



## **DECISION**

*Fair Work Act 2009*  
s.185—Approval of enterprise agreement

**Carey Baptist Grammar School**  
(AG2010/783)

### **CAREY BAPTIST GRAMMAR SCHOOL EMPLOYEE AGREEMENT 2010**

Educational services

COMMISSIONER WHELAN

MELBOURNE, 14 APRIL 2010

*Application for approval of the Carey Baptist Grammar School Employee Agreement 2010.*

[1] An application has been made for approval of an enterprise agreement known as the *Carey Baptist Grammar School Employee Agreement 2010* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Carey Baptist Grammar School. The agreement is a single-enterprise agreement.

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

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

[4] The Agreement was approved in Chambers on 14 April 2010 and, in accordance with s.54 of the Act, will operate from 21 April 2010.

[5] The nominal expiry date of the Agreement is 31 January 2013.

COMMISSIONER

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## Carey Baptist Grammar School Agreement 2010

### Section A - Preliminary Matters

#### 1. Title

This Agreement will be known as the Carey Baptist Grammar School Employee Agreement 2010 ('the Agreement')

#### 2. Arrangement

This agreement is arranged as follows:

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### **3. Type of Agreement**

This Agreement is a Single Enterprise Agreement made pursuant to section 172 (2) of the *Fair Work Act* 2009 (Cth.) between Carey Baptist Grammar School Limited ("the Employer") and the employees employed by the Employer listed in clause 4.

### **4. Coverage and application**

4.1 This Agreement binds:

- (a) The Employer; and
- (b) All Employees of the Employer except members of the School Management Team as defined.

4.2 Sections A - B and F - G of this Agreement apply to all employees covered by the Agreement. Sections C - E apply to the particular types of employees referred to in the headings of these Sections.

### **5 Relationship to Awards**

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to any of the Employees covered by this Agreement.

### **6. Duration**

6.1 Where the Agreement passes the better off overall test, the Agreement will be operative from the first pay period commencing on or after the date of the notice approving the Agreement issued by Fair Work Australia,

6.2 The nominal expiry date of this Agreement is January 31, 2013.

### **7. Dispute Resolution Process**

7.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the NES, save and except for any dispute about whether the Employer had reasonable business grounds under subsection 65(5) or 76(4) of the FW Act,

this clause sets out procedures to settle the dispute.

7.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

7.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

7.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.

7.5 FWA may deal with the dispute in two stages:

- (a) FWA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if FWA is unable to resolve the dispute at the first stage, FWA may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

Note: If FWA arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWA makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

7.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) the Occupational Health and Safety Act 2004 (Vic.) would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or
  - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

7.7 The parties to the dispute agree to be bound by a decision made by FWA in accordance with this clause.

## 8. Definitions

For the purpose of this Agreement:

Employee	means a person defined by clause 4.1(b).
Awards	mean the following: <ul style="list-style-type: none"> <li>• <i>Educational Services (Teachers) Award 2010;</i></li> <li>• <i>Educational Services (Schools) General Staff Award 2010;</i></li> <li>• Any other award applicable to any Employee immediately prior to the commencement of this Agreement.</li> </ul>
Casual Employee	means an Employee who is employed on a day-to-day basis, who in the case of Teacher is employed for not more than 4 consecutive term weeks unless extended by agreement provided the total period of the engagement does not exceed one school term

Emergency Teacher	means a registered teacher who comes into the School to cover a sudden emergency or absence of a regular teacher.
Employer	means Carey Baptist Grammar School Limited as defined by clause 3
FW Act	means the <i>Fair Work Act 2009</i> (Cth)
FWA	means Fair Work Australia
NES	means the National Employment Standards as contained in ss59 to 131 of the FW Act
School Management Team	means the Principal, Deputy Principal, Director of Activities, Business Director, Director of Community Services, Director of Human Resources and Heads of School,
The School	means Carey Baptist Grammar School
Principal	means the Principal of Carey Baptist Grammar School or his nominee
School Year	means the twelve months from the commencement of the first day of February in a year to the commencement of the first day of February of the following year.
Teacher	means a teacher who is registered or granted permission pursuant to the <i>Victorian Institute of Teaching Act 2001 (Vic.)</i> and includes a qualified Employee librarian but does not include a person employed as a Principal, a Deputy Principal or Head of School.
Teaching Experience	means experience of teaching after achieving the qualifications necessary for registration and will be deemed to have commenced at the date on which a "qualified" person first receives a teaching appointment.
Non Registered Teacher	<p>means a teacher who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 2 of Part 3 of the <i>Victorian Institute of Teaching Act 2001 (Vic.)</i> provided that the permission is confined to one of the following categories for the reasons stated as at 1 January 2003:</p> <ul style="list-style-type: none"> <li>• Permission to Teach - Division 1 - Where the non-registered teacher holds an academic degree which does not include an approved course of teacher education and the teacher is enrolled in an approved course of teacher education that will enable the teacher to become a registered teacher;</li> <li>• Permission to Teach - Division 2 - Where a non-registered teacher has Single Subject Registration (from either the Registered Schools Board or the Victorian Institute of Teaching) that is confined to those subjects that the Registered Schools Board would have approved and excludes the subjects of instrumental music, choral music, voice production, sports coaches and religion, or the teacher was formerly granted Special Permission to Continue to Teach from the Registered Schools Board; and</li> <li>• Permission to Teach - Division 3 - Where the non-registered teacher has received Permission to Teach in one of the following programs: <ul style="list-style-type: none"> <li>- School/Tertiary Institution Exchange;</li> <li>- Inter-Governmental Agreement;</li> <li>- Interschool Exchange;</li> <li>- VET in Schools; and</li> <li>- Professional Experience.</li> </ul> </li> <li>• Permission to Teach - Division 4 - Where the non-registered</li> </ul>

	teacher has at least a three-year qualification including teacher education and the non-registered teacher works as an Emergency Teacher.
Registered Teacher	means a teacher who is registered by the Victorian Institute of Teaching pursuant to Division 1 of Part 3 of the <i>Victorian Institute of Teaching Act 2001 (Vic)</i> .
School Assistant	means a school assistant employed in libraries, laboratories and as teacher aides and ECC assistants.
Professional Support Services Employee	means a person who is employed wholly or principally in clerical and/or administrative work; reporting; facilities maintenance; ICT; or support function other than that of a School Assistants
Part Time Employee	is one who is employed with the school to work less than a full week each week
Replacement Employee	Means an Employee employed on a fixed term basis for a pre-arranged period to replace another employee
School Holidays	Means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year.
Victorian Institute of Teaching	means the statutory authority for the regulation and promotion of the teaching profession in Victoria and operates under and subject to the <i>Education and Training Reform Act 2006 (Vic.)</i>
WR Act	means the <i>Workplace Relations Act 1996 (Cth.)</i>

## **Section B - Conditions of Employment Relevant to All Employees Covered by the Agreement**

### **9. Modes of Employment**

The Employer may employ a Full Time, Part Time, Fixed Term or Casual Employee. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

#### **9.1 Full Time Employees**

9.1.1 The Employer may engage an Employee on a full time basis in accordance with this Agreement.

#### **9.2 Part Time Employee**

9.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.

9.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs.

#### **9.3 Fixed Term Employee**

9.3.1 Fixed Term Employees are employed for a specified period of time to undertake a specified project; to undertake a specified task which has a limited period of operation or for which ongoing requirement has not been identified; to replace a staff member on leave; or to replace a staff member whose employment has terminated after the commencement of the school year or for whom notice of less than seven weeks has been provided.

9.3.2 A Fixed Term Employee is entitled to be paid in accordance with pay rates applicable to the role undertaken in Schedule 1A, 2A or 3A of this Agreement.

9.3.3 A Fixed Term employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.

9.3.4 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination (where the date of cessation of employment is stated at the time of appointment, ie no notice of termination will be applicable where the contract terminates upon the cessation date. Should the contract provide for termination prior to the cessation date, a notice period will be stated)
- redundancy
- accident make-up pay
- paid parental leave
- jury service leave other than under the NES
- school fee remission

9.3.5 Upon engagement, the employer must inform the Fixed Term Employee in writing:

- the date of commencement of employment; and
- the date of cessation of employment.
- the benefits which are applicable to the Fixed Term Teacher under this Agreement; and
- the rights under this Agreement of any Employee(s) being replaced.

## 9.4 Casual Employees

9.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

9.4.2 A Casual Employee is not entitled to any of the following benefits under this Agreement

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- school holidays
- non attendance time
- leave loading
- public holidays
- paid personal leave
- paid compassionate leave
- accident make-up pay
- paid parental leave
- school fee remission

9.4.3 A Casual Employee is entitled to unpaid carer's leave, jury service leave, unpaid parental leave and long service leave, where eligible, as per NES.

## 10. Public Holidays

10.1.1 This clause does not apply to Emergency Teachers or Casual Employees.

### 10.1.2 *Standard days*

An Employee is entitled to a day off on the following days:

(a) 1 January (New Year's Day), 26 January (Australia Day), Good Friday, Easter Monday, 25 April (Anzac Day), 25 December (Christmas Day) and 26 December (Boxing Day); and

(b) the following days, as prescribed in Victoria: Queen's Birthday, Labour Day and Melbourne Cup Day.

10.1.3 An exception to the entitlement set out in 10.1.2 above, is that public holidays occurring during any period of leave do not create additional entitlements.

10.1.4 The Monday before Melbourne Cup Day shall be granted as an additional public holiday in the event that it is a student free day.

### 10.2 *Holidays in lieu*

10.2.1 When Christmas Day is a Saturday or Sunday, a holiday in lieu will be observed on 27 December.

10.2.2 When Boxing Day is a Saturday or Sunday, a holiday in lieu will be observed on 28 December.

10.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu will be observed on the next Monday.

