



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*

s.185—Approval of enterprise agreement

### **Gippsland Grammar**

(AG2011/1631)

### **GIPPSLAND GRAMMAR AND VIEU AGREEMENT 2011**

Educational services

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 2 AUGUST 2011

*Application for approval of the Gippsland Grammar and VIEU Enterprise Agreement 2011.*

[1] An application has been made for approval of an enterprise agreement known as the *Gippsland Grammar and VIEU Enterprise Agreement 2011* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Gippsland Grammar. 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 9 August 2011. The nominal expiry date of the Agreement is 1 February 2013 .

[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 *Gippsland Grammar and VIEU Enterprise Agreement 2011* (the Agreement) and is a Single Enterprise Agreement made pursuant to Section 172 (2) of the *Fair Work Act 2009* (Cth.).

Nothing in this Agreement, including the new Classification Structure at Schedule 2B, is intended to disadvantage any Employee when compared to the conditions that the Employee enjoyed prior to the approval of the Agreement.

#### 2 ARRANGEMENT

This Agreement is arranged as follows.

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Positions of Responsibility Structure (Teachers)	1C
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Classification Structure (Education Support Staff)	2A
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### **3. COMMENCEMENT DATE AND PERIOD OF OPERATION**

- 3.1 The Agreement will commence 7 days after it is approved by Fair Work Australia.
- 3.2 The Nominal Expiry Date of this Agreement is 1 February 2013.

### **4. RE-NEGOTIATION OF AGREEMENT**

- 4.1 The Employer and the Employees agree that negotiations for a replacement Agreement will commence four months prior to the Nominal Expiry Date of this Agreement.

### **5. APPLICATION AND COVERAGE**

- 5.1 The Agreement applies to **Gippsland Grammar (ABN 75 005 031 336)** (“the Employer”); and
- 5.2 All Employees, including all Teachers and all Education Support Staff (“the Employees”) but excluding the Executive Principal, the Deputy by whatever name called, the Business Manager or Bursar (by whatever name called), the Human Resources Manager, any 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 casual boarding house supervisors.
- 5.3 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3 and 4 of this Agreement apply to Employees as specified.
- 5.4 The Victorian Independent Education Union will be covered by the Agreement upon notice under s.183 (1) of the Act.

### **6. RELATIONSHIP TO AWARDS AND LEGISLATION**

- 6.1 This Agreement replaces the modern awards which would otherwise apply to the Employees; except that where the Agreement is silent on any matter, the applicable modern award condition will apply.
- 6.2 The Fair Work Act contains minimum terms (the National Employment Standards) which cannot be excluded by any Agreement. Where a term of the Fair Work Act provides a more favourable term than provided by this Agreement, the Employee(s) shall be entitled to the more favorable term.

## 7 DEFINITIONS

Act	Means the <i>Fair Work Act 2009</i> .
Administrative Services	Means an Employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources and information management.
Awards	Means the following: <ul style="list-style-type: none"> <li>• Educational Services (Teachers) Award 2010</li> <li>• Educational Services (Schools) General Staff Award 2010</li> </ul> and any other Award applicable to any Employee immediately prior to the commencement of this Agreement.
Boarding Supervision Services	Means an Employee whose principal duties are to support the operation of a school's boarding house in relation to the supervision of students, with the exception of casual boarding house supervisors who are not covered by this agreement.
Casual Employee	Means an Employee who is engaged in relieving work or work of a casual nature, but does not include an Employee who could properly be classified as a Full-Time or Part-Time Employee.
Childcare Services	Means an Employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher).
Classroom Support Services	Means a General Staff Employee whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students.
Continuous Service	Includes all service for which paid leave was applicable. Paid leave includes, but is not limited to personal leave (sick leave, infectious diseases leave and carer's leave) and compassionate leave, school holidays, annual leave, long service leave, qualification conferral leave and leave during which accident make up payments are being received by the Employee. Periods of unpaid leave do not count as service, except at the discretion of the Employer. Periods of unpaid leave do not break continuity of service.
Curriculum/resources services	Means a person who is ancillary to the process of teaching and includes but is not limited to audiovisual technicians, audiovisual coordinators, laboratory technicians, laboratory managers, library technicians, libraries, library assistants and visual arts technicians.
Education Support Staff	Means all categories of Employees other than Teachers covered by this Agreement, including all who provide classroom support services, childcare services, curriculum/resources services, instructional services, nursing services, administration services, operational services, boarding services and/or wellbeing services.
Employee	Means any person other than the Employer who is bound by this Agreement.

Employer	Means the entity identified in clause 5.1.
Experience (Teacher)	Means experience of teaching after achieving the qualifications necessary for registration as a teacher. Experience is deemed to commence at the date on which a 'qualified' person first receives a teaching appointment.
FWA	Means Fair Work Australia.
Fixed Term Employee	Means an Employee employed pursuant to clause 12.3 of this Agreement
Full Time Employee	Means an Employee employed pursuant to clause 12.1 of this Agreement.
Immediate Family	Means <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>
Instructional Services	Means an Employee, other than a qualified teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff.
NES	Means the National Employment Standards contained at Part 2-2 of the Fair Work Act.
Non-Term Weeks	Means weeks in the school year other than term weeks and include periods designated as school holidays for students.
Operational Services	Means an Employee whose principal duties are to support the other services of a school, including but not limited to: <ul style="list-style-type: none"> <li>• construction, plumbing, carpentry, painting and other trades;</li> <li>• cleaning, maintenance, school facility management;</li> <li>• security, caretaking;</li> <li>• gardening, turf management, farming;</li> <li>• retailing—canteens, uniform shops, book shops;</li> <li>• cooking/catering, housekeeping, laundry; and</li> <li>• bus driving and vehicle maintenance.</li> </ul>
Part Time Employee	Means an Employee employed pursuant to clause 12.2 of this Agreement.
Permission to Teach	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"> <li>(i) holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education; or</li> <li>(ii) holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion; or</li> <li>(iii) is employed in one of the following programs: <ul style="list-style-type: none"> <li>school/tertiary institution/exchange, an inter-governmental agreement, interschool exchange, VET in schools and</li> </ul> </li> </ul>

	professional experience, or has at least a three-year tertiary qualification including teacher education and is classified as permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (1 July 2007 <i>Permission to Teach Policy</i> ).
Executive Principal	Means the Executive Principal of the School or his or her nominee.
School	Means the Employer.
School Year	Means twelve months from the day that Employees are required by the Employer to attend the School for the new educational year or the calendar year, as determined by the School and includes term weeks and non-term weeks.
School Holidays	Means a period of holidays as determined by the Employer and announced at least 6 months 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.
Term Weeks	Means the weeks in the school year that students are required to attend school as set out in the school calendar of the school.
Teacher	Means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach. This definition includes: <ul style="list-style-type: none"> <li>• a qualified teacher librarian,</li> <li>• a person employed as an Early Childhood teacher,</li> <li>• a Permission to Teach teacher</li> </ul> but excludes an instrumental music tutor.
Wellbeing Services	Means a person who is ancillary to the process of teaching and includes school counsellors, guidance officers, youth welfare officers, psychologists, speech therapists and occupational therapists.

## **PART 2:**

### **CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT**

#### **8 EMPLOYMENT RELATIONS CONSULTATIVE COMMITTEE**

8.1 It is agreed between the parties to this Agreement that an Employment Relations Consultative Committee will be established by the end of Term 1 each year.

8.2 The Executive Principal, on behalf of the Employer, shall consult with the Employment Relations Consultative Committee on the following:

- Matters arising following the implementation of this Agreement
- Interpretation of this Agreement
- Workload issues
- Other Staff Concerns

With regards to workload issues, the Employer will consider the views of the Employment Relations Consultative Committee and will implement change where appropriate and possible in order to support Employees.

8.3 The Employment Relations Consultative Committee shall be formed from the members of staff of the School and will be comprised of the Executive Principal or nominee, two additional nominees of the Executive Principal, a VIEU nominee, a primary teacher nominated by teachers in each primary campus, a secondary teacher nominated by teachers in the secondary campus, a member of the education support staff and a member of the operational support staff. Should any department of staff fail to nominate a representative, the Committee will proceed with its business without a nominee from that department.

8.4 The Employment Relations Consultative Committee shall make recommendations to the Executive Principal regarding the issues set out in sub-clause 8.2.

8.5 Once established, the Employment Relations Consultative Committee shall meet at least once per term with the Executive Principal. The Employment Relations Consultative Committee shall have the right to call additional meetings with the Executive Principal as required.

#### **9 LETTER OF APPOINTMENT AND STATEMENT OF SERVICE**

9.1 Upon engagement, the School will provide all Employees (other than emergency teachers) with a letter of appointment.

9.2 Upon termination of employment with the School, and upon request from an Employee, the School will provide the Employee with a written statement of employment.

#### **10. DISPUTE RESOLUTION PROCEDURE**

10.1 If a dispute relates to:

- (a) a matter arising under this agreement;
- (b) the National Employment Standards;

this clause sets out the procedures to settle the dispute.

- 10.2 An Employee who is party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and the relevant supervisors and or management.
- 10.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 10.5 Fair Work Australia may deal with the dispute in 2 stages:
  - (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then :
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.
- 10.6 While the parties are trying to resolve the dispute using the procedures in this clause an Employee must continue to perform his or her work as he or she would normally, unless he or she has a reasonable concern about an imminent risk to his or her health or safety.

The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.

## **11 AGREEMENT FLEXIBILITY**

- 11.1 Notwithstanding any other provision of this Agreement, an Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:
  - (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 11.2 The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.

An Employee is entitled to appoint a representative of his or her choice for the purposes of negotiating an agreement under this clause.

- 11.3 The agreement between the Employer and the individual Employee must:
  - (a) be confined to a variation in the application of one or more of the terms listed in clause 11.1 (a) – (e); and

- (b) result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- 11.4 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 term of this agreement that the Employer and the individual Employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
  - (d) 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
  - (e) state the date the agreement commences to operate.
- 11.5 The Employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.
- 11.6 Except as provided in clause 11.4(a), the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 11.7 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.
- 11.8 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.
- 11.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual Employee contained in any other term of this Agreement.

## **12 MODES OF EMPLOYMENT**

The Employer may employ a Full Time, Part Time, Light Load, 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.

### **12.1 Full Time Employee**

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week.

