



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Freshwater Creek Steiner School Association Incorporated
(AG2011/799)

FRESHWATER CREEK STEINER SCHOOL AGREEMENT 2010

Educational services

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 5 MAY 2011

Application for approval of the Freshwater Creek Steiner School Agreement 2010.

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

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

[3] The Agreement is approved and, in accordance with s.54, will operate from 12 May 2011. The nominal expiry date of the Agreement is 31 December 2011.

[4] The Independent Education Union of Australia 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), I note that the Agreement covers the organisation.



DEPUTY PRESIDENT

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PART 1 APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement is to be known as the *Freshwater Creek Steiner School Agreement 2010* (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth.).

2. ARRANGEMENT

This Agreement is arranged as follows.

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Early Childhood Assistants		
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Salaries	3B	

Clerical and Administrative Employees	
Classification Structure (Clerical and Administrative Employees)	4A
Salaries (Clerical and Administrative Employees)	4B

3. COMMENCEMENT AND PERIOD OF OPERATION

- 3.1 This Agreement will operate from the date of commencement under the Fair Work Act.
- 3.2 The nominal expiry date of the Agreement is 31 December 2011.
- 3.4 The parties will commence negotiations regarding salaries beyond 31 December 2011 not less than 4 months prior to the expiration of this Agreement.

4. PARTIES BOUND

- 4.1 This Agreement binds:
 - a) The Employer
 - b) Primary, including Permission to Teach Teachers, and Early Childhood Teachers
 - c) School and Early Childhood Assistant Employees
 - d) Clerical Employees
- 4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Part 3, 4, 5 and 6 of this Agreement applies to the Employees as specified.

5. RELATIONSHIP TO AWARDS AND LEGISLATION

- 5.1 This Agreement replaces the applicable Awards.
- 5.2 The *Fair Work Act 2009* (Cth.) prescribes minimum terms and conditions of employment which cannot be excluded by the Agreement.
- 5.4 The National Employment Standards as contained in the *Fair Work Act 2009* (Cth.) operate from 1 January 2010.
- 5.4 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 applicable minimum terms and conditions of employment, the Employee(s) will be entitled to the more favourable term.

6. DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth.) or its successor
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of Annual Leave
Award	means the following:

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	<p>(a) Educational Services (Teachers) Award 2010</p> <p>(b) Educational Services (Schools) General Staff Award 2010</p> <p>and any other award applicable to any Employee immediately prior to the commencement of this Agreement</p>
Casual Employee	means an Employee employed pursuant to Clause 8 of this Agreement
Clerical or Administrative Employee	<p>means a person who is employed wholly or principally in clerical work and/or administrative work, excluding</p> <ul style="list-style-type: none"> • A human resource manager, business manager or bursar (by whatever name called) • A staffing manager • 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
Continuity of Service	includes all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, infectious diseases leave, carer's leave and bereavement leave), school holidays, long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the Employee. Periods of unpaid leave are not included except at the discretion of the Employer. Periods of unpaid leave do not count as service but do not break continuous service.
Early Childhood Assistant	means an employee who performs general duties and duties with children in the Early Childhood Centre, under the general direction of an Early Childhood Teacher
Early Childhood Teacher	means a teacher, or a teacher with a responsibility for coordination, who is employed to teach children in the Early Childhood Centre.
Employee	means a person covered by this Agreement
Employer	means Freshwater Creek Steiner School, Incorporated ABN 32 925 426 918
Experience	<p>means experience of teaching</p> <ul style="list-style-type: none"> • for a School Teacher, after achieving the qualifications necessary for registration as a teacher, and • for an Early Childhood Teacher, after achieving a four-year post-secondary qualification in early childhood education, and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
FWA	means Fair Work Australia
Fixed Term	means an Employee employed pursuant to clause 8 of this

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Employee	Agreement
Full Time Employee	means an Employee employed pursuant to clause 8 of this Agreement.
Immediate Family	means (a) a spouse (including a former spouse, a defacto spouse and a former defacto spouse) of the Employee. A defacto spouse means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and (b) a 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 or defacto spouse of the Employee
NES	means the 10 National Employment Standards, effective 1 January 2010
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 4 weeks' annual leave)
Part Time Employee	means an Employee employed pursuant to clause 8 of this Agreement
Permission to Teach Teacher	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</i> (Vic.) and the person <ul style="list-style-type: none"> • 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 • holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or • is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or • has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach by the Victorian Institute of Teaching (1 July 2007 Permission to Teach Policy)
Registered Health Practitioner	means a person registered under the <i>Health Professions Registration Act 2005</i> (Vic)
Scheduled Class Contact	means all scheduled classes allocated to the teacher whether that class consists of a single student or group of students; any sport/activities sessions allocated to the teacher which are scheduled during normal class time; scheduled home room duties and scheduled assemblies.
School	means Freshwater Creek Steiner School, Incorporated ABN 32 925 426 918 trading as Freshwater Creek Steiner School, Incorporated

School Assistant	means a person who is ancillary to the process of teaching and includes School Counsellors, Guidance Officers, Curriculum Advisors, Integration Aides and Teacher Aides.
School Holidays and Annual Leave	means a period of holidays which includes four weeks' Annual Leave, 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.
Shared Leadership and Management	means that in Steiner Schools, the teachers as a collegiate group take on all of the roles and responsibilities that would be undertaken by a principal in any other school. Freshwater Creek Steiner School follows this ideology and has adopted a process to implement it which is called the Shared Leadership and Management (SLAM) Process. SLAM is a management package developed by RAW © Education which systematises clear mandated roles for the administrative and teacher management positions within the school.
Teacher	means a School Teacher and an Early Childhood Teacher, unless specifically specified
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 (Vic)</i> and is employed to teach in the Primary School. This definition includes a qualified Teacher Librarian and Permission To Teach Teachers as defined. This definition does not include a person employed as a principal or a deputy principal, by whatever name called.
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the Education and Training Reform Act 2006 (Vic.)

7. DISPUTE RESOLUTION PROCEDURE

Dispute Settling Procedure

- 7.1 In relation to any matter arising out of this Agreement or the NES that may be in dispute ('the matter') between the Employer and the Employee(s) ('the parties') as parties to this agreement the parties will undertake the following steps:

STEP 1

Every attempt shall be made to resolve a grievance in the first instance, by discussions between the individuals directly involved at the workplace or their representatives and the Employer. This does not preclude the right of either party to seek advice from outside the workplace nor does it necessitate such an approach where this is impracticable.

STEP 2

When a grievance is not resolved by Step 1, the Employee(s) or the Employer may seek the assistance of their representatives in order that a further attempt can be made to resolve the matter.

STEP 3

In the event that Steps 1 and 2 fail to resolve the matter, it may be referred by either party to the FWA or to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative. In normal circumstances, the matter should not be referred by either party to the FWA prior to the completion of Steps 1 and 2.

Until the grievance is determined, work shall continue normally in accordance with the custom or practice existing before the grievance arose, while discussions take place.

No party shall be prejudiced as to the final settlement by the continuance of work. Health and safety matters are exempted from this sub clause.

- 7.2 Where there is a referral to the FWA in accordance with Step 3 above, either of the parties to the matter in dispute may ask the FWA to assist in the first instance by attempting to conciliate the matter in dispute.
- 7.3 Where the FWA determines that a conciliated resolution is not possible, either party may request the FWA to arbitrate the matter in dispute. Any such arbitration shall be subject to and in accordance with this clause.
- 7.4 In arbitrating the dispute, the FWA may only give directions about the process to be followed within the school to resolve the matter in dispute.

8. MODES OF EMPLOYMENT

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

8.1 Full Time Employee

- 8.1.1 The Employer may engage an Employee on a full time basis in accordance with this Agreement.
- 8.1.2 A Full Time Teacher's scheduled teaching hours are deemed to be 22.5 hours.
- 8.1.3 Full time Graduate Teachers shall have their face to face teaching hours reduced by two hours per week
- 8.1.4 Mentors of graduates shall have their face to face teaching hours reduced by one hour per week.

8.2 Part Time Employee

- 8.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.
- 8.2.2 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.

- 8.2.3 A Part Time School Teacher and Early Childhood 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 8.1. 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 22.5 hours.

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

- 8.2.4 A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher

8.3 Fixed Term Employee

- 8.3.1 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:

- a) to replace one or more Employees who are on leave;
- b) to undertake a specified project for which funding has been made available;
- c) to undertake a specified task which has a limited period of operation;
- d) 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;

- 8.3.2 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.

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

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

- 8.3.4 Subject to clause 9, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or where an employee is replacing an employee on parental leave in accordance with the appropriate notice of termination provisions in clauses 39, 43, 47 and 52.

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

- notice of termination (where the date of cessation of employment is stated at the time of employment)
- redundancy
- paid parental leave

8.4 Casual Employee

- 8.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- 8.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule 1B – Teachers; Schedule 2B – School Assistants; Schedule 3B – Early Childhood Assistants; Schedule 4B - Clerical Employees. This rate includes a loading in lieu of paid leave entitlements.
- 8.4.3 The Employer will engage a Casual Teacher, for a full day or a half day.
- 8.4.4 A Casual Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination of employment
 - redundancy
 - remuneration packaging
 - annual leave
 - jury service leave
 - school holidays
 - non attendance time
 - leave loading
 - public holidays
 - paid personal leave
 - paid compassionate leave
 - paid parental leave
 - accident make-up pay
- 8.4.5 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.
- 8.4.6 An Employer must not employ a Casual Teacher in such a capacity, for more than four weeks, unless by mutual agreement, and then up to one full term.

PART 2

CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

9. QUALIFYING PERIOD

- 9.1 An Employee's employment is contingent upon the satisfactory completion of a six month qualifying period.
- 9.2 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 clauses 39, 43, 47 and 52 and does not need to comply with clause 15 (Due Process) or any other due process or performance management policies or procedures in place from time to time.

- 9.3 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

Teacher – 2 weeks' notice in writing or payment in lieu.

School Assistant – 2 weeks' notice in writing or payment in lieu.

Early Childhood Assistant – 2 weeks' notice in writing or payment in lieu.

Clerical Employee – 2 week's notice in writing or full payment in lieu.

- 9.4 If the Employee is to resign 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 9.3 above.

10. LETTER OF APPOINTMENT

Upon engagement, the Employer will provide the Employee, other than a Casual Employee, with a letter of appointment.

11. INTRODUCTION OF MAJOR CHANGE

Employer's duty to notify

- 11.1 Where an Employer has made a decision to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees in writing who may be affected by the proposed changes and their representatives.
- 11.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for training or transfer of Employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

Employer's duty to discuss change

- 11.3 The Employer shall discuss with the Employees affected and their representatives the introduction of the changes referred to in clause 11.1 and 11.2, the effects the changes are likely to have on Employees, measure to avert or mitigate the adverse effects of such changes on Employees and shall give prompt consideration to matters raised by the Employees and their representatives in relation to the changes.
- 11.4 The discussions shall commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 11.1.

- 11.5 For the purposes of such discussion and their notification in writing, the Employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the Employer's interests.

12. REMUNERATION PACKAGING

- 12.1 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.
- 12.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

13. SUPERANNUATION

The Employer will continue to make 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 the Employer's chosen default superannuation fund or successor fund.

14. PAYMENT ARRANGEMENTS

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

15. DUE PROCESS

15.1 Concerns about conduct or performance

Due process will involve written advice to the Employee of the School's concern with the Employee's conduct or performance, the conduct of meetings to discuss the School's concerns and to give the Employee an opportunity to respond to the School's concerns, the provision of any counselling or assistance, where appropriate, to the Employee, and the setting of periods of review, as appropriate. This clause does not apply during the qualifying period (clause 9).

Where the Employer has concerns with the conduct or performance of an Employee, the Employer may instigate Due Process as outlined in this clause.

15.2 Instigating the Due Process

To instigate Due Process the Employer or the Employer's delegate shall advise the Employee in writing of the following:

- a) the Employer's concerns about the Employee's conduct or performance;

- b) the period of the due process, stating the expected timeline of the total process, and the times and dates when review meetings will take place within the timeline;
- c) the forms of assistance and counselling as appropriate that will be provided by the Employer to help the Employee address and overcome the Employer's concerns; and
- d) the proposed time, date and place of the Initial Meeting of the Due Process.

15.3 The Initial Meeting

At the Initial Meeting and any subsequent review meetings, the Employee shall have the right to be accompanied by a nominee of the Employee. The following points shall be the subject of discussion between the Employer and the Employee:

- a) the Employee shall be given an opportunity to seek clarification of any points raised in the Employer's letter and to respond to the concerns raised; and
- b) there shall be an attempt to reach agreement regarding the expected timeline of the total process, and the times and dates when review meetings will take place within the timeline.

