



ORDER

Workplace Relations Act 1996

cl.2A(1)(b) Sch. 7 - Application for an order to vary pre-reform certified agreement

Geelong Grammar School

(AG2008/116)

THE GEELONG GRAMMAR SCHOOL (TEACHING STAFF)

ENTERPRISE AGREEMENT 2006

(ODN AG2006/3206) [AG847965]

Educational services

COMMISSIONER EAMES

MELBOURNE, 8 DECEMBER 2008

Application for an order to vary and extend a pre-reform certified agreement.

- A. Further to the decision given in transcript on 19th November, 2008 and in accordance with clause 2A(1) of Schedule 7 of the *Workplace Relations Act 1996*, the above agreement is varied as follows:
1. By deleting “final draft 6th February, 2006” and inserting “6th October, 2008”
 2. By deleting clause 2.2 and inserting “nominal expiry date is 3 years from the date of certification by the Australian Industrial Relations Commission (AIRC)”
 3. By deleting the word “Glamorgan” and inserting the word “Toorak” in clauses 3.1 (a) iii and 4.1 (b).
 4. By inserting Section 24 “Community service leave” in clause 5.1 Part 4 (24).
 5. By correcting an error in the numbering of Parts 1 to 5 in Clause 5.1
 6. By inserting clause 11.5:

11.5 GGS may agree with a Teacher to vary the face to face teaching hours provided for in clause 11.2 or aspects of the school programme provided for in clause 11.4. The Teacher would be eligible for the payment of a Responsibility Allowance as provided for in clauses 15.1 to 15.5 if the variation exceeded the overall combined ordinary expectations of a Teacher.

7. By renumbering Clause 11.5 as 11.6 and changing reference to Clauses 11.7 and 11.8 to Clauses 11.8 to 11.10.
8. By inserting a new clause 11.6 as follows:

Salary Scale

11.6 Subject to 11.7 and 11.8, a Full Time Teacher will be paid not less than the following annual rate of pay.

Teaching level	Salary at 1 July 2008	Salary at 1 Jan 2009	Salary at 1 Jan 2010	Salary at 1 Jan 2011
Level 1	\$54,559	\$58,444	\$60,490	\$62,607
Level 2	\$57,269	\$61,346	\$63,493	\$65,716
Level 3	\$60,000	\$64,272	\$66,521	\$68,849
Level 4	\$62,729	\$67,195	\$69,547	\$71,981
Level 5	\$65,444	\$70,104	\$72,557	\$75,097
Level 6	\$68,177	\$73,031	\$75,588	\$78,233
Level 7	\$70,922	\$75,971	\$78,630	\$81,382
Level 8	\$73,757	\$79,008	\$81,774	\$84,636
Level 9	\$75,307	\$80,669	\$83,492	\$86,414
Senior Teacher	Not applicable	\$84,000	\$86,940	\$89,983

9. By renumbering clause 11.6 as 11.7
10. By renumbering clause 11.7 as 11.8
11. By inserting the following clause 11.9:
A Teacher may only progress from Level 9 to the Senior Teacher Level upon meeting the performance standards and expectations as defined by the School.
12. By renumbering clause 11.8 as 11.10.
13. By deleting clause 13.3 of the agreement and inserting the following:

Rate of pay

13.3 GGS must pay a Casual Teacher not less than:

Date	Amount a casual teacher is paid per half day	Amount a casual teacher is paid per day
As at 1 July 2008	\$121.66	\$243.32
As at 1 January 2009	\$126.53	\$253.05

As at 1 April 2010	\$130.96	\$261.91
As at 1 April 2011	\$135.54	\$271.08

14. By deleting Clause 20.6 and 20.7 of the agreement and inserting the following:

Carers and Compassionate Leave

20.6 A Teacher is entitled to up to 5 days paid compassionate leave on the death of a member of the Teacher's immediate family or household.

20.7 A Teacher may use up to 15 days accrued personal leave on full pay per year:

- (a) for the purposes of caring for a member of the Teacher's immediate family or household who is sick and requires the Teacher's care and support (carer's leave); or
- (b) as additional compassionate leave on the death of a member of the Teacher's immediate family or household (compassionate leave).

15 By changing the term "bereavement" to "compassionate" in clause 20.8

16 By deleting the following words from clause 21.13; "as prescribed in s11 of the Long Service Leave (Amendment) Act 2005 as at the commencement of this agreement" and inserting the following; "calculated on the average time fraction during the period of employment in respect of which the long service leave has accrued."

17. By inserting the following clause 24.1 into the agreement:

24.1 A Teacher (other than a Specified Term Teacher or a Casual Teacher) who is required to provide a recognised voluntary community service will be granted up to 5 days leave for the period during which that service is required. The community service must be a voluntary service that is recognised by the School (which includes but is not limited to State Emergency Services and the CFA).

Conditions

24.2 A Teacher must:

- (a) notify GGS as soon as possible of the date upon which the Teacher is required to attend for community service ;
- (b) provide GGS with:
 - (i) written proof of the requirement to provide a voluntary community service;
 - (ii) an estimate of the duration of the absence from duty and inform GGS immediately of any change to the known period of absence; and
 - (iii) written proof of any payments made by the relevant community service organisation for which community service leave has been granted.