## 12.2 Part Time Employee

- 12.2.1 A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and who has reasonably predictable hours of work.
- 12.2.2 A part-time Education Support Staff Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- 12.2.3 A part time teacher's time fraction will be calculated as per clause 44.
- 12.2.4 A part-time Employee's entitlements will be calculated on a pro rata basis.
- 12.2.5 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.
- 12.2.6 For Education Support Staff the terms of the agreement in clause 12.2.4 may only be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.
- 12.2.7 Variation of part time hours for teachers may only occur in accordance with clause 44.3.1.

## 12.3 Fixed Term Employee

- 12.3.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:
- to replace one or more Employees who are on leave;
  - to undertake a specified project for which funding has been made available;
  - to undertake a specified task which has a limited period of operation;
- or
- to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.
- 12.3.2 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.
- 12.3.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
- the reason for the fixed nature of the employment;
  - the date of commencement of the employment;
  - the benefits which are applicable under this Agreement; and
  - the rights of any Employee being replaced.
- 12.3.4 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 28,46 or 51.
- 12.3.5 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 appointment), except in accordance with 12.3.4 above.
- redundancy.

#### 12.4 Casual Employee

- 12.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- 12.4.2 A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25% as specified in specified in Schedule 1B.
- 12.4.3 A casual Employee will be engaged and paid for a minimum of two hours for each engagement. Except that a preschool/childcare services Employee working in an out of school hours care program may satisfy the two hour minimum by working one hour before school and one hour after school on the same day.
- 12.4.4 The Employer will engage a Casual Teacher for a full day or a half day.
- 12.4.5 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 (but is entitled to penalty loading for work performed on a public holiday)
  - paid personal leave
  - paid compassionate leave
  - accident make-up pay
- 12.4.6 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.
- 12.4.7 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days other than by mutual agreement.
- 12.4.8 An Employer must not employ a Casual Classroom Support Services Employee, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period.

#### 12.5 Light Load Employee

Conditions for a light load Employees are described in Clause 45.

## **13 QUALIFYING PERIOD**

- 13.1 An Employee's employment is contingent upon the satisfactory completion of a six month qualifying period. Performance and conduct management processes do not apply during the qualifying period.
- 13.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer needs to provide 4 weeks notice for teachers and 2 weeks notice for education support staff or payment in lieu of notice but does not need to comply with any due process or performance management policies or procedures.
- 13.3 Employees wishing to resign during the first six months of employment need to provide 4 weeks notice for teachers and 1 week notice for education support staff

## **14 REMUNERATION PACKAGING**

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

## **15 SUPERANNUATION**

- 15.1 The Employer shall continue to make an Employer superannuation contribution equivalent to not less than 9 per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee. Each Employee shall be provided with a superannuation choice form upon commencement. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to Non Government Superannuation Fund.

## **16 PAYMENT ARRANGEMENTS**

- 16.1 Salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis and an electronic pay slip will be issued unless an Employee requests the Employer in writing to provide a written pay slip.

## **17 PERSONAL LEAVE**

- 17.1 Personal leave is provided in accordance with the NES except where the conditions in this Agreement are more favourable.
- 17.2 An Employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.
- 17.3 For a Full Time Teacher or Classroom Support Services Employee, the personal leave entitlement equates to 15 days per year of service. A Part Time Teacher or Classroom Support Services Employee is entitled to paid personal leave on a pro rata basis based on their hours.

- 17.4 For all other Employees except operational services Employees the personal leave entitlement is as follows:

From the beginning of 2011 an entitlement of 10 days personal leave; and

From the beginning of 2012:

- In the first two years of employment the personal leave entitlement equates to 10 days per annum.
- In the third and fourth year 12 days per annum.
- In the fifth year and in subsequent years 15 days per annum.

- 17.5 Operational Services Employees are entitled to 10 days personal leave per annum.

- 17.6 Part time staff are entitled to paid personal leave on a pro rata basis.

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

- 17.8 Paid **carer's** leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on their specified hours.

- 17.9 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.

- 17.10 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.

- 17.11 The amount of personal leave, a Full Time Teacher or Classroom Support Services Employee may take as **sick** leave depends upon how long the Teacher or Classroom Support Services Employee has worked for the Employer and accrues as follows:

- 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
- in the second and subsequent year of service, 15 days at the commencement of that year.

Personal leave for all other Employees accrues at the commencement of each four-week period of continuous service with the Employer, based upon the Employee's nominal hours of work.

- 17.12 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.

- 17.13 An Employee is entitled to sick and carer's leave provided that:

- the Employee produces a medical certificate from a Registered health practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
- the Employee provides a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
- 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 exceeds five days in the one year.

## **18 COMPASSIONATE LEAVE**

- 18.1 An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or 2 days paid leave when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
- 18.2 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.
- 18.3 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.

## **19 INFECTIOUS DISEASES LEAVE**

- 19.1 An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the School and the disease is evident in the School:
- German measles
  - Chickenpox
  - Measles
  - Mumps
  - Scarlet fever
  - Whooping cough
  - Rheumatic fever, or
  - Hepatitis.
  - SARS, bird flu, swine flu or similarly chronic or contagious diseases
- 19.2 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.

## **20 PUBLIC HOLIDAYS**

- 20.1 Employees, with the exception of Boarding House Supervisors, are entitled to public holidays as specified in the Public Holidays Act 1993 (Vic) and as gazetted by the Victorian Government from time to time. These include the following:
- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
  - the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and

- Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.
- 20.2 Due to the nature of the role, when students are in residence at the Boarding House, full-time boarding house supervisors will be required to work on public holidays. An over-award component will be included in the annual salary of full-time boarding house supervisors in compensation for penalties that would otherwise be applicable for working on public holidays.
- 20.3 Public holidays that occur during a period of leave for Employees in accordance with clauses 40 and 47 do not create an additional entitlement.
- 20.4 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.
- 20.5 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.
- 20.6 An agreement made in accordance with clauses 20.4 or 20.6 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.

## 21 PARENTAL LEAVE

### 21.1 Basic Entitlement

An eligible Employee is entitled to up to 52 weeks of unpaid parental leave in relation to the birth or adoption of a child.

### 21.2 Eligibility

An Employee (other than a Casual Employee who is not an Eligible Casual Employee) who has or will have responsibility for the care of the child, is entitled to parental leave if they have completed 12 months of continuous service:

21.2.1 An Employee who is the primary care-giver of the child must have completed twelve (12) months of continuous service by the date or expected date of birth in the case of **birth-related parental leave**, or by the day of placement or expected day of placement in the case of **adoption-related parental leave**.

21.2.2 An Employee who is the secondary care-giver of the child must have completed twelve (12) months of continuous service by the date the leave is to start.

### 21.3 Casual Employees

21.3.1 Casual Employees are not eligible for parental leave unless they are Eligible Casual Employees.

21.3.2 However, **all** Casual Employees are eligible for two (2) days unpaid pre-adoption leave in accordance with clause 21.10.

21.3.3 An Eligible Casual Employee is a Casual Employee 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 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.

21.3.4 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.

21.3.5 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.

#### 21.4 Definitions

**Child** for the purposes of **birth-related parental leave** means a child of the Employee under the age of five (5) years or under school age, whichever applies first.

**Child** for the purposes of **adoption-related parental leave** means a child under the age of sixteen (16) years (as at the day of placement or the expected day of placement) 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 (6) months or more, and is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse.

**Concurrent Parental Leave** occurs when both members of an **Employee Couple** take parental leave at the same time.

**Continuous Service** is work for the Employer on a regular and systematic basis, including any period of authorised leave or absence. To avoid doubt, a period of unpaid parental leave does not break the Employee's continuity of employment but does not count as employment or service.

**Day of Placement** for the purposes of **adoption-related parental leave** means the day on which the Employee first takes custody of the child for adoption or the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for adoption.

**Employee Couple** means when both parents of the child are employed, not necessarily by the same Employer.

**Spouse** includes a former spouse, a defacto spouse and a former defacto spouse of the Employee.

**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.

#### 21.5 Types of Parental Leave

Parental leave includes **birth-related parental leave**, **adoption-related parental leave** and **special parental leave**.

- 21.5.1 **Birth-related parental leave** is taken in connection with the birth of a child of the Employee or the Employee's spouse.
- 21.5.2 **Adoption-related parental leave** is taken in connection with the adoption of a child by the Employee or the Employee's spouse.
- 21.5.3 **Special parental leave** is taken:
  - 21.5.3.1 When the pregnancy of an Employee not already on parental leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, and/or
  - 21.5.3.2 When the Employee suffers a pregnancy related illness.

## 21.6 Taking Parental Leave

An Employee who is either not a member of an Employee Couple, or whose spouse does not intend to take parental leave in connection with the birth of the child, should take their parental leave in a single continuous period, unless otherwise agreed between the Employer and Employee.

## 21.7 When Parental Leave should commence

- 21.7.1 Unless agreed otherwise between the Employer and Employee, an Employee should commence **birth-related parental leave** at any time within the six (6) weeks immediately prior to the expected date of birth of the child. The leave should not start later than the date of the birth of the child.
- 21.7.2 Unless agreed otherwise between the Employer and Employee, an Employee should commence **adoption-related parental leave** at any time within the period of three (3) weeks starting on the day of placement of the child.

## 21.8 Parental Leave may commence later

A period of parental leave may start at any time within the 52 weeks after the date of birth or date of placement of the child, if the Employee has a spouse who is not an Employee and who has responsibility for the care of the child between the date of birth or placement and the intended start date of the Employee's leave.

## 21.9 Concurrent Parental Leave

- 21.9.1 Where both members of an Employee Couple intend to take unpaid parental leave, each Employee should take their leave in a single continuous period, unless agreed otherwise between the Employer and Employee/s.

However, both Employees are entitled to take an unbroken concurrent period of three (3) weeks leave for either **birth-related parental leave** or **adoption-related parental leave**.

### 21.9.1.1 Extension of Concurrent Parental Leave

An Employee who is a member of an Employee Couple may request that the Employer allow the Employee to extend the period

of concurrent parental leave up to a maximum of six weeks to assist the Employee in reconciling work and parental responsibilities.

An application under this clause must be made as early as possible but not less than four (4) weeks prior to the commencement date of the period of extended concurrent parental leave. An application must be made in writing.

The Employer shall consider a request for extension of concurrent parental leave made pursuant to this clause having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

The Employer must provide a written response as soon as practicable, but not more than twenty one (21) days after the request is made, stating whether the request is granted or refused. If the Employer refuses the request, the response must include details of the reasons for the refusal.

#### 21.9.2 When Parental Leave for an Employee Couple should commence.

Unless agreed otherwise between the Employer and Employee, leave for the primary care-giver of the child must commence in accordance with clauses 21.7.1 and 21.7.2 above, whichever is applicable.