15.4 Review Meetings

At the review meetings during the period of Due Process, the following elements shall be the subject of discussion:

- a) the Employee shall demonstrate how the concerns of the Employer are being addressed;
- b) the Employer shall provide advice to the Employee as to the progress of the Employee in addressing the concerns;

15.5 Concluding the Due Process

15.5.1 At the end of the timeline the Employer shall advise the Employee in writing as to whether:

- a) the Employer's concerns have been satisfactorily addressed and sufficient progress has been made to conclude Due Process; or
- b) the Employer's concerns have not been satisfactorily addressed and the Employer intends to extend the period of the Due Process; or
- c) the Employer's concerns have not been satisfactorily addressed and the Employer intends to terminate the Employee's employment.

15.5.2 Following the conclusion of the Due Process, if the Employer's intended course of action is to terminate the employment of the Employee, the relevant clause 39, 43, 47 or 52 of the Agreement.

16. PERSONAL LEAVE

16.1 Personal leave is provided in accordance with the National Employment Standards, except where more favourable terms are provided in this Agreement.

16.3 Entitlement

16.3.1 An Employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.

16.3.2 For a Full Time Employee, the sick leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid sick leave on a pro rata basis based on specific hours as set out in the clauses for specific categories of Employees. The relevant clauses are clause 37 (Teacher), clause 41 (School Assistant), clause 45 (Early Childhood Assistant) or clause 49 Clerical Employee).

16.3.3 Paid sick leave is taken by the Employee because of personal illness or injury

16.3.4 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 of 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 37 (Teacher), clause 41 (School Assistant), clause 45 (Early Childhood Assistant) or clause 49 (Clerical Employee). Carer's leave, if not used in any year, does not accrue as a separate entitlement.

16.3.5 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.

16.3.6 A Casual 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.

16.3.7 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.

16.3.8 An Employee is entitled to sick leave provided that, if required:

- a) the Employee produces a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence of two or more consecutive days;
- b) the Employee provides a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence continuous with a public holiday or the first or last day of a school term which would not otherwise require the production of a certificate; and
- c) the Employee produces a medical certificate from a registered health practitioner or a statutory declaration to the Employer where the number 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.

16.3.9 The amount of personal leave a full time Employee may take as sick leave depends upon how long the employee has worked for the Employer and accrues as follows:

- a) In the first year of service, six days during the first term worked and thereafter, three days at the commencement of each subsequent school term; and
- b) in the second and subsequent year of service, 15 days at the commencement of that year

16.3.10 An Employee is entitled to carer's leave provided that, if required:

- the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer for an absence of more than two consecutive days, if the member of the Teacher's Immediate Family or household is ill or injured; or
- the Employee produces a statutory declaration made by the Employee to the Employer for an absence of more than two consecutive days, if a member of the Employee's Immediate Family or household is affected by an unexpected emergency ;
- the Employee provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer for any absence continuous with a public holiday or the first or last day of a term which would not otherwise require the production of a certificate;
- the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer where the number days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

17. COMPASSIONATE LEAVE

17.1 Compassionate leave is in accordance with the NES, except where more favourable terms are provided in this Agreement.

17.3 Entitlement

- 17.3.1 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.
- 17.3.2 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.
- 17.3.3 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.

18. INFECTIOUS DISEASES LEAVE

- 18.1 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.
- a) German measles
 - b) Chickenpox
 - c) Measles
 - d) Mumps
 - e) Scarlet fever
 - f) Whooping cough
 - g) Rheumatic fever, or
 - h) Hepatitis.
- 18.2 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.

19. PUBLIC HOLIDAYS

- 19.1 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. The days may be taken as gazetted or as otherwise agreed. These include the following:
- a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - b) the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
 - c) Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.
- 19.2 Public holidays that occur during a period of leave for School Assistants in accordance with clause 44 do not create an additional entitlement.

- 19.3 By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- 19.4 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.
- 19.5 An agreement made in accordance with 19.3 or 19.4 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.

20. PARENTAL LEAVE

20.1 Paid Allowance

- 20.1.1 An Employee, who will be the primary caregiver of a child, upon meeting the requirements for unpaid maternity/adoption leave in clause 20.4 will be entitled to a payment equal to 14 weeks' pay at the Employee's ordinary rate of pay. The Employee is entitled to the maternity leave payment for only the first child during their employment at the school.
- 20.1.3 During the period of time that the Employee is in receipt of the parental allowance under clause 20.1.1, the Employee is entitled to accrue annual leave and personal leave, in accordance with this Agreement. The Employee is not entitled to accrue long service leave in accordance with the *Long Service Leave Act 1992 (Vic)*.
- 20.1.4 The non primary care giver is entitled to two weeks paid leave to be taken at the non primary carers' discretion in consultation with the Employer.

20.2 Relationship with Act

- 20.2.1 Unpaid parental leave is provided in accordance with the NES except where more favourable terms are provided in this Agreement.

20.3 Application

- 20.3.1 Parental leave applies to an Employee, other than a Casual Employee who is not an eligible casual employee
- 20.3.2 The Employer must not fail to re-engage a Casual Employee because:
- a) the Employee or Employee's spouse is pregnant; or
 - b) the Employee is or has been immediately absent on parental leave.
- 20.3.3 The rights of the Employer in relation to engagement and re-engagement of a Casual Employee is not affected, other than in accordance with this clause.

20.4 Definitions

- 20.4.1 For the purposes of this clause, child means a child of the Employee under school age. Except that for the purposes of adoption, a child is an eligible child and means a person under sixteen, who is placed with the Employee, other than a child or step-child of the Employee or of the spouse of the

Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

20.4.2 For the purposes of this clause, an eligible casual employee means a Casual Employee:

- a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

20.4.3 For the purposes of this clause, continuous service means service with the Employer as an Employee during the whole of the period, including any period of authorised leave. For an eligible Casual Employee, continuous service means a period during which the Casual Employee was engaged on a regular and systematic basis by the Employer and during the casual period, the Employee had a reasonable expectation of continuing employment by the Employer.

20.4.4 A spouse includes a former spouse, a de facto spouse and a former de facto spouse.

20.5 Basic Entitlement

20.5.1 An Employee, upon the completion of 12 months of continuous service with the Employer is entitled to up to 12 months' unpaid parental leave (maternity, paternity or adoption leave) in relation to the birth or adoption of a child. This includes:

- a) up to 52 weeks of unpaid ordinary maternity leave to be the primary care-giver of the child;
- b) a single, unbroken period of unpaid short paternity leave of up to one week at the time of the birth of a child and a further unbroken period of up to 51 weeks of unpaid long paternity leave to be the primary care-giver of a child; and
- c) a single, unbroken period of up to three weeks' unpaid short adoption leave taken within the three weeks starting on the day of placement of an eligible child with the Employee and a further unbroken period of up to 49 weeks to be the primary care-giver of the child.

20.5.2 Parental leave does not break the Employee's continuity of employment but it does not count as employment or service.

20.6 Right to Request

20.6.1 Simultaneous Leave

- (a) Subject to 20.6.1(b), an Employee entitled to parental leave pursuant to the provisions of the Act 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 for extended Simultaneous Leave under 20.6.1(a) must be made as soon as possible but no less than seven (7) weeks prior to the commencement date of the short period of parental leave.

20.6.2 Extended Parental Leave

- (a) Subject to 20.6.2(b), and to assist reconciling work and parental responsibilities, an Employee entitled to parental leave pursuant to the provisions of the Act, may request the Employer 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 up to a maximum of 156 weeks, provided that any leave in excess of 52 weeks will conclude at the end of a School Year, enabling a return at the start of the following School Year.

- (b) An application under 20.6.2(a) must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the Employee is due to return to work from parental leave.

20.6.3 Return to Part Time Work

- (a) Subject to 20.6.3(b), an Employee entitled to parental leave pursuant to the provisions of the Act 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 school age, to assist the Employee in reconciling work and parental responsibilities
- (b) An application pursuant to 20.6.3(a) requesting return to Part Time Work must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the Employee is due to return to work from parental leave.

20.6.4 Request To Be Considered

- (a) The Employer shall consider any request made pursuant to 20.6.1, 20.6.2 or 20.6.3 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 the educational program.
- (b) An Employee's request and the Employer's decision made under 20.6.1, 20.6.2 or 20.6.3 must be recorded in writing.

20.7 Notification Requirements - Ordinary Maternity Leave

20.7.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of ordinary maternity leave. The Employee must:

- a) provide notice in writing to the Employer of the expected date of confinement (included in a certificate from a registered medical

practitioner stating that the Employee is pregnant). The Employee must give the medical certificate to the Employer no later than ten (10) weeks before the expected date of birth (as stated in the certificate).

- b) provide notice in writing to the Employer of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken. This notice must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.

20.7.2 When the Employee gives notice under 20.7.1(b) the Employee must also provide a statement setting out the following:

- the particulars of any period of paternity leave sought or taken by her spouse
- that the Employee intends to be the child's primary care-giver at all times while on ordinary maternity leave; and
- that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

20.7.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason.

20.7.4 Subject to clause 20.5.1 and unless agreed otherwise between the Employer and the Employee, an Employee may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.

20.7.5 Where an Employee continues to work within the six week period immediately prior the expected date of the birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

20.7.6 The Employer may require the Employee to start a continuous period of leave as soon as reasonably practicable if the Employee does not give the Employer the medical certificate pursuant to 20.7.5 within seven days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.

20.7.7 Where the Employee elects to return to work within six weeks after the birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

20.8 Special Maternity Leave

20.8.1 Where the pregnancy of an Employee not then on maternity leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

20.8.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

- 20.8.3 Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave and parental leave taken by a spouse may not exceed 52 weeks.
- 20.8.4 Where leave is granted under clause 20.7.4, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- 20.8.5 A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.
- 20.8.6 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a medical practitioner stating that the Employee is pregnant, the expected date of birth, and that the Employee is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.
- 20.8.7 An application for special maternity leave required because of the end of the Employee's pregnancy otherwise than by the birth of a living child must be accompanied by:
- a) a medical certificate from a medical practitioner containing the following statements:
 - that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
 - what the expected date of birth would have been if the pregnancy had gone to full term;
 - that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
 - that the Employee is, was, or will be unfit for work during a stated period.
 - b) a statutory declaration made by the Employee containing the following statements:
 - that the employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
 - the first and last days of the period (or periods) of any other authorised leave taken by the Employee because of a pregnancy-related illness or the end of the pregnancy; and
 - that the employee will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.
- 20.8.8 The application, medical certificate and statutory declaration (if required) must be given to the Employer before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.

20.8.9 An Employee will not be in breach of this clause if the Employee could not comply with the documentation requirements because of circumstances beyond her control.

20.8.10 An Employee is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the Employer.

20.9 Paternity Leave

20.9.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of short paternity leave.

The Employee:

- a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than 10 weeks before the date stated in the certificate; or
- b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably practicable for the Employee to comply with 20.9.1(a) because of the premature birth of the child or any other compelling reason; and
- c) must provide to the Employer a written application for short paternity leave stating the first and last days of the period of short paternity leave, with the application given to the Employer as soon as reasonably practicable on or after the first day of the period of leave.

20.9.2 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of long paternity leave. The Employee must provide the Employer with a statutory declaration no later than 10 weeks prior to the first day of the intended period of leave stating:

- he will take that period of paternity leave to become the primary care-giver of a child;
- particulars of any period of maternity leave sought or taken by his spouse; and
- that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

20.9.3 The Employee will not be in breach of 20.9.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

20.10 Adoption Leave

20.10.1 An Employee must give written notice to his or her Employer of the Employee's intention to apply for adoption leave as soon as reasonably

practicable after receiving notice (a placement approval notice) of the approval of the placement of an eligible child with the Employee.

20.10.2 An Employee must give written notice to his or her Employer of the day when the placement of an eligible child with the Employee is expected to start as soon as reasonably practicable after receiving notice (a placement notice) of the expected day.

20.10.3 An Employee must give written notice to his or her Employer of the first and last days of the periods of short and long adoption leave (or of either type of leave) the Employee intends to apply for because of the placement:

- a) if the Employee receives a placement notice about the placement within the period of 8 weeks after receiving the placement approval notice - before the end of that 8-week period; or
- b) if the Employee receives a placement notice about the placement after the end of the period of 8 weeks after receiving the placement approval notice - as soon as reasonably practicable after receiving the placement notice.

20.10.4 A notice under 20.10.1, 20.10.2 or 20.10.3 must be given to the Employee's Employer as soon as reasonably practicable where the Employee cannot comply due to the day that the placement is expected to start or any other compelling reason.

20.10.5 An Employee must provide a written application to his or her Employer for short adoption leave, stating the first and last dates of the period no later than

14 days before the proposed day of placement of the child. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of short adoption leave.