18. By renumbering clause 24 as 25.

19. By inserting the following clause 25.15 into the agreement:
- 25.15 In order to be entitled to a second or subsequent period of paid Maternity Leave the female Teacher must return to work at the School after the period of preceding parental leave for a period of at least 12 months.
20. By renumbering clause 25.15 as clause 25.16
21. By renumbering clause 25.16 as clause 25.17.
22. By deleting the following number in clause 25.17 to the agreement; "12" and in lieu thereof inserting the following: "14".
23. By renumbering clause 25.17 as 25.18 and all following clauses.
24. By deleting the following number from clause 25.19 (a) to the agreement; "3" and in lieu thereof inserting the following number into clause 25.20(a); "5".
25. By deleting the following number from clause 25.23 (a) to the agreement; "3" and in lieu thereof inserting the following number into clause 25.24 (a); "5".
26. By changing the Employee Representative signatory of the Agreement from John Seymour to Peter Craig and inserting the Witness signatory of Mark Broom (Financial Controller) Geelong Grammar School, Member of the Australian Society of Certified Practising Accountants.
27. The nominal expiry date of the agreement is extended to 3 years from the date of certification by the Australian Industrial Relations Commission (AIRC)".
28. The Agreement, as amended and extended, is attached to this order at Attachment A.
- B. This order shall come into force from 3 December 2008.

BY THE COMMISSION:



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Date: 16th October, 2008

The Geelong Grammar School (Teaching Staff) Enterprise Agreement 2006

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

- 1.1 This Agreement is entitled *The Geelong Grammar School (Teaching Staff) Enterprise Agreement 2006*.

2. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 2.1 This variation to the Agreement operates on and from the date upon which it is certified.
- 2.2 Its nominal expiry date is 3 years from the date of certification by the Australian Industrial Relations Commission (AIRC).

3. APPLICATION

- 3.1 This Agreement:

- (a) applies to the employment by GGS of persons employed as Teachers at the following campuses:

- (i) Corio campus at 50 Biddlecombe Avenue, Corio, Victoria 3214
 - (ii) Timbertop at, Mansfield, Victoria 3722
 - (iii) Toorak campus at 14 Douglas Street, Toorak, Victoria 3142
 - (iv) Bostock House at 139 Noble Street, Newtown, Victoria 3220; and
- (b) operates to the complete exclusion of all awards which would otherwise apply to any of the employees to whom this Agreement applies.

4. PARTIES BOUND

4.1 This Agreement is made pursuant to s.170LK of the *Workplace Relations Act 1996* between:

- (a) GGS; and
- (b) all employees of GGS employed as Teachers at its Corio, Timbertop, Toorak and Bostock House campuses.

5. ARRANGEMENT

5.1 This Agreement is arranged as follows:

Part 1 – Application and operation of Agreement

1. Title	5
2. Commencement date and period of operation	5
3. Application	5
4. Parties bound	6
5. Arrangement	ii
6. Definitions	iii
7. Grievance procedure	8i

Part 2 – Termination and Redundancy

8. Termination	iv
9. Redundancy	iv

Part 3 – Classification, remuneration and related matters

10. Modes of employment	vi
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11. Full Time Teachers	vi
12. Part Time Teachers	vii
13. Casual Teachers	viii
14. Specified Term Teachers	ix
15. Responsibility allowances	ix
16. Payment of Monies	ix
17. Remuneration packaging	x
<i>Part 4 – Leave of absence and public holidays</i>	
18. School holidays	x
19. Public holidays	xi
20. Personal leave	xi
21. Long service leave	xiii
22. Leave without pay	xv
23. Jury service	xv
24. Community service leave	xvi
25. Parental leave	xvi
<i>Part 5 – Other employment matters</i>	
26. Make-up pay	xx
27. Accommodation	xxi

6. DEFINITIONS

6.1 For the purpose of this Agreement:

Casual Teacher means a Teacher who is employed by GGS pursuant to Clause 13 of this Agreement.

GGS means Geelong Grammar School [ACN: 004 971 500].

Experience means experience of teaching commencing on the first day of performing teaching duties after achieving the qualifications necessary for registration as a Teacher.

Full Time Teacher means a Teacher who is employed for a full week each week of the school year.

Part Time Teacher means a Teacher employed by GGS pursuant to Clause 12 of this Agreement to work less than a full week each week.

Teacher means a teacher who is registered or granted permission to teach by the Victorian Institute of Teaching pursuant to the *Victorian Institute of Teaching Act 2001* (Vic), and includes a qualified Teacher Librarian and a qualified Early Learning Centre Teacher but does not include a teacher employed as a Principal, Vice Principal or Campus Head.

Specified Term Teacher means a Teacher employed by GGS pursuant to Clause 14 of this Agreement on a fixed term basis.

School Year means the twelve months from the commencement of the first day of January in a year until the last day of December in that same year.

7. GRIEVANCE PROCEDURE

- 7.1 Any grievance or dispute arising between a Teacher and GGS regarding any matter the subject of this Agreement shall be dealt with in accordance with the following procedure:

Step 1

Every attempt will be made to resolve a grievance by discussions between GGS and the Teacher(s) directly involved at the school. This does not preclude the right of either party to seek advice from outside the school, nor does it necessitate such an approach.

Step 2

Where a grievance is not resolved by Step 1, GGS or the Teacher(s) may seek the assistance of a union, employer association or other representatives in order that a further attempt may be made to resolve the matter.

Step 3

Where the employer and the Teacher(s) are still unable to resolve the matter, either party may refer the matter for mediation by a mediator agreed between the parties or in default of agreement appointed by the Chairman of the GGS School Council, with the costs of the mediator to be borne equally by GGS and the Teacher(s). Either party may have the assistance of a representative at the mediation.

PART 2 – TERMINATION AND REDUNDANCY

8. TERMINATION OF EMPLOYMENT

Notice of termination by GGS

- 8.1 Where the Teacher has had five (5) or more years' continuous service GGS may terminate the Teacher's employment by giving a full term's notice in writing or payment in lieu of all or part of the notice period.
- 8.2 Where the Teacher has had less than five (5) years' continuous service GGS may terminate the Teacher's employment by giving seven weeks' notice in writing, wholly within the one school term or full payment in lieu of all or part of the notice period.
- 8.3 The period of notice in this Clause will not apply:

- (a) to Casual Teachers;
- (b) to Specified Term Teachers; or
- (c) where GGS has grounds at common law to terminate a Teacher summarily.

Notice of termination by the Teacher

- 8.4 A Teacher must give a minimum of seven (7) weeks' notice of termination to GGS in writing with such notice to be given wholly within the one school term.
- 8.5 GGS may withhold monies and benefits due to a Teacher who fails to give the full amount of notice required up to a maximum amount equal to the ordinary rate of pay for the period of notice not given.

9. REDUNDANCY

Definition

- 9.1 Redundancy occurs when GGS decides that it no longer wishes the job the Teacher has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

Transfer to lower paid duties

- 9.2 GGS may transfer a Teacher whose position is redundant to lower paid duties provided the Teacher is given the same period of notice of the transfer as the Teacher would have been entitled to under Clause 8 if the employment had been terminated.
- 9.3 GGS may make payment in lieu of such notice of an amount equal to the difference between the former ordinary rate of pay and the new ordinary rate for the number of weeks of notice.

Severance pay

- 9.4 In addition to the period of notice prescribed for ordinary termination in Clause 8, a Teacher whose employment is terminated by reason of redundancy must be paid the following amount of severance pay in respect to a period of continuous service:
- (a) For Teachers employed prior to 1 January 2006, 2 weeks pay per year of continuous service.
 - (b) For teachers employed after 1 January 2006:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	8 weeks' pay
4 years but less than 5 years	10 weeks' pay
5 years but less than 6 years	12 weeks pay
6 years but less than 7 years	14 weeks pay
7 years but less than 8 years	16 weeks pay
8 years but less than 9 years	18 weeks pay
9 years but less than 10 years	20 weeks pay
10 years but less than 11 years	22 weeks pay
11 years but less than 12 years	24 weeks pay
12 years and over	26 weeks pay

9.5 Notwithstanding Clause 9.4, a severance payment may be limited to the amount which the Teacher would have earned if employment with GGS had proceeded to the Teacher's normal retirement date.

Alternative employment

9.6 The general severance pay prescription provided for in this Clause shall not apply to a Teacher in circumstances where GGS obtains acceptable alternative employment for the Teacher.

Time off during notice period

9.7 During the period of notice of termination a Teacher 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.

9.8 If the Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher will, at the request of GGS, be required to produce proof of attendance at an interview.

9.9 A Teacher will not receive payment for the time absent where the Teacher does not produce proof of attendance at an interview in accordance with GGS's request. For this purpose, a statutory declaration will be sufficient.

Teacher leaving during notice period

9.10 A Teacher whose employment is terminated by reason of redundancy may terminate the contract of employment during the period of notice and remain entitled to the severance pay provided for in Clause 9.4, but not payment in lieu of notice for the period of notice not served.

Teachers excluded

9.11 This Clause does not apply

- (a) where employment is terminated as a consequence of conduct that justifies summary dismissal;
- (b) to Casual Teachers; or
- (c) to Specified Term Teachers.

9.12 For the purpose of this Clause:

- (a) **Week's pay** means the ordinary rate of pay for the Teacher concerned.
- (b) **Continuity of service** includes all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, carer's leave and compassionate leave), school holidays, long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the Teacher. Periods of unpaid leave are not included, except at the discretion of GGS.

PART 3 – CLASSIFICATION, REMUNERATION AND RELATED MATTERS

10. MODES OF EMPLOYMENT

10.1 GGS may:

- (a) engage a Teacher on a full time , part- time, specified term or casual basis;
- (b) direct a Teacher to perform such duties as are within the limits of the Teacher's skill, competence and/or training; and
- (c) require a Teacher to participate in the Geelong Grammar School Performance Appraisal process.

11. FULL TIME TEACHERS

11.1 GGS may engage Teachers on a full time basis in accordance with this Clause.

11.2 GGS will determine the ordinary full-time face to face class room teaching hours per week for the Teacher up to a maximum of 18 hours per week for Teachers at secondary level, 22.5 hours per week for Teachers at primary level and 32 hours per week for Teachers employed to work in an early learning centre.

11.3 GGS may require a Teacher to teach extra classes in addition to the ordinary face to face teaching hours provided for in Clause 11.2 up to a maximum of 10 per term, or as otherwise agreed between GGS and the Teacher.

11.4 GGS may require Teachers to participate in all aspects of the school programme as required by GGS, including but not limited to, pastoral care, co-curriculum, chapel, assembly and staff meetings.

11.5 GGS may agree with a Teacher to vary the face to face teaching hours provided for in Clause 11.2 or aspects of the school programme provided for in Clause 11.4. The Teacher would be eligible for the payment of a Responsibility Allowance as provided for in

Clauses 15.1 to 15.5 if the variation exceeded the overall combined ordinary expectations of a Teacher.