Unless agreed otherwise between the Employer and Employee, leave for the secondary care-giver must commence immediately after the primary care giver's period of leave has concluded.

Unless agreed otherwise between the Employer and Employee, concurrent parental leave should not start before, and should not end more than, three (3) weeks after the date of birth or date of placement.

#### 21.10 Unpaid pre-adoption leave

21.10.1 All Employees, including Employees with less than 12 months of continuous service, and all Casual Employees (including those who are not Eligible Casual Employees) are entitled to at least two (2) days unpaid pre-adoption leave for the purpose of attending any compulsory interviews or examinations which are necessary as part of the adoption procedure.

21.10.2 The Employee and the Employer should agree on the length of the unpaid pre-adoption leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days unpaid pre-adoption leave.

21.10.3 Where other types of paid leave are available to the Employee, the Employer may require the Employee to take such leave instead.

21.10.4 The Employee is required to give the Employer notice of taking pre-adoption leave as soon as practicable, and if required, must provide evidence that would satisfy a reasonable person that the leave is needed to attend interviews or examinations which are necessary as part of the adoption procedure.

#### 21.11 When an Employee ceases to have responsibility for the care of the child

When an Employee ceases to have responsibility for the care of the child, the Employer may give the Employee notice that the Employee's leave is cancelled:

21.11.1 For **birth-related parental leave**, the notice given by the Employee must not be less than 6 weeks after the date of birth of the child.

21.11.2 Where the placement of a child for adoption with an Employee does not commence, the Employee is not entitled to **adoption-related parental leave**.

21.11.3 Where the placement of a child for adoption with an Employee commences but is discontinued or cancelled, 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 **adoption-related parental leave** that the Employee remains entitled to at the stated day is cancelled with effect from that day.

#### 21.12 Variation of period of Parental Leave

21.12.1 Where an Employee has commenced a period of parental leave of less than 52 weeks, the Employee may apply to the Employer to change the period of parental leave on one occasion.

21.12.2 Any such application must be received preferably seven (7) weeks but no less than four (4) weeks prior to the commencement of the changed arrangements.

21.12.3 The period of parental leave may be shortened or lengthened at any time by written agreement between the Employer and the Employee.

#### 21.13 Extension of Parental Leave

21.13.1 An Employee who takes parental leave for his or her full available parental leave period may ask the Employer to extend the period of available parental leave by a further period of up to 12 months immediately following the end of the available parental leave period to assist the Employee in reconciling work and parental responsibilities.

21.13.2 An application under this clause must be made as early as possible but not less than seven (7) weeks prior to the commencement date of the period of extended parental leave. An application must be made in writing.

21.13.3 The Employer shall consider a request for extension of parental leave made pursuant to this clause having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

21.13.4 The Employer must provide a written response as soon as practicable, but not more than twenty one (21) days after the request is made, stating whether the request is granted or refused. If the Employer refuses the request, the response must include details of the reasons for the refusal.

#### 21.14 Subsequent Pregnancies

21.14.1 In the event that an Employee has a subsequent child within the 52 week period, the entitlement to parental leave will be the greater of 52 weeks or to the end of the 52 week period, at the discretion of the Employer.

#### 21.15 Work within the 6 weeks prior to or following the birth of the child

21.15.1 Where a pregnant Employee continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner containing the following statements:

- 25.15.1.1 A statement of whether the Employee is fit for work; and
- 25.15.1.2 A statement of whether it is inadvisable for the Employee to continue in the Employee's present position during a stated period because of illness or risks arising out of the Employee's pregnancy or hazards connected with the position.

#### 21.16 Unpaid Parental Leave

21.16.1 The Employer may require a pregnant Employee to start a continuous period of unpaid parental leave as soon as reasonably practicable if the Employee does not give the Employer a medical certificate as requested within seven (7) days after the request, or if the Employee gives the Employer a medical certificate stating that the Employee is unfit to work during a stated period.

21.16.2 The period of unpaid parental leave must not end later than the earlier of the following:

- 21.16.2.1 The end of the pregnancy; or
- 21.16.2.2 The start date of any period of **birth-related parental leave** of which prior notice has been given.

21.16.3 The period of unpaid parental leave will reduce the Employee's entitlement to unpaid parental leave under clause 21.1.

#### 21.17 Notice Requirements for Adoption and Birth-Related Parental Leave

21.17.1 An Employee must give his or her Employer ten (10) weeks written notice of the taking of parental leave. The notice must specify the intended start and end dates of the leave.

21.17.2 At least four (4) weeks before the intended start and end dates of the parental leave, the Employee must confirm the intended start and end dates of the parental leave and/or advise of any changes to the intended start and end dates of the parental leave, unless it is not practicable to do so.

21.17.3 An Employee who has given his or her Employer notice of the taking of parental leave must, if required by the Employer, provide evidence that would satisfy a reasonable person of the date of birth or expected date of birth, or for adoption-related leave, the day of placement of expected date of

placement and that the child is or will be under sixteen (16) as at the day of placement or the expected day of placement.

21.17.4 Without limiting clause 21.17.3, an Employer may require the evidence in that clause to be a medical certificate.

21.17.5 An Employee will not be in breach of any of the requirements 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. In such circumstances, notice and/or evidence required should be provided as soon as reasonably practicable (which may be a time after the leave has started).

## 21.18 Special Parental Leave

21.18.1 A Pregnant Employee is entitled to a period of special parental leave:

21.18.1.1 When the pregnancy of an Employee terminates within 28 weeks of expected date of birth of the child otherwise than by the birth of a living child, and/or

21.18.1.2 When the Employee suffers a pregnancy related illness.

21.18.2 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 the Employee is entitled in lieu of, or in addition to, special parental leave.

21.18.3 Where an Employee not then on parental leave suffers illness related to the pregnancy, the Employee may take any paid sick leave to which the Employee is then entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before returning to work. The aggregate of paid sick leave, special parental leave, **birth-related parental leave** owing and **birth-related parental leave** taken may not exceed 104 weeks.

21.18.4 During a period of **special parental 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 (4) weeks from the recommencement date desired by the Employee.

21.18.5 A period of special parental leave must end before the Employee starts any continuous period of leave including (or constituted by) **birth-related parental leave**.

## 21.19 Notice Requirements for Special Parental Leave

21.19.1 An Employee must give the Employer notice of the taking of special parental leave as soon as practicable (which may be a time after the leave has started). The notice must specify the period or expected period of leave.

21.19.2 An Employee who has given the Employer notice of the taking of unpaid special parental leave must, if required by the Employer, provide evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 21.18.1.1 and/or 21.18.1.2.

21.19.3 Without limiting clause 21.19.2, an Employer may require the evidence in that clause to be a medical certificate.

## 21.20 Interaction of Parental leave with other entitlements

21.20.1 An Employee may, in lieu of or in conjunction with unpaid parental leave, access any annual leave or long service leave which the Employee has accrued subject to the total amount of leave not exceeding 156 weeks, or a longer period if agreed.

## 21.21 Transfer to a Safe Job

21.21.1 This clause applies where an Employee:

- 21.21.1.1 is pregnant;
- 21.21.1.2 is entitled to take unpaid parental leave;
- 21.21.1.3 has already complied with the applicable notice and evidence requirements in this section;
- 21.21.1.4 provides the Employer with evidence that would satisfy a reasonable person that 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 in their present work during a stated period ("the risk period").

21.21.2 Without limiting clause 21.21.1.4, the Employer may require the evidence in that clause to be a medical certificate.

### 21.21.3 When an appropriate safe job is available

- 21.21.3.1 If there is an appropriate safe job available, the Employee must be transferred to that position with no reduction of the Employee's other terms and conditions of employment until the commencement of parental leave.
- 21.21.3.2 An appropriate safe job is a safe job that has the same ordinary hours of work as the position the Employee held before the transfer; or a different number of hours as agreed by the Employee.
- 21.21.3.3 The Employer must pay the Employee for the safe job at the Employee's full rate of pay (for the position the Employee held before the transfer) for the hours worked in the safe job during the risk period.

### 21.21.4 When there is no appropriate safe job available

- 21.21.4.1 If there is no appropriate safe job available, the Employee is entitled to take paid leave for the risk period.
- 21.21.4.2 The Employer may require the Employee to take leave for the risk period.
- 21.21.4.3 If the Employee takes leave for the risk period:
  - (a) The Employer must pay the Employee at the rate of pay and conditions attaching to the job held by the Employee prior to taking the leave.
  - (b) The entitlement to leave is in addition to any other leave entitlement the Employee has; and
  - (c) The period of leave ends at the earliest of whichever of the following times is applicable:
    - The end of the risk period;
    - If the Employee's pregnancy results in the birth of living child - the end of the day before the date of birth;

- 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.

## 21.22 Return to Work Guarantee

- 21.22.1 An Employee will give as much notice as possible of the Employee's intention to return to work after a period of parental leave, but no less than four (4) weeks prior to the expiration of the leave.
- 21.22.2 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 21.21, 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.
- 21.22.3 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.
- 21.22.4 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.

## 21.23 Consultation During Parental Leave

- 21.23.1 Where an Employee is on parental leave and a decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
- 21.23.1.1 make information available in relation to any significant effect the change will have on the status, pay, responsibility level or location of the position the Employee held before commencing parental leave (or, if applicable, before being transferred to a safe job); and
- 21.23.1.2 provide an opportunity for the Employee to discuss any significant effect the change will have on the status, pay, responsibility level or location of the position the Employee held before commencing parental leave before finalising the decision.
- 21.23.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision, such as 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.
- 21.23.3 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 this clause.

## 21.24 Right to Request Flexible Working Arrangements

- 21.24.1 An Employee who has responsibility for the care of a child may ask the Employer for a change in working arrangements to assist the Employee to care for the child if the child:

- 21.24.1.1 is under school age; or
- 21.24.1.2 is under 18 and has a disability.

21.24.2 Examples of changes in working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

21.24.3 The request must be in writing and set out the details of the change sought and of the reasons for the change.

21.24.4 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.

21.24.5 The Employer shall consider any request for flexible arrangements made pursuant to these clauses having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

## 21.25 Paid Parental leave

21.25.1 Where an Employee has been granted parental leave or adoption leave in accordance with this Agreement – to be the primary carer of a child, the Employee is entitled to a paid parental allowance equivalent to fourteen (14) weeks wages at their ordinary rate of pay. The balance of parental leave is unpaid leave. This 14 week payment will not count as service toward the calculation of any other entitlement covered by this Agreement.

21.25.2 An Employee who has previously received a parental or maternity leave payment from the school and taken parental leave must have returned to work in the school for a period of not less than 40 consecutive school weeks or four consecutive school terms continuous service to qualify for a further parental leave payment. That payment will be made at the rate paid to the Employee immediately prior to the taking of this, second or subsequent period of parental leave.

21.25.3 An Employee granted leave to be a secondary care-giver will be entitled to a total of 5 days of paid leave to be deducted from the Employee's accrued carers leave and to be taken at or about the time of the birth of the child. This paid leave can be taken in 2 separate blocks but must be taken within 6 weeks of the birth of the child.

## **22 LONG SERVICE LEAVE**

22.1. An Employee is entitled to Long Service Leave. The Long Service Leave Act 1992 (Vic.), as amended from time to time, specifies the entitlement. This Agreement will prevail over that Act in the event of any inconsistency.

22.2 All Employees accrue Long Service Leave at the rate of 1.3 weeks per year of service.

22.3 Employees can access their accrued entitlement to Long Service Leave after 7 years of continuous employment and thereafter by agreement with the school as per clause 22.4.

22.4 The timing of the taking of Long Service leave needs to take into consideration the operational requirements of the school and needs to be agreed between the Employee and the Executive Principal. Employees requesting a period of Long Service Leave are asked to give the Employer as much notice as possible of their intention to take Long Service Leave. Usually the school requires that teaching staff take periods of Long Service Leave over a full school term unless otherwise agreed with the school Executive Principal.

22.5 Accrued long service leave will be paid in lieu, after 5 years, where an Employee's employment is terminated after the following periods of continuous employment for any reason other than for serious misconduct.

This provision has the express effect of overriding Section 58 of the Long Service Leave Act 1992 (Vic.).

22.6 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.

22.7 An Education Support Staff member 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.

22.8 A Teacher, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:

<b>Service prior to 1 February 1997</b>		
<i>Employment Arrangement</i>		<i>Entitlement to Payment</i>
(a)	where all service for the period of employment ending 31 January 1997 was part-time	Salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay
(b)	where full-time employment falls last	<ul style="list-style-type: none"> <li>• leave taken from the full-time credit will be paid at the current full-time salary, and</li> <li>• leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment</li> </ul>
(c)	where part-time employment falls last	<ul style="list-style-type: none"> <li>• leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category, and</li> <li>• leave taken from the part-time credit will be paid on the basis of average weekly hours over the last 12 months of part-time employment</li> </ul>
(d)	where the Teacher can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment	average weekly hours will be struck over the actual period of part-time employment

<b>Service from 1 February 1997</b>	
<i>Employment Arrangement</i>	<i>Entitlement to Payment</i>
Time fraction has varied during service	payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service

## 22.9 Illness on Long Service Leave

Subject to the requirements of 22.4, 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, with long service leave recredited to the Employee. The Executive Principal 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.

## 22.10 The Employee's application under 22.9:

- (a) must be received by the Employer during the period of illness or injury or as soon as practicable thereafter;
- (b) must be accompanied by a medical certificate from a registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (c) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

## **23 LEAVE WITHOUT PAY**

23.1 An Employee may apply for leave without pay which may be granted at the discretion of the Executive Principal. 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).

## **24 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY**

24.1 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.

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

- (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
  - i. annual leave; or
  - ii. paid personal/carer's leave; and

- (b) the Employee is not entitled to any payment or benefit in respect of any Non Attendance Time for a Teacher or School Holidays for a School Assistant entitled to School Holidays which fall during the period that the Employee is in receipt of weekly payments under the Accident Compensation Act 1985 (Vic.).

24.3 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.

24.4 For the purposes of clause 24.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make up pay, if applicable.

24.5 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.

## **25 WITHHOLDING OF MONIES**

25.1 In the event that an Employee does not provide the full notice required by clauses 28, 46 or 51, 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.

## **26 INTRODUCTION OF MAJOR CHANGE**

### **26.1 Employer's duty to notify**

26.1.1 Where an Employer has made a definite decision to introduce major changes that are likely to have a significant effect on staff, the Employer will notify staff who may be affected by the proposed changes.

The relevant Employees may appoint a representative for the purposes of the procedures in this term.

If:

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

the Employer must recognise the representative.

"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 restructuring of jobs.

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

## 26.2 Employer's duty to discuss change

26.2.1 The Employer should discuss with the staff affected:

- the introduction of the changes
- the effects the changes are likely to have on staff possible
- measures to avert or mitigate the adverse effects of such changes on staff.

26.2.2 The Employer will provide in writing to the staff concerned and to their representatives if requested, all relevant information about the changes including:

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

26.2.3 The Employer will not be required to disclose confidential information which would be detrimental to the Employer's interests.

## 27 **REDUNDANCY**

### 27.1 Definition

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

### 27.2 Redundancy Disputes

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

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

27.2.2 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.

### 27.3 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.

#### 27.4 Severance Pay

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

<b>Period of continuous employment</b>	<b>Severance pay</b>
1 year or less	4 weeks pay
More than 1 year	A base payment of 4 weeks pay plus 2 weeks pay for each year of service after the first up to a maximum of 26 weeks.

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

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

#### 27.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under 27.4 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.

#### 27.6 Alternative employment

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

#### 27.7 Time off during notice period

- i. During the period of notice of termination an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- ii. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

### 28 **TERMINATION OF EMPLOYMENT**

#### 28.1 Termination by the Employer

28.1.1 Except in the case of redundancy, the Employer may terminate the employment of a staff member:

- summarily; or
- with notice, for reasons related to the staff member's conduct or performance.

28.1.2 If the Employer is considering whether to terminate a staff member's employment for reasons related to 28.1.1. the Employer must give the staff member an opportunity to be heard in defence of the allegations unless the Employer could not reasonably have been expected to give the staff member that opportunity.

## 28.2 Summary dismissal

28.2.1 The Employer may terminate a staff member's employment summarily where in the opinion of the Employer, that staff member is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period.

28.2.2 Procedure for instituting summary dismissal:

In cases where it is deemed necessary by the Executive Principal to institute summary dismissal of an Employee where allegations of serious misconduct have arisen, the Employee will usually be suspended on full pay pending completion of the following steps:

- The allegations are investigated by the Employer.
- Following investigation, the Employee and his or her representative will meet with the school and its representatives, if appropriate, to discuss the details of the allegation, the results of the Employer's investigation and the Employees explanation.
- Following this meeting the school will review the matter, and determine the outcome which will be communicated to the Employee.

28.2.3 The Employer may summarily dismiss an Employee without following the procedure at 28.2.2 if **in the opinion of the Employer** such action is warranted.

## 28.3 Conduct or Performance

28.3.1 If the Employer is considering whether to terminate a staff member's employment for reasons related to conduct or performance (other than serious misconduct), the Employer must apply the provisions of 28.4 (Performance Management.)

28.3.2 If the Employer terminates the employment of a staff member, the Employer must give notice in accordance with the notice provisions of this Agreement.

## 28.4 Performance Management

28.4.1 Performance Management will commence with the Employer advising the staff member in writing of:

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

28.4.2 Performance Management meetings will:

- include discussion of the Employer's concerns with the staff member's conduct or performance;.
- give the staff member an opportunity to respond to the Employer's concerns;
- include discussion of any counselling or assistance, where appropriate, available to the staff member;
- include documentation as appropriate;
- set periods of review, as appropriate.

28.4.3 In the event that the problem is not resolved, then the staff member's employment may be terminated. No dismissals are to take place without the staff member being given the opportunity to discuss the matter prior to the final decision being made. The staff member is entitled to representation at such a meeting.

28.4.4 If following the Performance Management process, the Employer's decision is to terminate the employment of a staff member, then the Employer must give notice in accordance with the notice provisions of this Agreement.

## **29 MEAL ALLOWANCE**

29.1 The Employer will supply a teacher with a meal or a meal allowance of \$12.00 should the Employer require a teacher to remain at school continuously until after 7 p.m. on any day or for more than five continuous hours on a weekend.

29.2 Where the Employer requires an Education Support Staff Employee to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the Employee.

The exceptions to this are:

- if an Employee could reasonably return home for a meal; or
- if it is not possible to provide a meal, the Employer will pay a meal allowance of \$12.00 to the Employee; or
- if the Employee is employed in a boarding role, to be on duty during meal times, the Employee will be entitled to the meal provided to the school's boarding students.

## **30 FEE DISCOUNT**

The fee discount refers to tuition fees for staff members with children attending the School from Early Learning Centre through to and including Year 12.

30.1 In 2011, Teachers are entitled to a 30% reduction of tuition fees for any dependent child enrolled at the school.

30.2 In 2011, non teaching staff covered by this agreement are entitled to a 44% reduction in tuition fees for any dependent child enrolled at the school.

30.3 From 2012, Teachers are entitled to a 33.33% reduction of tuition fees for any dependent child enrolled at the school.

30.4 From 2012, non teaching staff covered by this agreement are entitled to a 50% reduction of tuition fees for any dependent child enrolled at the school.

- 30.5 Part time staff working .5FTE or more are entitled to the same staff fee discount as full time staff working in like roles in the school. Part time staff working less than .5FTE are entitled to a pro rata staff fee discount calculated as follows:

$$\frac{\text{Employees FTE time fraction}}{.5} \times \text{Applicable Staff fee discount}$$

### **31 FURTHER STUDY ALLOWANCE**

- 31.1 A staff member undertaking a course of study approved by the Executive Principal can apply to the Executive Principal for financial assistance.
- 31.2 The school will make appropriate allowance for staff to participate in approved Professional Development (PD) during school time. It is expected that some PD will be completed by staff outside of normal working hours.

### **32 BREAKAGE, LOSS**

- 32.1 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.

### **33 RETURN OF SCHOOL PROPERTY**

- 33.1 Upon termination of employment all Employees shall return to the school all school property which has been issued or borrowed for their personal use or for the performance of their duties.

### **34 UNIFORMS AND PROTECTIVE CLOTHING**

- 34.1 Where an Employer requires an Education Support Staff (ESS) Employee to wear a uniform, protective clothing and/or footwear, the Employer will provide the items on a fair wear and tear basis, or the Employer may elect to reimburse the Employee for the purchase price of the items provided that the purchase of the items was first approved by the Employer.
- 34.2 The ESS Employee is responsible for the maintenance and laundering of uniforms, protective clothing and/or footwear.
- 34.3 The Employee Relations Consultative Committee will determine a uniform policy which details the items of uniform to be issued to relevant departments and how often these items will be replaced.

### **35 JURY SERVICE LEAVE**

- 35.1 Employees required to serve as jurors are entitled to leave at their ordinary rate of pay for the duration of the period of their required attendance for Jury Service. The school will continue to pay the Employee through the normal salary system.
- 35.2 Before Jury Service leave is granted the Employee is required to provide proof of the requirement to attend for jury service and any estimates of the duration of the absence from duty.
- 35.3 The Employee must pay to the school the full amount received from the court for jury service. The Employee must pay the school this money as soon as practicable and must if requested by the Executive Principal, provide evidence to the school as to the amount of any payments made to them by the court.

**36 EXAMINATION LEAVE**

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

**37 QUALIFICATION CONFERRAL LEAVE**

- 37.1 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.

**38 UNION TRAINING LEAVE AND UNION WORKPLACE RIGHTS**

- 38.1 The elected VIEU Representative on each junior campus and the senior school shall be entitled to 1 day of paid leave per year to attend VIEU training.
- 38.2 The granting of leave pursuant to this clause is subject to the operation of the school not being unduly inconvenienced. Leave shall not be unreasonably refused.
- 38.3 The Employer shall not be liable for any expenses associated with an Employee attending Trade Union Training.
- 38.4 Union Workplace Representatives shall be given access to facilities to enable them to perform their roles, including (but not limited to) telephone, fax and email facilities.
- 38.5 The Employer shall permit the union to display notices dealing with legitimate Union business on notice boards and, where requested provide an appropriate notice board in a suitable location for this purpose. Where the Employer operates an intranet or other electronic system for the dissemination of information to staff, a page will be provided, accessible to all staff, where Union notices can be posted.

## **PART 3:**

### **CONDITIONS OF EMPLOYMENT FOR TEACHERS**

#### **39 CLASSIFICATIONS AND SALARY**

- 39.1 Schedule 1A sets out the classification structure and progression arrangements,
- 39.2 Schedule 1B sets out the salary for a Teacher.

#### **40 ANNUAL LEAVE AND SCHOOL HOLIDAYS**

- 40.1 This clause applies to Teachers employed either full-time or part-time on a pro-rata basis. This clause does not apply to emergency Teachers.
- 40.2 School holidays will be not less than the periods mandated by the Victorian Government for Victorian government schools. The Employer will announce the periods of school holidays for each year prior to the commencement of that school year.
- 40.3 A Teacher is entitled to school holidays without deduction of pay. School holidays are deemed to include annual leave.
- 40.4 The Employer may reduce a Teacher's entitlement to school holidays where a Teacher has taken unpaid leave in excess of ten working days in any school year pursuant to clause 17 (Personal Leave) or clause 23 (Leave Without Pay).
- 40.5 A Teacher's entitlement to school holidays which has been reduced at the Employer's discretion under 40.4 will be calculated on the basis of one third of that Teacher's working weeks (excluding holidays already received and periods of unpaid leave).
- 40.6 Where a Teacher's entitlement to paid school holidays has been reduced pursuant to 40.4, the period which but for that reduction would have been paid school holidays will be unpaid leave (other than unpaid leave pursuant to clauses 17 and 23 and will be counted as service for all purposes of the agreement).
- 40.7 A part-time Teacher is paid during school holidays on the same proportionate basis as the Teacher's annual salary is calculated.
- 40.8 A Teacher who is employed for part only of a school year will be paid a pro rata holiday entitlement calculated on the basis of one third of that Teacher's number of working weeks (excluding paid holiday periods and periods of unpaid leave) at the rate of pay applicable at the time of school holidays or at the time that employment is terminated.
- 40.9 Public holidays that occur during school holidays for Teachers do not create an additional entitlement.
- 40.10 Annual Leave Loading
  - 40.10.1 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.

40.10.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of working weeks (excluding paid school holidays and non term time)}}{\text{Number of School's term weeks}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

#### **41 HOURS OF WORK**

41.1 The hours of work for teachers shall consist of an average of 38 hours per week averaged over a school term plus reasonable additional hours.

41.2 The parties agree that:

- (i) Teachers' work includes the work undertaken to meet their professional responsibilities. This work may be performed in other locations including, for example, the Employee's home.
- (ii) There is no set attendance requirement for teachers at the workplace beyond their scheduled duties including classroom teaching.

#### **41.3 Reasonable additional hours**

In determining whether additional hours that an Employee is required or requested by an Employer to work are reasonable additional hours, all relevant factors must be taken into account. Those factors may include, but are not limited to, the following:

In determining whether additional hours are reasonable or unreasonable for the purposes of subsections (1) and (2), the following must be taken into account:

- (a) any risk to Employee health and safety from working the additional hours;
- (b) the Employee's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the Employee is employed;
- (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e) any notice given by the Employer of any request or requirement to work the additional hours;
- (f) any notice given by the Employee of his or her intention to refuse to work the additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
- (h) the nature of the Employee's role, and the Employee's level of responsibility;
- (i) whether the additional hours are in accordance with averaging terms included under section 63 in a modern award or enterprise agreement that applies to the Employee, or with an averaging arrangement agreed to by the Employer and Employee under section 64;
- (j) any other relevant matter.

#### **42 SCHEDULED CLASS TIME**

42.1 A full time teaching load for a secondary teacher will not exceed 18 hours of scheduled class time per week.

42.2 A full time teaching load for a primary teacher will not exceed 23 hours of scheduled class time per week.

42.3 A full time teaching load for Early Learning Centre Teachers is 25 hours of scheduled class time per week

42.4 Scheduled class time shall include:

- scheduled classes allocated to the teacher during normal school time, whether that class or activity consists of a single student or a group of students.

For primary classroom teachers class time shall also include:

- time spent registering students in the morning;
- time taken supervising the class eating lunch;
- Fellowship; and
- Sport.

42.5 Scheduled class time does not include the following reasonable expectation of classroom teachers:

- Co-curricular activity sessions and camps taken by a teacher
- Yard duty
- Sport (Senior Campus)
- Mentor groups
- Chapel
- Assembly

42.6 Secondary teachers who are allocated a Mentor group are entitled to an allowance of 150 minutes per fortnight which will be counted toward scheduled class time as per this clause.

42.7 Should the Executive Principal and the affected teacher agree, a teacher may be allocated scheduled class time in excess of the limits set out in this clause.

### **43 EXTRAS**

43.1 Secondary teachers will usually be allocated no more than one extra in any teaching week save that where no suitable staff are available to take an extra, a staff member who has already taken an extra in a particular week may be required to take further extras pursuant to the school's Extra's Policy. Extras do not include replacement classes where a teacher is asked to take another class when their own class, for whatever reason, is not running.

43.2 Primary teachers who for whatever reason are not released from classroom teaching duties as per their time table on more than one occasion in a teaching week will be given compensatory extra release time. The Head of the respective junior schools will negotiate with affected staff regarding the timing of this compensatory release time but it should be made available as soon as possible following the release time being missed.

### **44 PART TIME TEACHERS**

44.1 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 12.2.

- 44.2 The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be 18 hours secondary, 23 hours primary and 25 hours in the ELC.

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

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

44.3.1 Variation of hours - part time staff

The Employer will not vary the days and times of attendance of a part time teacher by more than 10% of their allotment in any 12 month period unless:

The teacher consents; or

It can be demonstrated that such a variation is required as a result of a change in funding/curriculum/enrolment needs. In this case, 7 weeks notice in writing shall be given by the school. In the absence of the required notice and provided that the change involves a drop in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

- 44.3.2 In reaching the decision under clause 44.3.1 the School will consider the needs of the School and the family needs of the teacher.

- 44.4 If it is proposed by the Employer to reduce a teachers part time fraction by greater than 0.2FTE over a period of less than two full school years then that teacher will have the right to either accept the reduced part time position or elect to be made redundant as per clause 27 Redundancy.

## 45 LIGHT LOAD ALLOCATION

- 45.1 A teacher may request a light load allocation of 0.8FTE scheduled class time as defined in clause 42 of this agreement.
- 45.2 Appointment to Light Load Allocation must be first requested by the teacher and then agreed to by the Executive Principal.
- 45.3 A teacher on Light Load Allocation is appointed as an ongoing part time Employee as per clause 12.2 of this Agreement save that the Employer can not vary the teacher's 0.8FTE time fraction.
- 45.4 A teacher on a Light Load Allocation will receive the full-time equivalent entitlement to personal and compassionate leave. Long service leave will however, be calculated on the 0.8FTE time fraction.
- 45.5 Light Load Allocation is only available to staff on an ongoing basis. Once the teacher and the Employer have agreed in writing to the teacher moving to a Light Load Allocation, a variation of hours to full time or another part time fraction must be agreed in writing between the Employer and the teacher. Light load allocation as per this clause is only available to teachers at 0.8FTE.

- 45.6 Light load allocation is intended by the parties as a way to enable teachers at the school to participate in the academic, sporting, pastoral and community life of the school and at the same time balance this involvement with other needs and responsibilities that teacher might have.
- 45.7 A teacher on Light Load Allocation may be time tabled to teach across the full school week but the teacher may request that they be designated unavailable at some time(s) during the school week.

#### **46 NOTICE OF TERMINATION**

- 46.1 Where the Employer wishes to terminate the employment of a Teacher, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 46.2 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 seven weeks' notice if the Teacher being replaced provides notice to the Employer that the Teacher being replaced wishes to return from parental leave.
- 46.3 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B and 1D (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 46.4 Subject to clause 10, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 46.5 The notice period in this clause and in clause 10 do not apply where the Teacher is guilty of serious misconduct.

## **PART 4:**

### **CONDITIONS OF EMPLOYMENT FOR EDUCATION SUPPORT STAFF**

#### **47. ANNUAL LEAVE FOR SCHOOL OPERATIONAL SERVICES AND ADMINISTRATION SERVICES EMPLOYEES**

47.1 For each year of service with the school operational services and administration services Employees other than casual Employees are entitled to:

- a) Up until 2012, 4 weeks of paid annual leave for all school operational services Employees
- b) From 2012, 5 weeks of paid annual leave for all full time school operational services Employees
- c) 6 weeks of paid annual leave for all school administration services Employees

Full time school operational services Employees will be credited with 2 additional days of annual leave as of the operational date of this agreement. Part-time school operational Employees will receive pro rata of this.

#### 47.2 Accrual of leave and pro rata annual leave, school operational services and administration services Employees

47.2.1 Employees other than those entitled to paid school holidays accrue paid annual leave progressively during a year of service according to the Employee's ordinary hours of work, and accumulate unused leave from year to year.

#### 47.3 Taking Paid Annual Leave school operational services and administration services Employees

47.3.1 Paid annual leave may be taken for a period agreed between an Employee and his or her Employer although the Employer may require an Employee to take a period of paid annual leave during the Christmas close down period.

47.3.2 The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

#### 47.4 Annual Leave and Public Holidays school operational services and administration services Employees

47.4.1 If the period during which an Employee takes paid annual leave includes a day or part day that is a public, the Employee is taken not to be on paid annual leave on that public holiday.

47.4.2 If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) or a period of absence from employment due to community service leave, the Employee is taken not to be on paid annual leave for the period of that leave or absence.

#### 47.5 Payment for Annual Leave school operational services and administration services Employees

47.5.1 If in accordance with this agreement, an Employee takes a period of paid annual leave, the Employer must pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work for the period.

47.5.2 If when the employment of the Employee ends, the Employee has a period of untaken paid annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave.

47.6 Paid leave in advance of accrued entitlement for operational services and administration services Employees

47.6.1 An Employer may allow an Employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an Employee in excess of the Employee's accrued entitlement, and the Employee subsequently leaves or is discharged from the service of the Employer before completing the required amount of service to account for the leave provided in advance, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the Employee upon termination of employment.

**48 ADDITIONAL LEAVE SCHOOL OPERATIONAL SERVICES AND ADMINISTRATION SERVICES EMPLOYEES**

48.1 The Employer may engage and require school operational services or administration services 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).

48.2 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 an Employee to work.

48.3 An Employee is entitled to public holidays falling during additional leave.

48.4 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.

48.5 The annual salary of a school operational services and administration services 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 school operational services and administration services Employee.

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

**C** = full-time weekly salary

**D** = the proportion of full-time hours the school operational services and administration services Employee will be working, if employed on a part-time basis

**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 school operational services and administration services Employee may change the additional leave arrangements by mutual agreement.

- 48.6 As additional leave is not paid leave, the remuneration of an Employee entitled to additional leave will be annualised and paid in equal instalments throughout the year in accordance with clause 16 (Payment Arrangements).
- 48.7 Employees 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 Employee works.
- 48.8 Where an Employee has not accrued sufficient annual leave to be taken during, the shut down period, the Employee will be entitled to leave which will be unpaid.

**49 ANNUAL LEAVE AND SCHOOL HOLIDAYS FOR INSTRUCTIONAL SERVICES, WELLBEING SERVICES, NURSING SERVICES, CLASSROOM SUPPORT, PRESCHOOL /CHILDCARE SERVICES, BOARDING SERVICES AND CURRICULUM RESOURCE SERVICES EMPLOYEES**

- 49.1 Instructional services, wellbeing services, nursing services, classroom support, preschool /childcare services, boarding services and curriculum resource services Employees are entitled to paid School Holidays, which is inclusive of the NES entitlement to paid annual leave.
- 49.2 Employees 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 Employee works.
- 49.3 Where an Employee has not accrued sufficient annual leave to be taken during, the shut down period, the Employee will be entitled to leave which will be unpaid.
- 49.4 The salary for Employees under this clause is at Schedule 2B and takes this period of additional leave into account.
- 49.5 An Employee is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 49.6 An Employee 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:

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

**50 ANNUAL LEAVE LOADING FOR ALL EDUCATION SUPPORT STAFF EMPLOYEES.**

- 50.1 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.
- 50.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of working weeks (excluding paid school holidays and non term time)}}{\text{Number of School's term weeks}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

## **51 NOTICE OF TERMINATION**

- 51.1 Where the Employer wishes to terminate the employment of an Education Support Staff member, 4 weeks notice in writing, or full payment in lieu, will be provided to the Education Support Staff member. Where an Education Support Staff member is entitled to School Holidays, notice is to be given wholly within the one school term.
- 51.2 In addition to the period of notice specified above, an Education Support Staff member over 45 years of age at the time of being given notice with not less than 2 years of continuous service will be entitled to an additional week's notice.
- 51.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2A that an Education Support Staff member would have received by working during the notice period in the Education Support Staff member's employment had not been terminated.
- 51.4 An Education Support Staff member must provide the Employer with a minimum of 4 weeks notice in writing. Where an Education Support Staff Member is entitled to School Holidays, notice is to be given wholly within the one school term.
- 51.5 The notice period in clauses 51.1 and 51.2 does not apply where the Education Support Staff member is guilty of serious misconduct.

## **52 CLASSIFICATIONS AND WAGES**

- 52.1 All Education Support Staff Employees must be classified and paid according to the structure set out in Schedule 2A.
- 52.2 The Employer must advise an Employee in writing of their classification and of any changes to their classification.

## **53 CARETAKERS' ACCOMMODATION**

- 53.1 An Employee who is employed as a caretaker and who is required by the Employer to reside in premises provided by the Employer, will be provided with living quarters, fuel and light at no cost to the Employee.
- 53.2 The on call and recall allowances in clause 54 do not apply to a caretaker provided with accommodation.

## **54 ON CALL AND RECALL ALLOWANCE**

### **54.1 On call allowance**

An on call allowance will be paid to an Employee who is required by an Employer to hold themselves available to be recalled to work. The Employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the Employee is required to be on call.

### **54.2 Recall allowance**

An Employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

### 54.3 Exceptions

The on call and recall allowances do not apply to:

54.3.1 an Employee paid a sleepover allowance in accordance with Clause 56; or

54.3.2 an Employee provided at no cost with reasonable accommodation, including living quarters, fuel and light.

## **55 SLEEPOVER ALLOWANCE**

55.1 Where the Employer requires an Education Support Staff member, other than a boarding supervision services Employee, GAP Assistant or Outdoor Education Assistant, to sleepover on the Employer's premises or at a school camp site for a period outside that of the Employee's normal rostered hours, the Employee will be paid \$150 for each overnight sleepover.

## **56 TOOL ALLOWANCE**

56.1 Where an Employer does not provide all of the tools necessary for a tradesperson to perform their work, the tradesperson will be paid an allowance of \$23.95 per fortnight extra for supplying and maintaining tools ordinarily required in the performance of their work save that the school will in addition pay for 50% of the repair cost of any electric tool damaged in use by the tradesperson in their work at the school provided that the Executive Principal or the Executive Principal's delegate has approved that tool for use as part of the tradespersons work at the school. This amount may be increased by the school from time to time in consultation with the affected tradesperson. The school will not be liable for any loss of a tradesperson's tools including through theft from the school premises.

## **57 VEHICLE ALLOWANCE**

57.1 Employees will not be required by the Employer to use their own motor vehicle in the performance of duties but where the Employer and the Employee agree for the Employee to use their own motor vehicle a rate of 30c per kilometre will be paid. This rate may be adjusted from time to time by the Employer.

57.2 Where an Employer provides a motor vehicle which is used by an Employee in the performance of the Employee's duties the Employer must pay all expenses including registration, running and maintenance.

## **58 HOURS OF WORK AND RELATED MATTERS**

### 58.1 Ordinary hours of work

Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with clause #

The ordinary hours of work may be averaged over a period of a fortnight or four weeks. The exception to this is a curriculum/resources services Employee employed in outdoor education, or a boarding supervision services Employee whose hours of work may be averaged over a period of up to 12 months. Where a boarding supervision services Employee's hours of work are averaged over a period of 12 months, they will be paid the applicable rate

as per Schedule 2B, excluding periods of unpaid leave provided for in this award or the NES.

The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:

58.1.1 On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:

- Classroom support services;
- Curriculum/education resources;
- Wellbeing services;
- School administration services; or
- School operational services

58.1.2 On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services Employees in the following groups:

- Construction, plumbing, carpentry, painting and other trades;
- Cleaning, maintenance, school facilities management; or
- Bus driving

58.1.3 On any day from Monday to Friday between 6.30 am and 6.30 pm for the following Employees:

- Preschool/childcare/out of school hours care services; or
- Nursing services.

58.1.4 On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance Employees.

58.1.5 On any day from Monday to Saturday between 6.00 am and 6.00 pm for the following Employees:

- Curriculum/education resources—outdoor education only; or
- Instructional services.

58.1.6 On any day Monday to Sunday between 6.00 am and 10.30 pm for the following Employees:

- Boarding supervision services; or
- School operational services—security/caretaking and cooking, catering, housekeeping and laundry services only.

Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

58.2 An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.

58.2.1 Where the part time Employee's hours are averaged:

- 58.2.1.1 the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 58.1, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
- 58.2.1.1 in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- 58.2.2 Where the Employee's hours are not averaged:
  - 58.2.2.1 the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 0, and do not result in the Employee working more than eight hours on that day; and
  - 58.2.2.2 in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- 58.2.3 Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- 58.2.4 Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this agreement or the NES.

## **59 BREAKS BETWEEN PERIODS OF DUTY**

- 59.1 An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- 59.2 Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- 59.3 The entitlements in clauses 59.1 and 59.2 do not apply to:
  - 59.3.1 a boarding supervision services Employee, where the periods of duty are concurrent with a sleepover;
  - 59.3.2 an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
  - 59.3.3 an Employee who is attending a school camp or excursion; or
  - 59.3.4 an Employee working a broken shift.

## **60 ROSTERED DAYS OFF**

An Employer and **school operational services** Employee may agree that the ordinary hours of work will be worked over 19 days in each four week period, in which case the following provisions will apply.

- 60.1 The Employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- 60.2 An Employee will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take rostered days off.
- 60.3 Each day of paid leave taken by an Employee (but not including long service leave, any period of stand-down, or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under this clause.
- 60.4 Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.
- 60.5 An Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 60.6 An Employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the Employee has accrued.
- 60.7 An Employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the Employee has accrued
- 60.8 Rostered days off will be determined by mutual agreement between the Employer and the Employee, having regards to the needs of the school
- 60.9 An Employee will be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty.

## **61 BREAKS**

### **61.1 Meal break**

An Employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

### **61.2 Rest break**

61.2.1 At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.

61.2.2 Notwithstanding 61.2.1, an Employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

## **62 SHIFTWORK**

### **62.1 Ordinary hours for shiftwork**

The ordinary hours for shiftwork will:

62.1.1 be worked continuously each shift (except for broken shifts and meal breaks);

62.1.2 not exceed 10 hours, inclusive of a meal break in any single shift; and

62.1.3 be rostered in accordance with clause 63.

## 62.2 Definitions

The following shift definitions apply:

62.2.1 **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause ##;

62.2.2 **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in clause ##;and at or before midnight;

62.2.3 **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

## 62.3 Broken shifts and Unsociable Hours

62.3.1 An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.

62.3.2 An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate. Employees working before 6.00am who are not working a broken shift will only be paid the 15% penalty for the hours worked prior to 6.00am.

62.3.3 The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

62.3.4 The provisions of clause 62.3.3 do not apply to a boarding supervision services Employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the Employee for their use , at no cost to the Employee.

## 63 **ROSTERING**

63.1 For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.

63.2 An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 64 Penalty Rates.

63.3 A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.

63.4 Notwithstanding clause 63.3 a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.

63.5 Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

## **64 PENALTY RATES**

### **64.1 Saturday and Sunday work**

An Employee other than an Employee covered by clause 64.1.3 required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

64.1.1 for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and

64.1.2 for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

64.1.3 Except that a school operational services Employee in the cooking/catering group, or a boarding supervision services Employee who is not working averaged hours in accordance with the provisions of clause 0, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

64.2 The penalty rates within this clause and in clause 65—Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

## **65 OVERTIME**

### **65.1 Overtime rates**

65.1.1 An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

<b>Time worked</b>	<b>Overtime rate</b>
Monday–Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

65.1.1 Except that a nursing services Employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.

65.1.2 Overtime will be calculated daily.

### **65.2 Time off instead of overtime payment**

65.2.1 An Employee and an Employer may agree that an Employee will be provided with time off instead of being paid an overtime payment for

all authorised work performed outside of or in excess of the ordinary or rostered hours.

65.2.2 Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

65.2.3 Where an Employee and an Employer have agreed to time off instead of overtime payment under clause 65.2.1 and such time has not been taken:

65.2.3.1 within four weeks of accrual; or

65.2.3.2 during the non-term weeks agreed in writing between an Employee and an Employer;

an Employer must, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked.

**EXECUTION PAGE ATTACHED UNDER SEPARATE COVER**

EXECUTED as an Agreement this 6<sup>th</sup> day of July 2011.

**EMPLOYER REPRESENTATIVE**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name in full (printed): \_\_\_\_\_

Position title: \_\_\_\_\_

Authority to sign explained: \_\_\_\_\_

\_\_\_\_\_

Witnessed by: \_\_\_\_\_

Witness name in full: \_\_\_\_\_

Witness address: \_\_\_\_\_

\_\_\_\_\_

**EMPLOYEE REPRESENTATIVE**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name in full (printed): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witnessed by: \_\_\_\_\_

Witness name in full: \_\_\_\_\_

Witness address: \_\_\_\_\_

\_\_\_\_\_

## **SCHEDULE 1A:**

### **CLASSIFICATION STRUCTURE (TEACHERS)**

#### **1A.1 Teachers with full and provisional registration**

1 A.1.1 Teachers holding full or provisional registration will commence at level 1 and 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.

1A.1.2 Progression to Level 10 is conditional upon the teacher having been at Level 9 for at least the equivalent of a school year and that teacher being able to demonstrate that they have met the following criteria:

- Commitment to professional development and professional learning.
- Willingness and ability to work as part of a team
- Contribution to curriculum development in relevant subject area
- Dynamic and effective classroom teaching practice
- Contribution to co curricular life of the school community

Teachers applying to progress to Level 10 need to apply in writing to the Executive Principal addressing the criteria above. Applications should be no more than 500 words in length.

The Executive Principal has absolute discretion in the first instance as to whether to approve progression. Where a teacher applies a second time and the Executive Principal does not approve the progression, the application will be passed on to a peer review panel (to be made up of teaching representatives on the ERCC and the VIEU nominee) for determination. The peer review panel will determine whether the applicant progresses.

1A.1.3 Progression to Level 11 from Level 10 is automatic upon the completion of the equivalent of a school year.

#### **1A.2 Permission to Teach Teachers**

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 Acquisition of Additional Qualifications**

1A.3.1 Subject to Clause 1A.1, a three or four-year Trained teacher who acquires additional qualifications relevant to education equivalent to Master's Degree level is entitled to be credited with an additional year of experience, for Teachers up to and including Level 8 of the teacher classification scale.

1A.3.2 A Teacher is required to notify the Employer in writing of the acquisition of the Qualification. The written notice must be accompanied by satisfactory evidence of acquisition, which, ordinarily, will include a certified copy of the award and transcript results.

1A.3.3 The advancement will take effect:

- (a) from the commencement of the next School Year where the Teacher gains the qualification at the end of the tertiary year, or
- (b) immediately from the notification of attainment, with the Teacher's original anniversary date retained, where the Teacher gains the qualification during the year.

1A.3.4 Notwithstanding anything to the contrary, entitlement derived from the acquisition of the additional qualifications will not pre-date the written notification and will not apply to qualifications acquired prior to this Agreement coming into effect.

## SCHEDULE 1B:

### SALARIES (TEACHERS)

#### 1B.1 Annual Salary

The annual salary for a Full-Time Teacher will be not less than that prescribed by the following table.

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#### GIPPSLAND GRAMMAR 2011 SALARY SCALE FOR TEACHERS

Level 1	\$56,391.00
Level 2	\$58,619.00
Level 3	\$60,847.00
Level 4	\$63,075.00
Level 5	\$65,303.00
Level 6	\$67,531.00
Level 7	\$70,344.00
Level 8	\$73,159.00
Level 9	\$75,972.00

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#### Advancement by application to Level 10

Level 10	\$78,786.00
Level 11	\$83,875.00

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#### 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.

#### 1 B.4 Casual Rate of Pay

The casual rate of pay will not be less than the rate prescribed by the Award.

## **SCHEDULE 1C:**

### **POSITIONS OF RESPONSIBILITY STRUCTURE (TEACHERS)**

#### **1C.1 Eligibility**

1C.1.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care, Education leadership and/or other duties additional to those usually required of Teachers by the Employer.

1C.1.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.

1C.1.3 The Executive Principal determines who is eligible for the rate of pay.

#### **1C.2 Notification**

1C.2.1 The Executive Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid.

1C.2.2 The Executive Principal will advise the Teacher of the level to which the position equates in accordance with 1C.3.

#### **1C.3 Structure of responsibility rates of pay**

Due to the diverse nature of the roles and associated salary a full scale is not included but is available to all staff upon request.

## SCHEDULE 2A:

### 2A.1 DETAILS OF CLASSIFICATION STRUCTURE EDUCATION SUPPORT STAFF

#### 2A.1.1 Definition 1: Supervision

**Close supervision:** clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

**Routine supervision:** direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

**General direction:** direction is provided on the assignments to be undertaken, with the Employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.

**Broad direction:** direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. Performance will be measured against objectives.

#### 2A.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

**(a) Year 12**

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

**(b) Trade certificate**

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

**(c) Post-trade certificate**

A course of study over and above a trade certificate and less than a Certificate IV.

**(d) Certificates I and II**

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

**(e) Certificate III**

A course that provides a range of well-developed skills and is comparable to a trade certificate.

**(f) Certificate IV**

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

**(g) Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

**(h) Advanced diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

**(i) Degree**

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

**(j) Postgraduate degree**

A recognised postgraduate degree, over and above a degree as defined above.

**NOTE:** Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

**2A.1.3 Definition 3: Classification dimensions**

**(a) Competency**

The skill, complexity and responsibility of tasks typically required at each classification level.

**(b) Judgment, independence and problem solving**

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

**(c) Level of supervision**

This dimension covers both the way in which Employees are supervised or managed and the role of Employees in supervising or managing others.

**(d) Training level or qualifications**

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

**(e) Occupational equivalent**

Examples of occupations typically falling within each classification level.

**(f) Typical activities**

Examples of activities typically undertaken by Employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

**2A.2 COMMENCEMENT LEVEL AND PROGRESSION**

2A.2.1 Where there is more than one minimum pay point for a classification level an Employee will be eligible for movement to the next highest pay point within the classification level after each 12 month period..

The commencement levels for Employees will be as follows:

<b>Classification</b>	<b>Commencement level</b>
School operations services grade 1	Level 1.1
School administration services grade 1	Level 1.2
Classroom support services grade 1	Level 1.3
Preschool/childcare services grade 1	
Classroom support services grade 2	Level 2.1
Curriculum/resources services grade 1	
Preschool/childcare services grade 2	
Boarding supervision services grade 1	
Wellbeing services grade 1	
School administration services grade 2	
School operational services grade 2	
Classroom support services grade 3	Level 3.1
Curriculum/resources services grade 2	
Preschool/childcare services grade 3	
Boarding supervision services grade 2	
School administration services grade 3	
School operational services grade 3	

<b>Classification</b>	<b>Commencement level</b>
Curriculum/resources services grade 3	Level 4.1
Preschool/childcare services grade 3A	
Boarding supervision services grade 3	
Wellbeing services grade 2	
School administration services grade 4	
School operational services grade 4	Level 4.2
Instructional services grade 1	
Curriculum/resources services grade 4	Level 5.1
Preschool/childcare services grade 4	
Boarding supervision services grade 4	Level 6.1
School administration services grade 5	
School operational services grade 5	
Instructional services grade 2	
Preschool/childcare services grade 5	
Instructional services grade 3	Level 7.1
Wellbeing services grade 3	
Nursing services grade 1	
School administration services grade 6	
School operational services grade 6	
Wellbeing services grade 4	Level 7.2
Nursing services grade 2	
School administration services grade 7	Level 7.3
Preschool/childcare services grade 6 (1–39 places)	
Preschool/childcare services grade 6 (40–59 places)	Level 8
Nursing services grade 3	
Preschool/childcare services grade 6 (60 or more places)	Level 8
Wellbeing services grade 5	
School administration services grade 8	

## 2A.3 CLASSIFICATIONS

### Level 1

An Employee at this level will learn and gain competency in the basic skills required by the Employer. In the event that the increased skills/competency are required and utilised by the Employer, classification to a higher level within the structure may be possible.

#### (a) Competency

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

#### (b) Judgment, independence and problem solving

The Employee follows standard procedures in a predefined order. The Employee resolves problems where alternatives for the Employee are limited and the required action is clear or can be readily referred to a more senior Employee.

#### (c) Level of supervision

Close supervision or, in the case of more experienced Employees working alone, routine supervision.

#### (d) Training level or qualifications

An Employee is not required to have formal qualifications or work experience upon engagement. An Employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the Employees with whom the Employee will be working.

#### (e) Typical activities

##### (i) Classroom support services grade 1

- Providing general assistance of a supportive nature to teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general Employee or a teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
- Assisting teachers with the care of students on school excursions, sports days and other classroom activities
- *Occupational equivalent:* teacher aide/assistant, integration aide/assistant

**(ii) Preschool/childcare services grade 1**

- Learning and implementing the policies, procedures and routines and the requisite basic skills
- Learning how to establish relationships and interacting with children
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Assisting in the development of good relations with families attending the facility
- Performing basic duties, including food preparation, cleaning or gardening
- *Occupational equivalent:* childcare assistant, outside school hours assistant, preschool assistant, kindergarten assistant

**(iii) School administration services grade 1**

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering
- *Occupational equivalent:* clerical assistant, data entry operator, front desk/reception assistant

**(iv) School operational services grade 1**

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment

- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the Employee's work
- Performing general laundry duties
- Performing general house assistant duties in a boarding house, such as cleaning
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- *Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

## **Level 2**

An Employee at this level performs work above and beyond the skills of an Employee at Level 1.

### **(a) Competency**

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

### **(b) Judgment, independence and problem solving**

- (i)** Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will

sometimes choose between a range of straightforward alternatives.

- (ii) An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

**(c) Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where Employees are working alone, less direct guidance and some autonomy may be involved.

**(d) Training level or qualifications**

Level 2 duties typically require:

- (i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- (ii) completion of Year 12 without work experience;
- (iii) completion of Certificates I or II with work related experience; or
- (iv) an equivalent combination of experience and training.

**(e) Typical activities**

**(i) Classroom support services grade 2**

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- *Occupational equivalent:* teacher aide/assistant, integration aide/assistant

**(ii) Curriculum/resources services grade 1**

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments

- Assisting students and teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer 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 relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

**(iii) Preschool/childcare services grade 2**

- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines
- Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
- Understanding and working according to the policies and procedures associated with the children's program
- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee

- Demonstrating knowledge of hygienic handling of food and equipment
  - *Occupational equivalent:* childcare assistant
- (iv) Boarding supervision services grade 1**
- Performing basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and general functions of the boarding house
  - Applying domestic and interpersonal skills
  - *Occupational equivalent:* boarding house assistant
- (v) Wellbeing services grade 1**
- Providing first aid services, as the designated first aid officer in the school
  - *Occupational equivalent:* first aid officer
- (vi) School administration services grade 2**
- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
  - *Occupational equivalent:* clerical assistant
- (vii) School operational services grade 2**
- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
  - Undertaking general gardening tasks including the preparation and planting procedures
  - Laundry duties requiring the application of limited discretion
  - Operating, maintaining and adjusting turf machinery under general supervision
  - Applying fertilizers, fungicides, herbicides and insecticides under general supervision
  - Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
  - Driving a bus with a carrying capacity of 25 or more passengers
  - *Occupational equivalent:* non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

### **Level 3**

An Employee at this level performs work above and beyond the skills of an Employee at Level 2.

#### **(a) Competency**

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

**(b) Judgment, independence and problem solving**

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

**(c) Level of supervision**

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other Employees may be required. When Employees are working alone, they may work semi-autonomously.

**(d) Training level or qualifications**

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (i)** completion of a trades certificate or Certificate III;
- (ii)** completion of Year 12 or a Certificate II, with relevant work experience; or
- (iii)** an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

**(e) Typical activities**

**(i) Classroom support services grade 3**

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students
- *Occupational equivalent:* student services co-ordinator

**(ii) Curriculum/resources services grade 2**

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with teachers)
- *Occupational equivalent:* library technician, laboratory technician, technology centre technician

**(iii) Preschool/childcare services grade 3**

- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified Employees

- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained Employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations
- *Occupational equivalent:* childcare assistant

**(iv) Boarding supervision services grade 2**

- Deputising from time to time for the person in charge of the boarding house, while undertaking the basic duties
- *Occupational equivalent:* senior boarding house assistant

**(v) School administration services grade 3**

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, Employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- *Occupational equivalent:* administration assistant, office supervisor, accounts clerk, school secretary (small school)

**(vi) School operational services grade 3**

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating the school canteen, uniform shop or book shop, including supervision of Employees and volunteers

- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of school property
- *Occupational equivalent:* tradesperson, retail function co-ordinator, security officer, caretaker

#### **Level 4**

An Employee at this level performs work above and beyond the skills of an Employee at Level 3.

##### **(a) Competency**

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

##### **(b) Judgment, independence and problem solving**

Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The Employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

##### **(c) Level of supervision**

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general

direction. May supervise or co-ordinate others to achieve objectives, including liaison with Employees at higher levels. May undertake stand-alone work.

**(d) Training level or qualifications**

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a diploma level qualification with relevant work related experience;
- (ii) completion of a Certificate IV with relevant work experience;
- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv) completion of a Certificate III with extensive relevant work experience; or
- (v) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Curriculum/resources services grade 3**

- Demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with teachers on curriculum matters
- Assisting careers advisor/counsellor
- *Occupational equivalent:* senior technician in a library, laboratory or technology centre, careers placement officer

**(ii) Preschool/childcare services grade 3A**

- Exercises similar responsibilities as a grade 3 but an Employee at this level has a Diploma in Children's Services.
- *Occupational equivalent:* childcare assistant

**(iii) Boarding supervision services grade 3**

- Managing a boarding house, with significant responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other boarding supervision Employees
- *Occupational equivalent:* boarding house supervisor, manager or co-ordinator

**(iv) Wellbeing services grade 2**

- Providing support and guidance to students
- Providing welfare services to students
- *Occupational equivalent:* youth welfare officer

**(v) School administration services grade 4**

- Responsibility for the smooth and efficient financial administration of a small school
- Responsibility for both secretarial and financial administration of a school office in a small school
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
- *Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), Executive Principal's secretary, school development officer

**(vi) School operational services grade 4**

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties

- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- *Occupational equivalent:* advanced tradesperson, head grounds person (medium or large school)

**(vii) Instructional services grade 1**

- Instructing individual students as part of an extra-curricula instrumental music program
- Providing assistance in the training and coaching of individuals and teams in various sporting disciplines
- *Occupational equivalent:* instrumental music tutor, sports coach

**Level 5**

An Employee at this level performs work above and beyond the skills of an Employee at Level 4.

**(a) Competency**

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

**(b) Judgment, independence and problem solving**

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

**(c) Level of supervision**

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

**(d) Training level or qualifications**

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;

- (iii) completion of a diploma qualification and at least two years' subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Curriculum/resources services grade 4**

- Providing specialist technical advice, direction and assistance in the Employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level
- *Occupational equivalent:* professional assistant

**(ii) Preschool/childcare services grade 4**

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- Responsibility for the direction and general supervision of lower level Employees
- Ensuring a safe environment is maintained for children and Employees
- Ensuring that records are maintained accurately for each child in the Employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families
- *Occupational equivalent:* childcare assistant

**(iii) Boarding supervision services grade 4**

- Responsibility to the Executive Principal of a school for the overall supervision of the recreational and personal welfare of all students and has overall responsibility for the administration of two or more boarding houses or a very large boarding house
- *Occupational equivalent:* head of boarding (large school)

**(iv) School administration services grade 5**

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions

- Providing designated support to senior management and associated committees concerning designated aspects of school management
  - Overseeing the operations of the school's office and other administrative activities
  - Ensuring deadlines and targets are met
  - Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
  - Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
  - *Occupational equivalent:* human resources officer, office supervisor (large school), school development officer
- (v) School operational services grade 5**
- Managing a range of functions
  - *Occupational equivalent:* assistant property manager (large school), property manager (medium school)
- (vi) Instructional services grade 2**
- Preparing instrumental music students for external examination in their discipline as part of an extra-curricula program
  - Coaching and trains sporting teams for external competition
  - *Occupational equivalent:* music tutor, sports coach, trainer

## **Level 6**

An Employee at this level performs work above and beyond the skills of an Employee at Level 5.

### **(a) Competency**

- (i)** Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- (ii)** Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- (iii)** Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv)** Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.

(v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

**(b) Judgment, independence and problem solving**

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

**(c) Level of supervision**

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general Employees. Supervision is present to review established objectives.

**(d) Training level or qualifications**

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Preschool/childcare services grade 5**

- *Occupational equivalent:* operating as the assistant director:
  - Responsibility for co-ordinating and directing the activities of Employees, including the Employees engaged in the implementation and evaluation of developmentally appropriate programs
  - Contributing, through the director, to the development of the facility or policies and procedures
  - Co-ordinating operations, including occupational health and safety, program planning, staff training
  - Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues
- *Occupational equivalent:* operating as the co-ordinator:

- Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising Employees, trainees and students on placement and assisting in administrative functions

**(ii) Wellbeing services grade 3**

- Performing guidance and counselling, within defined accountabilities
- Providing specialist health services and/or therapy services to students
- *Occupational equivalent:* psychologist, speech therapist, occupational therapist

**(iii) Nursing services grade 1**

- Providing primary nursing care with its associated administrative responsibilities
- *Occupational equivalent:* school nurse

**(iv) School administration services grade 6**

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and Employees on the Employee's area of expertise
- Responsibility for professional development of other Employees
- Contributing to operational and strategic planning in the area of responsibility
- *Occupational equivalent:* public relations manager/director, school development manager

**(v) School operational services grade 6**

- Managing a range of functions
- *Occupational equivalent:* property manager

**(vi) Instructional services grade 3**

- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these
- Supervising other coaching staff and managing sporting facilities
- *Occupational equivalent:* choir master, conductor, head coach

## **Level 7**

An Employee at this level performs work above and beyond the skills of an Employee at Level 6.

### **(a) Competency**

- (i)** Within constraints set by management, Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An Employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- (ii)** An Employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the Employee may be a recognised authority in a specialised area.

### **(b) Judgment, independence and problem solving**

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of Employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

### **(c) Level of supervision**

Broad direction. May manage other Employees including general Employees.

### **(d) Training level or qualifications**

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i)** a degree with at least four years of subsequent relevant experience;
- (ii)** extensive experience and management expertise in technical or administrative fields; or
- (iii)** an equivalent combination of relevant experience and/or education/training.

### **(e) Typical activities**

#### **(i) Preschool/childcare services grade 6**

- Responsibility as a director, being responsible for the overall management and administration of the facility, including:
- Supervising the implementation of developmentally appropriate programs for children

- Recruiting staff in accordance with relevant regulations, as directed by the Executive Principal
- Maintaining day-to-day accounts and handling all administrative matters
- Ensuring that the facility adheres to all relevant regulations and statutory requirements
- Ensuring that the facility meets or exceeds quality assurance requirements
- Liaising with families and outside agencies
- Formulating and evaluating annual budgets
- