



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Eltham College

(AG2009/21994)

ELTHAM COLLEGE OF EDUCATION AGREEMENT 2009

Educational services

COMMISSIONER CRIBB

MELBOURNE, 12 FEBRUARY 2010

Application for approval of the ELTHAM College of Education Agreement 2009.

[1] An application has been made for approval of an enterprise agreement known as the *ELTHAM College of Education Agreement 2009* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Eltham College. The agreement is a single-enterprise agreement.

[2] The Agreement was made during the bridging period¹ as defined in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (the Transitional Act), accordingly, when considering whether to approve the Agreement I have taken into account the provisions of Part 2–4 of Chapter 2 of the Act as modified by Schedule 7 of the Transitional Act.

[3] 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.

[4] The Victorian Independent Education Union (VIEU), 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.

¹ Item 2, Part 1, of Schedule 2.

[5] The Agreement was approved in Chambers on 12 February 2010 and, in accordance with s.54 of the Act, will operate from 19 February 2010. The nominal expiry date of the Agreement is 31 January 2012.



PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the *ELTHAM College of Education Agreement 2009* (this 'Agreement') and is an Enterprise Agreement made pursuant to section 172(2) of the Fair Work Act.

2 ARRANGEMENT

This Agreement is arranged as follows.

<u>Part Title</u>	<u>Part Number</u>	<u>Clause Numbers</u>
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Annual Leave – Information Technology Employees	7	64
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Classifications and Salaries – Information Technology Employees	7	62
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Notice of Termination – Grounds and Maintenance Employees	6	61
Notice of Termination – Information Technology Employees	7	65
Notice of Termination – Public Relations Employees	8	69
Notice of Termination – School Assistants	4	53
Notice of Termination – Teachers	3	47
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Schedule Title

Schedule Number

Teachers

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Classification Structure (Clerical Employees)	3A
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Salaries (Clerical Employees)	3B

Grounds and Maintenance Employees

Classification Structure (Grounds and Maintenance Employees)	4A
Reasonable Additional Hours	4B
Salaries (Grounds and Maintenance Employees)	4B

Information Technology Employees

Classification Structure (Information Technology Employees)	5A
Reasonable Additional Hours	5B
Salaries (Information Technology Employees)	5B

Public Relations Employees

Classification Structure (Public Relations Employees)	6A
Reasonable Additional Hours	6B
Salaries (Public Relations Employees)	6B

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 This Agreement will commence to operate 7 days after this Agreement is approved by FWA. Payment of salaries will commence on the first pay period after approval and be back paid to the approval date.

3.2 The nominal expiry date of this Agreement is 31 January 2012.

4 PARTIES BOUND

- 4.1 This Agreement binds:
- i. the Employer;
 - ii. Teachers, including Permission-to-Teach Teachers;
 - iii. School Assistants;
 - iv. Clerical Employees;
 - v. Grounds and Maintenance Employees;
 - vi. Information Technology Employees; and
 - vii. Public Relations Employees
- 4.2 This Agreement does not apply to Casual Employees.
- 4.3 Parts 1, 2 and 3 of this Agreement apply to all Employees covered by this Agreement. Parts 4, 5, 6, 7, 8 and 9 of this Agreement apply to Employees as specified.
- 4.4 The Victorian Independent Education Union will be covered by the Agreement upon notice s.183(1) of the Act.

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 NATIONAL EMPLOYMENT STANDARDS

- 6.1 To the extent that a term of this Agreement is detrimental to an Employee, in any respect, when compared to an entitlement of the Employee under the NES, the term of this Agreement has no effect.
- 6.2 Subclause 6.1 and the NES have no application to an Employee covered by this Agreement until the NES commences to operate (proposed 1 January 2010).

7 DEFINITIONS

Attendance Time	means all days of the School Year less the Non Attendance Time (discussed at Clause 46) and the period of annual leave
Australian Fair Pay and Conditions Standard	means Part 7 of the <i>Workplace Relations Act 1996</i> (Cth.) as maintained by the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)
Award	means the following: <ul style="list-style-type: none"> • <i>Victorian Independent Schools - Teachers - Award 1998;</i> • <i>Victorian Independent Schools – Early Childhood Teachers – Award 2004;</i> • <i>Educational Services – Early Childhood Assistants – Victoria – Award 1999</i> • <i>Victorian Independent Schools - School Assistants - Award 1998;</i> • <i>Victorian Independent Schools – Clerical/Administrative Employees – Award 2004;</i> • <i>Public Relations Industry Award 2003;</i> • <i>Sportsground Maintenance and Venue Presentation Award</i>

	<p>2001;</p> <ul style="list-style-type: none"> • <i>Information Technology Industry (Professional Employees) Award 2001</i> <p>and any other award applicable to any Employee.</p>
Casual Employee	means an employee engaged as such
Clerical Employee	<p>means a person who is employed wholly or principally in clerical work and/or administrative work, but does not include</p> <ul style="list-style-type: none"> • a business manager (by whatever name called), • a human resource manager • a finance manager (by whatever name called), • a training services manager (by whatever name called), • a person who has delegated authority to act for the Employer from time to time in the recruitment and termination of employees of the School, and • an employee with accounting responsibilities who is eligible for membership of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants, the Association of Taxation and Management Accountants or the National Institute of Accountants
Continuous Service	means all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer. Periods of unpaid leave do not break continuity of employment
Employee	means an employee covered by this Agreement
Employer	means Eltham College [ABN 31 004 992 750]
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Fixed-Term Employee	means an Employee employed pursuant to clause 11 of this Agreement
Full-time Employee	means an Employee employed pursuant to clause 11 of this Agreement.
FW Act	means the <i>Fair Work Act 2009</i> (Cth)
FWA	means Fair Work Australia
Grounds and Maintenance Employee	<p>means a person engaged in:</p> <ul style="list-style-type: none"> • laying out, planting, construction, cultivation, maintenance, keeping in order or removal of gardens and/or lawns and/or trees; • the construction, ornamentation, presentation, formation, maintenance or keeping in order of outdoor sports grounds; • the maintenance, presentation and keeping in order of grounds, facilities and buildings <p>but does not include</p> <ul style="list-style-type: none"> • a property manager (by whatever name called) • a grounds/vineyard manager (by whatever name called)

Immediate Family	<p>means</p> <ul style="list-style-type: none"> • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the Employee; and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee.
Information Technology Employee	means a person employed wholly or principally in computer system installation/repair/maintenance; systems analysis services; activities which are incidental ancillary or complimentary to the activities associated with the design and manufacture of computers and computer peripherals, telecommunications equipment, computer software
NES	means the National Employment Standards (Part 2-2 of the FW Act)
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less four (4) weeks' annual leave)
Part-time Employee	means an Employee employed pursuant to clause 11 of this Agreement
Permission-to Teach-Teacher	<p>means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and the person</p> <ol style="list-style-type: none"> i. holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and hospitality, or iii. is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience
Public Relations Employee	means a person employed wholly or principally in publicity, promotions, marketing, publications, design and press photography
Principal	means Principal of the School or his or her nominee
Registered Health Practitioner	means a person registered under the <i>Health Professions Registration Act 2005 (Vic.)</i>
School	means ELTHAM College of Education [ABN 31 004 992 750]
School Assistant	means a person who is ancillary to the process of teaching and includes counsellors, guidance officers, audiovisual assistants, audiovisual technicians, multimedia assistants, multimedia technicians, laboratory assistants, laboratory technicians, library assistants, library technicians, librarians, special education personnel, integration aides, teacher aides, Early Childhood assistants and first aid officers
School Holidays	means a period of student holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools

School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach. This definition includes: <ul style="list-style-type: none"> • a qualified teacher librarian • a person who is employed as an Early Childhood Teacher to teach children in the early childhood learning (kindergarten) program but does not include a person employed as Principal or member of the Executive team by whatever name called
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic.)
WR Act	means the <i>Workplace Relations Act 1996</i> (Cth.)

8 DISPUTE RESOLUTION PROCEDURE

8.1 If a dispute relates to:

- (a) a matter arising under this Agreement, or
- (b) the NES from the date it commences to operate (proposed 1 January 2010),

this clause sets out procedures to settle the dispute.

8.2 The Employer and an Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

8.3 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.

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

8.5 FWA may deal with the dispute in two stages:

(a) FWA will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and 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.

8.6 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 perform his or her work 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.

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

PART 2 CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THIS AGREEMENT

9 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 9.1 The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) this 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 9.1(a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
 - (d) The Employee may choose to be accompanied by a person of their choice when meeting with the Employer to negotiate an Arrangement under this clause.
- 9.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the FW Act; and
 - (b) are not unlawful terms under section 194 of the FW Act ; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 9.3 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 this 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
 - (e) states the day on which the arrangement commences.
- 9.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 9.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at anytime.

10 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- 10.1 The provisions of this clause apply where:
- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on Employee/s of the enterprise.
- 10.2 The Employer must notify the relevant Employee/s of the decision to introduce the major change.
- 10.3 The relevant Employee/s may appoint a representative to assist them in the matter of consultation described within this clause.
- 10.4 If:
- (a) a relevant Employee appoints, or relevant Employee/s appoint, a representative for the purposes of consultation, and
 - (b) the Employee or Employee/s advise the Employer of the identity of the representative,
- the Employer must recognise the representative.
- 10.5 As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant Employee/s:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employee/s; and
 - (iii) measures the Employer is taking to avert or mitigate any adverse effect of the change on the Employee/s; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant Employee/s:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employee/s; and
 - (iii) any other matters likely to affect the Employee/s.
- 10.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employee/s.
- 10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employee/s.
- 10.8 If a clause in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in sub-clauses 10.2, 10.3 and 10.5 are taken not to apply.
- 10.9 In this clause, a major change is likely to have a significant effect on Employee/s if it results in:
- (a) the termination of the employment of Employee/s; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employee/s; or

- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employee/s; or
- (f) the need to relocate Employee/s to another workplace; or
- (g) the restructuring of jobs.

10.10 In this clause, **relevant Employee/s** means the Employee/s who may be affected by the major change.

11 MODES OF EMPLOYMENT

The Employer may employ a Full-time, Part-time or Fixed-Term Employee under this Agreement. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, capacity, competence and training. Prior to the commencement date of employment, new staff members of the Employer will receive a letter of appointment which provides information relating to:

- the date on which employment commences;
- the date on which employment ceases (in respect of a Fixed Term Employee);
- the commencing salary, classification and mode of payment;
- superannuation arrangements, and
- a broad job description.

11.1 Full-time Employee/s

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

11.2 Part-time Employee

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

11.2.2 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. For a Part-time Teacher, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken.

11.2.3 A Part-time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full-time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 11.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full-time Teacher's face-to-face teaching hours are deemed to be 19 hours for Middle Years (Years 5 – 9) and Senior Years (Years 10-12) and 23 hours for Early Years (ELC) and Junior Years (Prep – Year 4):

$$\frac{\text{hours of face-to-face teaching}}{\text{hours of Full-time Teacher's face-to-face teaching}} \times \text{annual salary}$$

11.2.4 A Part-time Teacher will undertake a proportionate number of other duties normally expected of a Full-time Teacher.

11.2.5 The Employer will attempt to accommodate the request of a Part-time Teacher with regards to days worked. However, the educational needs of students must take priority, and timetabling and other operational constraints may place limitations on the School's ability to meet these requirements.

11.2.6 Clause 40 (Redundancy) of this Agreement does not apply where a Part-time Employee's time fraction has been reduced by 0.2 full-time equivalent or less, relative to the time fraction at which the Employee was initially employed on a part-time basis.

11.3 Fixed-Term Employee

11.3.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full-time or part-time:

- to replace one or more Employee/s who are on leave;
- to undertake a specified project;
- to undertake a specified task which has a limited period of operation; or
- to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

11.3.2 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.

11.3.3 Before employing a Fixed-Term Employee on a replacement basis, the Employer will inform the Fixed-Term Employee of:

- the reason for the fixed nature of the employment;
- the date of commencement of the employment;
- the benefits which are applicable under this Agreement; and
- the rights of any Employee being replaced.

11.3.4 Subject to clause 12, the termination of employment of a Fixed-Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 48, 54, 58, 62, 66 or 70.

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

- redundancy
- fee remission for children
- HECS support

12 QUALIFYING PERIOD

12.1 An Employee's employment is contingent upon the satisfactory completion of a six-month qualifying period.

12.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 48, 54, 58, 62, 66 or 70 and does not need to comply with any due process or performance management policies or procedures in place from time to time.

12.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

Employee

Period of Notice

Teacher	4 weeks wholly within the one school term
School Assistant	4 weeks
All other Employee/s	1 week

- 12.4 If the Employee resigns within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 12.3 above.

13 REMUNERATION

- 13.1 The rates of pay are set out in the Schedules of this Agreement.

- 13.2 It is agreed that should the next Enterprise Agreement not be complete and fully agreed by 30 June 2011, then the EA Committee together with the Employer will devote all meetings from the commencement of July 2011 to determining and mutually agreeing salary increases for each category of employee which would be payable from 1 February 2012. This decision should be finalised by 30 September 2011. If this cannot be achieved, Fair Work Australia will be appointed as an Independent Arbitrator for the purpose of determining the appropriate salary increases.

14 REMUNERATION PACKAGING

- 14.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.
- 14.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a written subsidiary agreement varying the Employee's conditions of employment.

15 SUPERANNUATION

The Employer currently makes an Employer superannuation contribution equivalent to 9 per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating Employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to NGS Super.

16 PAYMENT ARRANGEMENTS

Salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis.

17 ANNUAL LEAVE LOADING

Salaries are inclusive of any entitlement that would otherwise exist for annual leave loading.

18 ALLOWANCES

An allowance is paid to a member of staff for specific duties performed which are beyond the employee's defined duties or agreed time commitment.

The rates of payment applied to each allowance, is reviewed every three years and coincides with the negotiation of a new Certified Agreement.

A Responsibility allowance is paid to a member of staff to assume the duties and responsibilities attached to an allowance when a member of staff is away on authorised leave for a continuous period of more than five working days. The responsibility allowance is paid at the existing rate for that allowance.

A Higher Duties allowance as defined in Clause 19.

Other allowances as defined in Clauses 20 – 24 inclusive.

19 HIGHER DUTIES

- 19.1 The Employer may direct that an Employee other than a Teacher temporarily perform duties applicable to a classification higher than that of the Employee.
- 19.2 Where an Employee other than a Teacher performs such duties for more than five working days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, that Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the said duties are performed.

20 CORE OUTDOOR EDUCATION CAMP ALLOWANCE

- 20.1 All Teachers are expected to attend one core outdoor education camp per annum. Special circumstances may be taken into account by negotiation between the Employee and the Employer.
- 20.2 An Employee, other than a teacher employed specifically as an Outdoor Education specialist, who attends more than one core outdoor education camp per annum will be entitled to the payment of an inconvenience allowance of \$100 per night on the following basis:
- (a) Minimum of two nights away from school
 - (b) An Employee proposing to attend a camp for which the allowance is payable must first be approved by the Principal or his nominee
 - (c) The allowance will not be paid in situations where a teacher accompanies the school group in a private capacity.

21 MEAL ALLOWANCE

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7pm on any day. Where an Employee has a medical or ethical reason to request a special dietary requirement, the caterer will provide a suitable meal. Where this is not possible, an Employee may claim a meal allowance equivalent to the cost of the Employer provided meal.

22 HECS SUPPORT

An Employee will be reimbursed 50% of the Higher Education Contribution Scheme (HECS) levy, up to a maximum of \$500 per semester, due for study which has been

successfully completed and for which the Employee has been given prior written approval by the Employer.

23 FEE REMISSION FOR CHILDREN OF EMPLOYEE/S

- 23.1 An Employee will be offered a remission of tuition fees for any child under his or her care or custody enrolled at the School.
- 23.2 Employee/s can elect to have a fee remission of 25% or 50%.
- 23.3 Employee/s will be required to pay any FBT inherent in this benefit. At the date of this Agreement there is no FBT payable on a fee remission of 25% but that is subject to change by the Australian Taxation Office.
- 23.4 The Employer will waive payment of the Family Deposit and Application fees normally required in respect of enrolment.
- 23.5 The fee remission will apply to the balance of fees payable by the Employee after the grant of an award such as a scholarship.
- 23.6 The fee remission will continue to apply if the Employee is on paid leave.
- 23.7 The fee remission will apply for up to 12 months of Parental Leave.
- 23.8 The fee remission does not apply to any other form of unpaid leave.
- 23.9 Fee remission can only apply when fee payment is not in arrears unless agreed in writing with the Principal.

24 OUT OF SCHOOL HOURS CARE FOR CHILDREN OF EMPLOYEE/S

Where an Employee with a child or children (3 years of age to Year 4 level) is required to undertake work on behalf of the School, the Employee may access the College's Out of School Hours Care services (Before School Care, After School Care and School Holiday Program) free of charge. This is conditional on space being available and appropriate bookings being made.

25 PERFORMANCE MANAGEMENT

25.1 Performance Management is introduced to respond to a staff member's performance of their duties and/or conduct in terms of their employment with the Employer. The culture in which these duties occur is shown in the document 'Expectations of an Employee' given to each new Employee and each year re-issued to existing Employees, and is further expressed in the Professional Code of Conduct of the Victorian Institute of Teaching.

25.1.1 The Employer may exercise a right to conduct a review where it considers there is a case of unsatisfactory performance and/or conduct on the part of an Employee.

25.1.2 In the interests of both the Employer and the Employee there should be a flexible approach to managing these issues. The following procedure provides a structural framework that will apply when there is a need to address unsatisfactory performance and/or unsatisfactory conduct.

25.1.3 Initially, the Employer will work with the Employee to address the issues without recourse to due process. The Employee is able to be accompanied by a

person of the Employee's choice during this informal process. However, where this does not address the issue/s, and unsatisfactory performance and/or conduct occurs over a continuing period within the next half term and, despite assistance given by the Principal or his/her designated representative the situation does not improve, a formal process may be implemented.

25.2 Performance Management is not intended to include discussions with Employee/s about curriculum change, or teaching and learning innovations. These discussions are a matter of professional growth and change in response to the Employer's strategic directions and are not related to individual performance. Performance Management also does not relate to teams although there may, from time-to-time, be discussions and actions with teams about issues affecting the performance of the team. If this identifies individual/s who exhibit unsatisfactory performance and/or conduct then a Performance Management process may then be introduced for the individual/s.

25.3 Where the Employer deems it to be appropriate, during a period of Performance Management salary increases and incremental steps may be put on hold until the performance issue has been satisfactorily resolved. Should this take longer than one school term, the appropriate level increase would occur, but not any annual salary increase until the Performance Management process was completed.

25.4 Procedures:

25.4.1 Formal process is a set of sequenced actions, the purpose of which is to mediate the situation, to rectify the concern/s about the Employee's unsatisfactory conduct and/or performance and to avert the possibility of termination of employment.

25.4.2 Where the Employer determines that an Employee demonstrates continued unsatisfactory performance, or fails to adhere to the professional values and standards for professional conduct - in the case of teachers, established by the Victorian Institute of Teaching - the Employer shall hold formal discussions with the Employee. During these discussions, the Employee shall have the right to be accompanied by a person of the Employee's choice. Should these discussions fail to resolve the Employer's concerns about the conduct and/or performance of the Employee, this due process shall be applied.

25.4.3 The due process will commence with the Employer advising the Employee in writing of:

- The Employer's concerns with the Employee's conduct and/or performance
- The time, the name/s of the Employer's representative, date and place of the first due process meeting that is to be held within five working days of the date of notice
- The Employee's right to be accompanied by a person of the Employee's choice at all due process meetings
- The Employer's right to terminate the employment should due process not resolve the Employer's concerns

25.4.4 At the initial meeting, the Employee shall be given an opportunity to seek clarification of any points raised in the Employer's letter and the parties will attempt to reach agreement on an appropriate timeline for the total process and the times and dates for holding review meetings. Should agreement not be reached, the Employer will determine the date by which the unsatisfactory performance or conduct must be remedied. The Employer will have the meeting independently minuted and the notes of meeting will be given to the Employee.

25.4.5 A due process meeting will:

- Include discussion of the Employer's concerns with the Employee's conduct and/or performance
- Give the Employee an opportunity to respond to the Employer's concerns at the meeting or within three working days of the meeting
- Include discussion and agreement of any counselling, training or assistance available to the Employee from either the Employer or a third party or both
- Set an appropriately timed period of review to complete the process. This period will not be greater than 12 weeks unless there is mutual agreement to extend the time. At the end of this period the Employee shall be able to terminate the Employee's employment if the concerns have not been satisfactorily resolved.

25.4.6 Due process shall, in accordance with the timeline, result in a conclusion to the process or the termination of the employee's employment. When due process is satisfactorily resolved, the Employer will provide the Employee with a letter to that effect.

25.5 Notwithstanding anything in the above clauses, the Employer shall exercise its right to dismiss any Employee without notice in the following circumstances:

- Wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract
- Conduct that causes imminent and serious risk to the health or safety of a person, or the reputation, viability or profitability of the Employer
- The Employee engaging in theft, fraud or assault in the course of their employment
- The Employee being intoxicated or under the influence of non-prescription drugs whilst at work; or
- The Employee refusing to carry out lawful and reasonable instruction that is consistent with the Employee's contract of employment
- Where the employee engages in serious misconduct justifying summary dismissal.

In any such circumstance outlined in Clause 25.5, the Employee will only be entitled to payment of salary and any accrued annual leave and long service leave benefits up until the date of termination.

26 PERSONAL LEAVE

26.1 Personal leave is in accordance with the Australian Fair Pay and Conditions Standard except where more favourable terms are provided in this Agreement.

26.2 This clause does not reproduce the Australian Fair Pay and Conditions Standard in full.

26.3 Entitlement

26.3.1 An Employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave. Unused Personal Leave is cumulative.

26.3.2 For a Full-time Employee, the personal leave entitlement equates to 15 days per year of service. A Part-time Employee is entitled to paid personal leave on a pro rata basis based on specified hours in clause 44, 50, 55,59, 63 or 67.

26.3.3 Paid sick leave is taken by the Employee because of a personal illness or injury.

26.3.4 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's immediate family or a member of the Employee's

household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A Part-time Employee is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 44, 50, 55, 59, 63 or 67. Carer's leave, if not used in any year, does not accrue as a separate entitlement.

- 26.3.5 Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 26.3.6 Personal leave for an Employee accrues upon the completion of each four-week period of continuous service, based upon the Employee's nominal hours of work.
- 26.3.7 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's immediate family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- 26.3.8 An Employee is entitled to sick leave provided that the Employee produces a medical certificate from a registered health practitioner or statutory declaration to the Employer:
- for any absence of more than two consecutive days
 - for any absence contiguous with a holiday to which the Employee is entitled and would not otherwise require the production of a certificate
 - where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.
- 26.3.9 An Employee is entitled to carer's leave provided that the Employee produces, if required by the School, a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer stating the illness of person concerned and that the illness is such as to require care by another.

27 COMPASSIONATE LEAVE

- 27.1 Compassionate leave is in accordance with the Australian Fair Pay and Conditions Standard, except where more favourable terms are provided in this Agreement.
- 27.2 This clause does not reproduce the Australian Fair Pay and Conditions Standard in full.
- 27.3 Entitlement
- 27.3.1 An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
- 27.3.2 This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
- 27.3.3 The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

28 INFECTIOUS DISEASES LEAVE

28.1 An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided 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:

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever
- Hepatitis
- SARS
- H1N1
- Avian Flu
- Other similarly contagious disorders

28.2 The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

29 PUBLIC HOLIDAYS

29.1 An Employee is entitled to public holidays as specified in the *Public Holidays Act* 1993 (Vic) and as gazetted by the Victorian Government from time to time. These include the following:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

29.2 The Monday before Melbourne Cup Day shall be granted as an additional public holiday.

29.3 Public holidays that occur during a period of leave for Employee/s in accordance with clauses 45 or 52 do not create an additional entitlement.

29.4 By agreement between the Employer and the majority of Employee/s, an alternative day may be taken as the public holiday in lieu of any of the specified days.

29.5 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.

29.6 An agreement made in accordance with 29.4 or 29.5 must be recorded in writing and made available to every affected Employee. Any such agreement must be

recorded in the time and wages records kept by the Employer.

30 PARENTAL LEAVE

30.1 Relationship with Act

30.1.1 Parental leave is in accordance with the Australian Fair Pay and Conditions Standard except where more favourable terms are provided in this Agreement.

30.1.2 From 1 January 2010, an Employee's entitlement to Parental Leave will be in accordance with the NES.

30.1.3 From 1 January 2010, 30.2.2 and 30.2.3 do not apply, as these rights will be replaced by the NES,

30.2 Right to request

30.2.1 Simultaneous Leave

(a) Subject to 30.2.1(b), an Employee entitled to parental leave pursuant to the provisions of the Australian Fair Pay and Conditions Standard may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.

(b) An application under 30.2.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

30.2.2 Additional Long Parental Leave

(a) Subject to 30.2.2(b), an Employee entitled to parental leave pursuant to the provisions of the Australian Fair Pay and Conditions Standard may request the Employer to allow the Employee to extend the period of long unpaid parental leave provided for in the Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities.

(b) An application under 30.2.2(a) may be made at any time from the time of the application for the period of long unpaid parental leave provided by the Act but must be made not less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

30.2.3 Part-time Work

(a) Subject to 30.2.3(b), an Employee entitled to parental leave pursuant to the provisions of the Australian Fair Pay and Conditions Standard may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.

(b) An application pursuant to 30.2.3(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

30.2.4 Request to be considered

(a) The Employer shall consider any request made pursuant to 30.2.1, 30.2.2 or 30.2.3 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such

grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (b) An Employee's request and the Employer's decision made pursuant to 30.2.1, 30.2.2 or 30.2.3 must be recorded in writing.

30.3 Paid parental leave

30.3.1 Entitlement to paid parental leave

Subject to this clause 30.3 of this Agreement:

- (a) Where an Employee is granted unpaid parental leave in accordance with clause 30.1 of this Agreement to be the primary caregiver of a child, the Employee is entitled to take the first part of the leave as paid parental leave according to the Employee's length of continuous service with the Employer as specified below providing the Employee takes the minimum period of parental leave specified below at or around the time of the birth or placement of the child:

Years of Continuous Service	Paid Parental Leave Entitlement	Minimum Period of Parental Leave
One year but less than two	4 weeks' paid leave	6 weeks' parental leave
Two years but less than three	8 weeks' paid leave	8 weeks' parental leave
Three or more years	12 weeks' paid leave	12 weeks' parental leave

- (b) Where an Employee, who is to be the non-primary carer, is granted unpaid short parental leave at the time of the birth of a child or unpaid short parental leave at the time of placement of a child in accordance with clause 30.1 of this Agreement, the Employee is entitled to take up to one week of the leave as paid parental leave.

30.3.2 Payment

- (a) The paid parental leave entitlement will be paid at the Employee's ordinary rate of pay immediately before the Employee commences the period of paid parental leave. For Employee/s who are not Full-Time Employee/s, the paid parental leave entitlement will be paid as a proportion of such amount in accordance with the amount of time worked by the Employee.
- (b) The paid parental leave entitlement will be paid to the Employee at the same times and intervals as the Employee would receive his or her pay if the Employee were still at work. The first payment will be made during the pay period commencing closest to the date the Employee commences the period of parental leave.

30.3.3 Other paid leave

Paid parental leave cannot be taken concurrently with any other paid leave.

30.3.4 Employer employs both parents of the child

Where the Employer employs both parents of the child, only one parent is entitled to paid parental leave.

30.3.5 Second or subsequent paid parental leave entitlement

In order to be entitled to a second or subsequent paid parental leave entitlement, an Employee must return to work with the Employer and complete a further period of not less than fifty-two (52) weeks' work. For the purpose of this sub-clause, work does not include any period(s) of unpaid leave.

30.3.6 Accrual of leave entitlements

During the period of time that the Employee is entitled to paid parental leave pursuant to clause 30.3 of this Agreement, the Employee is entitled to accrue annual leave and paid personal/carer's leave. However, paid parental leave does not count for the purpose of accrual of any benefits or entitlements under the *Long Service Leave Act 1992 (Vic.)*.

30.3.7 Introduction of paid parental leave statutory scheme

In the event that a paid parental leave statutory scheme is introduced and the Employee is eligible to participate in such scheme, the Employee's entitlement to paid parental leave under the scheme will be in lieu of the Employee's entitlement to paid parental leave pursuant to clause 30.3 of this Agreement. However, where the Employee takes paid parental leave in accordance with the scheme and the Employee would otherwise have been entitled to paid parental leave pursuant to clause 30.3 of this Agreement, the Employer will pay to the Employee an amount equivalent to the difference between:

- (a) the amount payable under the scheme; and
- (b) the Employee's ordinary rate of pay immediately before commencing the paid parental leave,

during the period of paid parental leave set out in clause 30.3.1 of this Agreement which occurs after the commencement of the scheme.

31 LONG SERVICE LEAVE

31.1 An Employee is entitled to long service leave. The *Long Service Leave Act 1992 (Vic.)* specifies the entitlement. This Agreement will prevail over the Act in the event of any inconsistency.

31.2 An Employee is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment. An Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.

31.3 Long service leave should be taken within one (1) year of it becoming due, i.e. in the year following the accrual of 13 weeks' leave. If during that year, the Employee has neither taken the leave nor nominated a mutually acceptable time to take the long service leave due, then the Employer will give written notice that the leave must be taken within six (6) months unless the Employer and the Employee otherwise agree. An Employee who has completed seven (7) years of continuous paid employment is entitled to apply to take long service leave from the Employee's accrued entitlement. This provision has the express effect of overriding Section 56A of the *Long Service Leave Act 1992 (Vic.)*

- 31.4 Long service leave shall be taken by Teachers and School Assistants in blocks of a whole school term, except as otherwise agreed with the Employer.
- 31.5 Unless otherwise agreed by the Employer, an Employee is required to make written application for long service leave no later than the *last day of term 2* of the year prior to the year in which it is proposed that the leave be taken. This provision has the express effect of overriding Section 56A of the *Long Service Leave Act 1992* (Vic.).
- 31.6 An Employee may make a written request to cash out an amount of long service leave where thirteen (13) weeks or more has been accrued. It is at the sole discretion of the Employer to grant this request or not. This provision has the express effect of overriding Section 74 of the *Long Service Leave Act 1992* (Vic.).
- 31.8 Where the Employee and Employer agree, a period of long service leave can be taken in conjunction with other forms of paid or unpaid leave.
- 31.9 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act 1992* (Vic.).
- 31.10 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 31.11 An Employee other than a Teacher, 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.
- 31.12A Teacher, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:
- (a) Service prior to 1 February 1997
 - (i) where all service for the period of employment ending 31 January 1997 was part-time, salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay;
 - (ii) where full-time employment falls last, 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;
 - (iii) where 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 the part-time credit will be paid on the basis of average weekly hours over the last 12 months of part-time employment;
 - (iv) where the Teacher can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment, the higher figure will be used in determining the 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

A Teacher whose time fraction has varied during service payment will be paid at the proportionate rate, calculated by averaging the time fractions over the period of eligible service.

31.13 Illness on Long Service Leave

31.13.1 Subject to the requirements of 31.12.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Employer for the period of illness or injury to be treated as sick leave, with long service leave reaccredited to the Employee. The Employer may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

31.13.2 The Employee's application under 31.12.1:

- i. must be received by the Employer during the period of illness or injury;
- ii. must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- iii. must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

32 LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Employer. An Employee agrees that leave entitlements under this Agreement do not accrue during any period of leave without pay. This provision expressly overrides the *Long Service Leave Act 1992 (Vic)*.

33 JURY SERVICE LEAVE

33.1 Entitlement

- 33.1.1 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.
- 33.1.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 33.1.3 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 and of any change to the known period of absence.
- 33.1.4 The Employee must provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 33.1.5 Subject to 33.1.2 to 33.1.4 of this clause, the Employer will reimburse an Employee granted leave pursuant to 33.1.1 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.

34 EXAMINATION LEAVE

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

35 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.

36 SPECIAL LEAVE

At the discretion of the Employer, an Employee may request time off in special circumstances involving pressing domestic necessity or bona fide removal to a new place of residence which, if granted, will be debited against the Employee's accrued personal leave entitlement under clause 26.3.2.

37 WORKPLACE TRAINING LEAVE

37.1 An Employee serving as an Occupational Health and Safety Representative or a First Aid Officer will be required to attend a suitable training program from an accredited training provider. Up to five days paid leave per year may be granted to attend such training courses. Such training may include initial training courses and refresher courses.

37.2 Provisions for workplace training leave are not cumulative.

38 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

38.1 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.

38.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Accident Compensation Act 1985* (Vic), then:

- (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
 - i. annual leave; or
 - ii. paid personal/carer's leave; and
- (b) the Employee is not entitled to any payment or benefit in respect of any Non Attendance Time for a Teacher or School Holidays for a School Assistant entitled to School Holidays which fall during the period that the Employee is in receipt of weekly payments under the *Accident Compensation Act 1985* (Vic.).
- (c) Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *Accident Compensation Act 1985*(Vic) and where the Employee is entitled to annual leave at the part-time rate of pay, the Employee will remain entitled to be paid the weekly compensation payments in accordance with that Act.

38.3 In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the *Accident Compensation Act 1985* (Vic.), has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.

38.4 For the purposes of 38.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.

39 WITHHOLDING OF MONIES

If an Employee fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the Employee on termination under this Agreement, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required to be given by the Employee less any notice actually given by the Employee. This clause does not entitle the Employer to withhold any monies owing to an Employee to the extent that it would result in the Employer failing to comply with the Act.

40 REDUNDANCY

40.1 Definition

Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job that the Employee has been doing 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.

40.2 Redundancy Disputes

40.2.1 Where a redundancy dispute arises, and if it has not already done so, an Employer must 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 Employee/s likely to be affected; and
- the period over which any proposed redundancies are intended to be undertaken.

40.2.2 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 Employee/s concerned.

40.3 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out above, the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated. The Employer may, at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

40.4 Severance Pay

The severance payment for an Employee will be in accordance with the following:

<u>Period of Continuous Service</u>	<u>Employee Under 50 Years of Age</u>	<u>Employee 50 Years of Age or Over</u>
Less than 1 year	Nil	Nil

1 year and less than 2 years	4 weeks' pay*	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay	6 weeks' pay
3 years and less than 4 years	7 weeks' pay	8 weeks' pay
4 years and less than 5 years	8 weeks' pay	10 weeks' pay
5 years and less than 6 years	10 weeks' pay	12 weeks' pay
6 years and less than 7 years	11 weeks' pay	14 weeks' pay
7 years and less than 8 years	13 weeks' pay	16 weeks' pay
8 years and less than 9 years	14 weeks' pay	18 weeks' pay
9 years and less than 10 years	16 weeks' pay	20 weeks' pay
10 years and over	16 weeks' pay	24 weeks' pay

*Week's pay means the ordinary time rate of pay for the Employee concerned

For the purposes of this clause 'continuous service' will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer.

40.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under 40.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

40.6 Alternative employment

The Employer, in a particular redundancy case, is not obliged to pay severance pay if the Employer obtains alternative employment for an Employee acceptable to that Employee.

40.7 Time off during notice period

- i. During the period of notice of termination 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.
- ii. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

41 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.

42 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.

PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

43 CLASSIFICATIONS AND SALARY

- 43.1 Schedule 1A sets out the classification structure and progression arrangements.
- 43.2 Schedule 1B sets out the salary for a Teacher.
- 43.3 To the extent necessary, the Employer and the Employee agree that salary and rates of pay will be in accordance with Schedule 1B.
- 43.4 The salary specified in Schedule 1B is in compensation for all hours worked under this Agreement.

44 HOURS OF WORK

- 44.1 The Employer will determine the ordinary full-time, face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.
- 44.2 Should the place of business be closed by reason of a natural disaster for a period of more than 5 working days, the Employer and the Employee will negotiate appropriate make-up time.

45 NON ATTENDANCE TIME

- 45.1 A Teacher is not required or requested by the Employer to attend the school premises during student non attendance time. However, it is expected that a Teacher will use the student non attendance time to undertake any work required to ensure that the Teacher satisfies all professional duties and obligations and is ready to resume teaching and professional duties in the following period. Student non attendance time is not authorised leave. A Teacher is entitled to receive salary during student non attendance time.
- 45.2 Non Attendance Time is not a period of authorised leave.
- 45.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Non Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 45.4.
- 45.4 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 a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\left\{ \frac{\text{Number of weeks of a Teacher's Attendance Time}}{\text{Total number weeks of School's Attendance Time}} \times \text{Non Attendance Time} \right\} - \text{Non Attendance Time weeks already taken}$$

46 ANNUAL LEAVE

- 46.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard except where more favourable terms are provided in this Agreement.
- 46.2 This clause does not reproduce the Australian Fair Pay and Conditions Standard in full.

- 46.3 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 46.4 Annual leave may only be taken during non-attendance time.
- 46.5 A Teacher must take an amount of annual leave during each of the shutdown periods following the end of term 1, 2, 3 and 4. The shut down period may differ for individual Teachers, depending on work commitments and activities. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Teacher works.
- 46.6 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.
- 46.7 A Teacher will take all accrued annual leave during the shut down period.

47 NOTICE OF TERMINATION

- 47.1 Where the Employer wishes to terminate the employment of a Teacher serving a qualifying period pursuant to clause 12, or a Teacher wishes to resign during a qualifying period, the period of notice is specified by clause 12.
- 47.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 47.3 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed-Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer that the Teacher being replaced wishes to return from parental leave.
- 47.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule 1B that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 47.5 Subject to clause 12, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 47.6 The notice period in this clause and in clause 12 does not apply where the Teacher is guilty of serious misconduct.

48 EXAMINATION ASSESSOR LEAVE

- 48.1 A Teacher may request up to two days paid leave per annum to undertake the duties of a VCE examination assessor with the Victorian Curriculum and Assessment Authority (VCAA). The granting of such leave will be at the discretion of the Employer.
- 48.2 A Teacher must provide the Employer with written proof of his/her appointment as a VCE examination assessor with the VCAA.
- 48.3 A Teacher will negotiate with the Employer the dates and times of his/her leave so as to ensure the School's operational requirements can be satisfied.

48.4 Examination assessor leave is not cumulative.

PART 4 – CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

49 CLASSIFICATIONS AND SALARIES

49.1 Schedule 2A sets out the classification structure for a School Assistant.

49.2 Schedule 2B sets out the salary for a School Assistant entitled to School Holidays.

49.3 Schedule 2C sets out the salary for a School Assistant entitled to six weeks' annual leave.

50 HOURS OF WORK

50.1 The ordinary hours of work for a Full-time School Assistant will be 38 hours per week.

50.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.

50.3 The Employer may require a School Assistant to work reasonable additional hours, in accordance with the arrangement specified in Schedule 2B.

51 ANNUAL LEAVE

51.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard except where more favourable terms are provided in this Agreement.

51.2 This clause does not reproduce the Australian Fair Pay and Conditions Standard in full.

51.3 A School Assistant is entitled to six weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

51.4 Annual leave may only be taken during non-attendance time.

51.5 A School Assistant must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the School Assistant works.

51.6 Where a School Assistant has not accrued sufficient annual leave to be taken during the shut down period, the School Assistant will be entitled to leave which will be unpaid.

52 SCHOOL HOLIDAYS

52.1 A School Assistant is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.

52.2 The salary for a School Assistant in Schedule 2B takes this period of additional leave into account.

- 52.3 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 52.4 A School Assistant who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right\} - \text{School Holidays already paid}$$

53 NOTICE OF TERMINATION

- 53.1 Where the Employer wishes to terminate the employment of a School Assistant serving a qualifying period pursuant to clause 12, or a School Assistant wishes to resign during a qualifying period, the period of notice is specified by clause 12.
- 53.2 Where the Employer wishes to terminate the employment of a School Assistant, who has had more than six months' continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 53.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B or 2C that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.
- 53.4 A School Assistant, who has had more than six months' continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 53.5 In addition to the period of notice specified in 53.2, a School Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service will be entitled to an additional week's notice.
- 53.6 The notice period in this clause and in clause 12 do not apply where the School Assistant is guilty of serious misconduct.

PART 5 – CONDITIONS OF EMPLOYMENT FOR CLERICAL EMPLOYEE/S

54 CLASSIFICATIONS AND SALARIES

- 54.1 Schedule 3A sets out the classification structure for a Clerical Employee.
- 54.2 Schedule 3B sets out the salary for a Clerical Employee.

55 HOURS OF WORK

- 55.1 The ordinary hours of work for a Full-time Clerical Employee will be 38 hours per week.
- 55.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 55.3 The Employer may require a Clerical Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 3B.
- 55.4 Unless otherwise agreed pursuant to 55.5, a Clerical Employee's ordinary hours of work will be between 8.00 a.m. and 6.00 p.m. from Monday to Friday.
- 55.5 To the exclusion of 55.4, the Employer and a Clerical Employee may agree upon the arrangement for the Clerical Employee's ordinary hours of work, including but not limited to:
- i. daily starting and finishing times;
 - ii. 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;
 - iii. attendance at School meetings; and
 - iv. flexible work arrangements.
- 55.6 The Employer and a Clerical Employee may agree to vary the hours of work arrangements at any time.

56 ANNUAL LEAVE

- 56.1 Annual leave is in accordance with the Australian Fair Pay and Conditions Standard except where more favourable terms are provided in this Agreement.
- 56.2 This clause does not reproduce the Australian Fair Pay and Conditions Standard in full.
- 56.3 A Clerical Employee is entitled to five weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 56.4 Annual leave may be taken in such periods as are mutually agreed between the Employer and the Clerical Employee. Where mutual agreement cannot be reached, the Employer will direct when the leave must be taken.
- 56.5 A Clerical Employee must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Clerical Employee works.
- 56.6 Where a Clerical Employee has not accrued sufficient annual leave to be taken during the shut down period, the Clerical Employee will be entitled to leave which will be unpaid.

57 NOTICE OF TERMINATION

- 57.1 In order to terminate the employment of a Clerical Employee, the Employer must give to the Clerical Employee, the period of notice specified below.

Period of continuous service

Period of notice

1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 57.2 In addition to the notice prescribed in 57.1, a Clerical Employee over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week's notice.
- 57.3 The Employer may elect to provide payment in lieu of the prescribed notice in 57.1 and 57.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the Clerical Employee would have been entitled to, had employment continued until the end of the required period of notice.
- 57.4 The notice of termination required to be given by a Clerical Employee is the same as that required of the Employer, save and except that there is no requirement upon the Clerical Employee to give additional notice based upon the age of the Clerical Employee concerned.
- 57.5 The Employer and a Clerical Employee may agree in writing to vary the period of notice required under 57.1 and 57.2, provided that the agreed period of notice will not be less than that required by this Agreement.
- 57.6 The notice period in this clause and in clause 12 do not apply where the Clerical Employee is guilty of serious misconduct.

PART 6 – CONDITIONS OF EMPLOYMENT FOR GROUNDS AND MAINTENANCE EMPLOYEE/S

58 CLASSIFICATIONS AND SALARIES

- 58.1 Schedule 4A sets out the classification structure for a Grounds and Maintenance Employee.
- 58.2 Schedule 4B sets out the salary scale for a Grounds and Maintenance Employee.

59 HOURS OF WORK

- 59.1 The ordinary hours of work for a Full-time Grounds and Maintenance Employee will be 38 hours per week.
- 59.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 59.3 The Employer may require a Grounds and Maintenance Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 4B.
- 59.4 The Employer and Grounds and Maintenance Employee may agree to vary the hours of work arrangements at any time.
- 59.5 The Employer may employ a system of Rostered Days Off by any of the following

methods:

- (a) by fixing one week day in a particular working cycle on which all Employee/s will be off; or
- (b) by rostering Employee/s off on various days of the week in a particular work cycle so that each Employee has one day off during that cycle; or
- (c) by any other method which best suits the enterprise and is agreed to by the Employer and a majority of Employee/s affected.

59.6 Where any scheduled rostered day off falls on a public holiday, the next working day will be taken in lieu of the rostered day off unless an alternative day in that four week cycle or the next is agreed in writing between the Employer and the Employee.

59.7 An Employee who has not worked a complete 20 day four week cycle will be paid for the rostered day off on a pro rata basis for each day worked or regarded as having been worked in such cycle. This payment will also be made on termination of employment.

59.8 Each day of paid leave taken (except a rostered day off) and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

60 ANNUAL LEAVE

60.1 Annual leave is in accordance with the Australian Fair Pay and Conditions Standard except where more favourable terms are provided in this Agreement.

60.2 This clause does not reproduce the Australian Fair Pay and Conditions Standard in full.

60.3 A Grounds and Maintenance Employee is entitled to five weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

60.4 A Grounds and Maintenance Employee must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Grounds and Maintenance Employee works.

61 NOTICE OF TERMINATION

61.1 In order to terminate the employment of a Grounds and Maintenance Employee, the Employer must give to the Grounds and Maintenance Employee, the period of notice specified below.

<u>Period of continuous service</u>	<u>Period of notice</u>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

61.2 In addition to the notice prescribed in 61.1, a Grounds and Maintenance Employee over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week's notice.

- 61.3 The Employer may elect to provide payment in lieu of the prescribed notice in 61.1 and 61.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the Grounds and Maintenance Employee would have been entitled to, had employment continued until the end of the required period of notice.
- 61.4 The notice of termination required to be given by Grounds and Maintenance Employee is the same as that required of the Employer, save and except that there is no requirement upon the Grounds and Maintenance Employee to give additional notice based upon the age of the Grounds and Maintenance Employee concerned.
- 61.5 The Employer and a Grounds and Maintenance Employee may agree in writing to vary the period of notice required under 61.1 and 61.2, provided that the agreed period of notice will not be less than that required by this Agreement.
- 61.6 The notice period in this clause and in clause 12 does not apply where the Grounds and Maintenance Employee is guilty of serious misconduct and does not apply to apprentices and trainees.

PART 7 – CONDITIONS OF EMPLOYMENT FOR INFORMATION TECHNOLOGY EMPLOYEE/S

62 CLASSIFICATIONS AND SALARIES

- 62.1 Schedule 5A sets out the classification structure for an Information Technology Employee.
- 62.2 Schedule 5B sets out the salary scale for an Information Technology Employee.

63 HOURS OF WORK

- 63.1 The ordinary hours of work for a Full-time Information Technology Employee will be 38 hours.
- 63.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 63.3 The Employer may require an Information Technology Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 5B.
- 63.4 The Employer and Information Technology Employee may agree upon the arrangement for the Information Technology Employee's ordinary hours of work, including but not limited to:
- (a) daily starting and finishing times;
 - (b) 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;
 - (c) attendance at School meetings (if required); and
 - (d) flexible work arrangements.
- 63.5 The Employer and individual Information Technology Employee may agree to vary the hours of work arrangements at any time.

64 ANNUAL LEAVE

- 64.1 Annual leave is in accordance with the Australian Fair Pay and Conditions Standard

except where more favourable terms are provided in this Agreement.

- 64.2 This clause does not reproduce the Australian Fair Pay and Conditions Standard in full.
- 64.3 An Information Technology Employee is entitled to five weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 64.4 Annual leave shall be given at a time fixed by the Employer within twelve months of such leave falling due.
- 64.5 An Information Technology Employee must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Information Technology Employee works.
- 64.6 An Information Technology Employee may elect, with the consent of the Employer, to take annual leave in single days, up to a maximum of 10 single days in any year.

65 NOTICE OF TERMINATION

- 65.1 In order to terminate the employment of an Information Technology Employee, the Employer must give to the Information Technology Employee, the period of notice specified below.

<u>Period of continuous service</u>	<u>Period of notice</u>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 65.2 In addition to the notice prescribed in 65.1, an Information Technology Employee over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week's notice.
- 65.3 The Employer may elect to provide payment in lieu of the prescribed notice in 65.1 and 65.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the Information Technology Employee would have been entitled to, had employment continued until the end of the required period of notice.
- 65.4 The notice of termination required to be given by an Information Technology Employee is the same as that required of the Employer, save and except that there is no requirement upon the Information Technology Employee to give additional notice based upon the age of the Information Technology Employee concerned.
- 65.5 The Employer and an Information Technology Employee may agree in writing to vary the period of notice required under 65.1 and 65.2, provided that the agreed period of notice will not be less than that required by this Agreement.
- 65.6 The notice period in this clause and in clause 12 does not apply where the Information Technology Employee is guilty of serious misconduct.

PART 8 – CONDITIONS OF EMPLOYMENT FOR PUBLIC RELATIONS EMPLOYEE/S

66 CLASSIFICATIONS AND SALARIES

66.1 Schedule 6A sets out the classification structure for a Public Relations Employee.

66.2 Schedule 6B sets out the salary scale for a Public Relations Employee.

67 HOURS OF WORK

67.1 The ordinary hours of work for a Full-time Public Relations Employee will be 38 hours per week.

67.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.

67.3 The Employer may require a Public Relations Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 6B.

67.4 The Employer and Public Relations Employee may agree upon the arrangement for the Public Relations Employee's ordinary hours of work, including but not limited to:

- (i) daily starting and finishing times;
- (ii) 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;
- (iii) attendance at School meetings (if required); and
- (iv) flexible work arrangements.

67.5 The Employer and individual Public Relations Employee may agree to vary the hours of work arrangements at any time.

68 ANNUAL LEAVE

68.1 Annual leave is in accordance with the Australian Fair Pay and Conditions Standard except where more favourable terms are provided in this Agreement.

68.2 This clause does not reproduce the Australian Fair Pay and Conditions Standard in full.

68.3 A Public Relations Employee is entitled to five weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

68.4 Annual leave shall be given at a time fixed by the Employer within twelve months of such leave falling due.

68.5 A Public Relations Employee must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Public Relations Employee works.

69 NOTICE OF TERMINATION

69.1 In order to terminate the employment of a Public Relations Employee, the Employer must give to the Public Relations Employee, the period of notice specified below.

<u>Period of continuous service</u>	<u>Period of notice</u>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 69.2 In addition to the notice prescribed in 69.1, a Public Relations Employee over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week's notice.
- 69.3 The Employer may elect to provide payment in lieu of the prescribed notice in 69.1 and 69.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the Public Relations Employee would have been entitled to, had employment continued until the end of the required period of notice.
- 69.4 The notice of termination required to be given by a Public Relations Employee is the same as that required of the Employer, save and except that there is no requirement upon the Public Relations Employee to give additional notice based upon the age of the Public Relations Employee concerned.
- 69.5 The Employer and a Public Relations Employee may agree in writing to vary the period of notice required under 69.1 and 69.2, provided that the agreed period of notice will not be less than that required by this Agreement.
- 69.6 The notice period in this clause and in clause 12 does not apply where the Public Relations Employee is guilty of serious misconduct.

EXECUTED as an Agreement this day of 2009.

Signed for and on behalf of:

Signed for and on behalf of:

EMPLOYER REPRESENTATIVE

Signed: _____

Date: _____

Name in full (printed): Dr David Ross Warner

Position title: Principal of ELTHAM College of Education

Authority to sign explained: _____

Witnessed by: _____

Witness name in full: _____

Witness address: _____

EMPLOYEE REPRESENTATIVE

Signed: _____

Date: _____

Name in full (printed): _____

Address: _____

Witnessed by: _____

Witness name in full: _____

Witness address: _____

SCHEDULE 1A – CLASSIFICATION STRUCTURE (TEACHERS)

1A.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching

1A.1.1 A Teacher, who has an approved training course including teacher training, will commence at Level 1.1, and subject to 1A.1.3 and 1A.1.4, progress to Level 2.9 in annual increments according to 1A.1.2, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1A.1.2 The date for annual level progression will be common to all teachers commencing from 1 May 2009 and from 1 May each year thereafter and concluding 30 April in the following year.

1A.1.3 A Teacher 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.

1A.1.4 The School will remunerate its Teachers in line with their skills, experiences and contributions to the School's strategic directions. Salary increases, including level progressions, are linked to the submission of an annual update by staff of their professional resume.

1A.1.5 During the period to 31 January 2012, salaries will be paid in accordance with the schedule at 1B.1. The Employer and Teaching Staff agree that future Enterprise Agreement negotiations will seek to ensure that teachers salaries are set at a figure at least 3% above those paid to Victorian State Government teachers whilst to all intents and purposes, salary structures remain similar to structures described in the Victorian Government Schools Agreement 2008.

1A.2 Permission-to-Teach Teachers with the Victorian Institute of Teachers

1A.2.1 A Permission-to-Teach Teacher will be paid not less than Level 1.1

1A.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, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

SCHEDULE 1B – SALARIES (TEACHERS)

1B.1 Annual Salary

Subject to clauses 1A.1.3 and 1A.1.4 the annual salary for a Full-time Teacher will be not less than that prescribed by the following table.

<u>Level</u>	First pay period commencing on or after		
	On Signing	1 Feb 2010	1 Feb 2011
	\$	\$	\$
1.1	54 877	56 365	57 892
1.2	56 441	57 971	59 542
2.1	59 704	61 324	62 986
2.2	61 406	63 071	64 780
2.3	63 155	64 867	66 625
2.4	64 956	66 717	68 525
2.5	66 808	68 619	70 479
2.6	69 212	71 088	73 015
2.7	71 358	73 293	75 279
2.8	73 570	75 565	77 613
2.9	80 948	83 142	85 395

1B.2 Weekly Salary

The weekly salary is calculated by dividing the annual rate of pay by 52.18.

1B.3 Annual Leave Loading

The annual salary in 1B.1 is inclusive of annual leave loading.

SCHEDULE 2A – SCHOOL ASSISTANT CLASSIFICATION STRUCTURE

2A.1 Classifying school assistants

2A.1.1 School Assistants shall be classified in one of the Grades 1 to 4. The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the principal functions of the position required to be exercised by the Employee, as determined by the Employer.

2A.1.2 Upon engagement, the Employer will inform a School Assistant of the classification grade and the rate of pay applying to that classification.

2A.2 Grade 1

The School Assistant is not required to have a formal qualification. As the Employer provides relevant on-the-job training, this position does not require specific skills, prior experience or prior training. Positions include teacher aide, library assistant, laboratory assistant, multimedia assistant and audio-visual assistant.

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 a degree of autonomy and exercise discretion.

2A.3 Grade 1A

Positions, the occupants of which are required by the Employer to undertake a relevant post-secondary course of study, include library technician-in-training, laboratory technician-in-training, audio-visual technician-in-training, integration aides-in-training.

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 a degree of autonomy and exercise discretion.

2A.4 Grade 2

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

Positions include library technician, laboratory technician, audio-visual technician, multimedia technician, and early childhood assistant.

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.

2A.5 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 a relevant three-year post-secondary qualification but could also be gained from on-the-job relevant experience considered equivalent by the Employer.

Positions include senior library technician, librarian, senior laboratory technician, senior audio-visual technician, counsellors, guidance officers.

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 or 2.

2A.6 Grade 4

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

SCHEDULE 2B – SALARIES (SCHOOL ASSISTANTS WITH SCHOOL HOLIDAYS)**2B.1 Annual Salary**

2B.1.1 A general increase of 3% has been applied to the 1 February 2009 base salaries from the first full pay period commencing on or after 1 February 2010.

2B.1.2 A general increase of 3% has been applied to the 1 February 2010 base salaries from the first full pay period commencing on or after 1 February 2011.

2B.1.3 A Full-time School Assistant in receipt of School Holidays will be paid not less than the relevant salary specified for the School Assistant's classification and experience level.

Grade	Years of Experience	On Signing	1 Feb 2010	1 Feb 2011
1	1	33130	34124	35148
	2	33774	34787	35831
	3	34418	35451	36514
	4	35062	36114	37197
	5	35707	36778	37882
1a	1	36692	37793	38927
	2	37677	38807	39972
2	1	37677	38807	39972
	2	38650	39810	41004
	3	39623	40812	42036
	4	40596	41814	43068
	5	41569	42816	44101
	6	42545	43821	45136
3	1	42545	43821	45136
	2	43737	45049	46401
	3	44929	46277	47665
	4	46121	47505	48930
	5	47313	48732	50194
	6	48504	49959	51458
4	1	46121	47505	48930
	2	47307	48726	50188
	3	48493	49948	51446
	4	49679	51169	52704
	5	50865	52391	53963
	6	52049	53610	55219

2B.1.4 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Grade 1 salary.

2B.2 Weekly Salary

The weekly salary is calculated by dividing the annual salary by 52.18

2B.3 Annual Leave Loading

The annual salary in 2B.1 is inclusive of annual leave loading.

2B.4 Part-time Salary

2B.4.1 A Part-time School Assistant will be paid pro rata of the salary that the School Assistant would be entitled to receive if employed as a Full-time School Assistant. The pro rata weekly salary is calculated using the following formula:

$$\frac{\text{Total Hours employed per week}}{38} \times \text{appropriate full-time weekly salary}$$

2B.4.2 A Part-Time School Assistant who works additional hours beyond ordinary hours specified will be paid 1/38th of the weekly rate appropriate to the Employee's classification plus 20% loading for all additional hours worked.

2B.5 Incremental Advancement

2B.5.1 Advancement to the next increment within the appropriate Grade will take place on the anniversary of a School Assistant's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. A School Assistant employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

2B.5.2 Service for the purposes of this clause will include all service in any other school at the grade to which the School Assistant is appointed.

2B.6 Junior Salary

A junior School Assistant is entitled to be paid not less than the following percentage of the full-time salary for the position and years of experience, classified in accordance with Schedule 2A of this Agreement.

<u>Age</u>	<u>Percentage of full-time rate</u>
Under 17 years	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

2B.7 Reasonable Additional Hours

2B.7.1 Where the Employer requires a full-time School Assistant to work hours additional to the averaging arrangement, the Employer will pay the School Assistant as follows:

- (i) ordinary time rate of pay for each additional hour worked during week days;
- (ii) time and a half for each additional hour worked on a weekend;
- (iii) double time for each additional hour worked on a Public Holiday;

except that a School Assistant may by mutual agreement with the Employer opt to take time off in lieu at the ordinary time rate, that is an hour for each hour worked.

- 2B.7.2 Payment for additional hours will not be paid nor time in lieu granted where a School Assistant has not obtained prior authorisation from the Employer to work additional hours.
- 2B.7.3 No more than the equivalent of 38 hours' time in lieu may be accrued in a school year.
- 2B.7.4 The time off in lieu must be taken as soon as practical at a time mutually agreed between the Employer and the School Assistant, but within a calendar year.
- 2B.7.5 If an agreement cannot be reached as to when time-in-lieu will be taken or whether there is sufficient time available for time-in-lieu to be taken, the time-in-lieu will be paid at the agreed rates at the School Assistant's current rate of pay.

SCHEDULE 2C – SALARIES (SCHOOL ASSISTANTS WITH ANNUAL LEAVE)

2C.1 Annual Salary

2C.1.1 A general increase of 3% has been applied to the 1 February 2009 base salaries from the first full pay period commencing on or after 1 February 2010.

2C.1.2 A general increase of 3% has been applied to the 1 February 2010 base salaries from the first full pay period commencing on or after 1 February 2011.

2C.1.3 A Full-time School Assistant in receipt of annual leave will be paid not less than the relevant salary specified for the School Assistant's classification and experience level.

Grade	Years of Experience	On Signing	1 Feb 2010	1 Feb 2011
1	1	38523	39679	40869
	2	39272	40450	41664
	3	40021	41221	42458
	4	40770	41993	43253
	5	41520	42766	44049
1a	1	42665	43945	45263
	2	43811	45125	46479
2	1	43811	45125	46479
	2	44942	46290	47679
	3	46073	47455	48879
	4	47205	48621	50079
	5	48336	49786	51280
	6	49471	50955	52484
3	1	49471	50955	52484
	2	50857	52383	53954
	3	52243	53810	55425
	4	53629	55238	56895
	5	55015	56666	58366
	6	56400	58092	59834
4	1	53629	55238	56895
	2	55008	56659	58358
	3	56387	58079	59821
	4	57766	59499	61284
	5	59145	60920	62747
	6	60523	62338	64209

2C.1.4 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than the relevant Grade 1 salary.

2C.2 Weekly Salary

Refer to Schedule 2B.

2C.3 Annual Leave Loading

The annual salary in 2C.1 is inclusive of annual leave loading.

2C.4 Part-time Salary

Refer to Schedule 2B.

2C.5 Incremental advancement

Refer to Schedule 2B.

2C.6 Junior Salary

Refer to Schedule 2B.

2C.7 Reasonable additional hours

Refer to Schedule 2B

SCHEDULE 3A - CLASSIFICATION STRUCTURE (CLERICAL EMPLOYEE/S)

3A.1 Classifying positions

- 3A.1.1 The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the principal functions of the position required to be exercised by the Clerical Employee, as determined by the Employer.
- 3A.1.2 Upon commencement of employment, the Employer will advise the Clerical Employee in writing of the classification level of the Clerical Employee's position of employment and of any change to the Clerical Employee's classification level in subsequent years.

3A.2 Level 1

3A.2.1 General work description

The Clerical Employee undertakes a variety of routine duties largely of a clerical and administrative nature. In the first year of service, the Clerical Employee applies knowledge and skills to a limited range of tasks. With experience, the Clerical Employee applies knowledge and skills to a wider range of tasks and is responsible for assuring the quality of his or her own work.

3A.2.2 Qualifications

The Clerical Employee is not required to have a formal qualification. As the Employer provides relevant on-the-job training, this position does not require specific skills, prior experience or prior training.

3A.2.3 Supervision

- 3A.2.3(a) The Clerical Employee receives direct supervision, which includes working with established routines and using defined and predictable methods and procedures. The work performed is regularly checked.
- 3A.2.3(b) With experience, the Clerical Employee is required to perform a wider range of functions under direct supervision. The Clerical Employee receives specific direction on what is required and how the duties are to be performed, which leads to routine direction, as knowledge is gained of the required tasks and procedures. The Clerical Employee is subject to regular monitoring and progress checks. The Clerical Employee, after gaining experience, may exercise some degree of autonomy and discretion.

3A.2.3(c) The Clerical Employee is not required to supervise other Employee/s.

3A.2.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- undertaking routine reception duties, including screening visitors, arranging interviews/meetings, making appointments, maintaining diary records and communicating information in accordance with policies and procedures;
- undertaking basic clerical and keyboard duties;
- providing general administrative support, including the preparation of documents, obtaining data from given sources and receiving/recording data;

- maintaining, entering and retrieving data, including financial data, from the computer system and preparing standard reports from databases;
- maintaining basic written records, including filing;
- counting, receipting and recording monies and preparing banking documentation.

3A.3 Level 2

3A.3.1 General work description

The Clerical Employee may be required to perform a wide range of functions under routine direction, which will lessen over time. The Clerical Employee, after gaining experience, will exercise some degree of autonomy and discretion.

3A.3.2 Qualifications

The Clerical Employee is required to undertake duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate/diploma or equivalent or from on-the-job experience considered relevant by the Employer.

3A.3.3 Supervision

3A.3.3(a) The Clerical 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 Clerical Employee is normally subject to progress checks usually confined to the unusual or difficult aspects of the work and has work reviewed upon completion. The Clerical Employee has the technical knowledge and/or experience to perform the standard duties, usually without technical instruction.

3A.3.3(b) Although the Clerical Employee is routinely supervised, the Clerical Employee operates with a fair degree of autonomy and may be required to supervise Level 1 Clerical Employee/s (or equivalent). The Clerical Employee is responsible for assuring the quality of the Clerical Employee's work and may have some responsibility for assuring the quality of work of other Employee/s under the Clerical Employee's supervision.

3A.3.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- the work requirements of Level 1, which are performed with a higher level of autonomy and responsibility and a lower level of supervision;
- providing general administrative support, including the preparation of non-standard documents, obtaining data from a range of sources and processing student admissions, registrations, enrolments and transfers;
- maintaining, entering and retrieving data, including financial data, from the computer system and preparing a range of reports, including non-standard reports, from databases;
- providing data and document production services;
- liaising with and providing general information about the School's operations to parents, students and Employee/s, in accordance with policies and procedures.

3A.4 Level 3

3A.4.1 General work description

The Clerical Employee is required to exercise significant initiative and discretion and is required to demonstrate expertise. The Clerical Employee is required to accept personal responsibility significantly beyond that of a Level 2 Clerical Employee.

3A.4.2 Qualifications

The Clerical Employee, in addition to the knowledge and skills required at Level 2, 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.

3A.4.3 Supervision

The Clerical Employee receives general direction, usually covering only the broader technical aspects of the work and works with little direct supervision. The Clerical Employee may be subject to progress checks to ensure that satisfactory progress is being made. The Clerical Employee may be responsible to a supervisor and may be required to supervise Level 1 and 2 Clerical Employee/s (or equivalent).

3A.4.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- providing clerical, keyboard and office management support, as required by the Principal or Principal's delegate/s;
- in consultation with the Principal or the Principal's delegate/s, managing work priorities, taking into account the overall workload of the functional area;
- maintaining and updating office systems and administrative records;
- maintaining the School's financial records and providing routine financial reports;
- assisting in the preparation of the School budget through the collection and ordering of relevant financial data;
- ensuring receipts and payments are properly recorded and reconciled against bank statements and administering School banking;
- conducting control checks on accounts processed and ensuring that required accountability standards are met.

3A.5 Level 4

3A.5.1 General work description

The Clerical Employee, in addition to the knowledge and skills required at Level 3, would be required to directly supervise other Employee/s in a large reasonably autonomous unit within, or across, the workplace. The Clerical Employee, under general direction, assists with the coordination of School services, such as financial services.

Alternatively, the Clerical Employee may be in a support role to a senior administrator, and would generally be required to manage a specific support function or assist the senior administrator in the management of support functions. The Clerical Employee may be required to supervise staff delivering a single support function.

3A.5.2 Qualifications

The Clerical Employee, in addition to the knowledge and skills required at Level 3, is required to undertake duties requiring additional experience or knowledge either as a result of qualifications or experience or both.

3A.5.3 Supervision

3A.5.3(a) The Clerical Employee receives limited direction, such as instruction in the form of the required objectives, and has work measured in terms of the achievement of stated objectives. The Clerical Employee is competent and experienced in a technical sense and requires little guidance during the performance of work. The Clerical Employee is required to use initiative, exercise discretion and perform work to a high level.

3A.5.3(b) The Clerical Employee would normally be responsible to the Principal or Principal's delegate and would be required to supervise Level 1 to 3 Employee/s (or equivalent). The Employee is responsible for the allocation of work, coordinating workflow, checking the progress of work, the quality of work and problem-solving.

3A.5.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- coordinating the delivery of administrative services within the School;
- in consultation with the Principal or the Principal's delegate/s, determining and managing work priorities of the School office;
- developing and implementing strategies to ensure effective administration procedures;
- managing the School's records system, including computerised student, employee and School records;
- managing the School's financial records and preparing financial reports;
- preparing financial documentation and data for budget preparation;
- reconciling School expenditure against budget, including advising Employee/s with budget responsibilities on expenditure against budget;
- managing School payroll, together with maintaining employee records;
- researching, preparing and presenting reports and data.

3A.6 Level 5

3A.6.1 General work description

3A.6.1(a) The Clerical Employee, under general direction, has responsibility for the supervision and coordination of finance and other administration services within the School, or manages a specific function, with the appropriate level of responsibility and accountability.

3A.6.1(b) In general, tasks are well-defined and supported by policies and systems, with scope to identify a problem, recommend or instigate changes to work practices, determine the strategic option or solution to a problem and provide significant input into developing and changing School policy.

3A.6.1(c) The Clerical Employee is responsible for:

- day-to-day management and supervision of staff within the work area;
- providing key support and timely advice to the Principal, Principal's delegate/s or governing body;
- effective liaison on behalf of the School, including with the School community, government departments/agencies and service providers;

- developing procedures/guidelines relating to School operations;
- establishing work practices for support staff;
- providing advice and counselling to subordinate staff on matters such as professional development, work performance and related matters;
- meeting specific operational objectives;
- providing authoritative policy advice on the School's operations.

3A.6.2 Qualifications

The Clerical Employee requires knowledge of the operations of the work area and the operative procedures and guidelines. The Clerical Employee has the skills required to do the job either as a result of qualifications or experience or both.

3A.6.3 Supervision

Work is performed with clearly established objectives, strategies and guidelines with some scope to determine operational strategies subject to monitoring and intervention by the Principal or the Principal's delegate.

3A.6.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- in consultation with the Principal or Principal's delegate, determining and managing the work priorities of administrative support Employee/s;
- providing a range of administrative support services, as determined by the Principal or the Principal's delegate/s;
- managing the School's administrative support systems, including computer systems and student, employee and School records;
- managing and directing the preparation of budgets and financial statements and contributing to the School's financial decision-making processes;
- coordinating the accounting processes of the School and ensuring that all funds, including investments, are effectively accounted for according to School policy and directives;
- managing School fundraising activities.

3A.7 Level 6

3A.7.1 General work description

The Clerical Employee coordinates support services within, or across, a School. The Clerical Employee is required to develop and coordinate strategies across a range of functional areas that impact upon the administration of the School and the achievement of the School's objectives.

3A.7.1(a) The Clerical Employee is responsible for:

- managing and supervising administrative support staff within the School;
- providing key support and timely advice to the Principal and governing body;
- effective liaison on behalf of the Principal and the governing body, including with the School community, government departments/ agencies and service providers;
- Providing the Principal and the Principal's delegate/s with regular progress reports;
- Providing advice that contributes significantly to School operations;
- Leading and supervising other support staff;
- Contributing significantly to the development and delivery of professional development for Employee/s.

3A.7.2 Qualifications

The Clerical Employee requires specialist, professional and/or technical knowledge, understanding and expertise related to the tasks of the work area. The Clerical Employee has the skills required to do the job either as a result of qualifications or experience or both.

3A.7.3 Supervision

The Clerical Employee is provided with some direction on targets and goals by the Principal or Principal's delegate. The Clerical Employee will have some latitude in determining how the targets and goals are achieved, which would generally be limited by standard procedures and policies. The Principal or Principal's delegate may intervene in relation to the determination of priorities, deadlines and operating strategies.

3A.7.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- Ensuring the provision of a range of administrative support functions, as determined by the Principal or the Principal's delegate/s;
- Developing and preparing submissions on behalf of the Principal, the Principal's delegate/s or the School's governing body;
- Directing the accounting processes of the School and ensuring that all funds, including investments, are effectively accounted for according to requirements;
- Administering School income, including government grants;
- Drafting reports and making recommendations on operational issues to the Principal, the Principal's delegate/s or the School's governing body.

SCHEDULE 3B - SALARIES (CLERICAL EMPLOYEE/S)

3B.1 Annual Salary

3B.1.1 A general increase of 3% has been applied to the 1 February 2009 base salaries from the first full pay period commencing on or after 1 February 2010.

3B.1.2 A general increase of 3% has been applied to the 1 February 2010 base salaries from the first full pay period commencing on or after 1 February 2011.

3B.1.3 A Full-time Clerical Employee is entitled to be paid not less than the following annual salary relevant to the Clerical Employee's classification.

Classification	On Signing	1 February 2010	1 February 2011
	\$	\$	\$
Level 1 – Year 1	34 558	35 595	36 662
Level 1 – Year 2 and thereafter	38 316	39 465	40 649
Level 2	41 563	42 809	44 094
Level 3	44 800	46 144	47528
Level 4	48 550	50 006	51 507
Level 5	52 701	54 282	55 910
Level 6	57 171	58 886	60 653

3B.2 Weekly Salary

The weekly salary is calculated by dividing the annual rate of pay by 52.18.

3B.3 Annual Leave Loading

The annual salary in 3B.1 is inclusive of annual leave loading.

3B.4 Part-time Salary

3B.4.1 A Part-time Clerical Employee is paid per hour worked an amount not less than 1/38th of the weekly rate appropriate to the Clerical Employee's classification.

3B.4.2 A Part-Time Clerical Employee who works additional hours beyond ordinary hours specified will be paid 1/38th of the weekly rate appropriate to the Employee's classification plus 20% loading for all additional hours worked.

3B.5 Junior Salary

A Full-time junior Clerical Employee classified at Level 1 or Level 2 pursuant to Schedule 3A, is entitled to be paid not less than the following percentage of the full-time salary relevant to the Clerical Employee's classification.

<u>Age</u>	<u>Percentage of full-time rate</u>
Under 17 years	50%
At 17 years	60%
At 18 years	70%
At 19 years	80%
At 20 years	90%

3B.6 Reasonable Additional Hours

3B.6.1 Where the Employer requires a Clerical Employee to work hours additional to the averaging arrangement, the Employer will pay the Clerical Employee as follows:

- (i) ordinary time rate of pay for each additional hour worked during week days;
 - (ii) time and a half for each additional hour worked on a weekend;
 - (iii) double time for each additional hour worked on a Public Holiday;
- except that a Clerical Employee may by mutual agreement with the Employer opt to take time off in lieu at the ordinary time rate, that is an hour for each hour worked.

3B.6.2 Payment for additional hours will not be paid nor time in lieu granted where a Clerical Employee has not obtained prior authorisation from the Employer to work additional hours.

3B.6.3 No more than the equivalent of 38 hours' time in lieu may be accrued in a school year.

3B.6.4 The time off in lieu must be taken as soon as practical at a time mutually agreed between the Employer and the Clerical Employee, but within a calendar year.

3B.6.5 If an agreement cannot be reached as to when time-in-lieu will be taken or whether there is sufficient time available for time-in-lieu to be taken, the time-in-lieu will be paid at the agreed rates at the Clerical Employee's current rate of pay.

3B.6.6 Where the Employer requests a Clerical Employee to work more than five hours in excess of the ordinary hours of work, or in excess of the averaging arrangement in place, within any consecutive five-day period, the Clerical Employee may refuse to work all hours in excess of five hours.

SCHEDULE 4A –CLASSIFICATION STRUCTURE (GROUNDS AND MAINTENANCE EMPLOYEE)

4A.1 Classification definitions

4A1.1 Level 1 - Grounds and Maintenance Employee

An Employee at this level is not required to have any qualifications, prior experience or prior training.

The following duties are indicative but not exclusive of those undertaken by an Employee at this level:

- (a) Works under supervision either individually or in a team environment;
- (b) Gardening duties including the planting and trimming of trees, sowing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns, and displays;
- (c) Removes cuttings, rakes leaves, cleans/empties litter bins, cleans gutters/drains/culverts;
- (d) Performs routine maintenance;
- (e) Performs non-trade tasks incidental to his or her work.

4A1.2 Level 2 - Grounds and Maintenance Employee

An Employee at this level is required to have previous experience to perform the tasks required but is not required to have any qualifications.

The following duties are indicative but not exclusive of those undertaken by an Employee at this level:

- (a) Operates, maintains and adjusts turf machinery under general supervision;
- (b) Cleans machinery and inspects machinery after each use under general supervision;
- (c) Applies fertilisers, fungicides, herbicides and insecticides under general supervision;
- (d) Gardening duties including the planting and trimming of trees, sowing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns and displays;
- (e) Removes cuttings, rakes leaves, cleans/empties litter bins, cleans gutters/drains/culverts;
- (f) Performs routine maintenance; or
- (g) Performs tasks incidental to his or her work.

4A1.3 Level 3 - Tradesperson

An Employee at this level has completed trade or equivalent qualifications and undertakes one or more of the following duties (including non-trade tasks incidental to his or her work):

- (a) General building maintenance;
- (b) Repair and minor renovation work involving carpentry and/or painting and/or welding;
- (c) Operates, maintains and adjusts turf machinery as appropriate;
- (d) Cleans machinery and inspects machinery after each use, reporting any problems to the Management Employee;
- (e) Applies fertilisers, fungicides, herbicides and insecticides as directed by a Management Employee;
- (f) Prepares turf, synthetic, artificial and other surfaces for play;
- (g) Maintenance and repair of vehicles and/or motor engines;

- (h) Formation and maintenance of all gardens, lawns and greens;
- (i) The planting, maintenance and care of trees.

An Employee at this level receives routine direction meaning:

- receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach;
- is normally subject to progress checks usually confined to the unusual or difficult aspects, and has assignments reviewed on completion;
- has the technical knowledge and/or expertise to perform basic duties usually without technical instructions.

4A1.4 Level 4 - Tradesperson

The Employee, in addition to the knowledge and skills required at level 3, is required to undertake duties needing additional experience or knowledge. Such positions may include positions similar to those of previous levels but involving experienced qualified tradespersons and/or supervisory responsibility.

The Employee is required to demonstrate expertise and exercise significant initiative and discretion.

An Employee at this level will receive general direction meaning:

- receives general instructions, usually covering only the broader technical aspects of the work;
- may be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made;
- although technically competent and well experienced, may on occasion, receive more detailed instruction.

Indicative but not exclusive of the knowledge and skills of an Employee at this level are:

- more than 5 years experience as a tradesperson;
- tradesperson in possession of more than one trades qualification;
- highly skilled horticultural work

4A1.5 Level 5 - Management Employee

An Employee appointed to this level reports directly to either the Property Manager or Business Manager as appropriate and undertakes three or more of the following duties:

- (a) Responsible for supervision of all staff involved in daily building maintenance;
- (b) Responsible for supervision of all staff involved in daily course maintenance;
- (c) Responsible for planning, scheduling and supervision of all aspects of building or turf maintenance;
- (d) Supervises and participates in the operation and maintenance of tools and building maintenance equipment;
- (e) Supervises and participates in the operation and maintenance pumps, irrigation equipment and drainage systems;
- (f) Instructs operators in the safe and efficient operation of all equipment and tools associated with building or turf maintenance;
- (g) Supervises the majority of chemical and fertiliser applications and undertakes the appropriate training of operators in this field;
- (h) Allocates specific daily duties having regard to the work program

4A2.1 Apprentices

- (a) This clause shall apply to apprentices.
- (b) An apprentice is an Employee who is engaged under a Training Contract registered by the relevant State or Territory Training Authority, where the qualification outcome specified in the Training Agreement is a relevant qualification from a Training Package endorsed by the National Training Quality Council, or successor organisation.
- (c) For the purpose of this sub-clause a 'relevant qualification' is a qualification:
 - (i) from a National Training Package that covers occupations or work which are covered by this award, or is a qualification from an enterprise Training Package listed in this award; and
 - (ii) an Australian Qualifications Framework Certificate Level III (or at Level IV where applicable) except where the qualification can normally be completed through a Training Agreement of a duration of two years or less (note: such qualifications would generally be covered by traineeship provisions).
- (d) An apprentice shall also include an Employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training Authority.

4A2.2 School Based Apprentices

- (a) This clause shall apply to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.
- (b) The hourly rates for full-time junior and adult apprentices as set out in this agreement shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (c) The time spent in off-the-job training for which the school-based apprentice is paid is deemed to be 25 per cent of the actual hours worked each week worked on the job. The wages paid for training time may be averaged over a semester or year.
- (d) The school-based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- (e) For the purposes of this sub-clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- (f) The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed six years.
- (g) School based apprentices shall progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- (h) These rates are based on a standard full-time apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- (i) Where an apprentice converts from school based to full time, all time spent as a full-

time apprentice shall count for the purposes of progression through the wage scale. This progression shall apply in addition to the progression achieved as a school-based apprentice.

- (j) Except as provided in this clause or where otherwise stated, school-based apprentices shall be entitled pro-rata to all of the conditions of Employee/s under this Agreement.

SCHEDULE 4B SALARIES (GROUNDS AND MAINTENANCE EMPLOYEE/S)

4B.1 Annual Salary

4B.1.1 A general increase of 3% has been applied to the 1 February 2009 base salaries from the first full pay period commencing on or after 1 February 2010.

4B.1.2 A general increase of 3% has been applied to the 1 February 2010 base salaries from the first full pay period commencing on or after 1 February 2011.

4B.1.3 A full-time Grounds and Maintenance Employee will be paid not less than the following annual salary relevant to the Grounds and Maintenance Employee's classification.

Classification	On Signing	1 February 2010	1 February 2011
	\$	\$	\$
Level 1 – Year 1	32 043	33 004	33 994
Level 1 – Year 2 and thereafter	37 541	38 667	39 827
Level 2	40 034	41 235	42 472
Level 3	42 692	43 973	45 292
Level 4	45 527	46 893	48 300
Level 5	48 550	50 007	51 507

4B.2 Weekly Salary

The weekly salary is calculated by dividing the annual rate of pay by 52.18.

4B.3 Annual Leave Loading

The annual salary in 4B.1 is inclusive of annual leave loading.

4B.4 Part-time Salary

A Part-time Grounds and Maintenance Employee is paid per hour worked an amount not less than 1/38th of the weekly rate appropriate to the Grounds and Maintenance Employee's

classification.

4B.5 Junior Salary

A full-time junior Employee classified at Level 1 shall not be paid less than the following percentage of the full-time salary:

<u>Age</u>	<u>Percentage of full-time rate</u>
18 years and under	75%
At 19 years and over	100%

4B.6 Apprentice Rates of Pay

Year/Stage	Basic Hourly Rate	Rate Based on
First Year	47.5%	Based on hourly rate of Level 3
Second Year	60%	Based on hourly rate of Level 3
Third Year	75%	Based on hourly rate of Level 3
Fourth Year	95%	Based on hourly rate of Level 3

4B.7 Reasonable Additional Hours

4B.7.1 Where the Employer requires a Grounds and Maintenance Employee to work hours additional to the averaging arrangement, the Employer will pay the Grounds and Maintenance Employee at the rate of time and a half for the first two hours and double time thereafter for each additional hour worked; except that a Grounds and Maintenance Employee may by mutual agreement with the Employer opt to take time off in lieu at the ordinary time rate, that is an hour for each hour worked.

4B.7.2 Payment for additional hours will not be paid nor time in lieu granted where a Grounds and Maintenance Employee has not obtained prior authorisation from the Employer to work additional hours.

4B.7.3 No more than the equivalent of 38 hours' time in lieu may be accrued in a school year.

4B.7.4 The time off in lieu must be taken as soon as practical at a time mutually agreed between the Employer and the Grounds and Maintenance Employee, but within a calendar year.

4B.7.5 If an agreement cannot be reached as to when time-in-lieu will be taken or whether there is sufficient time available for time-in-lieu to be taken, the time-in-lieu will be paid at the agreed rates at the Grounds and Maintenance Employee current rate of pay.

4B.8 Weekend Penalties

- 4B.8.1 Any time worked on a weekend which is outside of ordinary weekly hours shall be paid as follows:
- (i) for the first two hours on Saturday at time and a half;
 - (ii) for all other time at double time

SCHEDULE 5A – CLASSIFICATION STRUCTURE (INFORMATION TECHNOLOGY EMPLOYEE/S)

5A.1 Professional information technology duties shall mean duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires a person to:

5A.1.1 hold a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level; or

5A.1.2 have sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.

5A.2 Professional Information Technology Employee shall mean an adult person qualified to carry out professional information technology duties as above defined. The term 'Professional Information Technology Employee' shall embrace and include 'Graduate Information Technology Employee' and 'Experienced Information Technology Employee' as hereinafter defined.

5A.3 Graduate Information Technology Employee shall mean a person who:

5A.3.1 holds a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level; or

5A.3.2 has sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.

5A.4 Experienced Information Technology Employee shall mean a Professional Information Technology Employee with the under mentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires:

5A.4.1 that he/she having graduated with a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level, has had four years' experience on professional information technology duties since graduating; or

5A.4.2 that he/she, not having so graduated, has sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society plus a further four years' experience on professional information technology duties.

5A.5 Classification definitions

For employment involving the performance of professional duties, the following classification definitions apply:

5A.5.1 Level 1 - Graduate Information Technology Employee

5A.5.1.1 An Employee at this level undertakes initial professional tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

- 5A.5.1.2 Under supervision from higher level Professional Information Technology Employee/s as to method of approach and requirements, the Employee performs normal professional work and exercises individual judgement and initiative in the application of principles, techniques and methods.
- 5A.5.1.3 In assisting more senior Professional Information Technology Employee/s by carrying out tasks requiring accuracy and adherence to prescribed methods of professional engineering or professional information technology analysis, design or computation, the Employee draws upon advanced techniques and methods learned during and after the undergraduate course.
- 5A.5.1.4 Training, development and experience using a variety of standard procedures, enable the Employee to develop increasing professional judgement and apply it progressively to more difficult tasks at Level 2.
- 5A.5.1.5 Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.
- 5A.5.1.6 Work is reviewed by higher level Professional Information Technology Employee/s for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the Employee progressively exercises more individual judgement until the level of competence at Level 2 is achieved.
- 5A.5.1.7 The Employee may assign and check work of technical staff assigned to work on a common project.

5A.5.2 Level 2 - Experienced Information Technology Employee

Following development, the Experienced Information Technology Employee (as defined) plans and conducts professional work without detailed supervision but with guidance on unusual features and is usually engaged on more responsible assignments requiring substantial professional experience.

5A.5.3 Level 3 - Professional Information Technology Employee

- 5A.5.3.1 An Employee at this level performs duties requiring the application of mature professional knowledge. With scope for individual accomplishment and coordination of more difficult assignments, he/she deals with problems for which it is necessary to modify established guides and devise new approaches.
- 5A.5.3.2 The Employee may make some original contribution or apply new professional approaches and techniques to the design or development of equipment or products.
- 5A.5.3.3 Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. He/she makes responsible decisions on matters assigned, including the establishment of professional standards and procedures. He/she consults, recommends and advises in specialty areas.

5A.5.3.4 Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary cooperation with other units. Informed professional guidance may be available.

5A.5.3.5 The Employee outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, coordinate and supervise the work of other professional and technical staff.

5A.5.4 Level 4 - Professional Information Technology Employee

5A.5.4.1 An Employee at this level performs professional work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for, example, acts as his/her organisation's technical reference authority) in, a particular field of professional information technology.

An Employee at this level:

- initiates or participates in short or long range planning and makes independent decisions on professional information technology policies and procedures within an overall program;
- gives technical advice to management and operating departments;
- may take detailed technical responsibility for product development and provision of specialised professional information technology systems, facilities and functions;
- coordinates work programs; and
- directs or advises on the use of equipment and materials.

5A.5.4.2 An Employee at this level makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long range objectives.

5A.5.4.3 Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

5A.5.4.4 The Employee supervises a group or groups including Professional Information Technology Employee/s and other staff, or exercises authority and technical control over a group of professional staff. In both instances, he/she is engaged in complex professional information technology applications.

5A.5.5 Level 5 - Professional Information Technology Employee

5A.5.5.1 In addition to the knowledge, skills and duties at Level 4, the work of an Employee at this classification will be at a strategic level involving highly complex and specialised conceptual applications and skills.

SCHEDULE 5B - SALARIES (INFORMATION TECHNOLOGY EMPLOYEE/S)

5B.1 Annual Salary

5B.1.1 A general increase of 3% has been applied to the 1 February 2009 base salaries from the first full pay period commencing on or after 1 February 2010.

5B.1.2 A general increase of 3% has been applied to the 1 February 2010 base salaries from the first full pay period commencing on or after 1 February 2011.

5B.1.3 A full-time Information Technology Employee will be paid not less than the following annual salary relevant to the Information Technology Employee's Classification.

Classification	On Signing \$	1 Feb 2010 \$	1 Feb 2011 \$
Level 1 Graduate Information Technology Employee (3 year course)	42 541	43 817	45 132
Level 1 Graduate Information Technology Employee (4 or 5 year course)	43 442	44 745	46 088
Level 2 Experienced Information Technology Employee	50 438	51 951	53 510
Level 3 Professional Information Technology Employee	55 276	56 934	58 642
Level 4 Professional Information Technology Employee	62 727	64 609	66 547
Level 5 Professional Information Technology Employee	68 749	70 811	72 936

5B.2 Annual Leave Loading

The annual salary in 5B.1 is inclusive of annual leave loading.

5B.3 Part-time Salary

A Part-time Information Technology Employee is paid per hour worked not less than 1/38th of the weekly rate of pay appropriate to the Information Technology Employee's classification.

5B.4 Reasonable Additional Hours

5B.4.1 Where the Employer requires an Information Technology Employee to work hours additional to the averaging arrangement, the Employer will pay the Information Technology Employee as follows:

- (i) ordinary time rate of pay for each additional hour worked during week days;
- (ii) time and a half for each additional hour worked on a weekend;
- (iii) double time for each additional hour worked on a Public Holiday;

except that an Information Technology Employee may by mutual agreement with the Employer opt to take time off in lieu at the ordinary time rate, that is an hour for each hour worked.

5B.4.2 Payment for additional hours will not be paid nor time in lieu granted where an Information Technology Employee has not obtained prior authorisation from the Employer to work additional hours.

5B.4.3 No more than the equivalent of 38 hours' time in lieu may be accrued in a school year.

5B.4.4 The time off in lieu must be taken as soon as practical at a time mutually agreed between the Employer and the Information Technology Employee, but within a calendar year.

5B.4.5 If an agreement cannot be reached as to when time-in-lieu will be taken or whether there is sufficient time available for time-in-lieu to be taken, the time-in-lieu will be paid at the agreed rates at the Information Technology Employee's current rate of pay.

5B.4.6 An Information Technology Employee may refuse to work time in excess of ordinary hours of duty in circumstances where the working of such additional time would result in the Employee working hours which are unreasonable having regard to:

(i) any risk to Employee health and safety;

(ii) the Employee's personal circumstances including any family responsibilities;

(iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the Employer of the additional time which is required to be worked and by the Employee of his or her intention to refuse it.

SCHEDULE 6A –CLASSIFICATION STRUCTURE (PUBLIC RELATIONS EMPLOYEE/S)

Employee/s shall be classified in accordance with the following definitions:

6A.1 Public Relations Assistant

6A.1.1 Grades 1 - 4

6A.1.1(a) Public relations assistant shall mean a person with little or no experience in public relations who is engaged in a support role in the public relations industry and who has the intention of moving into the profession; and/or

6A.1.1(b) A public relations assistant shall under direct supervision provide organisational support and general administrative assistance to client groups and public relations consultants in their duties.

6A.1.1(c) As they undertake training and/or gain experience they are assigned duties which require greater judgement and initiative and/or the exercise of more advanced skills. Beginning as a grade 1 they require decreasing supervision and exercise greater skills to the level of grade 4.

6A.1.2 Grade 5

6A.1.2(a) This grade shall consist of:

- (i) graduates without experience in the public relations industry but who are in training for the profession. Such persons shall remain at this level for no longer than twelve months when they will move to public relations consultant grade 1;

and/or

- (ii) persons with advanced skills and/or responsibility as defined for public relations assistant grades 1- 4.

6A.1.2(b) In any case a person employed as a public relations assistant who becomes eligible to graduate from a course listed in 6A.2.2(a) shall be immediately reclassified into this grade.

6A.2 Public Relations Consultant

6A.2.1 Grade 1-2

6A.2.1(a) Perform straightforward public relation duties in all aspects.

6A.2.1(b) Assignments are of a limited scope and complexity and may comprise a minor phase of a broader or complex assignment. Assist more senior staff in carrying out complex technical/professional tasks.

6A.2.1(c) Work will usually be specifically directed and may be closely supervised by higher level professional staff. Work is assigned and instructions may include details of methods and procedures to be followed.

6A.2.2 Entry level skills/qualifications

Persons at this level would have professional knowledge and skills gained through:

6A.2.2(a) completion of an appropriate graduate course of study in communications, journalism, art, design, public relations or marketing or a journalist, press photography or artist cadetship; and/or

6A.2.2(b) experience in publishing, public relations, design marketing or in the media industry.

6A.2.3 Grade 3-4

6A.2.3(a) Perform normal professional work where assignments may be broad in scope and involve complex technical problems.

6A.2.3(b) This level includes experienced staff who have a good understanding of the profession.

6A.2.3(c) Persons at this level may exercise a high degree of independence in their professional role and exercise independent judgement and initiative.

6A.2.3(d) Persons at this level normally work individually on projects and would, within established guidelines, plan their schedule of work.

6A.2.4 Qualifications

6A.2.4(a) Sound professional knowledge. Demonstrated skills and experience in professional, communicative and administrative aspects of the work.

6A.2.4(b) Progression through grades 1, 2, 3 and 4 will be based upon the acquisition of skills and/or experience.

6A.2.5 Grade 5

6A.2.5(a) Persons at this level have considerable experience, exercise independent judgement, have a comprehensive knowledge of the relevant programs/activities and possess sound professional skills.

6A.2.5(b) A range of activities may be undertaken including:

(i) complex, novel or critical activities in an aspect of professional work where it is necessary to select and/or modify and adapt established principles, technologies, procedures and methods;

(ii) the sustained supervision and direction of a specific activity or program or small work unit involving normal professional work;

(iii) provide professional guidance to others;

(iv) provide a significant input into the policy formulation and execution of programs;

(v) be responsible for formulating strategies for projects.

(vi) Persons at this level may direct the activities of subordinate staff in a smaller work unit. May assist a more senior professional in the direction of professional activities.

6A.2.6 Qualifications

A person at this level or higher holds a University degree (three, four or five year course) with major in communications, journalism, public relations or marketing. Wide experience in the relevant professional activity. Mature application of highly developed skills in professional activities.

6A.2.7 Grade 6

6A.2.7(a) Persons at this level have considerable experience in their professional field, exercise sound judgement, have a comprehensive knowledge of the relevant programs/activities and exercise originality and ingenuity in their work.

6A.2.7(b) Activities at this level may branch into either managerial or senior specialist areas of the profession or may be a combination of the two.

6A.2.7(c) Activities which may be undertaken at this level include:

- (i) provide high level professional advice on policy issues;
- (ii) assist in formulating strategies and policy;
- (iii) provision of practical and economic solutions to highly complex professional problems in an aspect of professional work;
- (iv) the professional, economic and administrative management of a professional work unit engaged in complex activities or programs requiring the allocation of significant human and/or material resources;
- (v) formulate training programs.

6A.2.8 Grade 7

6A.2.8(a) Persons at this level have extensive experience in their professional field and advanced professional knowledge and skills. They may be a specialist in the area with which their consultancy deals.

6A.2.8(b) In addition to performing from time to time functions of grade 6, a grade 7's activities may include:

- (i) provide authoritative professional advice on major policy issues;
- (ii) be responsible for formulating strategies;
- (iii) assessing and identifying potential clients;
- (iv) the coordination of professional activities engaged in strategic and complex programs;

(v) provide a specialist consultancy service.

SCHEDULE 6B SALARIES (PUBLIC RELATIONS EMPLOYEE/S)

6B.1 Annual Salary

6B.1.1 A general increase of 3% has been applied to the 1 February 2009 base salaries from the first full pay period commencing on or after 1 February 2010.

6B.1.2 A general increase of 3% has been applied to the 1 February 2010 base salaries from the first full pay period commencing on or after 1 February 2011.

6B.1.3 A full-time Public Relations Employee will be paid not less than the following annual salary relevant to the Public Relations Employee's Classification.

Classification	On Signing \$	1 Feb 2010 \$	1 Feb 2011 \$
Public Relations Assistant			
Grade 1	35 931	37 009	38 119
Grade 2	36 706	37 807	38 941
Grade 3	38 086	39 228	40 405
Grade 4	39 315	40 494	41 709
Grade 5	40 457	41 671	42 921
Public Relations Consultant			
Grade 1	41 427	42 670	43 950
Grade 2	43 690	45 001	46 351
Grade 3	47 398	48 820	50 285
Grade 4	49 919	51 417	52 959
Grade 5	55 932	57 610	59 338
Grade 6	62 205	64 071	65 993
Grade 7	68 477	70 531	72 647

6B.2 Annual Leave Loading

The annual salary in 6B.1 is inclusive of annual leave loading.

6B.3 Part-time Salary

A Part-time Public Relations Employee is paid per hour worked not less than 1/38th of the weekly rate of pay appropriate to the Public Relations Employee's classification.

6B.4 Advancement

6B.4.1 Progression through public relations assistant grades 2, 3 and 4 and public relations consultant grades 1, 2, 3 and 4 shall be based upon the acquisition of skills and/or experience.

6B.4.1.1 Any Employee may opt to undertake an agreed training course, provided that it is twelve months or more since that Employee last undertook such a course or was otherwise upgraded.

6B.4.1.2 An Employee and the Employer may agree that the Employee may undertake agreed training notwithstanding the fact that it is less than twelve months since that Employee undertook such a course or was otherwise upgraded.

6B.4.2 Notwithstanding these provisions, at the expiry of the twelve months of being upgraded, or at any other time before that date, the Employer and Employee may agree that the experience gained since the previous upgrading is adequate to justify the Employee being further upgraded.

6B.4.3 If this occurs, the Employer and the Employee may agree to waive the requirements of the training course and the Employee may be upgraded forthwith.

6B.5 Reasonable Additional Hours

6B.5.1 Where the Employer requires a Public Relations Employee to work hours additional to the averaging arrangement, the Employer will pay the Public Relations Employee at the rate of time and a half for the first two hours and double time thereafter for each additional hour worked; except that a Public Relations Employee may by mutual agreement with the Employer opt to take time off in lieu at the ordinary time rate, that is an hour for each hour worked.

6B.5.2 Payment for additional hours will not be paid nor time in lieu granted where a Public Relations Employee has not obtained prior authorisation from the Employer to work additional hours.

6B.5.3 No more than the equivalent of 38 hours' time in lieu may be accrued in a school year.

6B.5.4 The time off in lieu must be taken as soon as practical at a time mutually agreed between the Employer and the Public Relations Employee, but within a calendar year.

6B.5.5 If an agreement cannot be reached as to when time-in-lieu will be taken or whether there is sufficient time available for time-in-lieu to be taken, the time-in-lieu will be paid at the agreed rates at the Public Relations Employee's current rate of pay.

6B.6 Weekend Penalties

6B.6.1 Any time worked on a weekend which is outside of ordinary weekly hours shall be paid as follows:

- (i) for the first two hours on Saturday at time and a half;
- (ii) for all other time at double time