20.10.6 An Employee must provide a written application to his or her Employer for long adoption leave, stating the first and last dates of the period no later than 10 weeks before the first day of the proposed continuous period of leave including (or constituted by) the long adoption leave applied for. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of long adoption leave.

20.10.7 The Employee must also give his or her Employer the following documents:

- a) a statement from the adoption agency of the day when the placement is expected to start, and
- b) a statutory declaration made by the Employee stating
 - whether the Employee is taking short adoption leave, long adoption leave or both;
 - the first and last days of the period or periods of leave to be taken;
 - that the child is an eligible child;
 - that the Employee intends to be the primary care-giver at all times while on the long adoption leave; and

- that the Employee will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.

20.10.8 An Employee may take:

- a) short adoption leave to which he or she is entitled at any time within the period of 3 weeks starting on the day of placement of the child, and/or
- b) long adoption leave to which he or she is entitled at any time within 12 months after the day of placement of the child.

20.10.9 Where the placement of a child for adoption with an Employee

- does not commence, the Employee is not entitled to leave; or
- commences but is discontinued or cancelled, the Employee's entitlement to adoption leave is not affected. However, the Employer may give the Employee written notice that, from a stated day no earlier than 4 weeks after the day the notice is given, any untaken long adoption leave that the

Employee remains entitled to at the stated day is cancelled with effect from that day.

20.10.10 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

20.11 Parental Leave and Other Entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 20.6.2.

20.12 Transfer to a Safe Job

20.12.1 Subject to 20.12.2 and 20.12.3, where an Employee is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

20.12.2 This subclause applies to an Employee if

- a) the Employee is entitled to ordinary maternity leave; and
- b) the Employee has already complied with the documentation requirements under 20.7; and
- c) the Employee gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Employee is fit to work, but that it is

inadvisable for her to continue in her present position for a stated period because of:

- (i) illness, or risks, arising out of her pregnancy; or
- (ii) hazards connected with that position.

20.12.3 If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job:

- a) the Employee may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 20.12.4(b); or
- b) the Employer may require the Employee to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in

20.12.4 If the Employee takes paid leave under 20.12.3:

- a) the entitlement to leave is in addition to any other leave entitlement she has; and
- b) the period of leave ends at the earliest of whichever of the following times is applicable:
 - (i) the end of the period stated in the medical certificate; or
 - (ii) if the Employee's pregnancy results in the birth of a living child - the end of the day before the date of birth; or
 - (iii) if the Employee's pregnancy ends otherwise than with the birth of a living child - the end of the day before the end of the pregnancy.

20.13 Variation of Period of Ordinary Maternity Leave, Long Paternity Leave or Long Adoption Leave

20.13.1 Subject to the relevant provisions of the Act, where an Employee has commenced a period of long parental leave of up to 12 months, the Employee:

- a) may extend the period of ordinary maternity leave, long paternity leave or long adoption leave once by giving the Employer 14 days' written notice before the end of the period stating the period by which the leave is extended; and
- b) may further extend the period of ordinary maternity leave, long paternity leave or long adoption leave by agreement with the Employer.

20.13.2 Subject to the relevant provisions of the Act, the period of ordinary maternity leave, long paternity leave or long adoption leave may be shortened by written agreement between the Employer and the Employee.

20.13.3 To avoid doubt, this subclause does not apply to the right to request provision in 20.6.2.

20.14 Returning to Work After a Period of Parental Leave

20.14.1 An Employee will notify the Employer of the Employee's intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

20.14.2 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 20.12, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A Part Time Teacher will be entitled to the same time fraction.

20.14.3 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.

20.14.4 For the purposes of this clause, position includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects.

20.15 Replacement Employees

20.15.1 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

20.15.2 Before an Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

20.16 Communication During Parental Leave

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

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

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

20.16.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 20.16.1.

21. LONG SERVICE LEAVE

21.1 Entitlement

- 21.1.1 An Employee is entitled to long service leave in accordance with the *Long Service Leave Act 1992 (Vic.)* as amended from time to time. This Agreement will prevail over the Act in the event of any inconsistency.
- 21.1.2 An Employee is entitled to long service leave of thirteen weeks at their ordinary rate of pay 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.
- 21.1.3 Ordinary pay is the pay an Employee is entitled to receive at the time the Employee takes long service leave for working their normal weekly hours at their ordinary time rate of pay.
- 21.1.4 An Employee is entitled to access accumulated pro rata long service leave entitlements upon the completion of 7 years' continuous service, provided such leave is taken during a whole school term and not less than one full term of leave is taken. This provision has the express effect of overriding the *Long Service Leave Act 1992 (Vic.)*.
- 21.1.5 In the event that the accrued leave taken pursuant to clause 21.1.4 is less than the period of the school term, the Employee will take the remaining weeks as leave without pay. The Employer will, if requested, spread the payment across the full term of leave.
- 21.1.6 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after 7 years of continuous employment.
- 21.1.7 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 ordinary pay.
- 21.1.8 An Employee whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.
- 21.1.9 An Employee should give at least 6 months notice of taking Long Service, unless otherwise agreed between the Employer and the Employee. Long Service Leave will be taken at a mutually agreed time taking into consideration the needs of the Employee and the operational needs of the workplace.

21.2 Illness on Long Service Leave

- 21.2.1 An Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, pursuant to Clause 16 of this Agreement. The period of sick leave will be deducted from the Employee's personal leave credits and the long service leave will be recredited 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.

21.2.2 The Employee's application under 21.2.1 must be received by the employer during the period of illness or injury and must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or the injury and the likely duration of the illness or injury.

21.2.3 At the time of making the application under 21.2.1, the Employee must indicate to the Employer whether the Employee wishes to extend the long service leave by the period of the illness or injury or to return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

21.3 Cashing Out Long Service Leave

21.3.1 Where the Employer and Employee agree, an Employee who is entitled to long service leave may request, in conjunction with the taking of a period of long service leave of not less than one full term, to cash out a proportion of their accrued long service leave. The Employee may cash out up to 50 per cent of the accrued long service entitlement. This provision has the express effect of overriding section 74 of the *Long Service Leave Act 1992* (Vic.)

22. LEAVE WITHOUT PAY

22.1 An Employee may apply for leave without pay which may be granted at the discretion of the Employer. An Employee agrees that 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).

22.2 An Employee may apply for leave without pay in conjunction with long service leave.

23. ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

23.1 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.

23.2 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:
 - annual leave; or
 - paid personal/carer's leave; and
- b) the Employee, including a Teacher, 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.)*.

- 23.3 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.
- 23.4 For the purposes of 23.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.
- 23.5 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 the Act.

24. WITHHOLDING OF MONIES

If an Employee fails to give the full notice required by the relevant clauses 9, 39, 43, 47, and 52, the Employer is entitled to withhold from any monies owing to the Employee, an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.

25. REDUNDANCY

25.1 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, to be done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

25.2 Redundancy Disputes

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

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

25.2.2 Where a redundancy dispute arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to

mitigate the adverse affects of any proposed redundancies on the Employees concerned.

25.3 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.

25.4 Severance Pay

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

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks’ pay*
2 years and less than 3 years	6 weeks’ pay
3 years and less than 4 years	7 weeks’ pay
4 years and less than 5 years	8 weeks’ pay
5 years and less than 6 years	10 weeks’ pay
6 years and less than 7 years	11 weeks’ pay
7 years and less than 8 years	13 weeks’ pay
8 years and less than 9 years	14 weeks’ pay
9 years and less than 10 years	16 weeks’ pay
10 years and less than 11 years	18 weeks’ pay
11 years and less than 12 years	20 weeks pay
12 years and less than 13 years	22 weeks pay
13 years and less than 14 years	24 weeks pay
14 years and more	26 weeks pay

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

25.4.2 For the purposes of this clause, **continuous service** will be calculated to include all service for which paid leave was applicable, including for periods when accident make-up pay was paid, but will not include any period of unpaid leave except at the discretion of the Employer.

25.5 Employees With Less Than One Year’s Continuous Employment

The Employer will promptly advise an Employee with less than one year’s continuous service of an impending redundancy and will provide reasonable support to such Employees in their endeavours to find suitable alternative employment as per clause 25.7

25.6 Leaving During Notice

An Employee, whose employment is terminated for reasons of redundancy during the period of notice, will be entitled to the same benefits and payments under clause 25.4 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.

25.7 Alternative Employment

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

25.8 Time Off During Notice Period

25.8.1 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.

25.8.2 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.

26. ANNUAL LEAVE LOADING

26.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave.

26.2 Subject to 26.4 and 26.5, an Employee, who is a School Assistant in receipt of school holidays and who is employed for part only of a School Year, is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of number of working weeks (excluding paid holiday periods)}}{\text{Number of school's term weeks}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

26.3 An Employee in receipt of four weeks' annual leave and who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of working weeks}^*}{48} \times 4 \text{ times the weekly rate of pay as at 1 December of that year, or when employment is terminated prior to that date, at the weekly rate applicable at the time of termination of employment.}$$

(*excluding paid holiday periods)

26.4 An Employee who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.

26.5 The Employer may pay leave loading to the Employee:

- with the first salary payment in December of that year at the rate of pay applicable on 1 December
- or to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

27. MEAL ALLOWANCE

27.1 At the Employer's discretion, the Employer will provide a meal or will reimburse an Employee up to \$20, with the provision of receipts, for a meal, should the Employer require the Employee to attend Professional Development or other meetings after 6 p.m. where such attendance is continuous with the working day.

28. 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.

29. 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.

30. JURY SERVICE LEAVE

Entitlement

- 30.1 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.
- 30.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 30.3 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.
- 30.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 30.5 Subject to Clause 30.2 to 30.4 of this clause, an Employer will reimburse an Employee who has been granted leave, an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

31. EXAMINATION LEAVE

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

32. 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.

33. PROFESSIONAL DEVELOPMENT

33.1 The Employer will fund the necessary travel, accommodation and incidental expenses for Professional Development as approved by the Teacher Development Manager and Facilitator and Business Manager.

33.2 The Freshwater Creek Steiner school is committed to supporting staff with their ongoing professional development and to that end will allocate within the budget annually, an entitlement of \$2000 for each full time Employee, with a pro-rata allocation for each part time Employee.

33.3 An Employee wishing to access professional development funds must make an application setting out the details of the proposed professional development, including the purpose, the provider, the cost and any other details requested by the Teacher Development Manager and Facilitator

34. POSITIONS OF RESPONSIBILITY

34.1 At the time of making this Agreement, a structure providing for positions of responsibility according to the Shared Leadership and Management (SLAM) system is being trialed to facilitate management of the School.

If the SLAM system is adopted, following the completion of the trial period, the Employer, in consultation with staff, shall determine:

- () the level of the allowance to apply to each position
- (a) the time release to apply to each position

34.2 For the purposes of this Agreement, the allowance shall be determined by the Employer after consultation with the Business Manager at the end of each financial year but will not be less than \$2000 per annum, if undertaken on a full-time basis, provided that the total enrolment of the primary school is not less than 90 pupils.

34.3 In the event that the SLAM system is adopted, this clause applies only until the nominal expiry date of this Agreement.

35. FLEXIBILITY AGREEMENTS

35.1 The Employer and an individual Employee may agree to vary the application of clause 42 (Annual Leave for School Assistants with Four Weeks' Annual Leave) to meet the genuine individual needs of the employer and the individual employee. The Employer and Employee may agree to the Employee taking an additional one week of annual leave, and reducing the Employee's actual rate of pay by a factor of 51/52 over the accrual year.

- 35.2 The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- 35.3 The agreement between the Employer and the individual Employee must:
- (a) be confined to a variation in the application of the term listed in clause 35.1 and
 - (a) result in the Employee being better off overall than the Employee would have been if no flexibility agreement had been agreed to.
- 35.4 The agreement between the Employer and the individual Employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (b) state each specific subclause of this agreement that the Employer and the individual Employee have agreed to vary;
 - (b) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
 - (c) detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
 - (d) state the date the agreement commences to operate.
- 35.5 The Employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.
- 35.6 An Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 35.7 The agreement may be terminated:
- (a) by the Employer or the individual Employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the Employer and the individual Employee.

PART 3

CONDITIONS OF EMPLOYMENT FOR SCHOOL TEACHERS AND EARLY CHILDHOOD TEACHERS

36 CLASSIFICATION AND SALARY

- 36.1 Schedule 1A sets out the classification structure and progression through the salary scale. Schedule 1A.4 sets out the provisions governing the Positions of Responsibility.
- 36.2 Schedule 1B sets out the salary for a Teacher (School and Early Childhood Teacher), including a Casual Relief Teacher, and for Positions of Responsibility. Schedule 1B.4 sets out the salary for an Emergency Teacher.

37. HOURS OF WORK

- 37.1 This clause is to be read in conjunction with Clause 8 of this Agreement. The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- 37.2 A Teacher's scheduled class time shall include:
- i) All scheduled classes allocated to the teacher whether that class consists of a single student or a group of students
 - ii) Any sport/activities sessions allocated to the teacher which are scheduled during normal class time
 - iii) Scheduled home room duties including care group and assemblies.

In addition, a Teacher is required to work such reasonable hours as are necessary to perform the Teacher's duties.

- 37.3 A Full Time Teacher may be allocated a maximum of 22.5 hours scheduled class time per week.
- 37.4 In consultation with the College of Teachers, the Employer or the Employer's delegate will determine the classes and professional duties to be allocated to a Teacher.
- 37.6 A Graduate Teacher in their first year of teaching shall have their scheduled class time reduced by two hours per week and shall be allocated a maximum of 20.5 hours
- 37.7 Mentors of graduates shall have their scheduled class time reduced by one hour per week.

38. NON ATTENDANCE TIME

- 38.1 A Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are

determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.

- 38.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 38.3 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 38.4.
- 38.4 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:

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

39. ANNUAL LEAVE

- 39.1 Annual Leave is in accordance with the NES except where more favourable terms are provided in this Agreement.
- 39.2 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 39.3 A Teacher will take all accrued annual leave during the shut down period.
- 39.4 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.

40. NOTICE OF TERMINATION

40.1 Notice of Termination by the Employer

- 40.1.1 Where the Employer wishes to terminate the employment of a Teacher serving a qualifying period pursuant to clause 9, or a Teacher wishes to resign during a qualifying period, the period of notice is specified by clause 9.

- 40.1.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.
- 40.1.3 Where the Employer wishes to terminate the employment of a Teacher where the teacher has had more than six months' continuous service but less than five years' 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.
- 40.1.4 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 4 weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to clause 20 that the Teacher being replaced wishes to return from parental leave.
- 40.1.5 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.
- 40.1.6 The notice period in 40.1.1, 40.1.2 or 40.1.3 does not apply where the Teacher is guilty of serious misconduct.

40.2 Notice of Termination by the Teacher

A Teacher is requested to give a term's notice but should give the employer a minimum of seven (7) weeks notice in writing with such 7 week's notice to be given wholly within one school term.

PART 4

CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

41. CLASSIFICATION AND SALARIES

- 411 Schedule 2A sets out the classification structure for a School Assistant.
- 412 Schedule 2B sets out the salary scale for a School Assistant entitled to Paid School Holidays
- 41.3 Schedule 2C sets out the salary scale for a School Assistant entitled to four weeks' annual leave.

42 HOURS OF WORK

- 42.1 The ordinary hours of work for a Full Time School Assistant will be 38 hours per week.
- 42.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.

43 ANNUAL LEAVE

- 43.1 Annual Leave is in accordance with the NES except where more favourable terms are provided in this Agreement.
- 43.3 A School Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 43.4 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.
- 43.5 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.

44 SCHOOL HOLIDAYS

- 44.1 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.
- 44.2 The salary for a School Assistant in Schedule 2B takes this period of additional leave into account.
- 44.3 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 44.4 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:

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

45. NOTICE OF TERMINATION

- 45.1 Where the Employer wishes to terminate the employment of a School Assistant, 4 weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant. A School Assistant over 45 years of age at the time of being given notice and who has not had less than 2 years of continuous service will be entitled to an additional week's notice. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 45.2 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.

- 45.3 A School Assistant must provide the Employer with a minimum of 4 weeks' notice in writing. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 45.4 The notice period in clause 45.1 does not apply where the School Assistant is guilty of serious misconduct.

PART 5

CONDITIONS OF EMPLOYMENT FOR EARLY CHILDHOOD ASSISTANTS

46 CLASSIFICATION AND SALARY

- 46.1 Schedule 3A sets out the classification structure for an Early Childhood Assistant.
- 46.2 Schedule 3B sets out the salary scale for a an Early Childhood Assistant

47 HOURS OF WORK

- 47.1 The ordinary hours of work for a Full Time Early Childhood Assistant will be 38 hours per week.
- 47.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.

48 ANNUAL LEAVE

- 48.1 Annual Leave is in accordance with the NES except where more favourable terms are provided in this Agreement.
- 48.3 An Early Childhood Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 48.4 An Early Childhood 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 Early Childhood Assistant works.
- 48.5 An Early Childhood Assistant will not be on call during the six weeks of school holidays and will receive no payments for the period. However, pay can be annualised and paid over 52 weeks if requested by the Employee.

49 NOTICE OF TERMINATION

- 49.1 Where the Employer wishes to terminate the employment of an Early Childhood Assistant, 4 weeks' notice in writing, or full payment in lieu, will be provided to the Early Childhood Assistant. An Early Childhood Assistant over 45 years of age at the time of being given notice and who has not less than 2 years of continuous service will be entitled to an additional week's notice. Where an Early Childhood Assistant is entitled to School Holidays (including a

period of six weeks' leave without pay in accordance with clause 48.4), notice is to be given wholly within the one school term.

- 49.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 3B that an Early Childhood Assistant would have received by working during the notice period if the Early Childhood Assistant's employment had not been terminated.
- 49.3 An Early Childhood Assistant must provide the Employer with a minimum of 4 weeks' notice in writing. Where an Early Childhood Assistant is entitled to School Holidays (including a period of six weeks' leave without pay in accordance with clause 48.4), notice is to be given wholly within the one school term.
- 49.4 The notice period in clause 49.1 does not apply where the Early Childhood Assistant is guilty of serious misconduct.

PART 6

CONDITIONS OF EMPLOYMENT FOR CLERICAL AND ADMINISTRATIVE EMPLOYEES

50 CLASSIFICATION AND SALARIES

- 50.1 Schedule 4A sets out the classification structure for a Clerical Employee.
- 50.2 Schedule 4B sets out the salary scale for a Clerical Employee.

51. HOURS OF WORK

- 51.1 The ordinary hours of work for a Full Time Clerical Employee will be 38 hours per week.
- 51.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 51.3 Unless otherwise agreed under Clause 51.4, a Clerical Employee's ordinary hours of work will be between 8.00 a.m. and 6.00 p.m. from Monday to Friday.
- 51.4 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:
- 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; and
 - d) flexible work arrangements.

51.5 The Employer and a Clerical Employee may agree to vary the hours of work arrangements at any time.

51.6 Work outside of or in excess of the ordinary hours of work

51.6.1 Where the Employer requires, and the Clerical Employee agrees, to work outside of, or in excess of, the ordinary hours of work as determined under 51.1 and 51.4, the Clerical Employee will be entitled to either an overtime loading on the additional hours worked or time off in lieu at a period of time equivalent to the overtime penalty incurred. Prior to the overtime being worked, the Employer and Employee will mutually agree as to whether overtime is to be paid or taken in lieu.

51.6.2 The overtime loading applied to hours worked in addition to ordinary hours is 50 percent.

51.6.3 Time in lieu of overtime payment shall be taken at an agreed time, convenient to both the Employer and the Employee and will ordinarily be within 4 weeks of the time being accrued. However, the Employer and the Employee may agree to defer its being taken, save that time in lieu will not accrue from one year to the next.

51.6.4 Where the Employer requests the Clerical Employee to work more than five hours in excess of the ordinary hours of work in any consecutive five-day period, the Employee may refuse to work all hours in excess of five hours.

52. ANNUAL LEAVE

52.1 Annual leave is in accordance with the NES except where more favourable terms are provided in this Agreement.

52.2 A Clerical Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

52.3 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.

52.4 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.

53 ADDITIONAL LEAVE

53.1 The Employer may engage and require a Clerical Employee to work the School's term weeks or any number of weeks equal to or greater than the number of term weeks up to a maximum of 48 weeks in a School Year (inclusive of public holidays).

53.2 For the purpose of this subclause, additional leave is defined as the number of weeks of a School Year (excluding annual leave) that the Employer does not require a Clerical Employee to work.

53.3 A Clerical Employee is entitled to public holidays falling during additional

leave.

53.4 As additional leave is unpaid authorised leave for the purpose of the Act, annual leave, personal leave and long service leave entitlements accrue during a period of additional leave.

53.5 The annual salary of a Clerical Employee, in receipt of additional leave, is calculated using the following formula:

$$\text{Annual Salary} = (52.18 - A + B) \times C \times D$$

where:

A = number of weeks of additional leave. The number of weeks of additional leave in the formula above must not exceed eight weeks (exclusive of annual leave and additional leave) except where the Employer agrees to additional leave of more than eight weeks at the request, in writing, of the Clerical Employee.

B = number of weeks of public holidays falling during periods of additional leave and annual leave.

C = full-time weekly salary (refer to Schedule 3B)

D = the proportion of full-time hours the Clerical Employee will be working, if employed on a part-time basis

provided that the adult weekly salary, where adjusted for additional leave, will not be less than the Federal Minimum Wage of \$14.31 per hour from the first pay period commencing on or after 1 October 2009, as adjusted from time to time after this date.

Note 1: The number of public holidays falling during annual leave and/or additional leave may change from year to year, necessitating recalculation of each year's annual salary.

Note 2: The Employer and a Clerical Employee may change the additional leave arrangements by mutual agreement

53.6 As additional leave is not paid leave, the remuneration of a Clerical Employee entitled to additional leave will be annualised and paid in equal instalments throughout the year in accordance with clause 15 (Payment Arrangements).

54. NOTICE OF TERMINATION

54.1 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

- 54.2 In addition to the notice prescribed in Clause 54.1, 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.
- 54.3 The Employer may elect to provide payment in lieu of the prescribed notice in Clause 54.1
- 544 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.
- 54.5 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.
- 54.6 The Employer and a Clerical Employee may agree in writing to vary the period of notice required under clause 54.1 or 54.2 provided that the agreed period of notice will not be less than that required by this Agreement.
- 54.7 The notice period in this clause and in clause 9 do not apply where the clerical employee is guilty of serious misconduct.

EXECUTED as an Agreement this day of 2010.

Signed for and on behalf of:

Freshwater Creek Steiner School,
Incorporated
ABN 32 925 426 918 trading as _____
Freshwater Creek Steiner School, Chairperson
Incorporated

Address _____
52 McIntyres Rd
Freshwater Creek
Vic 3216

Authority to Sign

In the presence of _____
Witness

Freshwater Creek Steiner School,
Incorporated
as represented by

Name in Print

Authority to Sign

Signature

In the presence of

Witness

SCHEDULE 1A

TEACHER CLASSIFICATION STRUCTURE

1A.1 Primary Teachers with Full or Provisional Registration with the Victorian Institute of Teaching and Qualified Early Childhood Teachers:

1A.1.1 A Teacher who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 3 and subject to 1A.1.3, progress to Level 12 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1A.1.2 A Teacher who has a 3-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to 1A.1.3, progress to Level 12 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School 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.2 Permission to Teach Teachers with the Victorian Institute of Teaching

1A.2.1 A Permission to Teach Teacher will be paid not less than level 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.

1A.3 Early Childhood Teachers

1A.3.1 An Early Childhood Teacher who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 3 and subject to 1A.3.2, progress to Level 12 in annual increments on the anniversary of the Early Childhood Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1A.3.2 An Early Childhood 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.4 Teachers with Positions of Responsibility

1A.4.1 In accord with clause 34 of the Agreement, an allowance will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Employer.

- 1A.4.2 The allowance is linked to a position of responsibility rather than tied to an individual Teacher.
- 1A.4.3 The Employer shall determine who is eligible for the allowance.
- 1A.4.4 The Employer will provide written advice to a Teacher in receipt of a Position of Responsibility Allowance, its tenure, the duties required and the amount to be paid.

SCHEDULE 1B

SALARIES – SCHOOL AND EARLY CHILDHOOD TEACHERS

1B.1 Annual Salary

School and Early Childhood Teachers Rates of Pay

Level		Annual		Weekly*
1	1/08/2009	\$ 41,403.65	\$	793.48
	1/02/2010	\$ 43,059.79	\$	825.22
	1/08/2010	\$ 44,782.19	\$	858.23
	1/02/2011	\$ 46,573.47	\$	892.55
	1/08/2011	\$ 48,436.41	\$	928.26
	2	1/08/2009	\$ 42,292.72	\$
1/02/2010		\$ 43,984.43	\$	842.94
1/08/2010		\$ 45,743.81	\$	876.65
1/02/2011		\$ 47,573.56	\$	911.72
1/08/2011		\$ 49,476.50	\$	948.19
3	1/08/2009	\$ 43,482.48	\$	833.32
	1/02/2010	\$ 45,221.78	\$	866.65
	1/08/2010	\$ 47,030.65	\$	901.32
	1/02/2011	\$ 48,911.88	\$	937.37
	1/08/2011	\$ 50,868.36	\$	974.86
4	1/08/2009	\$ 45,104.88	\$	864.41
	1/02/2010	\$ 46,909.08	\$	898.99
	1/08/2010	\$ 48,785.44	\$	934.95
	1/02/2011	\$ 50,736.86	\$	972.34
	1/08/2011	\$ 52,766.33	\$	1,011.24
5	1/08/2009	\$ 46,727.28	\$	895.50
	1/02/2010	\$ 48,596.37	\$	931.32
	1/08/2010	\$ 50,540.23	\$	968.57
	1/02/2011	\$ 52,561.84	\$	1,007.32
	1/08/2011	\$ 54,664.31	\$	1,047.61
6	1/08/2009	\$ 48,237.20	\$	924.44
	1/02/2010	\$ 50,166.68	\$	961.42
	1/08/2010	\$ 52,173.35	\$	999.87
	1/02/2011	\$ 54,260.29	\$	1,039.87
	1/08/2011	\$ 56,430.70	\$	1,081.46
7				

FINAL VERSION OCTOBER 2010

	1/08/2009	\$	49,747.11	\$	953.38
	1/02/2010	\$	51,736.99	\$	991.51
	1/08/2010	\$	53,806.47	\$	1,031.17
	1/02/2011	\$	55,958.73	\$	1,072.42
	1/08/2011	\$	58,197.08	\$	1,115.31
8					
	1/08/2009	\$	51,369.51	\$	984.47
	1/02/2010	\$	53,424.29	\$	1,023.85
	1/08/2010	\$	55,561.26	\$	1,064.80
	1/02/2011	\$	57,783.71	\$	1,107.39
	1/08/2011	\$	60,095.06	\$	1,151.69
9					
	1/08/2009	\$	52,991.91	\$	1,015.56
	1/02/2010	\$	55,111.59	\$	1,056.18
	1/08/2010	\$	57,316.05	\$	1,098.43
	1/02/2011	\$	59,608.69	\$	1,142.37
	1/08/2011	\$	61,993.04	\$	1,188.06
10					
	1/08/2009	\$	54,614.31	\$	1,046.65
	1/02/2010	\$	56,798.88	\$	1,088.52
	1/08/2010	\$	59,070.84	\$	1,132.06
	1/02/2011	\$	61,433.67	\$	1,177.34
	1/08/2011	\$	63,891.02	\$	1,224.44
11					
	1/08/2009	\$	56,236.71	\$	1,077.74
	1/02/2010	\$	58,486.18	\$	1,120.85
	1/08/2010	\$	60,825.63	\$	1,165.69
	1/02/2011	\$	63,258.65	\$	1,212.32
	1/08/2011	\$	65,789.00	\$	1,260.81
12					
	1/08/2009	\$	57,859.11	\$	1,108.84
	1/02/2010	\$	60,173.47	\$	1,153.19
	1/08/2010	\$	62,580.41	\$	1,199.32
	1/02/2011	\$	65,083.63	\$	1,247.29
	1/08/2011	\$	67,686.98	\$	1,297.18

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 does not include annual leave loading.

1B.4 Casual Rate of Pay

Emergency Teacher Rates

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Per Day			
	1/08/2010	\$	256.29
Per Half Day			
	1/08/2010	\$	128.14

*** The casual rate of pay has been calculated by dividing the weekly Award rate of pay by 5 and adding 25%**

SCHEDULE 2A

SCHOOL ASSISTANT CLASSIFICATION STRUCTURE

2A.1 Classifying School Assistants

2A.1.1 Positions for ancillary staff employed in libraries, laboratories and on audio-visual duties, and as teacher aides will be classified in accordance with the following criteria.

2A.1.2 With the exception of Grade 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as "typical" at each of the grades. A position need not involve all the duties listed as "typical" of the grade nor are the typical duties the only ones which may be required.

2A.1.3 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

2A.2.1 Positions

Positions for which qualifications are not required:

- teacher assistant
- library assistant
- laboratory assistant
- audio visual assistant

2A.2.2 Characteristics

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

2A.2.3 Typical duties

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

2A.2.3a Library assistant:

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

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

2A.2.2b Audio-visual assistant

Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio and video recording.

2A.2.3c Laboratory assistant

Routine tasks including:

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

2A3.2.3d Teacher assistant

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

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

2A.3 Grade 1A

2A.3.1 Characteristics

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

2A.3.2 Positions

- teacher assistant
- library technician-in-training
- laboratory technician-in-training
- audio-visual technician-in-training

2A.4 Grade 2

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

2A.4.1 Positions

- library technician
- laboratory technician
- audio-visual technician

2A.4.2 Characteristics

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

2A.4.3 Typical duties

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

2A.4.3a Library technician

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

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

2A.4.3b Audio-visual technician

Performing responsible tasks associated with the efficient operation of an audio-visual section including such tasks as:

- operating and maintaining a wide range of equipment
- demonstrating and explaining the operation of equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc
- evaluating and making recommendations for purchase

2A.4.3c Laboratory technician

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

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

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 an additional year of post-secondary qualification but could also be gained from on the job relevant experience considered equivalent by the Employer.

2A.5.1 Positions

- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- senior audio-visual technician
- audio-visual co-ordinator

2A.5.2 Characteristics

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

2A.5.3 Typical duties

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

2A.5.3a Senior library technician/librarian

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

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- in-charge of an identifiable functional unit (eg. audio-visual)

- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities)
- regarding the use of and access to external materials

2A.5.3b Senior A/V technician/laboratory manager

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

- production of resource material, e.g., multi media kits, video and film clips
- teaching skills to teachers and individual students
- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

2A.5.3c Senior laboratory technician/laboratory manager

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

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

2A.6 Grade 4

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

SCHEDULE 2B:

SALARIES (SCHOOL ASSISTANTS WITH PAID SCHOOL HOLIDAYS)

2B.1 Annual Salary

A Full time School Assistant in receipt of paid School Holidays will be paid not less than the relevant salary specified for the School Assistant's classification and experience level. The weekly rate of pay is calculated by dividing the annual salary rate of pay by 52.18. The hourly rate is calculated by dividing the weekly rate by 38.

2B.2 Part Time Salary

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.3 Incremental advancement

2B.3.1 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.3.2 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.4 Casual Rate of Pay

2B.4.1 A Casual School Assistant will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 2C for 1st year of adult experience for the appropriate grade}}{38} \times 1.25$$

2B.4.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

SCHEDULE 2B

School Assistants Rates of Pay

School assistants in receipt of paid school holidays

<i>Level</i>		<i>Gross Hourly</i>	<i>Weekly*</i>	<i>Annual</i>
Grade 1				
In 1st year				
	1/08/2009	\$ 15.43	\$ 586.19	\$ 30,588
	1/02/2010	\$ 16.04	\$ 609.64	\$ 31,811
	1/08/2010	\$ 16.68	\$ 634.03	\$ 33,084
	1/02/2011	\$ 17.35	\$ 659.39	\$ 34,407
	1/08/2011	\$ 18.05	\$ 685.77	\$ 35,783
In 2nd year				
	1/08/2009	\$ 15.73	\$ 597.60	\$ 31,183
	1/02/2010	\$ 16.36	\$ 621.50	\$ 32,430
	1/08/2010	\$ 17.01	\$ 646.36	\$ 33,727
	1/02/2011	\$ 17.69	\$ 672.21	\$ 35,076
	1/08/2011	\$ 18.40	\$ 699.10	\$ 36,479
In 3rd year				
	1/08/2009	\$ 16.03	\$ 609.18	\$ 31,787
	1/02/2010	\$ 16.67	\$ 633.55	\$ 33,059
	1/08/2010	\$ 17.34	\$ 658.89	\$ 34,381
	1/02/2011	\$ 18.03	\$ 685.25	\$ 35,756
	1/08/2011	\$ 18.75	\$ 712.66	\$ 37,186
In 4th year				
	1/08/2009	\$ 16.32	\$ 620.04	\$ 32,354
	1/02/2010	\$ 16.97	\$ 644.85	\$ 33,648
	1/08/2010	\$ 17.65	\$ 670.64	\$ 34,994
	1/02/2011	\$ 18.35	\$ 697.47	\$ 36,394
	1/08/2011	\$ 19.09	\$ 725.36	\$ 37,849
In 5th year & after				
	1/08/2009	\$ 16.63	\$ 631.76	\$ 32,965
	1/02/2010	\$ 17.29	\$ 657.03	\$ 34,284
	1/08/2010	\$ 17.98	\$ 683.31	\$ 35,655
	1/02/2011	\$ 18.70	\$ 710.64	\$ 37,081
	1/08/2011	\$ 19.45	\$ 739.06	\$ 38,564
Grade 1A				
In 1st year				
	1/08/2009	\$ 17.01	\$ 646.33	\$ 33,725
	1/02/2010	\$ 17.69	\$ 672.18	\$ 35,074
	1/08/2010	\$ 18.40	\$ 699.07	\$ 36,477
	1/02/2011	\$ 19.13	\$ 727.03	\$ 37,936
	1/08/2011	\$ 19.90	\$ 756.11	\$ 39,454

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In 2nd year & after				
	1/08/2009	\$ 17.28	\$ 656.51	\$ 34,256
	1/02/2010	\$ 17.97	\$ 682.77	\$ 35,627
	1/08/2010	\$ 18.69	\$ 710.08	\$ 37,052
	1/02/2011	\$ 19.43	\$ 738.48	\$ 38,534
	1/08/2011	\$ 20.21	\$ 768.02	\$ 40,075
Grade 2				
In 1st year				
	1/08/2009	\$ 17.28	\$ 656.51	\$ 34,256
	1/02/2010	\$ 17.97	\$ 682.77	\$ 35,627
	1/08/2010	\$ 18.69	\$ 710.08	\$ 37,052
	1/02/2011	\$ 19.43	\$ 738.48	\$ 38,534
	1/08/2011	\$ 20.21	\$ 768.02	\$ 40,075
In 2nd year				
	1/08/2009	\$ 17.58	\$ 667.91	\$ 34,851
	1/02/2010	\$ 18.28	\$ 694.62	\$ 36,245
	1/08/2010	\$ 19.01	\$ 722.41	\$ 37,695
	1/02/2011	\$ 19.77	\$ 751.30	\$ 39,203
	1/08/2011	\$ 20.56	\$ 781.36	\$ 40,771
In 3rd year				
	1/08/2009	\$ 17.88	\$ 679.29	\$ 35,445
	1/02/2010	\$ 18.59	\$ 706.46	\$ 36,863
	1/08/2010	\$ 19.33	\$ 734.72	\$ 38,337
	1/02/2011	\$ 20.11	\$ 764.10	\$ 39,871
	1/08/2011	\$ 20.91	\$ 794.67	\$ 41,466
In 4th year				
	1/08/2009	\$ 18.12	\$ 688.68	\$ 35,935
	1/02/2010	\$ 18.85	\$ 716.22	\$ 37,372
	1/08/2010	\$ 19.60	\$ 744.87	\$ 38,867
	1/02/2011	\$ 20.39	\$ 774.67	\$ 40,422
	1/08/2011	\$ 21.20	\$ 805.65	\$ 42,039
In 5th year				
	1/08/2009	\$ 18.42	\$ 700.06	\$ 36,529
	1/02/2010	\$ 19.16	\$ 728.06	\$ 37,990
	1/08/2010	\$ 19.93	\$ 757.18	\$ 39,510
	1/02/2011	\$ 20.72	\$ 787.47	\$ 41,090
	1/08/2011	\$ 21.55	\$ 818.97	\$ 42,734
In 6th year & after				
	1/08/2009	\$ 18.72	\$ 711.43	\$ 37,123
	1/02/2010	\$ 19.47	\$ 739.89	\$ 38,608
	1/08/2010	\$ 20.25	\$ 769.49	\$ 40,152
	1/02/2011	\$ 21.06	\$ 800.27	\$ 41,758
	1/08/2011	\$ 21.90	\$ 832.28	\$ 43,428

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Grade 3

In 1st year				
1/08/2009	\$	18.72	\$ 711.43	\$ 37,123
1/02/2010	\$	19.47	\$ 739.89	\$ 38,608
1/08/2010	\$	20.25	\$ 769.49	\$ 40,152
1/02/2011	\$	21.06	\$ 800.27	\$ 41,758
1/08/2011	\$	21.90	\$ 832.28	\$ 43,428
In 2nd year				
1/08/2009	\$	19.08	\$ 725.12	\$ 37,837
1/02/2010	\$	19.85	\$ 754.12	\$ 39,350
1/08/2010	\$	20.64	\$ 784.29	\$ 40,924
1/02/2011	\$	21.46	\$ 815.66	\$ 42,561
1/08/2011	\$	22.32	\$ 848.28	\$ 44,263
In 3rd year				
1/08/2009	\$	19.31	\$ 733.95	\$ 38,297
1/02/2010	\$	20.09	\$ 763.30	\$ 39,829
1/08/2010	\$	20.89	\$ 793.84	\$ 41,422
1/02/2011	\$	21.73	\$ 825.59	\$ 43,079
1/08/2011	\$	22.60	\$ 858.61	\$ 44,802
In 4th year				
1/08/2009	\$	19.68	\$ 747.73	\$ 39,017
1/02/2010	\$	20.46	\$ 777.64	\$ 40,577
1/08/2010	\$	21.28	\$ 808.74	\$ 42,200
1/02/2011	\$	22.13	\$ 841.09	\$ 43,888
1/08/2011	\$	23.02	\$ 874.74	\$ 45,644
In 5th year				
1/08/2009	\$	19.90	\$ 756.06	\$ 39,451
1/02/2010	\$	20.69	\$ 786.31	\$ 41,029
1/08/2010	\$	21.52	\$ 817.76	\$ 42,671
1/02/2011	\$	22.38	\$ 850.47	\$ 44,377
1/08/2011	\$	23.28	\$ 884.49	\$ 46,153
In 6th year & after				
1/08/2009	\$	20.26	\$ 769.74	\$ 40,165
1/02/2010	\$	21.07	\$ 800.53	\$ 41,772
1/08/2010	\$	21.91	\$ 832.55	\$ 43,443
1/02/2011	\$	22.79	\$ 865.86	\$ 45,180
1/08/2011	\$	23.70	\$ 900.49	\$ 46,988

Grade 4

In 1st year				
1/08/2009	\$	19.68	\$ 747.73	\$ 39,017
1/02/2010	\$	20.46	\$ 777.64	\$ 40,577
1/08/2010	\$	21.28	\$ 808.74	\$ 42,200
1/02/2011	\$	22.13	\$ 841.09	\$ 43,888
1/08/2011	\$	23.02	\$ 874.74	\$ 45,644
In 2nd				

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year				
	1/08/2009	\$ 19.90	\$ 756.06	\$ 39,451
	1/02/2010	\$ 20.69	\$ 786.31	\$ 41,029
	1/08/2010	\$ 21.52	\$ 817.76	\$ 42,671
	1/02/2011	\$ 22.38	\$ 850.47	\$ 44,377
	1/08/2011	\$ 23.28	\$ 884.49	\$ 46,153
In 3rd year				
	1/08/2009	\$ 20.26	\$ 769.74	\$ 40,165
	1/02/2010	\$ 21.07	\$ 800.53	\$ 41,772
	1/08/2010	\$ 21.91	\$ 832.55	\$ 43,443
	1/02/2011	\$ 22.79	\$ 865.86	\$ 45,180
	1/08/2011	\$ 23.70	\$ 900.49	\$ 46,988
In 4th year				
	1/08/2009	\$ 20.62	\$ 783.53	\$ 40,884
	1/02/2010	\$ 21.44	\$ 814.87	\$ 42,520
	1/08/2010	\$ 22.30	\$ 847.46	\$ 44,221
	1/02/2011	\$ 23.19	\$ 881.36	\$ 45,989
	1/08/2011	\$ 24.12	\$ 916.62	\$ 47,829
In 5th year				
	1/08/2009	\$ 20.98	\$ 797.21	\$ 41,598
	1/02/2010	\$ 21.82	\$ 829.10	\$ 43,262
	1/08/2010	\$ 22.69	\$ 862.26	\$ 44,993
	1/02/2011	\$ 23.60	\$ 896.75	\$ 46,792
	1/08/2011	\$ 24.54	\$ 932.62	\$ 48,664
In 6th year & after				
	1/08/2009	\$ 21.34	\$ 810.89	\$ 42,312
	1/02/2010	\$ 22.19	\$ 843.32	\$ 44,005
	1/08/2010	\$ 23.08	\$ 877.06	\$ 45,765
	1/02/2011	\$ 24.00	\$ 912.14	\$ 47,595
	1/08/2011	\$ 24.96	\$ 948.63	\$ 49,499

*** The weekly rate of pay has been calculated by dividing the annual rate of pay by 52.18.**

SCHEDULE 2C

SALARIES (SCHOOL ASSISTANTS WITH 4 WEEKS' ANNUAL LEAVE)

2C.1 Annual Salary

2C.1.1 A Full time School Assistant in receipt of four weeks' annual leave will be paid not less than the relevant salary specified for the School Assistant's classification and experience level.

School Assistants Rates of Pay
School Assistants in receipt of 4 weeks' annual leave

<i>Level</i>		<i>Gross Hourly</i>	<i>Weekly*</i>	<i>Annual</i>
In 1st year				
	1/08/2009	\$ 16.71	\$ 635.05	\$ 33,137
	1/02/2010	\$ 17.38	\$ 660.45	\$ 34,462
	1/08/2010	\$ 18.08	\$ 686.87	\$ 35,841
	1/02/2011	\$ 18.80	\$ 714.35	\$ 37,275
	1/08/2011	\$ 19.55	\$ 742.92	\$ 38,766
In 2nd year				
	1/08/2009	\$ 17.04	\$ 647.41	\$ 33,782
	1/02/2010	\$ 17.72	\$ 673.30	\$ 35,133
	1/08/2010	\$ 18.43	\$ 700.23	\$ 36,538
	1/02/2011	\$ 19.16	\$ 728.24	\$ 38,000
	1/08/2011	\$ 19.93	\$ 757.37	\$ 39,520
In 3rd year				
	1/08/2009	\$ 17.37	\$ 659.95	\$ 34,436
	1/02/2010	\$ 18.06	\$ 686.34	\$ 35,813
	1/08/2010	\$ 18.78	\$ 713.80	\$ 37,246
	1/02/2011	\$ 19.54	\$ 742.35	\$ 38,736
	1/08/2011	\$ 20.32	\$ 772.04	\$ 40,285
In 4th year				
	1/08/2009	\$ 17.68	\$ 671.72	\$ 35,050
	1/02/2010	\$ 18.38	\$ 698.59	\$ 36,452
	1/08/2010	\$ 19.12	\$ 726.53	\$ 37,910
	1/02/2011	\$ 19.88	\$ 755.59	\$ 39,427
	1/08/2011	\$ 20.68	\$ 785.82	\$ 41,004
In 5th year & after				
	1/08/2009	\$ 18.01	\$ 684.38	\$ 35,711
	1/02/2010	\$ 18.73	\$ 711.76	\$ 37,140
	1/08/2010	\$ 19.48	\$ 740.23	\$ 38,625
	1/02/2011	\$ 20.26	\$ 769.84	\$ 40,170
	1/08/2011	\$ 21.07	\$ 800.63	\$ 41,777

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Grade 1A

In 1st year			
1/08/2009	\$ 18.43	\$ 700.20	\$ 36,536
1/02/2010	\$ 19.16	\$ 728.21	\$ 37,998
1/08/2010	\$ 19.93	\$ 757.34	\$ 39,518
1/02/2011	\$ 20.73	\$ 787.63	\$ 41,099
1/08/2011	\$ 21.56	\$ 819.14	\$ 42,742
In 2nd year & after			
1/08/2009	\$ 18.72	\$ 711.21	\$ 37,111
1/02/2010	\$ 19.46	\$ 739.66	\$ 38,595
1/08/2010	\$ 20.24	\$ 769.24	\$ 40,139
1/02/2011	\$ 21.05	\$ 800.01	\$ 41,745
1/08/2011	\$ 21.90	\$ 832.01	\$ 43,414

Grade 2

In 1st year			
1/08/2009	\$ 18.72	\$ 711.21	\$ 37,111
1/02/2010	\$ 19.46	\$ 739.66	\$ 38,595
1/08/2010	\$ 20.24	\$ 769.24	\$ 40,139
1/02/2011	\$ 21.05	\$ 800.01	\$ 41,745
1/08/2011	\$ 21.90	\$ 832.01	\$ 43,414
In 2nd year			
1/08/2009	\$ 19.04	\$ 723.56	\$ 37,755
1/02/2010	\$ 19.80	\$ 752.50	\$ 39,266
1/08/2010	\$ 20.59	\$ 782.60	\$ 40,836
1/02/2011	\$ 21.42	\$ 813.91	\$ 42,470
1/08/2011	\$ 22.28	\$ 846.46	\$ 44,168
In 3rd year			
1/08/2009	\$ 19.37	\$ 735.89	\$ 38,399
1/02/2010	\$ 20.14	\$ 765.33	\$ 39,935
1/08/2010	\$ 20.95	\$ 795.94	\$ 41,532
1/02/2011	\$ 21.78	\$ 827.78	\$ 43,194
1/08/2011	\$ 22.66	\$ 860.89	\$ 44,921
In 4th year			
1/08/2009	\$ 19.63	\$ 746.07	\$ 38,930
1/02/2010	\$ 20.42	\$ 775.91	\$ 40,487
1/08/2010	\$ 21.24	\$ 806.95	\$ 42,107
1/02/2011	\$ 22.08	\$ 839.23	\$ 43,791
1/08/2011	\$ 22.97	\$ 872.80	\$ 45,543
In 5th year			
1/08/2009	\$ 19.94	\$ 757.78	\$ 39,541
1/02/2010	\$ 20.74	\$ 788.09	\$ 41,123
1/08/2010	\$ 21.57	\$ 819.62	\$ 42,768
1/02/2011	\$ 22.43	\$ 852.40	\$ 44,478
1/08/2011	\$ 23.33	\$ 886.50	\$ 46,258

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In 6th year & after				
	1/08/2009	\$ 20.28	\$ 770.72	\$ 40,216
	1/02/2010	\$ 21.09	\$ 801.55	\$ 41,825
	1/08/2010	\$ 21.94	\$ 833.61	\$ 43,498
	1/02/2011	\$ 22.81	\$ 866.95	\$ 45,238
	1/08/2011	\$ 23.73	\$ 901.63	\$ 47,047
Grade 3				
In 1st year				
	1/08/2009	\$ 20.28	\$ 770.72	\$ 40,216
	1/02/2010	\$ 21.09	\$ 801.55	\$ 41,825
	1/08/2010	\$ 21.94	\$ 833.61	\$ 43,498
	1/02/2011	\$ 22.81	\$ 866.95	\$ 45,238
	1/08/2011	\$ 23.73	\$ 901.63	\$ 47,047
In 2nd year				
	1/08/2009	\$ 20.67	\$ 785.54	\$ 40,989
	1/02/2010	\$ 21.50	\$ 816.96	\$ 42,629
	1/08/2010	\$ 22.36	\$ 849.64	\$ 44,334
	1/02/2011	\$ 23.25	\$ 883.62	\$ 46,107
	1/08/2011	\$ 24.18	\$ 918.97	\$ 47,952
In 3rd year				
	1/08/2009	\$ 20.92	\$ 795.11	\$ 41,489
	1/02/2010	\$ 21.76	\$ 826.92	\$ 43,149
	1/08/2010	\$ 22.63	\$ 860.00	\$ 44,875
	1/02/2011	\$ 23.54	\$ 894.40	\$ 46,670
	1/08/2011	\$ 24.48	\$ 930.17	\$ 48,536
In 4th year				
	1/08/2009	\$ 21.32	\$ 810.04	\$ 42,268
	1/02/2010	\$ 22.17	\$ 842.44	\$ 43,959
	1/08/2010	\$ 23.06	\$ 876.14	\$ 45,717
	1/02/2011	\$ 23.98	\$ 911.18	\$ 47,546
	1/08/2011	\$ 24.94	\$ 947.63	\$ 49,447
In 5th year				
	1/08/2009	\$ 21.55	\$ 819.08	\$ 42,739
	1/02/2010	\$ 22.42	\$ 851.84	\$ 44,449
	1/08/2010	\$ 23.31	\$ 885.91	\$ 46,227
	1/02/2011	\$ 24.25	\$ 921.35	\$ 48,076
	1/08/2011	\$ 25.22	\$ 958.20	\$ 49,999
In 6th year & after				
	1/08/2009	\$ 21.94	\$ 833.90	\$ 43,513
	1/02/2010	\$ 22.82	\$ 867.25	\$ 45,253
	1/08/2010	\$ 23.74	\$ 901.94	\$ 47,063
	1/02/2011	\$ 24.68	\$ 938.02	\$ 48,946
	1/08/2011	\$ 25.67	\$ 975.54	\$ 50,904
Grade 4				

FINAL VERSION OCTOBER 2010

In 1st year	1/08/2009	\$ 21.32	\$ 810.04	\$ 42,268
	1/02/2010	\$ 22.17	\$ 842.44	\$ 43,959
	1/08/2010	\$ 23.06	\$ 876.14	\$ 45,717
	1/02/2011	\$ 23.98	\$ 911.18	\$ 47,546
	1/08/2011	\$ 24.94	\$ 947.63	\$ 49,447
In 2nd year	1/08/2009	\$ 21.55	\$ 819.08	\$ 42,739
	1/02/2010	\$ 22.42	\$ 851.84	\$ 44,449
	1/08/2010	\$ 23.31	\$ 885.91	\$ 46,227
	1/02/2011	\$ 24.25	\$ 921.35	\$ 48,076
	1/08/2011	\$ 25.22	\$ 958.20	\$ 49,999
In 3rd year	1/08/2009	\$ 21.94	\$ 833.90	\$ 43,513
	1/02/2010	\$ 22.82	\$ 867.25	\$ 45,253
	1/08/2010	\$ 23.74	\$ 901.94	\$ 47,063
	1/02/2011	\$ 24.68	\$ 938.02	\$ 48,946
	1/08/2011	\$ 25.67	\$ 975.54	\$ 50,904
In 4th year	1/08/2009	\$ 22.34	\$ 848.82	\$ 44,292
	1/02/2010	\$ 23.23	\$ 882.77	\$ 46,063
	1/08/2010	\$ 24.16	\$ 918.09	\$ 47,906
	1/02/2011	\$ 25.13	\$ 954.81	\$ 49,822
	1/08/2011	\$ 26.13	\$ 993.00	\$ 51,815
In 5th year	1/08/2009	\$ 22.73	\$ 863.64	\$ 45,065
	1/02/2010	\$ 23.64	\$ 898.19	\$ 46,867
	1/08/2010	\$ 24.58	\$ 934.12	\$ 48,742
	1/02/2011	\$ 25.57	\$ 971.48	\$ 50,692
	1/08/2011	\$ 26.59	\$1,010.34	\$ 52,720
In 6th year & after	1/08/2009	\$ 23.12	\$ 878.46	\$ 45,838
	1/02/2010	\$ 24.04	\$ 913.60	\$ 47,672
	1/08/2010	\$ 25.00	\$ 950.15	\$ 49,579
	1/02/2011	\$ 26.00	\$ 988.15	\$ 51,562
	1/08/2011	\$ 27.04	\$1,027.68	\$ 53,624

*** The weekly rate of pay has been calculated by dividing the annual rate of pay by 52.18.**

2C.1.2a 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 Part Time Salary

Refer to Schedule 2B.

2C.4 Incremental advancement

Refer to Schedule 2B.

2C.5 Casual Rate of Pay

Refer to Schedule 2B

SCHEDULE 3A:

EARLY CHILDHOOD ASSISTANT CLASSIFICATION STRUCTURE

3A.1 Classification Levels

3A.1.1 Early Childhood Assistant

3A.1.1a Level 1

To have a comprehensive knowledge of the Children's Services Regulations 1998 and the Children's Services Act 1996 and adhere to its requirements at all times.

To have a good understanding of the policies and procedures of the employer and assist in their implementation.
To have the ability to take direction.

Under direct supervision:

- Assist in the implementation of the daily routine
- Have a good understanding of and participate when required in emergency procedures.
- Assist with the preparation, general cleanliness (non-industrial) and cleaning up and packing away of activities.
- Attend to the physical, social and emotional needs of children on an individual and group basis.
- Achieve a warm and friendly relationship with children that is supportive and responsive to their needs.
- Assist in developing good relations with families attending the service.
- Work positively and appropriately with all staff and parents, individual committee members and the employer in the provision of services.

3A.1.1b Level 2

Under general supervision, to undertake all tasks of preceding level as required plus:

3A.1.1b(i) Complete routine tasks and activities without constant direction.

3A.1.1b(ii) To have an understanding of and contribute to the development and implementation of the program planned for the children.

3A.1.1b(iii) To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

3A.1.1c Level 3

Under limited supervision, to undertake all tasks of preceding levels as required plus:

- 3A.1.1c(i) Undertake general observation of children, and report findings to the early childhood teacher as appropriate.
- 3A.1.1c(ii) Assist in working with individuals and small groups of children, both spontaneous and organized.
- 3A.1.1c(iii) Encourage parents to participate in the program and the service's activities.
- 3A.1.1c(iv) To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

3A.1.1d Level 4

Under limited supervision, to undertake all tasks of preceding levels as required plus:

- 3A.1.1d(i) Foster play and cognitive development in children.
- 3A.1.1d(ii) Work with individual children and with both small and large groups of children.
- 4A.1.1d(iii) Assist in taking observations of children.
- 4A.1.1d(iv) To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

3A.1.1e Level 5

Under occasional supervision, to undertake all tasks of preceding levels as required plus:

- 3A.1.1e(i) Undertake written observations of children as required.
- 3A.1.1e(ii) Liaise, under direction with parents around issues concerning their individual children and general early childhood matters as required.
- 3A.1.1e(iii) To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

3A.1.1f Level 6

Under occasional supervision, to undertake all tasks of preceding levels as required plus:

- 3A.1.1f(i) Undertake detailed written observations of children as required.
- 3A.1.1f(ii) Use observations and records to actively assist in the development and implementation of aspects of the program as required.
- 3A.1.1f(iii) To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

SCHEDULE 3B

SALARIES – EARLY CHILDHOOD ASSISTANTS

3B.1 Annual Salary

3B.1.1 A Full Time Early Childhood Assistant is entitled to be paid not less than the annual salary relevant to the Early Childhood Assistant's classification.

3B.2 Weekly Salary

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

3B.3 Part Time Salary

A regular Part Time Early Childhood Assistant shall work a constant number of hours of less than 38 per week. A part time Early Childhood Assistant is paid per hour worked, an amount not less than 1/38th of the weekly rate of appropriate to the Early Childhood Assistant's classification.

3B.4 Casual Rate of Pay

A Casual Early Childhood Assistant Employee is an Employee engaged and paid as such but shall not include employees who are required to work a constant number of hours each week. A Casual Early Childhood Assistant shall be paid per hour worked, an amount not less than 1/38th of the weekly rate of pay appropriate to the class of work performed plus 25 per cent.

3B.5 Annualisation of Hours and Salary

An Early Childhood Assistant Employee is not required to work during the end of year school holidays and will not receive salary for the period, and can have their salary annualised and paid over 52 weeks if requested by the Employee.

3B.6 Salary Progression

3B.6.1 Progression from one level to the next within a classification is subject to an Early Childhood Assistant meeting the following criteria:

- competency at the existing level;
- twelve months experience at that level and in-service training as required;
- demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.

3B.6.2a Where an Early Childhood Assistant is deemed not to have met the requisite competency at their existing level at the time of appraisal, his/her incremental progression may be deferred for periods of three months at a time provided that:

- the Employee is notified in writing as to the reasons for the deferral;
- the

- Employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher competency level;
- following any deferral, the Employee is provided with the necessary training in order to advance to the next level.

3B.6.2b Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the Early Childhood Assistant to have met the requirements under Clause 3B.6.1 above, any increase in wage rates will be back paid to the twelve month anniversary date of the previous incremental progression.

3B.6.3 Incremental progression to the next pay point level may be accelerated if:

- an Early Childhood Assistant has achieved competency at his/her existing level,
- has demonstrated an ability to acquire the skills necessary to progress to the next pay point level prior to the completion of twelve months at his/her existing level.

3B.6.4 Either the Employer or the Early Childhood Assistant may seek to implement accelerated advancement. It is the Employer's responsibility to determine whether the accelerated advancement is appropriate.

SCHEDULE 3B

SALARIES (EARLY CHILDHOOD ASSISTANTS)

Early Childhood Assistants & Playgroup Coordinators Rates of Pay

<i>Level</i>	<i>Weekly</i>	<i>Gross Hourly</i>	<i>Annualised</i>	<i>Annual</i> (46 wks/year)	<i>Casual on Gross Hourly</i>
Assistant Level					
1					
1/08/2009	\$ 646.52	\$ 17.01	\$ 15.05	\$ 29,739.72	\$ 21.27
1/02/2010	\$ 672.38	\$ 17.69	\$ 15.65	\$ 30,929.31	\$ 22.12
1/08/2010	\$ 699.27	\$ 18.40	\$ 16.28	\$ 32,166.48	\$ 23.00
1/02/2011	\$ 727.24	\$ 19.14	\$ 16.93	\$ 33,453.14	\$ 23.92
1/08/2011	\$ 756.33	\$ 19.90	\$ 17.61	\$ 34,791.26	\$ 24.88
2					
1/08/2009	\$ 652.27	\$ 17.16	\$ 15.18	\$ 30,004.41	\$ 21.46
1/02/2010	\$ 678.36	\$ 17.85	\$ 15.79	\$ 31,204.58	\$ 22.31
1/08/2010	\$ 705.49	\$ 18.57	\$ 16.42	\$ 32,452.77	\$ 23.21
1/02/2011	\$ 733.71	\$ 19.31	\$ 17.08	\$ 33,750.88	\$ 24.14
1/08/2011	\$ 763.06	\$ 20.08	\$ 17.76	\$ 35,100.91	\$ 25.10
3					
1/08/2009	\$ 657.61	\$ 17.31	\$ 15.31	\$ 30,250.19	\$ 21.63
1/02/2010	\$ 683.92	\$ 18.00	\$ 15.92	\$ 31,460.20	\$ 22.50
1/08/2010	\$ 711.27	\$ 18.72	\$ 16.56	\$ 32,718.60	\$ 23.40
1/02/2011	\$ 739.72	\$ 19.47	\$ 17.22	\$ 34,027.35	\$ 24.33
1/08/2011	\$ 769.31	\$ 20.25	\$ 17.91	\$ 35,388.44	\$ 25.31
4					
1/08/2009	\$ 662.54	\$ 17.44	\$ 15.42	\$ 30,477.07	\$ 21.79
1/02/2010	\$ 689.05	\$ 18.13	\$ 16.04	\$ 31,696.15	\$ 22.67
1/08/2010	\$ 716.61	\$ 18.86	\$ 16.68	\$ 32,963.99	\$ 23.57
1/02/2011	\$ 745.27	\$ 19.61	\$ 17.35	\$ 34,282.55	\$ 24.52
1/08/2011	\$ 775.08	\$ 20.40	\$ 18.04	\$ 35,653.86	\$ 25.50

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1/08/2009	\$ 667.48	\$ 17.57	\$ 15.54	\$ 30,703.94	\$ 21.96
1/02/2010	\$ 694.18	\$ 18.27	\$ 16.16	\$ 31,932.10	\$ 22.83
1/08/2010	\$ 721.94	\$ 19.00	\$ 16.81	\$ 33,209.38	\$ 23.75
1/02/2011	\$ 750.82	\$ 19.76	\$ 17.48	\$ 34,537.76	\$ 24.70
1/08/2011	\$ 780.85	\$ 20.55	\$ 18.18	\$ 35,919.27	\$ 25.69

6

1/08/2009	\$ 672.82	\$ 17.71	\$ 15.66	\$ 30,949.72	\$ 22.13
1/02/2010	\$ 699.73	\$ 18.41	\$ 16.29	\$ 32,187.71	\$ 23.02
1/08/2010	\$ 727.72	\$ 19.15	\$ 16.94	\$ 33,475.22	\$ 23.94
1/02/2011	\$ 756.83	\$ 19.92	\$ 17.62	\$ 34,814.23	\$ 24.90
1/08/2011	\$ 787.10	\$ 20.71	\$ 18.32	\$ 36,206.80	\$ 25.89

1

1/08/2009	\$ 684.74	\$ 18.02	\$ 15.94	\$ 31,498.01	\$ 22.52
1/02/2010	\$ 712.13	\$ 18.74	\$ 16.58	\$ 32,757.93	\$ 23.43
1/08/2010	\$ 740.61	\$ 19.49	\$ 17.24	\$ 34,068.25	\$ 24.36
1/02/2011	\$ 770.24	\$ 20.27	\$ 17.93	\$ 35,430.98	\$ 25.34
1/08/2011	\$ 801.05	\$ 21.08	\$ 18.65	\$ 36,848.22	\$ 26.35

2

1/08/2009	\$ 697.07	\$ 18.34	\$ 16.23	\$ 32,065.20	\$ 22.93
1/02/2010	\$ 724.95	\$ 19.08	\$ 16.88	\$ 33,347.81	\$ 23.85
1/08/2010	\$ 753.95	\$ 19.84	\$ 17.55	\$ 34,681.72	\$ 24.80
1/02/2011	\$ 784.11	\$ 20.63	\$ 18.25	\$ 36,068.99	\$ 25.79
1/08/2011	\$ 815.47	\$ 21.46	\$ 18.98	\$ 37,511.75	\$ 26.82

3

1/08/2009	\$ 707.34	\$ 18.61	\$ 16.47	\$ 32,537.86	\$ 23.27
1/02/2010	\$ 735.64	\$ 19.36	\$ 17.13	\$ 33,839.37	\$ 24.20
1/08/2010	\$ 765.06	\$ 20.13	\$ 17.81	\$ 35,192.95	\$ 25.17
1/02/2011	\$ 795.67	\$ 20.94	\$ 18.52	\$ 36,600.67	\$ 26.17
1/08/2011	\$ 827.49	\$ 21.78	\$ 19.26	\$ 38,064.69	\$ 27.22

Relief Assistant Rate

1/08/2009	\$			Casual rate for Level 1 @ 125%	
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		21.26	
	1/02/2010	\$ 22.11	
	1/08/2010	\$ 23.00	
	1/02/2011	\$ 23.92	
	1/08/2011	\$ 24.88	
Relief Coordinator Rate			Casual rate for Level 1 @ 125%
	1/08/2009	\$ 22.53	
	1/02/2010	\$ 23.43	
	1/08/2010	\$ 24.37	
	1/02/2011	\$ 25.34	
	1/08/2011	\$ 26.36	

SCHEDULE 4A:

CLASSIFICATION STRUCTURE (CLERICAL AND ADMINISTRATIVE EMPLOYEES)

4A.1 Classifying Positions

4A.1.1 The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the functions of the position required to be exercised by the Clerical Employee, as determined by the Employer.

4A.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.

4A.2 Level 1

4A.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 the Clerical Employee's work.

4A.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.

4A.2.3 Supervision

4A.2.3a 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.

4A.2.3b 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.

4A.2.3c The Clerical Employee is not required to supervise other employees.

4A.2.4 Work Requirements

4A.2.4a 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 enrolment 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.

4A.3 Level 2

4A.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.

4A.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.

4A.3.3 Supervision

4A.3.3a 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.

4A.3.3b 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 Employees (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 employees under the Clerical Employee's supervision.

4A.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 employees, in accordance with policies and procedures.

4A.4 Level 3

4A.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.

4A.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.

4A.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 Employees (or equivalent).

4A.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 College of Teachers;
- in consultation with the College of Teachers, 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.

4A.5 Level 4

4A.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 employees 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.

4A.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

4A.5.3a 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.

4A.5.3b The Clerical Employee would normally be responsible to the College of Teachers or the Employer and would be required to supervise Level 1 to 3 employees (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.

4A.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 College of Teachers, 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 employees with budget responsibilities on expenditure against budget;
- managing School payroll, together with maintaining employee records;
- researching, preparing and presenting reports and data.

4A.6 Level 5

4A.6.1 General work description

4A.6.1a 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.

4A.6.1b 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.

4A.6.1c 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 College of Teachers and/or the Employer;
- 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.

4A.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.

4A.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 College of Teachers.

4A.6.4 Work requirements

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

- in consultation with the College of Teachers, determining and managing the work priorities of administrative support employees;
- providing a range of administrative support services, as determined by the College of Teachers;
- 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.

4A.7 Level 6

4A.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.

4A.7.1a The Clerical Employee is responsible for:

- managing and supervising administrative support staff within the School;
- providing key support and timely advice to the College of Teachers and the Employer;
- effective liaison on behalf of the College of Teachers and the Employer including with the School community, government departments/ agencies and service providers;
- Providing the College of Teachers 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 employees.

4A.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.

4A.7.3 Supervision

The Clerical Employee is provided with some direction on targets and goals by the College of Teachers. 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 College of Teachers or its delegate may intervene in relation to the determination of priorities, deadlines and operating strategies.

4A.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 College of Teachers;
- Developing and preparing submissions on behalf of the College of Teachers or the Employer;
- 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 College of Teachers, its delegate or the Employer.

SCHEDULE 4B:

SALARIES (CLERICAL AND ADMINISTRATIVE EMPLOYEES)

4B.1 Annual Salary

4B.1.1 A Full Time Clerical Employee is entitled to be paid not less than the annual salary relevant to the Clerical Employee's classification.

4B.2 Weekly Salary

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

4B.3 Part Time Salary

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

4B.4 Casual Rate of Pay

A Casual Clerical Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the class of work performed plus 25%.

Clerical / Administration Employee Rates of Pay

Clerical /
Administration
Employee
Rates of
PayLevel

		<i>Weekly (Full Year)</i>	<i>Annualised Weekly (44 wks/yr)</i>	<i>Hourly Rate of Pay (Full Year)</i>	<i>Annualised Hourly Rate of Pay (44 wks/yr)</i>	<i>Gross Casual Hourly Rate of Pay*</i>	<i>Annual (Full Year)</i>	<i>Annual (44 wks/year)</i>
1 - Year 1	1/10/2008	\$ 602.25	\$ 507.84	\$ 15.85	\$ 13.36	\$ 19.81	\$ 31,425.41	\$ 22,344.88
	1/02/2009	\$ 626.34	\$ 528.15	\$ 16.48	\$ 13.90	\$ 20.60	\$ 32,682.42	\$ 23,238.68
	1/08/2009	\$ 651.39	\$ 549.28	\$ 17.14	\$ 14.45	\$ 21.43	\$ 33,989.72	\$ 24,168.23
	1/02/2010	\$ 677.45	\$ 571.25	\$ 17.83	\$ 15.03	\$ 22.28	\$ 35,349.31	\$ 25,134.95
	1/08/2010	\$ 704.55	\$ 594.10	\$ 18.54	\$ 15.63	\$ 23.18	\$ 36,763.28	\$ 26,140.35
	1/02/2011	\$ 732.73	\$ 617.86	\$ 19.28	\$ 16.26	\$ 24.10	\$ 38,233.81	\$ 27,185.97
	1/08/2011	\$ 762.04	\$ 642.58	\$ 20.05	\$ 16.91	\$ 25.07	\$ 39,763.16	\$ 28,273.41
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2 - Year 2 & thereafter	1/10/2008	\$ 662.29	\$ 558.47	\$ 17.43	\$ 14.70	\$ 21.79	\$ 34,558.29	\$ 24,572.51
	1/02/2009	\$ 688.78	\$ 580.80	\$ 18.13	\$ 15.28	\$ 22.66	\$ 35,940.62	\$ 25,555.41
	1/08/2009	\$ 716.33	\$ 604.04	\$ 18.85	\$ 15.90	\$ 23.56	\$ 37,378.25	\$ 26,577.62
	1/02/2010	\$ 744.99	\$ 628.20	\$ 19.60	\$ 16.53	\$ 24.51	\$ 38,873.38	\$ 27,640.73
	1/08/2010	\$ 774.79	\$ 653.33	\$ 20.39	\$ 17.19	\$ 25.49	\$ 40,428.31	\$ 28,746.36
	1/02/2011	\$ 805.78	\$ 679.46	\$ 21.20	\$ 17.88	\$ 26.51	\$ 42,045.45	\$ 29,896.21
	1/08/2011	\$ 838.01	\$ 706.64	\$ 22.05	\$ 18.60	\$ 27.57	\$ 43,727.26	\$ 31,092.06
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	1/10/2008	\$ 722.28	\$ 609.05	\$ 19.01	\$ 16.03	\$ 23.76	\$ 37,688.57	\$ 26,798.28
	1/02/2009	\$ 751.17	\$ 633.41	\$ 19.77	\$ 16.67	\$ 24.71	\$ 39,196.11	\$ 27,870.21
	1/08/2009	\$ 781.22	\$ 658.75	\$ 20.56	\$ 17.34	\$ 25.70	\$ 40,763.96	\$ 28,985.02

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	1/02/2010	\$ 812.47	\$ 685.10	\$ 21.38	\$ 18.03	\$ 26.73	\$ 42,394.52	\$ 30,144.42
	1/08/2010	\$ 844.97	\$ 712.50	\$ 22.24	\$ 18.75	\$ 27.79	\$ 44,090.30	\$ 31,350.19
	1/02/2011	\$ 878.76	\$ 741.00	\$ 23.13	\$ 19.50	\$ 28.91	\$ 45,853.91	\$ 32,604.20
	1/08/2011	\$ 913.91	\$ 770.64	\$ 24.05	\$ 20.28	\$ 30.06	\$ 47,688.06	\$ 33,908.37
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	1/10/2008	\$ 762.02	\$ 642.56	\$ 20.05	\$ 16.91	\$ 25.07	\$ 39,762.20	\$ 28,272.72
	1/02/2009	\$ 792.50	\$ 668.26	\$ 20.86	\$ 17.59	\$ 26.07	\$ 41,352.69	\$ 29,403.63
	1/08/2009	\$ 824.20	\$ 694.99	\$ 21.69	\$ 18.29	\$ 27.11	\$ 43,006.80	\$ 30,579.78
	1/02/2010	\$ 857.17	\$ 722.79	\$ 22.56	\$ 19.02	\$ 28.20	\$ 44,727.07	\$ 31,802.97
	1/08/2010	\$ 891.46	\$ 751.71	\$ 23.46	\$ 19.78	\$ 29.32	\$ 46,516.15	\$ 33,075.09
	1/02/2011	\$ 927.11	\$ 781.77	\$ 24.40	\$ 20.57	\$ 30.50	\$ 48,376.80	\$ 34,398.09
	1/08/2011	\$ 964.20	\$ 813.05	\$ 25.37	\$ 21.40	\$ 31.72	\$ 50,311.87	\$ 35,774.01
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	1/10/2008	\$ 840.02	\$ 708.33	\$ 22.11	\$ 18.64	\$ 27.63	\$ 43,832.24	\$ 31,166.71
	1/02/2009	\$ 873.62	\$ 736.67	\$ 22.99	\$ 19.39	\$ 28.74	\$ 45,585.53	\$ 32,413.37
	1/08/2009	\$ 908.57	\$ 766.13	\$ 23.91	\$ 20.16	\$ 29.89	\$ 47,408.95	\$ 33,709.91
	1/02/2010	\$ 944.91	\$ 796.78	\$ 24.87	\$ 20.97	\$ 31.08	\$ 49,305.31	\$ 35,058.31
	1/08/2010	\$ 982.70	\$ 828.65	\$ 25.86	\$ 21.81	\$ 32.33	\$ 51,277.53	\$ 36,460.64
	1/02/2011	\$ 1,022.01	\$ 861.80	\$ 26.90	\$ 22.68	\$ 33.62	\$ 53,328.63	\$ 37,919.06
	1/08/2011	\$ 1,062.89	\$ 896.27	\$ 27.97	\$ 23.59	\$ 34.96	\$ 55,461.77	\$ 39,435.83
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	1/10/2008	\$ 950.02	\$ 801.09	\$ 25.00	\$ 21.08	\$ 31.25	\$ 49,572.04	\$ 35,247.96
	1/02/2009	\$ 988.02	\$ 833.13	\$ 26.00	\$ 21.92	\$ 32.50	\$ 51,554.93	\$ 36,657.88
	1/08/2009	\$ 1,027.54	\$ 866.46	\$ 27.04	\$ 22.80	\$ 33.80	\$ 53,617.12	\$ 38,124.20
	1/02/2010	\$ 1,068.64	\$ 901.12	\$ 28.12	\$ 23.71	\$ 35.15	\$ 55,761.81	\$ 39,649.16
	1/08/2010	\$ 1,111.39	\$ 937.16	\$ 29.25	\$ 24.66	\$ 36.56	\$ 57,992.28	\$ 41,235.13
	1/02/2011	\$ 1,155.84	\$ 974.65	\$ 30.42	\$ 25.65	\$ 38.02	\$ 60,311.97	\$ 42,884.54

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	1/08/2011	\$ 1,202.08	\$ 1,013.63	\$ 31.63	\$ 26.67	\$ 39.54	\$ 62,724.45	\$ 44,599.92
			\$ -		\$ -		\$ -	
6	1/10/2008	\$ 1,030.02	\$ 868.55	\$ 27.11	\$ 22.86	\$ 33.88	\$ 53,746.44	\$ 38,216.15
	1/02/2009	\$ 1,071.22	\$ 903.29	\$ 28.19	\$ 23.77	\$ 35.24	\$ 55,896.30	\$ 39,744.80
	1/08/2009	\$ 1,114.07	\$ 939.42	\$ 29.32	\$ 24.72	\$ 36.65	\$ 58,132.15	\$ 41,334.59
	1/02/2010	\$ 1,158.63	\$ 977.00	\$ 30.49	\$ 25.71	\$ 38.11	\$ 60,457.44	\$ 42,987.97
	1/08/2010	\$ 1,204.98	\$ 1,016.08	\$ 31.71	\$ 26.74	\$ 39.64	\$ 62,875.74	\$ 44,707.49
	1/02/2011	\$ 1,253.18	\$ 1,056.72	\$ 32.98	\$ 27.81	\$ 41.22	\$ 65,390.77	\$ 46,495.79
	1/08/2011	\$ 1,303.30	\$ 1,098.99	\$ 34.30	\$ 28.92	\$ 42.87	\$ 68,006.40	\$ 48,355.62

* Includes 25% Casual Loading