Salary Scale

11.6 Subject to 11.8 to 11.10, a Full Time Teacher will be paid not less than the following annual rate of pay:

Teaching level	Salary at 1 July 2008	Salary at 1 Jan 2009	Salary at 1 Jan 2010	Salary at 1 Jan 2011
Level 1	\$56,196	\$58,444	\$60,490	\$62,607
Level 2	\$58,987	\$61,346	\$63,493	\$65,716
Level 3	\$61,800	\$64,272	\$66,521	\$68,849
Level 4	\$64,610	\$67,195	\$69,547	\$71,981
Level 5	\$67,407	\$70,104	\$72,557	\$75,097
Level 6	\$70,223	\$73,031	\$75,588	\$78,233
Level 7	\$73,049	\$75,971	\$78,630	\$81,382
Level 8	\$75,970	\$79,008	\$81,774	\$84,636
Level 9	\$77,566	\$80,669	\$83,492	\$86,414
Senior Teacher	Not applicable	\$84,000	\$86,940	\$89,983

Note: salaries are inclusive of leave loading of 17.5%

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

Four year trained teachers

11.8 A Teacher with a 4-year approved training course beyond Secondary School and including teacher training will commence at Level 1 and subject to 11.4, progress to Level 9 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.

11.9 A Teacher may only progress from Level 9 to the Senior Teacher Level upon meeting the performance standards and expectations as defined by the School.

11.10 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.

12. PART TIME TEACHERS

12.1 GGS may employ a Teacher on a part time basis.

12.2 Part Time Teachers may be required by GGS to fulfil the same duty requirements as Full Time Teachers on a pro rata basis.

12.3 GGS and a Part Time Teacher will agree the Teacher's hours of work upon appointment and may vary such hours by agreement from time to time.

12.4 GGS will set out in writing the duties and number of hours required (including face to face teaching) to be undertaken by a Part Time Teacher:

- (a) upon the engagement of the Teacher; and
- (b) at any other time when a variation occurs.

Pro-rata payment

12.5 A Part Time Teacher is entitled to be paid pro-rata the salary of a Full Time Teacher calculated using the following formula:

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

13. CASUAL TEACHERS

13.1 GGS may engage a Teacher on a daily or half daily basis to meet its short term teaching needs.

Duties and responsibilities

13.2 GGS may require a Casual Teacher who is engaged as a temporary replacement for a Full Time Teacher to undertake the full teaching responsibilities and extra curricular duties of the Teacher who is being replaced.

Rate of pay

13.3 GGS must pay a Casual Teacher not less than:

Date	Amount a casual teacher is paid per half day	Amount a casual teacher is paid per day
As at 1 July 2008	\$121.66	\$243.32
As at 1 January 2009	\$126.53	\$253.05
As at 1 January 2010	\$130.96	\$261.91
As at 1 January 2011	\$135.54	\$271.08

Limits on Entitlements

13.4 A Casual Teacher is not entitled to:

- (a) accident make-up pay;
- (b) paid leave;
- (c) unpaid leave;
- (d) public holidays;
- (e) leave loading.

14. SPECIFIED TERM TEACHERS

14.1 GGS may employ a Teacher for a specified period of time on either a full time or part time basis.

Notification in writing

14.2 Upon engagement, the employer must inform the Teacher in writing:

- (a) the date of commencement of employment; and
- (b) the date of cessation of employment.

Rate of pay

14.3 GGS must pay a Teacher employed for a specified period of time at the rate of pay specified in subclause 11.6 for the Teacher's qualifications and number of years experience as a teacher.

Entitlements

14.4 The provisions of this Agreement apply to a Teacher employed pursuant to this Clause, including pro rata benefits.

Termination of employment

14.5 The termination of employment of a Specified Term Teacher will be by the expiry of the period of employment or in accordance with the terms of the Teacher's contract of employment.

15. RESPONSIBILITY ALLOWANCES

15.1 A responsibility allowance will be paid to a Teacher where GGS requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by GGS.

15.2 A responsibility allowance is linked to a position of responsibility rather than tied to an individual Teacher and is only payable for the period that the Teacher holds the position of responsibility.

15.3 GGS shall, at its discretion, determine who is eligible for a responsibility allowance and the amount of the responsibility allowance.

15.4 GGS will provide written advice to a Teacher who is to receive a responsibility allowance of the position, its tenure, the duties required and the allowance to be paid.

15.5 Where a position of responsibility is shared, then payments may also be shared.

16. PAYMENT OF MONIES

16.1 All monies payable will be paid by electronic funds transfer to a financial account nominated by the Teacher once every month with payment being made as nearly as

possible on the middle of each month, one half month in arrears and one half month in advance.

17. REMUNERATION PACKAGING

17.1 By agreement in writing a Teacher and GGS may agree to enter into a salary packaging arrangement on the following terms:

- (a) a non-cash benefit may be provided to the Teacher in lieu of part of the salary payable to the Teacher under this Agreement;
- (b) the amount of salary foregone shall be equal to the total cost to GGS of providing the non-cash benefit and shall be inclusive of all taxes, charges, levies and costs;
- (c) the provision of the benefit in accordance with the written agreement will satisfy the obligations of GGS to pay the amount of salary foregone which would otherwise be payable under Clause 8 of this Agreement.

17. In the event that circumstances change so that the cost of providing the non-cash benefit increases or decreases the parties may vary their written agreement by instrument in writing to adjust the amount of the salary foregone. If agreement cannot be reached on a variation of the written agreement either GGS or the Teacher may by 2 weeks' written notice to the other terminate the salary packaging arrangement and revert to the payment of the salary provided in Clause 8 in full. Any cost incurred in ceasing the provision of a non-cash benefit shall be borne by the party giving notice of termination of the salary packaging arrangement.

PART 4 - LEAVE OF ABSENCE AND HOLIDAYS

18. SCHOOL HOLIDAYS

Application

18.1 This Clause applies to Teachers other than Part-time Teachers employed for less than six (6) hours per week or Casual Teachers.

Entitlement

18.2 Subject to Clause 18.3, a Teacher is entitled to leave of absence during all school holidays occurring during their period of employment without deduction of pay, which leave of absence will be inclusive of any separate entitlement to annual leave.

18.3 Notwithstanding Clause 18.2, GGS may:

- (a) require a Teacher to attend for duty during any school holiday provided the Teacher is permitted to take leave of absence for at least 53 days during school holidays in any year; or
- (b) reduce a Teacher's entitlement to payment for leave of absence during school holidays where a Teacher has:

- (i) taken unpaid leave in excess of ten working days in any school year, in which case the reduction shall be proportionate to the period of unpaid leave as a percentage of the Teacher's working weeks in the school year; or
- (ii) been employed for only part of a school year in which case the reduction shall be proportionate to the period of employment as a percentage of the whole school year.

Part Time Teacher's entitlement

18.4 A Part Time Teacher is entitled to paid leave of absence during school holidays on the same proportionate basis as the Teacher's annual salary is calculated.

19. PUBLIC HOLIDAYS

Standard days

19.1 A teacher is entitled to holidays on the following days:

- (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 An exception to this is that public holidays occurring during school holidays do not create additional entitlement.

Holidays in lieu

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

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

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

Additional days

19.6 Where in Victoria, public holidays are declared or prescribed on days other than those set out in Clause 19.1, those days will constitute additional days for the purpose of this agreement.

Substitute days

19.7 By agreement between GGS and the majority of Teachers, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

19.8 GGS and a Teacher may agree in writing to the Teacher working on a public holiday at ordinary rates of pay and taking paid leave of absence on another day in lieu of the public holiday.

20. PERSONAL LEAVE

Personal Leave

20.1 Upon commencement of this Agreement each Full Time Teacher shall be credited with an accrued entitlement to 60 days personal leave plus:

- (a) an additional 5 days of personal leave for every year of completed service (or pro rata for partially completed year of service) between January 1996 and December 2004, and
- (b) an additional 12 days of personal leave for a year of completed service (or pro rata for a partially completed year of service) between January 2005 and December 2005.

20.2 Each Part Time Teacher shall be credited with a pro rata equivalent entitlement assessed on the basis of the Teacher's part time hours as at the commencement of this Agreement.

20.3 From 1 January 2006 each Full Time Teacher will accrue personal leave entitlements at the rate of 15 days per calendar year with Part Time Teachers accruing personal leave on a pro rata basis.

Sick Leave

20.4 If, in the opinion of GGS after consideration of all relevant facts and any medical opinion provided to it, a Teacher is unable to carry out his/her normal duties by reason of illness or injury (other than an illness or injury for which workers' compensation is applicable) GGS will pay to the Teacher his/her normal salary during the Teacher's absence from work due to the illness or injury for up to the number of days of the Teacher's accrued personal leave, thereafter the provisions of the GGS salary continuance policy will apply.

20.5 In order to become entitled to paid leave under Clause 20.4 a Teacher may be required by GGS to:

- (a) produce a medical certificate or other evidence satisfactory to GGS for any absence of more than two consecutive days;
- (b) provide a medical certificate or other evidence satisfactory to GGS for any absence continuous with a holiday to which the Teacher is entitled and which would not otherwise require the production of a certificate;
- (c) produce a medical certificate or other evidence satisfactory to GGS where the number of days of paid sick leave already taken without the production of a medical certificate or other evidence satisfactory to GGS exceed five days in the one year.

Carers and Compassionate Leave

20.6 A Teacher is entitled to up to 5 days paid compassionate leave on the death of a member of the Teacher's immediate family or household.

20.7 A Teacher may use up to 15 days accrued personal leave on full pay per year:

- (a) for the purposes of caring for a member of the Teacher's immediate family or household who is sick and requires the Teacher's care and support (carer's leave); or
- (b) as additional compassionate leave on the death of a member of the Teacher's immediate family or household (compassionate leave).

Evidence supporting claim

20.8 The entitlement to carer's leave or compassionate leave is subject to the person in respect of whom the leave is taken being either:

- (a) a member of the Teacher's immediate family; or
- (b) a member of the Teacher's household.

20.9 The term **immediate family** includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Teacher. A de facto spouse, means a person who lives with the Teacher as the Teacher's partner on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Teacher or spouse of the Teacher.

20.10 GGS may require the Teacher to provide satisfactory evidence of the death of the member of the Teacher's immediate family or household.

20.11 The Teacher must, if required by GGS, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

Unpaid leave entitlement

20.12 Where a Teacher has exhausted all personal leave entitlements, the Teacher is entitled to take up to three days' unpaid compassionate leave or such further period as may be agreed with GGS .

20.13 A Teacher may take unpaid carer's leave by agreement with GGS.

Notice required

20.14 The Teacher must, where practicable, give GGS notice prior to the absence of the intention to take carer's leave. The notice must include:

- (a) the name of the person requiring care and support and the person's relationship to the Teacher;
- (b) the reasons for taking such leave; and
- (c) the estimated length of absence.

If it is not practicable for the Teacher to give prior notice of absence, the Teacher must notify GGS by telephone or email of such absence at the first opportunity on the day of absence.

21. LONG SERVICE LEAVE

Entitlement

21.1 A Teacher is entitled to long service leave on ordinary pay in respect of continuous employment with GGS as follows:

- (a) Teachers employed on or after 1 July 2002
 - (i) Long service leave accrues at the rate of 1.3 weeks per year of completed continuous service with GGS.
 - (ii) Accrued long service leave may be taken after 8 years continuous service with GGS, or in special circumstances and with the approval of GGS, after 7 years continuous service.
 - (iii) Long service leave must be taken no later than 2 years after the date upon which an entitlement to take the leave arises.
- (b) Staff employed before 1 July 2002
 - (i) After eight years' continuous service with GGS from the commencement of employment or from the date upon which an earlier period of long service leave was taken a Teacher is entitled to 10.4 weeks long service leave.
 - (ii) After fifteen years' continuous service with GGS and where no long service leave has been taken, a Teacher is entitled to 20.8 weeks long service leave.
 - (iii) Upon completing twenty years' continuous service with GGS, and where no long service leave has been taken, a Teacher is entitled to 41.6 weeks long service leave.
 - (iv) If, after 20 years continuous service with GGS a Teacher has not taken long service leave, long service leave accrues in respect of all subsequent service at the rate of 1.3 weeks per completed year of continuous service.

Conditions

21.2 Whenever long service leave is taken, accrual for subsequent periods of leave will begin on the date upon which the Teacher commenced the earlier period of leave.

21.3 Long service leave is exclusive of school holidays and public holidays.

21.4 Subject to Clause 21.5, long service leave may be taken at times agreed between the Teacher and GGS so as to minimise disruption to the teaching program of the school. The Teacher and GGS must act reasonably in relation to requests for the taking of long service leave with any disputes being dealt with in accordance with Clause 7.

21.5 A Teacher must make a written request to take long service leave at least two clear terms beforehand, except where the Teacher is teaching Year 12 in which case the request must

be made no later than the last day of the penultimate term of the year prior to the year in which it is proposed that the leave be taken.

Half Pay Option

21.6 Subject to Clauses 21.4 and 21.5, at the request of a Teacher GGS may grant a period of long service leave of twice the Teacher's entitlement on the basis that the Teacher is paid at half the rate of pay otherwise applicable to the taking of long service leave at the relevant time for the duration of such leave.

Termination of employment

21.7 A Teacher who has completed more than 7 years' continuous employment with GGS and whose employment is terminated otherwise than by death is entitled to payment in lieu of long service leave upon termination of an amount equal to one-fortieth of the period of the Teacher's continuous employment with GGS since the date upon which the last period of long service leave was taken in accordance with this Clause, or if no long service leave has been taken, the date of commencement of the period of continuous employment.

21.8 If a Teacher who is entitled to any amount of long service leave dies before or while taking long service leave, then GGS will pay an amount equal to the ordinary pay that would have been payable to the Teacher in respect of the period of long service not taken to the Teacher's personal representative.

Illness on long service leave

21.9 A Teacher who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the Teacher is entitled to sick leave.

21.10 The Teacher's long service leave will be extended by the period of illness or, with the Teacher's agreement, the Teacher may return from long service leave as planned with the period of illness increasing the Teacher's accrued long service leave entitlement.

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

Mode of employment and payment

21.12 A Teacher whose service has been:

- (a) all full-time or
- (b) all at the same part time fraction

is paid during long service leave at the Teacher's normal salary.

21.13 Where a Teacher's time fraction has varied during the period of employment in respect of which the long service leave has accrued, the basis of payment will be calculated on the average time fraction during the period of employment in respect of which the long service leave has accrued.

Exceptions

21.14 Despite anything in this Clause, for the purpose of determining the amount of long service leave or pay in lieu thereof to which a Teacher or a Teacher's personal representative is entitled in respect of the period of employment commencing on or after 1 January 1965

and ending on 1 January 1980, so much of that period of employment as was commenced before 1 January 1980 will be reduced by one third.

22. LEAVE WITHOUT PAY

22.1 A Teacher may be granted leave without pay by GGS with the Teacher's agreement.

22.2 While a Teacher has the right to apply for leave without pay, the granting of such leave is at the discretion of GGS.

22.3 During any period of leave without pay the Teacher's entitlements under this Agreement are suspended. Leave without pay does not break continuity of employment but any period of leave without pay in excess of 10 days in any school year is not taken into account in calculating the period of service of the Teacher for any purpose of this Agreement.

23. JURY SERVICE LEAVE

Entitlement

23.1 A Teacher (other than a Specified Term Teacher or a Casual Teacher) who is required to appear and/or serve as a juror will be granted leave for the period during which attendance at court is required.

Conditions

23.2 A Teacher must:

- (a) notify GGS as soon as possible of the date upon which the Teacher is required to attend for jury service;
- (b) provide GGS with:
 - (i) written proof of the requirement to attend for jury service;
 - (ii) an estimate of the duration of the absence from duty and inform GGS immediately of any change to the known period of absence; and
 - (iii) written proof of the payments made by the Court Authorities with respect to jury service.

Reimbursement

23.3 Subject to 23.2, GGS must reimburse a Teacher granted leave pursuant to 23.1 an amount equal to the difference between the amount paid in respect of the teacher's attendance for such jury service by the Court Authority and the amount of salary the Teacher would have received had the Teacher not been on jury service.

24. COMMUNITY SERVICE LEAVE

Entitlement

24.1 A Teacher (other than a Specified Term Teacher or a Casual Teacher) who is required to provide a recognised voluntary community service will be granted up to five days leave for the period during which that service is required. The community service must be a voluntary service that is recognised by the School.

Conditions

24.2 A Teacher must:

- (a) notify GGS as soon as possible of the date upon which the Teacher is required to attend for community service ;
- (b) provide GGS with:
 - (i) written proof of the requirement to provide a voluntary community service;
 - (ii) an estimate of the duration of the absence from duty and inform GGS immediately of any change to the known period of absence; and
 - (iii) written proof of any payments made by the relevant community service organisation for which community service leave has been granted.

25. PARENTAL LEAVE

Definitions

25.1 For the purposes of this Clause:

Child means a child of the Teacher under the age of one year except for adoption of a child where **child** means a person under the age of five years who is placed with the teacher for the purpose of adoption, other than a child or step-child of the teacher or the spouse of the teacher or a child who has previously lived continuously with the teacher for a period of six months or more;

Continuous service for the purpose of this Clause means service under an unbroken contract of employment and includes:

- any period of leave taken in accordance with this Clause,
- any period of part time employment worked in accordance with this Clause, or
- any period of leave or absence authorised by the employer or by the award.

Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

Spouse includes a de facto spouse or a former spouse.

Basic entitlement

25.2 After twelve months of continuous service, parents are entitled to a combined total of 52 weeks' parental leave on a shared basis in relation to the birth or adoption of their child as provided for in this Clause. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken by either or both parents in the case of adoption.

25.3 Parental leave is be available to only one parent at a time, except both parents may simultaneously access the leave in the following circumstances:

- (a) for maternity and paternity leave, a period of one week to be taken within the first six weeks after the birth of the child;
- (b) or adoption leave, an unbroken period of up to three weeks at the time of placement of the child; and
- (c) one other additional unbroken period in the year following the birth or adoption of the child of up to nine weeks less any period of simultaneous leave taken pursuant to paragraphs (a) or (b).

Return from parental leave

- 25.4 A Teacher shall confirm his or her intention of returning to work from parental leave by notice in writing to the School, giving not less than ten weeks notice prior to the expiration of his/her parental leave.
- 25.5 Upon returning to work after a period of parental leave a Teacher shall be entitled to the position which he/she held immediately before commencing such leave from no later than the beginning of the next succeeding term. If that position no longer exists, but there are other positions available, the School must make available a position as nearly as possible comparable in status and salary to that of his/her former position.
- 25.6 A Part Time teacher will be entitled to return to a teaching position which includes the same number of hours per week but not necessarily the same times or class levels.

Continuity of Service

- 25.7 Paid parental leave does not break the continuity of service of the Teacher, and it is taken into account in calculating length of service for long service leave accrual. During paid parental leave, death and disability cover is maintained, as are GGS superannuation contributions. A Teacher may elect to maintain his/her own superannuation contributions during the period of paid parental leave.
- 25.8 Unpaid parental leave of any kind does not break the continuity of service of the Teacher, but it is not taken into account in calculating length of service for the accrual of long service leave, annual leave, and personal leave.

Variation of period of parental leave

- 25.9 Unless agreed otherwise between GGS and the Teacher, a Teacher may apply to GGS to change the period of parental leave on one occasion. Any such change must to be notified at least seven weeks within the one school term prior to the commencement of the changed arrangements, provided that the maximum period of parental leave available under this Clause.

Parental leave and other entitlements

- 25.10 A Teacher may in lieu of or in conjunction with parental leave, take any long service leave to which the Teacher is entitled, subject to the total amount of leave not exceeding 52 weeks or such longer period as shall be agreed by GGS.

Effect of parental leave on employment

- 25.11 Despite any provision to the contrary, absence on parental leave will not break the continuity of service of a Teacher but will not be taken into account in calculating the period of service for any purpose of this Agreement.

Replacement teachers

- 25.12 A replacement teacher is a teacher specifically engaged or temporarily promoted or transferred, to perform the duties of a Teacher while on parental leave.
- 25.13 Prior to engagement, a replacement teacher will be informed of the temporary nature of the employment and of the rights of the Teacher who is being replaced

Special provisions relating to Maternity Leave

- 25.14 A female Teacher who has had not less than twelve (12) months' continuous service with GGS, is entitled to maternity leave for an unbroken period of up to fifty-two (52) weeks.
- 25.15 In order to be entitled to a second or subsequent period of paid Maternity Leave the female Teacher must return to work at the School after the period of preceding parental leave for a period of at least 12 months.
- 25.16 GGS may grant an additional period of up to fifty-two (52) weeks of unpaid maternity leave upon request, providing such leave meets the operational requirements of the School.
- 25.17 The first 14 weeks of maternity leave is paid. All other maternity leave is unpaid leave.
- 25.18 Maternity leave, other than leave taken pursuant to 25.3, must, unless otherwise agreed between the Teacher and GGS commence on the day following the last day of a school term and conclude on the day preceding the first day of a school term. In order to facilitate such arrangements, GGS, where necessary, must extend the period of maternity leave beyond the maximum prescribed entitlement to enable a Teacher to return from maternity leave on the commencement of the school term immediately following the maximum period of maternity leave otherwise required to be afforded to the Teacher.
- 25.19 A Teacher will provide to GGS at least ten weeks in advance of the expected date of commencement of parental leave:
- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
 - (b) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken;
 - (c) a statutory declaration stating the particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment;
 - (d) Subject to (e) and unless agreed otherwise between GGS and the Teacher, a Teacher may commence parental leave at any time within six weeks immediately prior to the expected date of the birth;
 - (e) Where a Teacher continues to work within the six-week period immediately prior to the expected date of birth, or where the Teacher elects to return to work within six weeks after the birth of the child, GGS may require the Teacher to provide a medical certificate stating that she is fit to work on her normal duties;

- (f) Where a Teacher is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Teacher make it inadvisable for the Teacher to continue at her present work, the Teacher will, if GGS 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;
- (g) If the transfer to a safe job is not practicable, the Teacher may elect, or GGS may require the Teacher, to take leave for such period as is certified necessary by a registered medical practitioner. Such leave will be treated as maternity leave for the purposes of this Agreement.
- (h) Where the pregnancy of a Teacher terminates after 28 weeks and the Teacher has not commenced maternity leave, the Teacher may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where a Teacher is suffering from an illness not related to the direct consequences of the birth, a Teacher may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave;
- (i) Where leave is granted under (h), during the period of leave a Teacher may return to work at any time, as agreed between GGS and the Teacher provided that the Teacher gives seven weeks' notice wholly within the one school term;
- (j) A Teacher will not be in breach of this Clause if the Teacher fails to give the required notice because the birth occurred earlier than expected.

Special provisions relating to Paternity leave

25.20 A male Teacher after not less than twelve (12) months' continuous service with GGS is entitled to:

- (a) one week of paternity leave following the birth of his child, 5 days of which will be paid; and
- (b) a further unbroken period of up to fifty-one (51) weeks unpaid paternity leave in order to be the primary care-giver of the child.

25.21 GGS may grant an additional period of up to fifty-two (52) weeks of unpaid paternity leave upon request, providing such leave meets the operational requirements of the School.

25.22 A teacher will provide to the employer at least ten weeks prior to each proposed period of paternity leave:

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) written notification of the dates on which he proposes to start and finish the period or periods of paternity leave; and
- (c) a statutory declaration stating:
 - (i) he will take that period of paternity leave to become the primary care-giver of a child;

- (ii) particulars of any period of maternity leave sought or taken by his spouse; and
- (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

25.23 A teacher will not be in breach of this Clause if the teacher fails to give the required notice because the birth occurred earlier than expected or because of other compelling circumstances.

Special provisions relating to Adoption Leave

25.24 A Teacher with not less than twelve (12) months' continuous service with GGS is entitled to adoption leave of:

- (a) one (1) week following the placement of the child, 5 days of which will be paid, and
- (b) a further unbroken period of up to fifty-one (51 weeks) unpaid leave in order to be the primary care-giver to the child.

25.25 GGS may grant an additional period of up to fifty-two (52) weeks of unpaid adoption leave upon request, providing such leave meets the operational requirements of the School.

25.26 A Teacher will notify GGS in writing at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. A Teacher may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Teacher, the adoption of a child takes place earlier.

25.27 Before commencing adoption leave, a Teacher will provide GGS with a statutory declaration stating:

- (a) the Teacher is seeking adoption leave to become the primary care-giver of a child;
- (b) particulars of any period of adoption leave sought or taken by the Teacher's spouse; and
- (c) that for the period of adoption leave the Teacher will not engage in any conduct inconsistent with the Teacher's contract of employment.

25.28 GGS may require a Teacher to provide confirmation from the appropriate government authority of the placement.

25.29 Where the placement of a child for adoption with a Teacher does not proceed or continue, the teacher will give seven weeks' notice wholly within the one school term of the intention to return to work and GGS will nominate a time for the return to work no later than the beginning of the next succeeding term from the date of notice.

PART 5 - OTHER EMPLOYMENT MATTERS

26. MAKE UP PAY

26.1 Where a Teacher 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)*, GGS must pay to the Teacher the difference between such weekly payments and the

normal remuneration of the Teacher for a period or periods in the aggregate of up to thirty nine (39) weeks in respect of each such injury or illness but only for so much of that period as the Teacher remains employed by GGS.

27. ACCOMMODATION

27.1 GGS may require as a condition of employment that any Teacher reside in accommodation provided by GGS on campus on a permanent or temporary basis where GGS determines that residing in such accommodation is reasonably necessary for the proper performance of the Teacher's duties.

27.2 Arrangements for the payment of rent, the cost of utilities/services and other terms and conditions of such accommodation shall be a matter of agreement between GGS and the Teacher.

Signed on behalf of

the Employer (Geelong Grammar School)
(Malcolm Leigh-Smith)

the Employees (Employee Representative)
(Peter Craig)

Witnessed by:

Mark Broom (Financial Controller)

Geelong Grammar School

Member of the Australian Society of Certified Practising Accountants

Date: _____