### 10.3 *Additional days*

Where in Victoria, public holidays are declared to be observed as a public holiday in substitution for a day named in clause 10.1.2(a) of this Agreement, those days will constitute additional days for the purpose of this Agreement.

### 10.4 *Substitute days*

- 10.4.1 By agreement between the Employer and the Employee, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- 10.4.2 An employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the day which is being observed pursuant to 10.1.2 or 10.2.
- 10.4.3 An agreement made pursuant to clause 10.4.2 of this Agreement must be recorded in writing. The agreement must be made available to every affected Employee.
- 10.4.4 Where the Employer proposes to seek agreement to substitute a day other than a public holiday prescribed by this Agreement, the Employer will give no less than five (5) working days' notice of the intention to reach agreement to this effect.

## **11. Long Service Leave**

### *11.1 Preamble*

An Employee is entitled to long service leave on ordinary pay in respect of continuous employment with one and the same employer or the employer's successor. Continuous Service is service with the Employer on a regular and systematic basis where the Employee had a reasonable expectation of continuing employment (and includes any period of authorised leave).

### *11.2 Entitlement*

- 11.2.1 An Employee who has completed 10 years' continuous employment with the employer is entitled to 13 weeks' long service leave.
- 11.2.2 An Employee is entitled to an additional 6 1/2 weeks' (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the employer.
- 11.2.3 An employee may take pro-rata long service leave after seven years of continuous service.
- 11.2.4 The taking of leave will be at a time mutually agreed between the School and the Employee.

### *11.3 Termination of employment*

- 11.3.1 An Employee who has completed at least 7 years of continuous employment with the employer and whose employment is terminated for any cause other than by the employer for serious misconduct, is entitled to be paid pro-rata long service leave upon the cessation of employment.

### *11.4 Cash out of Long Service Leave*

- 11.4.1 Where an employer and employee agree, the employee may receive payment in lieu of taking part or all of the accrued long service leave entitlement after 10 years of continuous service if the employee makes the election in writing.
- 11.4.2 This provision has the express effect of overriding Section 74 of the *Long Service Leave Act 1992 (Vic)*.

### *11.5 Illness on long service leave*

- 11.5.1 Subject to the production of a supporting medical certificate, an employee who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the employee is entitled to sick leave.
- 11.5.2 Subject to 11.5.1, the employee's long service leave will be extended by the period of illness.

11.5.3 An exception to 11.5.2 is that an employer and an employee may agree that the employee will return from long service leave as planned with the period of illness increasing the employee's accrued long service leave entitlement.

#### 11.6 *Payment of Long Service Leave*

11.6.1 Where an Employee has been employed full-time or at the same part time fraction for the entire period of service, the Employee is entitled to be paid long service leave at the normal salary

11.6.2 Where an Employee's time fraction has varied, salary when proceeding on long service leave is calculated as follows:

##### *(a) Service prior to 1 February 1997*

(i) where all service of the Employee has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;

(ii) when full time employment falls last, any leave taken from the full time credit will be paid at the current full time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full time salary having regard to the ratio of average weekly hours over the last 12 months of part time employment to current full time weekly hours;

(iii) when part time employment falls last, leave taken from the full time credit will be paid at the salary applicable to the full-time equivalent of the present part time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part time employment;

(iv) if an employee can show that the employee's average weekly hours over the whole of the employee's part time employment are greater than average weekly hours over the last 12 months of part time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

##### *(b) Service from 1 February 1997*

An employee whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the employee's time fractions over the period of eligible service.

## **12. Parental leave**

12.1 Parental leave is in accordance with the NES (Division 5 of Part 2-2 of the FW Act) except where more favourable terms are provided in this agreement

### *12.2 Eligibility*

12.2.1 To be entitled to parental leave, an Employee must have worked for the Employer for a continuous period of at least 12 months immediately before the date of birth or placement of the child.

12.2.2 Casual employees will be entitled to parental leave if they have worked for the Employer on a regular and systematic basis for at least 12 months and would have had a reasonable expectation of continuing employment with the Employer on a regular and systematic basis, but for the birth or placement of the child.

12.2.3 Parental leave is available to both employees who are part of an "employee couple" (ie where both parents are employed, not necessarily by the same employer).

### 12.3 *Entitlement*

12.3.1 An eligible Employee who has or will have responsibility for the care of the child, is entitled to a maximum of 12 months of unpaid parental leave associated with:

- (a) the birth of a child of the Employee or the employee's spouse or de facto partner (including former spouse or de facto partner); or
- (b) the placement of a child under 16 years of age with the Employee for adoption.

### 12.4 *Rules for taking parental leave*

12.4.1 Where only one Employee (or only one member of an employee couple) takes parental leave:

- (a) parental leave must be taken in a single continuous period (paid leave such as annual leave may be taken at the same time and will reduce the overall entitlement to parental leave);
- (b) parental leave starts at the birth or placement of the child or in the case of a pregnant employee up to six weeks before the expected date of birth;
- (c) parental leave may start at any time within 12 months after the birth or placement of the child if:
  - (i) the Employee has a spouse or de facto partner who is not an employee; and
  - (ii) the spouse or de facto partner has responsibility for the care of the child.

12.4.2 Where both members of an "employee couple" take leave:

- (a) both employees may at the same time each take up to three weeks parental leave (reducing their overall entitlement), one week of which is paid by the Employer and the remaining two weeks unpaid, either immediately after the birth or placement of a child or by agreement with the Employer, within 6 weeks of the birth or placement of a child;
- (b) remaining leave must be taken separately in a single continuous period (paid leave such as annual leave may be taken at the same time);
- (c) if the Employee who takes leave first is pregnant or gives birth, they may start their leave up to six weeks before the expected date of birth;
- (d) if the Employee who takes leave first is not pregnant, they must start their parental leave on the date of birth or placement of a child;
- (e) the second employee must start their leave immediately after the first employee's leave finishes;
- (f) they are entitled to no more than 24 months parental leave between them.

### 12.5 *Parental leave to co-incide with school terms*

12.5.1 Where possible, parental leave should commence on the day following the last day of a school term and conclude on the day proceeding the first day of a school term. In order to facilitate this, the Employer, where necessary, will extend the period of unpaid parental

leave beyond the maximum entitlement should an Employee agree to return from parental leave on the commencement of the school term immediately following the taking of parental leave.

#### *12.6 Paid parental leave*

- 12.6.1 Where the Employee is a permanent full-time or part-time employee and the Employee is granted parental leave, the Employee is entitled to twelve (12) weeks paid leave.
- 12.6.2 If the Employee's parental leave is less than twelve (12) weeks, the Employee's entitlement to paid parental leave will be reduced to the period of parental leave taken.
- 12.6.3 Paid parental leave cannot be taken concurrently with other paid leave.
- 12.6.4 Any entitlement to a subsequent period of paid parental leave will be subject to the completion of a further period of 12 months of continuous paid service.

#### *12.7 Extending unpaid parental leave*

- 12.7.1 An Employee taking 12 months parental leave can request to extend their parental leave by a further 12 months, reduced by the amount of any leave taken by their partner. The Employee must request the extension in writing at least four weeks but preferably one school term before the end of the initial period of parental leave. The Employer must respond in writing within 21 days stating whether they grant or refuse the request. The Employer may refuse the request only on reasonable business grounds and must include the reasons for the refusal in the written response.
- 12.7.2 An Employee may request to extend the period of simultaneous unpaid parental leave provided for in clause 12.4.2 of this Agreement up to a maximum of eight weeks, The Employee must request the extension in writing at least four weeks but preferably one school term before the end of the initial period of parental leave. The Employer must respond in writing within 21 days stating whether they grant or refuse the request. The Employer may refuse the request only on reasonable business grounds and must include the reasons for the refusal in the written response.

#### *12.8 Pre-adoption leave*

- 12.8.1 An Employee who is adopting a child can take up to two days of pre-adoption leave for necessary adoption interviews or examinations (unless they are required to take other leave they have available). The Employee must give notice of their intention to take unpaid pre-adoption leave and, if required, provide reasonable evidence of the purpose of the leave.

#### *12.9 Notice and evidence*

- 12.9.1 Before taking parental leave, Employees must:
  - (a) inform the Employer of their intention to take unpaid parental leave by giving at least 10 weeks written notice (unless it is not possible to do so)
  - (b) specify the intended start and end dates of the leave
  - (c) at least four weeks before the intended start date:
    - (i) confirm the intended start and end dates or

- (ii) advise the Employer of any changes to the intended start and end dates (unless it is not possible to do so).

12.9.2 The Employer may require evidence of the actual or expected date of birth of a child (eg. a medical certificate), or the day or expected day of placement of a child under 16.

#### 12.10 *Return to work guarantee*

12.10.1 When an Employee wishes to return to work after parental leave:

- (a) they are entitled to return to the same position they held before taking parental leave;
- (b) if the position they held no longer exists they are entitled to return to an available position for which they are qualified and suited that is nearest in status and pay to their previous position.

12.10.2 While the Employee is on parental leave, the Employer must keep the Employee informed of decisions that affect the status, pay or location of the Employee's position.

#### 12.11 *Special maternity leave*

12.11.1 An Employee can take 'special' maternity leave if she has:

- (a) a pregnancy-related illness, or
- (b) a miscarriage or stillbirth within 28 weeks of the expected date of birth.

12.11.2 The Employee must:

- (a) give notice that she is taking unpaid special maternity leave (which may be given after the leave has started)
- (b) advise the Employer of the period of leave (or expected period of leave)
- (c) if required by the Employer, give reasonable evidence of the reason for the leave, which the Employer may require to be a medical certificate.

#### 12.12 *Communication during parental leave*

12.12.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

12.12.2 The Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

12.12.3 The Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 12.12.1 of this Agreement.

### **13. Personal Leave**

13.1 Personal leave is in accordance with the NES (Division 7 of Part 2-2 of the FW Act) except where more favourable terms are provided in this agreement.

#### *13.2 Application*

Save as stated below, this clause does not apply to an Emergency Teacher or casual Employee

#### *13.3 Definitions*

In this clause the term *immediate family* means:

- spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the partner of that person on a bona fide domestic basis although not legally married to that person; and
- child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or of a spouse of the employee.

#### *13.4 Entitlement*

13.4.1 Paid personal leave is available to an Employee when the Employee is absent:

- due to personal illness or injury, or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

13.4.2 An Employee is entitled to 15 days of paid personal leave in each year of service. This leave is cumulative and may be taken for part of a single day.

#### *13.5 Sick Leave*

13.5.1 An Employee is entitled to access personal leave entitlements where the Employee is unable to perform the Employee's duties by reason of personal illness or injury.

The amount of personal leave an Employee may take as sick leave depends on how long the Employee has worked for the Employer and accrues as follows:

- in the first year of service, for each completed 4 week period of continuous service with the Employer, 1.25 days and
- in the second and each subsequent year of service, 15 days at the commencement of that year.

13.5.2 Accumulated personal leave may be used for sick leave if the current sick leave entitlement is exhausted.

#### *13.6 Employee must give notice*

An Employee must, as soon as reasonably practicable and during the ordinary hours of the first day of such absence, inform the Employer of the Employee's inability to attend for duty and state the nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the Employer during the ordinary hours of the first day of such absence, the Employee will inform the Employer within 24 hours of such absence.

#### *13.7 Evidence supporting claim*

An Employee is entitled to sick leave provided that:

- the Employee produces a medical certificate or other evidence satisfactory to the Employer for any absence of more than two consecutive days; or

- if required by the Employer, the Employee provides a medical certificate or other evidence satisfactory to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; or
- the Employee produces a medical certificate or other evidence satisfactory to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or other evidence satisfactory to the Employer exceeds five days in the one year.

**13.8** *Sick leave whilst on long service leave*

An Employer may require an Employee who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

**13.9** *Infectious diseases leave*

**13.9.1** An Employee who is suffering from one of the infectious diseases known as:

- German measles;
- Chickenpox;
- Measles;
- Mumps;
- Scarlet fever;
- Whooping cough;
- Rheumatic fever; or
- Hepatitis;
- Any other notifiable or communicable disease,

will be granted special leave without deduction of pay provided that the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the school and the disease is evident in the school.

**13.9.2** The Employee must also produce a medical certificate which specifically names the disease.

**13.10** *Carer's Leave*

**13.10.1** An Employee is entitled to use the Employee's personal leave to care for members of the Employee's immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

**13.11** *Notice required for carer's leave*

(a) When taking carer's leave the notice must include:

- the name of the person requiring care and support and the person's relationship to the Employee;
- the reasons for taking such leave; and
- the estimated length of absence.

(b) If it is not practicable for the Employee to give prior notice of absence, then the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

**13.12** *Evidence supporting claim*

(a) The Employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration, the nature of the illness and that the illness is such as to require care by another.

(b) When taking leave to care for members of the Employee's immediate family or household who require care due to an unexpected emergency, the Employee must, if

required by the employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

- 13.13 *Unpaid carer's leave (also applicable to casual Employees and Emergency Teachers)*
- (a) Where an Employee has exhausted all paid personal leave entitlements, the Employee is entitled to a period of up to two days unpaid carer's leave for each occasion to care for members of the Employee's immediate family or household who are ill or injured and require care and support or who require care due to an unexpected emergency.
- (b) This leave may be taken in a single, unbroken period of up to two days or any separate periods to which the Employee and the Employer agree.
- (c) The Employee is only entitled to unpaid carer's leave if the Employee has complied with the notice and documentation requirements in clause 13.6.5 and 13.6.6 of this Agreement.

#### **14. Compassionate Leave**

##### *14.1 Application*

This clause does not apply to Emergency Teachers or Casual Employees

##### *14.2 Entitlement*

- 14.2.1 An Employee may take three days per occasion when a member of the Employee's immediate family or household contracts or develops a personal illness, or sustains a personal injury that poses a serious threat to life or dies.
- 14.2.2 This leave may be taken in a single unbroken period of three days or separate periods of one day or as agreed by the Employer and the Employee.
- 14.2.3 The Employee is entitled to compassionate leave only if the Employee gives his or her employer any evidence that the Employer reasonably requires of the illness, injury or death.

#### **15. Sabbatical Leave**

- 15.1 The Employer may grant a permanent employee sabbatical leave on 80% of salary subject to the Employee agreeing to have his/her annual salary reduced by 20% for a period of four years, and the employee entering into an agreement with the employer covering the terms and conditions of the sabbatical leave.
- 15.2 Sabbatical leave shall be taken immediately following the completion of the relevant work period during which salary was reduced under 15.1.

#### **16 Leave Without Pay**

##### *16.1 Discretion of Employer*

An Employee may apply for leave without pay, however the granting of such leave, and the terms on which such leave is granted (if granted), will be at the sole discretion of the Employer.

- 16.2 During any period of leave without pay, the Employee's entitlements under this Agreement are suspended. Leave without pay does not break the continuity of employment but any period of leave without pay in excess of 10 days in any school year

is not taken into account in calculating the period of service of the Employee for any purpose of this Agreement.

## **17. Examination Leave**

An Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

## **18. Qualification Conferral Leave**

An Employee will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

## **19. Jury Service Leave**

### *19.1 Entitlement*

19.1.1 This clause does not apply to a Casual Employee or an Emergency Teacher

19.1.2 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.

### *19.2 Conditions*

19.2.1 An Employee must notify the employer as soon as possible of the date upon which the Employee is required to attend for jury service.

19.2.2 An Employee must provide the employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

19.2.3 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.

### *19.3 Reimbursement*

Subject to clause 19.2 of this Agreement an Employer will reimburse an Employee granted leave an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

## **20. Remuneration Packaging**

The School will offer remuneration packaging to employees who request it in writing. This will be provided on the basis of Australian Taxation Office requirements, School policies, and the agreement between the parties.

## **21. Introduction of Major Change**

### *21.1. School's Duty to Notify*

21.1.1. Where the School has made a definite decision to introduce a major change to:

- production
- program
- organisation
- structure
- school calendar or
- technology

that is likely to have a significant effect on employees, the School will notify the employees who may be affected by the major change ("the relevant employees"), of the decision to introduce the major change

21.1.2 'Significant effect' includes:

- termination of employment
- major changes in the composition, operation or size of the School's workforce, or in the skills required
- the elimination or diminution of job opportunities (including promotion opportunities or job tenure)
- the alteration of hours of work
- the need for retraining employees or relocating employees to another workplace
- the restructuring of jobs.

21.1.3 With the exception that where this Agreement makes provision for alteration of any of the matters referred to in this clause an alteration will be deemed not to have significant effect.

*21.2. School's Duty to Discuss Change*

21.2.1 As soon as practicable after making its decision, the School will discuss with the relevant employees:

- the introduction of the changes referred to in 21.1
- the effects the changes are likely to have on employees
- measures to avert or mitigate the adverse effects of such changes on employees

21.2.2 For the purposes of such discussion and subject to 21.1.3, the School will provide in writing to the employees concerned, all relevant information about the changes including:

- the nature of the changes proposed
- the expected effects of the changes on employees and
- any other matters likely to affect employees.

21.2.3 For the purposes of such discussion under 21.2.2, the School will not be required to disclose confidential or commercially sensitive information.

21.2.4 The School will give prompt consideration to matters raised by the relevant employees in relation to the changes.

21.2.5 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

21.2.6 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
- (b) the Employee or Employees advise the Employer of the identity of the representative,
- (c) the Employer must recognise the representative.

21.3 The parties of this Agreement recognise the benefit of consultation in relation to decisions that impact on employees.

Accordingly either party may seek to convene a Consultative Committee at any time, to raise issues in relation to this agreement

The Consultative Committee shall be representative of professional groups and comprise elected members of staff, a staff VIEU representative, the Principal and two nominees of the Principal.

## **22 Agreement Flexibility**

- 22.1 The Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
  - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 22.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the FW Act 2009; and
  - (b) are not unlawful terms under section 194 of the FW Act 2009; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 22.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Employer and Employee; and
  - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - (iv) states the day on which the arrangement commences.
- 22.4 In making an individual flexibility agreement, the Employee is entitled to be accompanied by a support person of their choice.
- 22.5 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 22.6 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Employer and Employee agree in writing — at anytime.

## **23. Letter of Appointment**

Each employee, upon engagement, shall be issued with a letter of employment by the School. The letter shall, as a minimum, specify date of commencement, duties,

classification, salary payable and probation period (where applicable) and the Agreement under which the person is employed.

## **24. Redundancy**

### *24.1 Definition*

Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

### *24.2 Redundancy Procedures*

24.2.1 Where a redundancy dispute arises, if it has not already done so, the Employer will provide the affected Employee(s) and the Employee's representative (if requested by any affected Employee) in good time, with relevant information:

- the reasons for any proposed redundancy;
- the number and categories of Employees likely to be affected; and
- the period over which any proposed redundancies are intended to undertaken.

24.2.2 Where a redundancy dispute arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the Employees concerned.

### *24.3 Transfer to lower paid duties*

24.3.1 An Employer may transfer an Employee whose position is redundant to lower paid duties provided the Employee is given the same period of notice that the Employee would have been entitled to if the employment had been terminated.

24.3.2 The Employer may, at the Employer's option, make payment in lieu of notice of an amount equal to the difference between the former ordinary rate of pay and the new ordinary rate for the number of weeks of notice still owing.

### *24.4 Severance pay*

24.4.1 In addition to the period of notice prescribed for ordinary termination in clause 25, an Employee whose employment is terminated by reason of Redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	8 weeks' pay
3 years but less than 4 years	10 weeks' pay
4 years but less than 5 years	12 weeks' pay
5 years but less than 8 years	14 weeks' pay
8 years or more	2 weeks pay per year of service to a maximum of 26 weeks

24.4.2 For the purpose of this clause:

(a) Week's pay means the ordinary rate of pay for the Employee concerned.

(b) Continuity of service includes all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, carer's leave and compassionate leave), school holidays, long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the Employee.

Periods of unpaid leave are not included, except at the discretion of the Employer.

**24.5** *Employee leaving during notice period*

24.5.1 An Employee whose employment is terminated by reason of redundancy may terminate the contract of employment during the period of notice.

24.5.2 An Employee who terminates the contract of employment under clause 24.5.1 is entitled to the same benefits and payments under this clause had the Employee remained with the Employer until the expiry of such notice. However, in this circumstance, the Employee is not entitled to payment in lieu of notice.

**24.6** *Alternative employment*

The general severance pay prescription provide for in this clause does not apply where the Employer obtains acceptable alternative employment for an Employee.

**24.7** *Job search entitlement*

24.7.1 During the period of notice given by the Employer an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

24.7.2 If the Employee has been allowed leave without loss of pay for more than one day during the notice period for the purpose of seeking other employment, then the Employee will, at the request of the Employer, be required to produce proof of attendance at an interview.

24.7.3 An Employee will not receive payment for the time absent where the Employee does not produce proof of attendance at an interview in accordance with the Employer's request.

24.7.4 For the purpose of clause 24.7.2 and 24.7.3 of this Agreement, a statutory declaration will be sufficient proof.

**24.8** *Employees exempted*

This clause 24 does not apply where employment is terminated as a consequence of conduct that justifies summary dismissal or to probationary Employees or to Employees engaged on a casual or emergency basis or for a specific period of time or to complete a specific task or tasks.

**25. Termination of Employment**

This clause does not apply to probationary Employees or to Employees engaged on a casual or emergency basis or for a specific period of time or to complete a specific task or tasks.

**25.1** *Notice of termination by the Employer*

Where the School terminates employment for reasons of redundancy or unsatisfactory performance, the School will provide notice in writing or full payment in lieu on the following basis:

To a Teacher or School Assistant with less than five (5) years' continuous service, the Employer will give seven weeks' notice in writing, wholly within the one school term or payment in lieu. Where a Teacher or School Assistant has had five (5) or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or payment in lieu.

To all other employees, four (4) weeks notice or payment in lieu will be provided save that this will be increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the Employer.

Where the School terminates employment for reasons of misconduct, the School may provide notice as above or may terminate employment summarily in cases of serious misconduct.

## 25.2 *Notice of Termination by the Employee*

25.2.1 The notice of termination required by an Employee is the same as that required of the Employer, save that there is no requirement on the Employee to give additional 1 week's notice based on the age of the Employee concerned.

25.2.2 Where an Employee fails to give the required notice in terms of 25.2.1, the School has the right to withhold from any monies and benefits due to the Employee on termination, an amount not exceeding the amount the Employee would have been paid had they given the required notice.

25.2.3 Subject to the provisions of the FW Act, the Employer may also deduct school fees and, or personal expenses owed by the Employee on termination.

25.3 The periods of notice described above may be varied by mutual agreement in writing between the Principal and the Employee concerned.

25.4 Payment in lieu of notice, at the Employer's discretion, will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

25.5 Payment in lieu of notice is calculated by taking the amount of salary an Employee would have received by working during the notice period if the Employee's employment had not been terminated.

## 26 **Unsatisfactory Performance**

This clause does not apply to probationary Employees or to Employees engaged on a casual or emergency basis or for a specific period of time or to complete a specific task or tasks.

Management of an Employee's performance will occur in accordance with the process set out below (Due Process).

### 26.1 *(a) Commencement of Due Process*

Due process will commence with the School advising the employee in writing of:

- the School's concerns with the Employee's performance;
- the time, date and place of the first due process meeting;
- the Employee's right to be accompanied by a nominee of the Employee's choice at all due process meetings;
- the School's right to terminate the employment should due process not resolve the School's concerns.

### 26.2 *(b) Due Process Meetings*

Due process meetings will:

- include discussion of the School's concerns with the Employee's performance;
- give the Employee an opportunity to respond to the School's concerns;

- include discussion of any counselling or assistance, where appropriate, available to the Employee;
- include documentation, where appropriate;
- set periods of review, as appropriate.

## **27. Unsatisfactory Conduct**

This clause does not apply to probationary Employees or to Employees engaged on a casual or emergency basis or for a specific period of time or to complete a specific task or tasks.

Management of an Employee's conduct will occur in accordance with the process set out below.

Where termination of employment may take place for reasons related to unsatisfactory conduct, the School will investigate the alleged misconduct, provide the Employee with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the School. Where an issue of misconduct is to be investigated, an Employee is entitled to be accompanied by a support person of the Employee's choice. Disciplinary action may include termination of the Employee's employment.

## **28. Statement of Service**

Upon termination of employment, an Employee may request a statement of service. Upon receipt of such a request, the School will provide the Employee with a statement specifying:

- the period of employment; and
- the classification of or type of work performed by the Employee

## **29. Superannuation**

### *29.1 Compulsory or Prescribed Superannuation*

29.1.1 Payments of 10% of ongoing Employee salary will be made by the School. The rate prescribed under Commonwealth Government legislation will apply for all other Employees.

29.1.2 In consultation with its Employees, the School shall make superannuation payments to a range of superannuation funds.

## **30. Fee Remissions for Children of Staff**

This clause does not apply to Employees engaged on a casual or emergency basis or for a specific period of time or to complete a specific task or tasks.

30.1 Employees (other than those excluded above) will be offered a remission of enrolment, tuition fees for their natural or adopted children enrolled in the School.

Employees will retain the discounts as designated in 30.2 and 30.3 during their employment at the School, subject always to the right of the School to vary the discount available to an Employee upon giving not less than twelve months' written notice of such variation.

30.2 Children of on-going full-time Employees are educated at the School from the Preparatory year in the Junior Schools under the following conditions:

- 30.2.1 Employees appointed before 1 February 1987 will be entitled to have the enrolment and base tuition fee discounted by 70%.
- 30.2.2 Employees appointed on or after 1 February 1987 and before 1 February 1994 will be entitled to have the enrolment and base tuition fee discounted by 60%.
- 30.2.3 Employees appointed on or after 1 February 1994 will be entitled to have the enrolment and base tuition fee discounted by 50%.
- 30.3 Employees will be entitled to receive 50% discount on the 3-year old and 4-year old Kindergarten programs.
- 30.4 Employees will be entitled to receive 50% discount on Outside School Care programs at the School.
- 30.5 For part-time Employees, the fee remission will be applied pro-rata on the basis of the Employee's current part-time fraction.
- 30.6 In all cases, the enrolment requirements, and expectations at the time of entry must be complied with.

### **31. Induction and Orientation**

An Employee in the first year of experience shall participate in an induction process, whilst newly appointed Employees with experience will participate in an orientation process. The induction/orientation process shall be determined by the Principal or his appointee in consultation with the Employee to assist the Employee's professional development.

The performance of the Employee shall be subject to periodic reviews, at which time the Employee will be provided with feedback regarding his/her progress and development.

Where the performance of the Employee proves to be unsatisfactory, grounds may exist for instituting due process in accordance with clause 26 above. However, where a problem exists in relation to the Employee's performance, the School shall not use the induction process in substitution for, or as an alternative to, in whole or in part, due process.

### **32. Staff Appraisal**

The School views its staff as having responsibility for the performance of a range of duties and responsibilities, whilst recognising the importance of accountability and self-improvement. The School will therefore provide opportunities for staff to reflect on and improve their performance through participation in a system of formative staff appraisal. At the same time, the Principal and Principal's delegates will evaluate and review the performance of staff and provide them with appropriate feedback.

### **33. Professional Learning & Development**

The School recognises that the area of Professional Learning & Development is essentially a partnership between staff and School. The School through its commitment to quality teaching and learning has the responsibility for providing support and active encouragement for its staff to enrich their professional practice through a diverse range of opportunities both within and beyond the School. The staff have the responsibility, individually and as a whole, to assess their own professional needs and interests and to

actively pursue these for their own professional enrichment which in turn will enhance the quality of teaching and learning within the classroom and the overall quality of education at the School.

The School shall make opportunities and resources available for employees to become involved in professional development through programmes provided in school and by outside agencies.

The School shall make available to staff at least one student free day each term as a professional development day. All staff (including part time staff) are required to attend each professional development day. Where a part time staff member is required to attend professional development on a day that is not normally a working day for that staff member, the staff member will be paid for their attendance at their ordinary time rate or will receive time off in lieu.

This clause does not apply to Employees engaged on a casual or emergency basis or for a specific period of time or to complete a specific task or tasks.

33.1 An Employee will be reimbursed 50% of the Higher Education Contribution Scheme levy, up to a maximum of \$500 per semester, due for a unit of study which has been successfully completed and for which the Employee has been given prior written approval by the Principal.

33.2 As provided in clause 17 above, an Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

#### **34. Payment of Salaries**

Employees will be paid monthly as nearly as possible on the middle of each month and paid one half month in arrears, one half month in advance.

#### **35. Breaks**

Employees have an entitlement to at least half hour unpaid meal break no later than 5 hours after commencing work.

#### **36. Meal Allowance**

##### *36.1 Application*

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7 p.m. on any day. Where the School does not provide a meal a Meal Allowance of \$14.00 will be paid the Employee.

##### *36.2 Exception*

An exception to this is that the Employer need not provide a meal or meal allowance if an Employee can reasonably return home for meals.

#### **37 Occasional Use of Own Vehicle**

If from time to time an Employee is required to use their own private vehicle for authorised School use (not for the transport of students) the employee will be reimbursed at the rate:  
Motor car- 74 cents per kilometer for a maximum of 1800 km per annum  
Motor cycle – 25 cents per kilometer for a maximum of 1800 km per annum.

School use excludes travel between work and home. Use of own private car must be authorised by the Head of School or line manager prior to the event.

All costs associated with School use, including petrol and oil will be met by the Employee. The School will not reimburse any insurance costs in the event of a claim made following an accident or damage to the Employee's car or other cars involved whilst being used for occasional School use, including loss of no claim bonus or payment of excess.

**38. Accident Make-up Pay**

Where an Employee is incapacitated for work by reason of a work related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985 (Vic)* the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

**39. Breakage and Loss**

An Employee who takes reasonable care will not suffer loss of income for any accidental breakages or loss of property which occurs in the normal course of the Employee's duties.

**40. Protective Clothing**

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing or reimburse the Employee for cleaning costs incurred.

**41. Outside Employment**

All staff have a duty of fidelity to the School and are required not to engage in any activity which would conflict, or have the potential to conflict, with their obligations to the School. Therefore, those who intend to engage in other work whilst employed by the School, are required to obtain the Principal's approval before becoming engaged in such other work.

**42. Confidentiality**

42.1 The Employee will not during the term of his or her employment or following termination reveal any of the confidential information of the School to any other person whatsoever, unless authorised in writing by the School.

42.2 "Confidential information" will include personal and organisational information which has been specifically designated as confidential by the School and any information which relates to the commercial and financial activities of the School, the unauthorised disclosure of which may embarrass, harm or prejudice the School or any of its employees or its students. It does not extend to information already in the public domain unless such information arrived there by unauthorised means.

## **Section C - Conditions of Employment that apply to Teachers**

### **43 Duties and Allocation of Teachers**

- 43.1 The ordinary duties of a teacher include face to face teaching with associated preparation, marking and reporting; care of students; attendance at assemblies; attendance at chapel; supervisory duties; involvement in co-curricular activities; involvement in outdoor education programs; participation in staff professional development and scheduled meetings
- 43.2 The duties and workload of a teacher will vary in line with the needs of students and the operational requirements of the School.
- 43.3 The School's expectations of teachers will include, but not be limited to:
- undertaking direct teaching of groups of students and individual students as determined by the School
  - participation in the pastoral care program as determined by the School
  - participation and assistance in the preparation and supervision of School activities
  - undertaking school related activities such as Parent/Student/Teacher meetings, staff meetings, co-curricular and sporting programs/events, camps, excursions, Open Days and Speech Night
  - contribution to the development, implementation and evaluation of a curriculum area or other curriculum programs within the School
  - participation in professional learning & development activities
  - participation in some School decision-making processes.
- 43.4 Such participation and assistance is to be on a pro-rata basis for part-time employees.
- 43.5 The ordinary hours of work for a Full Time Teacher will be in accordance with the NES and averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- 43.6 Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- 43.7 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 43.7.1 The ordinary full-time face to face class room teaching hours for each section of the School are deemed to be 35 hours per fortnight for secondary, 22.5 hours per week for primary and 29.25 hours per week for kindergarten.

### **44. School holidays and annual leave (not applicable to Emergency Teachers)**

- 44.1 During the school holidays, Teachers are relieved of the obligation to attend the School without any loss of pay but may be required to perform such professional duties as are reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer. School holidays are deemed to include the entitlement to annual leave as stipulated by the NES.
- 44.2 School Holidays are not a period of authorised leave for the purpose of the FW Act.

- 44.2 Where a Teacher takes unpaid leave for more than ten (10) working days during Term time, the number of weeks of Term time will be reduced by the number of weeks taken. The entitlement to paid School Holidays during the School Year will be calculated pursuant to the formula in 44.3.
- 44.3 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year, or a Teacher is employed for part only of a School Year, the Teacher is entitled to payment of School Holidays in recognition of the averaging hours of work under this Agreement, pursuant to the following formula:

$$\frac{\text{(Number of weeks of an Employee's Term Time)}}{\text{(Total number of term weeks at the School X School Holiday Time)}} - \text{Absence during term time}$$

#### **45. Classifications and Pay Rates**

- 45.1 Schedule 1A sets out the classification structure, progression arrangements and salaries for a Teacher, including a Casual Teacher
- 45.2 The salary specified in Schedule 1A or 1B is in compensation for all hours worked under this Agreement, including any additional hours.

#### **46. Part Time Teachers**

- 46.1 The Employer may employ an Employee on a part time basis in accordance with this clause.
- 46.2 A Part Time Employee may be required by the Employer to fulfil the same duty requirements as a full time Teacher on a pro rata basis.
- 46.3 The Employer will specify the hours of work upon appointment and may vary such hours by agreement from time to time.
- 46.4 A Part Time Employee is entitled to be paid not less than the relevant pro rata rate of pay specified in schedule 1A of this Agreement using the following formula.. The amount paid to the Employee is for all hours worked by the Employee including any reasonable additional hours.

$$\frac{\text{hours of face to face teaching}}{\text{hours of full time teacher's face to face teaching}} \times \text{annual salary}$$

#### **47. Emergency Teachers**

- 47.1 The Employer may engage an Employee on a daily or half day basis to fill in for a Teacher who is absent from duty.
- 47.2 An Employee must not be engaged pursuant to this clause for longer than 15 consecutive school days, or for up to one term by agreement between an individual Emergency Employee and an Employer.
- 47.3 An Employer can require an Emergency Employee to undertake the full teaching load and extra curricular duties of the Employee who is absent from duty.

- 47.4 An Emergency Teacher is not entitled to any of the following benefits under this Agreement:
- notice of termination of employment
  - redundancy
  - remuneration packaging
  - annual leave
  - school holidays
  - non attendance time
  - leave loading
  - public holidays
  - paid personal leave
  - paid compassionate leave
  - accident make-up pay
  - paid parental leave
  - school fee remission
- 47.5 An Emergency Teacher is entitled to unpaid carer's leave, long service leave and jury service leave as per the NES, where eligible.

#### **48. Fixed Term Teachers**

- 48.1 Fixed Term Teachers are employed for a specified period of time to undertake a specified project; to undertake a specified task which has a limited period of operation or for which ongoing requirement has not been identified; to replace a teacher on leave; or to replace a teacher whose employment has terminated after the commencement of the school year or for whom notice of less than seven weeks has been provided.
- 48.2 A Fixed Term Teacher is entitled to be paid not less than the rate of pay specified in Schedule 1A of this Agreement in accordance with the Employee's qualifications and experience.
- 48.3 Fixed Term Teachers employed pursuant to this clause are entitled, where appropriate, to the provisions of this Agreement, on a pro rata basis.
- 48.4 A Fixed Term Teacher is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- 48.5 A Fixed Term Teacher not entitled to any of the following benefits under this Agreement:
- notice of termination (where the date of cessation of employment is stated at the time of appointment)
  - jury service leave other than under the NES
  - redundancy
  - accident make-up pay
  - paid parental leave
  - school fee remission
- 48.6 Upon engagement, the employer must inform the Fixed Term Teacher in writing:
- the date of commencement of employment; and
  - the date of cessation of employment.
  - the benefits which are applicable to the Specified Term Teacher under this Agreement; and
  - the rights under this Agreement of any Employee(s) being replaced.

## **49 Responsibility Allowances**

Responsibility allowances may be paid in addition to salary for certain functions. Allowances will be provided as an agreed fixed dollar and subject to annual review. The Principal will determine any such functions, and will determine the level of allowance applicable to each such function. These determinations will be published to staff. Where a function is shared, the payment may also be shared. Where a function that attracts an allowance ceases to exist, the allowance will terminate.

At the start of each school year employees holding a position of responsibility will be issued with a letter stating as a minimum the dollar and/ or time allowance.

A listing of all responsibility allowances will be communicated to employees by the commencement of term 4 of the preceding year.

Where an employee is asked to undertake the duties of another person for which a responsibility allowance is paid, then the employee undertaking those duties shall be paid the responsibility allowance for the period of time for which they assume the duties.

Schedule 1B sets out the applicable the position of responsibility structure and applicable rates of pay.

## **Section D - Conditions of Employment that apply to School Assistants**

- 50 School Assistant means a person who is ancillary to the process of teaching and includes laboratory technicians, laboratory managers, library technicians, integration aides, school and teacher aides.
- 50.1 Total normal full-time hours worked during the week shall be 37.5 hours per week or 7.5 hours per day with a one hour unpaid lunch break.
- 50.2 Commencement times will be based on hours that best suit work duties as outlined in the relevant Job Description. The timing of work may be varied by the School from time to time in line with operational requirements.
- 50.3 The arrangement for the employee's ordinary hours of work, will be directed, but not limited to:
- daily starting and finishing times;
  - the time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;
  - attendance at school meetings;
  - flexible work arrangements.

### **51. Rates of Pay**

- 51.1 Schedule 2A sets out the classification structure for School Assistants
- 51.2 Schedule 2B sets out the salary of a School Assistant

### **52 Calculation of paid annual leave**

- 52.1 The School may employ a school assistant to work 47 weeks with five weeks' paid annual leave.
- 52.2 The School may employ a school assistant to work during term time only (39 weeks) with pro-rata of five weeks' paid annual leave, the total annual salary being spread over twelve months.
- 52.3 The School may employ a school assistant to work a number of weeks between the two options in 52.1 and 52.2. In each case the annual remuneration will be calculated to reflect pro-rata of five weeks' paid annual leave, with the resulting salary spread over twelve months.
- 52.4 *Cashout*
- 52.4.1 Where a School Assistant works 47 weeks with five weeks annual leave and an employer and employee agree, the employee may cashout their accrued annual leave if the employee elects to do so in writing provided an annual leave balance of four week remains available to the employee

### **53. Overtime**

- 53.1 Most work will be during the normal hours of work as specified in role description, however hours in excess of normal hours may be required to be worked from time to time. Hours in excess of normal hours must be approved in advance by the School and time in lieu taken at a time to be mutually agreed with supervisor within 4 weeks or next term break. Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate that is an hour for each hour worked. Where this cannot be accommodated due to operational constraints, overtime will be paid as follows:

<b>Time worked</b>	<b>Overtime rate</b>
Monday – Friday	150% of the ordinary hourly rate of pay for the first three hours and 200% of the ordinary hourly rate of pay thereafter
Saturday	150% of the ordinary hourly rate of pay
Sunday & Public holidays	200% of the ordinary hourly rate of pay

### **53.2 Make-up time**

An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this agreement.

### **54. Higher Duties**

An employee may be asked to carry out duties applicable to a classification higher than their current classification. Where the employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid at the rate of pay applicable to the higher classification for the whole period during which duties are performed.

## **Section E - Conditions of Employment that apply to Professional Support Service Employees**

55. Positions for Professional Support Service employees shall be classified using documented evaluation criteria. The criteria outlined in Schedule 3A of this Agreement will provide a basis for classification. The job classification will be the basis for compensation decisions.

Grading shall be given on the basis of a comparison of the work performed in the position with the duties, which are specified as "typical" at each of the grades. A position need not involve all the duties listed as "typical" of the grade nor are the typical duties the only ones which may be required.

### **56. Hours of Work**

- 56.1 Total normal full-time hours worked during the week shall be 37.5 hours per week or 7.5 hours per day with a one hour unpaid lunch break.
- 56.2 Commencement times will be based on hours that best suit work duties as outlined in the relevant Job Description. The timing of work may be varied by the School from time to time in line with operational requirements.
- 56.3 The School may employ Professional Support employees to work 47 weeks with five weeks' paid annual leave.

The School may employ Professional Support employees to work during term time only (39 weeks) with pro-rata of five weeks' paid annual leave, the total annual salary being spread over twelve months

The School may employ Professional Support staff to work a number of weeks between the two options. In each case the annual remuneration will be calculated to reflect pro-rata of five weeks' paid annual leave, with the resulting salary spread over twelve months

### **57 Rates of Pay**

- 57.1 Professional Support Service employees working full-time hours for 47 weeks with five weeks' annual leave shall be paid the rates appropriate to their classification as set out in Schedule 3B.

A Part Time Employee shall be paid not less than the relevant pro rata rate of pay

- 57.2 Salary Bands overlap in recognition of the principle of merit and provides the opportunity for people to demonstrate merit.

Merit increase will be determined by employer judgement with regard to organisational needs and with regard to the employee's achievement of mutually agreed goals negotiated between the employee and their nominated member of the School Management Team as a part of the employee's performance development process.

Merit increases will at all times assume a performance consistent with the Band criteria

### **58. Annual Leave**

- 58.1 Employees are entitled to five weeks annual leave on ordinary pay at the completion of each year of employment. Annual leave may be taken in such periods as are mutually

agreed between the Principal and the employee. Where mutual agreement cannot be reached, the Principal will direct when the leave must be taken.

**58.2 Cashout of Annual Leave**

Where an employer and employee agree, the employee may cashout their accrued annual leave if the employee elects to do so in writing provided an annual leave balance of four week remains available to the employee

58.3 An employee may apply to the Employer to purchase up to 4 weeks additional annual leave per year by having leave without pay deducted from their salary on a salary sacrifice basis. Approval of such application will depend on the Employer's operational requirements and will be subject to applicable legislation. If the application is approved by the Employer, any fringe benefits tax due on the arrangement will be deducted from the employee's salary.

**59. Overtime**

59.1 Most work will be during the normal hours of work as specified in role description, however hours in excess of normal hours may be required to be worked from time to time. Hours in excess of normal hours must be approved in advance by the School and time in lieu taken at a time to be mutually agreed with supervisor within 4 weeks or next term break. Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate that is an hour for each hour worked. Where this cannot be accommodated due to operational constraints, overtime will be paid as follows:

<b>Time worked</b>	<b>Overtime rate</b>
Monday – Friday	150% of the ordinary hourly rate of pay for the first three hours and 200% of the ordinary hourly rate of pay thereafter
Saturday	150% of the ordinary hourly rate of pay
Sunday & Public holidays	200% of the ordinary hourly rate of pay

**59.2 Recall**

Where an employee is on occasion recalled to work for brief period (less than one hour) the employee will be paid a minimum of one hours pay at the appropriate overtime rate provision or by agreement given time in lieu.

**59.3 Make-up time**

An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this agreement.

**60. Request for flexible Work Arrangements**

A Professional Support Employee who has completed at least 12 months continuous service or who is a long term casual and has a reasonable expectation of continuing employment on a regular and systematic basis may request the Employer in writing for a change in working arrangements providing reasons and full details of the request. If the request is refused by the Employer on business grounds, reasons will be provided.

**61. Higher Duties**

An employee may be asked to carry out duties applicable to a classification higher than their current classification. Where the employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid at the rate of pay applicable to the higher classification for the whole period during which duties are performed.

**Section F - Posting of the Agreement**

62. The School shall post copy of the Agreement in Staff rooms and on the School intranet.

**Section G - Declaration**

**63. Declaration**

This Agreement is made at 349 Barkers Road Kew, VICTORIA on

Signed for and on behalf of.

Carey Baptist Grammar School  
(A.C.N. 051 576 062)

  
Principal: Phil De Young


Address:  
4 CHAUVEL CREST, CANTERBURY 3126


Date:  
25/3/10  
In the presence of

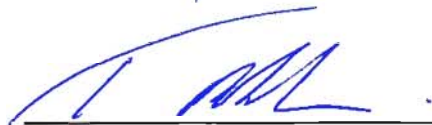
Witness 

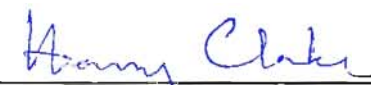
Name: DOROTHY TSALIS  
Address: 74 DAWSON RD  
E. MALVERN 3145

The Staff of Carey Baptist Grammar School

  
Geoffrey Little (Junior School Donvale)  
Address: 147 Dalton St,  
Ettaham.  
Date: 25/3/10.

  
Christopher Del Prete (Junior School Kew)  
Address: 40 GRUNDY CRE. PRISCO VICTS.  
Date: 25.3.10.

  
Trevor Black (Middle School)  
Address: 13 CORSICAN AVE  
EAST DONCASTER  
Date: 25/3/10

  
Harry Clarke (Senior School)  
Address: 899 Toorak Rd  
CAMPBELLTON.  
Date: 25/03/10

Jeni Friend

Jeni Friend (School Assistants)

Address: 6 A.F. ST BALWYN

Date: 25/3/10

Daniel Sandler

Daniel Sandler (Professional Support Staff)

Address: 16 Chalk Rd Healesville

Date: 23/3/10

R. Knowles

Rachel Knowles (Professional Support Staff)

Address: 103 Lawless Drive Cranbourne

Date: 25/3/10

Wayne Joyce

Wayne Joyce (Professional Support Staff)

Address: 2/21 Creswick St, Glen Iris

Date: 25/3/10

Victoria Blakston

Victoria Blakston (VIEU Staff Representative)

Address: 349 BARKERS ROAD, KEW

Date: 25/3/10.

In the presence of:

Witness

Dorothy Travis

Name: Dorothy Travis

Address: 74 DALLING E. MALVERN

Date: 25/3/10

**Schedule 1A: Teacher classification, progression and rates of pay**

A full time Teacher will be paid not less than the following annual rate of pay according to classification and years of experience.

Old Level	2010			2011			2012		
	1-Feb-10 Level	Salary	% Increase	1-Feb Level	Salary	% increase	1-Feb Level	Salary	% increase
4	PTT	\$ 58,000		PTT	59740	3.0%	PTT	\$ 61,830	3.5%
5	1	\$ 60,000	3.3%	1	61800	3.5%	1	\$ 63,965	3.5%
6	2	\$ 63,000	3.7%	2	64890	3.5%	2	\$ 67,160	3.5%
7	3	\$ 66,000	4.1%	3	67980	3.5%	3	\$ 70,360	3.5%
8	4	\$ 68,900	3.0%	4	70970	3.5%	4	\$ 73,450	3.5%
9	5	\$ 72,500	2.3%	5	74675	3.5%	5	\$ 77,290	3.5%
10	6	\$ 75,500	4.6%	6	77765	3.5%	6	\$ 80,485	3.5%
11	7	\$ 77,000	5.4%						
12	8	\$ 79,000	5.5%	7	81765	3.5%	7	\$ 84,625	3.5%
13	9	\$ 81,500	6.4%	8	84355	3.5%	8	\$ 87,300	3.5%
14	10	\$ 85,000	6.3%	9	88400	4.0%	9	\$ 91,935	4.0%
15	11	\$ 87,000	4.8%	10	\$ 91,350 *	5.0%	10	\$ 95,500**	4.6%
16	12	\$ 90,000	3.9%	11	\$ 94,500 *	5.0%	11	\$100,000**	5.9%

Salaries are inclusive of leave loading

\* Staff at level 15(10) and Level 16 (11)

\*\* Subject to successful review

> 3 years to undertake review during course of 2011 for implementation in 2012

Salary levels incorporate the entitlement to annual leave loading

- 1.1 A Teacher with a 4 year approved training course beyond secondary school and including teacher training will commence at level 1 and will then progress to level 10 in annual increments on the anniversary of the Full Time Employee's training appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.
  - 1.1.1 An Employee employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.
  - 1.1.2 Permission to Teach Progression
    - 1.1.2.1 A Permission to Teach Teacher will be paid not less than Level PTT
    - 1.1.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification.
  - 1.1.3 Levels 11 and 12 (10 & 11 from 2011)
    - 1.1.3.1 In 2010 appointments to Leading Teacher levels will be determined by the Principal from recommendations made by the Heads of School. Appointments will be based on the published criteria.
    - 1.1.3.2 From 2011 appointments to Leading Teacher levels 10 and 11 will be for a three year period and then subject to review. Staff currently at these levels will also be subject to review following three year period at this level.  
A review of the promotion and review process will be undertaken in 2010 by committee comprising the Principal and two delegates of the Principal, at least two teaching staff representative from Junior School, Middle School and Senior School. The Committee will make recommendation to the Principal.
    - 1.1.3.3 The salary of an existing Leading Teacher who does not meet the criteria established for review will be paid no less than their existing salary.

**1.2 Emergency Teacher Rates**

A Casual Teacher will be paid not less than the rates of pay as follows:

	1 February 2010	1 February 2011	1 February 2012
Half day	\$ 122.50	\$ 126.80	\$ 131.50
Full day	\$ 245.00	\$ 253.60	\$ 262.50

### Schedule 1B – Teacher Positions of Responsibility Allowances

The School will pay not less than the following allowances to teachers filling positions designated at the following levels:

<b>Level</b>	<b>% of Level 10 (2010) base salary*</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
A	1.50%	\$ 1,275	\$ 1,326	\$ 1,379
B	2.00%	\$ 1,700	\$ 1,768	\$ 1,839
C	3.00%	\$ 2,550	\$ 2,652	\$ 2,758
D	4.00%	\$ 3,400	\$ 3,536	\$ 3,677
E	4.50%	\$ 3,825	\$ 3,978	\$ 4,137
G	5.00%	\$ 4,250	\$ 4,420	\$ 4,597
H	7.00%	\$ 5,950	\$ 6,188	\$ 6,435
I	7.50%	\$ 6,375	\$ 6,630	\$ 6,895
J	8.50%	\$ 7,225	\$ 7,514	\$ 7,814
K	10.00%	\$ 8,500	\$ 8,840	\$ 9,194
L	12.00%	\$ 10,200	\$ 10,608	\$ 11,032
M	14.00%	\$ 11,900	\$ 12,376	\$ 12,871
N	17.00%	\$ 14,450	\$ 15,028	\$ 15,629
O	16.00%	\$ 13,600	\$ 14,144	\$ 14,710
P	22.00%	\$ 18,700	\$ 19,448	\$ 20,226
Q	20.00%	\$ 17,000	\$ 17,680	\$ 18,387
Y	25.00%	\$ 21,250	\$ 22,100	\$ 22,984

\* From 2011 position of responsibility rates will be linked to level 9 of the teaching scale.

## **SCHEDULE 2A – Classification of School Assistants**

### **Classifying school assistants**

Positions for ancillary staff employed in libraries, laboratories and on audio-visual duties, and as teacher aides will be classified in accordance with the following criteria.

With the exception of Grade 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as "typical" at each of the grades. A position need not involve all the duties listed as "typical" of the grade nor are the typical duties the only ones which may be required.

### **Grade 1**

#### **Positions**

Positions for which qualifications are not required:

- teacher aide
- integration aide
- ECC assistant
- library assistant
- laboratory assistant

#### **Characteristics**

It is characteristic of this classification that the school assistant may be required to perform any combination of a wide range of routine functions under reasonably direct oversight but may, after gaining experience, exercise some degree of autonomy and exercise discretion.

#### **Typical duties**

The duties of positions at this level may include some or all of the following:

#### **Library assistant:**

Provision of general assistance of a supportive nature for professional and para-professional library staff including:

- processing books (marking, covering, repairing and shelving)
- sorting catalogue cards
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying

#### **Laboratory assistant**

Routine tasks including:

- simple maintenance of equipment and materials
- care of fauna and flora
- setting up less complex experiments such as are typically conducted at years 7-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

#### **Teacher-aide**

Provision of general assistance of a supportive nature for teaching staff as directed including:

- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities eg. pupil records, collections etc
- collect and distribute stock and equipment
- assist teachers with care of children on school excursions, sports days, and other out of classroom activities.

### **Integration-aide**

Support the integration of specified student(s) by direct support or assisting the class teacher in the overall integration process. Duties may include:

- assist with care of specified student(s) in classroom, playground on school excursions, sports days, and other out of classroom activities.
- provide specified student(s) support with mobility; personal hygiene; paramedical and physical education programs; communication; social skills development; classroom skills development

### **ECC Assistant**

Provision of general assistance of a supportive nature for ECC teaching staff as directed including:

- assist with the implementation of daily routines
- assist in working with individuals and small groups of children in both spontaneous and planned activities
- assist with the supervision of children
- attend to the physical needs of children
- assist in keeping the environment orderly and presentable and the equipment maintained at an optimal level

### **Grade 1A**

#### **Characteristics**

Positions, the occupants of which are required by the employer to undertake a relevant post-secondary course of study.

#### **Positions**

- library technician-in-training
- laboratory technician-in-training

### **Grade 2**

Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification, but could also be gained from on the job relevant experience considered equivalent by the employer.

#### **Positions**

- library technician
- laboratory technician
- food technician

#### **Characteristics**

It is characteristic of this classification that the school assistant may be required to perform any combination of a wide range of functions under direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.

#### **Typical duties**

In addition to some or all Grade 1 or Grade 1A duties, the duties of positions at this level may include some or all of the following:

#### **Library technician**

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- under direction, assist teaching staff to take story groups
- searching and identifying fairly complex bibliographic material
- simple copy cataloguing
- filing catalogue cards
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

### **Laboratory technician**

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- manufacturing and servicing equipment
- implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- culturing, preparing for use and being responsible to the Head of Department for the security of bacterial, viral or other like substances
- ordering supplies and materials

### **Grade 3**

Positions, the duties of which require, in addition to the knowledge and skills required at Grade 2 level, additional experience or knowledge such as would normally be gained from the completion of an additional year of post-secondary qualification but could also be gained from on the job relevant experience considered equivalent by the employer.

### **Positions**

senior library technician  
librarian  
senior laboratory technician  
laboratory manager

### **Characteristics**

It is an essential characteristic of a school assistant at this classification level that such school assistant is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of a school assistant classified as a school assistant Grade 1, 1A or 2.

### **Typical duties**

In addition to some duties specified for lower level positions, the duties of positions at this level may include some or all of the following:

### **Senior library technician/librarian**

Performing responsible tasks associated with the efficient operation of a library such as:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- in-charge of an identifiable functional unit (eg. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

### **Senior laboratory technician/laboratory manager**

Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:

- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

### **Grade 4**

Characteristics and duties as for Grade 3, but must be directly supervising at least two full-time staff or at least three staff if any are part-time.

**SCHEDULE 2B – Carey School Assistants Pay Scales**

		1-Feb-10			01-Feb-11			01-Feb-12		
		5 weeks leave including loading	40 weeks including loading	39 weeks including loading	5 weeks leave including loading	40 weeks including loading	39 weeks including loading	5 weeks leave including loading	40 weeks including loading	39 weeks including loading
<b>Assistant without Qualifications</b>	<b>Grade 1</b>									
	1st year	\$ 42,204	\$ 36,101	\$ 35,229	\$ 43,681	\$ 37,364	\$ 36,462	\$ 45,210	\$ 38,672	\$ 37,739
	2nd year	\$ 43,190	\$ 36,938	\$ 36,046	\$ 44,701	\$ 38,231	\$ 37,308	\$ 46,266	\$ 39,569	\$ 38,613
	3rd year	\$ 44,190	\$ 37,790	\$ 36,876	\$ 45,737	\$ 39,113	\$ 38,167	\$ 47,338	\$ 40,482	\$ 39,503
	4th year	\$ 45,131	\$ 38,591	\$ 37,657	\$ 46,711	\$ 39,942	\$ 38,975	\$ 48,346	\$ 41,340	\$ 40,340
	5th year +	\$ 46,141	\$ 39,451	\$ 38,496	\$ 47,756	\$ 40,832	\$ 39,843	\$ 49,428	\$ 42,261	\$ 41,238
	<b>Grade 1A</b>									
	1st year	\$ 47,401	\$ 40,523	\$ 39,541	\$ 49,060	\$ 41,942	\$ 40,925	\$ 50,777	\$ 43,410	\$ 42,357
	2nd year	\$ 48,281	\$ 41,273	\$ 40,271	\$ 49,971	\$ 42,717	\$ 41,680	\$ 51,719	\$ 44,212	\$ 43,139
<b>Assistant with Qualifications</b>	<b>Grade 2</b>									
	1st year	\$ 48,281	\$ 41,273	\$ 40,271	\$ 49,971	\$ 42,717	\$ 41,680	\$ 51,719	\$ 44,212	\$ 43,139
	2nd year	\$ 49,266	\$ 42,110	\$ 41,088	\$ 50,990	\$ 43,584	\$ 42,527	\$ 52,775	\$ 45,109	\$ 44,015
	3rd year	\$ 50,249	\$ 42,948	\$ 41,905	\$ 52,008	\$ 44,452	\$ 43,372	\$ 53,828	\$ 46,007	\$ 44,890
	4th year	\$ 51,062	\$ 43,639	\$ 42,579	\$ 52,849	\$ 45,166	\$ 44,069	\$ 54,699	\$ 46,747	\$ 45,612
	5th year	\$ 52,045	\$ 44,476	\$ 43,395	\$ 53,867	\$ 46,033	\$ 44,914	\$ 55,752	\$ 47,644	\$ 46,486
	6th year +	\$ 53,029	\$ 45,313	\$ 44,211	\$ 54,885	\$ 46,899	\$ 45,758	\$ 56,806	\$ 48,541	\$ 47,360
<b>Assistant in charge of Staff</b>	<b>Grade 3</b>									
	1st year	\$ 53,029	\$ 45,313	\$ 44,211	\$ 54,885	\$ 46,899	\$ 45,758	\$ 56,806	\$ 48,541	\$ 47,360
	2nd year	\$ 54,210	\$ 46,319	\$ 45,191	\$ 56,108	\$ 47,941	\$ 46,773	\$ 58,071	\$ 49,618	\$ 48,410
	3rd year	\$ 55,400	\$ 47,332	\$ 46,180	\$ 57,339	\$ 48,988	\$ 47,796	\$ 59,346	\$ 50,703	\$ 49,469
	4th year	\$ 56,593	\$ 48,346	\$ 47,167	\$ 58,574	\$ 50,038	\$ 48,818	\$ 60,624	\$ 51,789	\$ 50,526
	5th year	\$ 57,774	\$ 49,350	\$ 48,147	\$ 59,796	\$ 51,077	\$ 49,832	\$ 61,889	\$ 52,865	\$ 51,576
	6th year +	\$ 58,956	\$ 50,357	\$ 49,129	\$ 61,019	\$ 52,119	\$ 50,849	\$ 63,155	\$ 53,944	\$ 52,629
	<b>Grade 4</b>									
	1st year	\$ 56,593	\$ 48,346	\$ 47,167	\$ 58,574	\$ 50,038	\$ 48,818	\$ 60,624	\$ 51,789	\$ 50,526
	2nd year	\$ 57,774	\$ 49,350	\$ 48,147	\$ 59,796	\$ 51,077	\$ 49,832	\$ 61,889	\$ 52,865	\$ 51,576
	3rd year	\$ 58,956	\$ 50,357	\$ 49,129	\$ 61,019	\$ 52,119	\$ 50,849	\$ 63,155	\$ 53,944	\$ 52,629
	4th year	\$ 60,146	\$ 51,371	\$ 50,117	\$ 62,251	\$ 53,169	\$ 51,871	\$ 64,430	\$ 55,030	\$ 53,686
	5th year	\$ 61,329	\$ 52,377	\$ 51,098	\$ 63,475	\$ 54,210	\$ 52,886	\$ 65,697	\$ 56,108	\$ 54,737

## **SCHEDULE 3A - CAREY PROFESSIONAL SUPPORT SERVICES JOB CLASSIFICATIONS**

### **Level 1**

This classification applies to employees who are engaged in routine duties requiring no specific skill, prior experience or prior training. On-the-job training may be required.

### **Level 2**

An employee at this level is not required to have any qualifications and is required to perform any combination of a wide range of functions under direct supervision. The employee initially receives specific direction leading to routine direction which leads to knowledge of the required tasks and/or procedures. The employee, after gaining experience, may exercise some degree of autonomy and discretion. The employee will not be required to supervise other employees.

Such positions may include positions similar to those of Level 1 but involving more complex tasks.

### **Level 3**

An employee at this level undertakes duties which require knowledge and skills which may be gained by the completion of a relevant post-secondary certificate or approved trade certificate or equivalent or from on the job experience considered relevant by the employer. The employee may be required to perform any combination of a wide range of functions under routine direction but may, after gaining experience exercise some degree of autonomy.

The employee receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach. The employee is normally subject to progress checks usually confined to the unusual or difficult aspects and has assignments reviewed on completion. Although the employee is routinely supervised, the employee operates with a fair degree of autonomy and may be required to supervise Level 1 or 2 employees and/or to supervise students while performing their normal duties.

### **Level 4**

The employee, in addition to the knowledge and skills required at Level 3, is required to undertake duties needing additional experience or knowledge such as may be gained by the completion of a relevant three-year post-secondary qualification or from on-the-job experience considered relevant by the employer. The employee is often required to exercise significant initiative and discretion and is required to demonstrate expertise. The employee is required to accept personal responsibility significantly beyond that of a Level 3 employee. The employee receives general instructions, usually covering only the broader technical aspects of the work and works with little direct supervision. The employee may be subject to progress checks to ensure that satisfactory progress is being made. The employee may be responsible to a supervisor and would usually be required to supervise Level 1-3 employees while performing their normal duties.

### **Level 5**

The employee, in addition to the knowledge and skills required at Level 4, may be required to be directly supervising other employees in a large, reasonably autonomous unit within the workplace or across the workplace.

Positions at this level will, under general direction, assist with the coordination of the financial, personnel and other support services.

As a support role to a senior administrator a position at this level would, generally, be required to manage a specific support function or assist the senior administrator in the management of support functions. This may include supervision of staff delivering a single support function, for example, operation of the office.

The employee has the skills required to do the job either as a result of experience or qualifications or both. The employee receives limited direction and has work measured in terms of the achievement of stated objectives. The employee is fully competent and very experienced in a technical sense and requires little guidance during the performance of work.

The employee would normally be responsible to management and would be required to supervise Level 1-4 employees while performing their normal duties.

**Level 6**

Positions at this level will, under general direction, have the responsibility for the supervision and coordination of finance, personnel and other support services.

Alternatively a position may be at this level where there is a requirement to manage a specific function (eg. finance, facilities etc.). However, where this occurs the position becomes a management role in respect to that function with the appropriate level of responsibility and accountability.

The position will be responsible for the day to day management and supervision of support staff. It is also responsible for providing key support and timely advice to senior management, as well as undertaking effective liaison on behalf of the education institution with the general community, government agencies and service providers.

Such positions may include positions similar to those of previous levels but involving more complex tasks. Positions at this level may be a support role to a senior administrator and would provide to that senior position support involving the day to day running of the administrative unit which will involve responsibility for the supervision and deployment of other support staff within clearly defined objectives and guidelines.

**Level 7**

Positions at this level, under general direction, will be required to administer the finance, personnel, administration, buildings and equipment resources of the education institution.

Positions at this level will be responsible for the day to day management and supervision of administrative support staff. Responsibility may also extend to the coordination of support staff work and duties. The position is also responsible for providing key support and timely advice to the senior management, as well as undertaking effective liaison on behalf of the education institution with the general community, government agencies and service providers.

Positions at this level will provide a high level administrative and management support to the senior management. This will include ensuring all records are accurately maintained and that senior management are provided with all relevant reports and provide authoritative advice in relation to those reports and administrative policy and issues within the education institution.

Business management becomes a key aspect at this level. This will involve the coordination and development of strategies across a range of functional areas which impact on the overall administration of the institution.

Positions at this level will involve the coordination of support functions with a view to ensuring the most efficient use of resources and that the broad objectives of the institution are attained. Coordination of non-teaching staff across a variety of functional areas will be a requirement.

The position will be required to undertake investigations, prepare reports and draft responses to correspondence. Coordination of staff undertaking these tasks may also be required.

Such positions may include positions similar to those of previous Levels but involving more complex tasks. Positions at this level could involve a single functional area providing it was of a highly specialised and expert level, for example, a computer systems employee who is a project leader and provides the highest point of reference for relevant specialist advice. The position would be expected to make a considerable contribution to the technical aspects of investigations, development of computer systems and training of staff.

**SCHEDULE 3B - CAREY PROFESSIONAL SUPPORT SERVICES SALARY LEVELS**

	1 FEB 2010 PSS MidPoint Table (3% increase)			1 FEB 2011 PSS MidPoint Table (3% increase)			1 FEB 2012 PSS MidPoint Table (3% increase)		
SG	Min	MidPoint	Max	Min	MidPoint	Max	Min	MidPoint	Max
PSS1	\$ 38,380	\$ <b>42,640</b>	\$ 46,910	\$ 39,530	\$ <b>43,920</b>	\$ 48,320	\$ 40,720	\$ <b>45,240</b>	\$ 49,770
PSS2	\$ 43,200	\$ 48,000	\$ 52,800	\$ 44,500	\$ <b>49,440</b>	\$ 54,380	\$ 45,840	\$ <b>50,920</b>	\$ 56,010
PSS3	\$ 49,870	\$ <b>55,410</b>	\$ 60,960	\$ 51,370	\$ <b>57,070</b>	\$ 62,790	\$ 52,910	\$ <b>58,780</b>	\$ 64,670
PSS4	\$ 56,640	\$ 62,930	\$ 69,230	\$ 58,340	\$ <b>64,820</b>	\$ 71,310	\$ 60,090	\$ <b>66,760</b>	\$ 73,450
PSS5	\$ 64,980	\$ <b>72,200</b>	\$ 79,420	\$ 66,930	\$ <b>74,370</b>	\$ 81,800	\$ 68,940	\$ <b>76,600</b>	\$ 84,250
PSS6	\$ 72,950	\$ 81,060	\$ 89,170	\$ 75,140	\$ <b>83,490</b>	\$ 91,850	\$ 77,390	\$ <b>85,990</b>	\$ 94,610
PSS7	\$ 81,580	\$ <b>90,640</b>	\$ 99,700	\$ 84,030	\$ <b>93,360</b>	\$ 102,700	\$ 86,550	\$ <b>96,160</b>	\$ 105,780
PSS8	\$ 92,140	\$ <b>102,380</b>	\$ 112,520	\$ 94,900	\$ <b>105,450</b>	\$ 115,900	\$ 97,750	\$ <b>108,610</b>	\$ 119,380

Salary levels incorporate the entitlement to annual leave loading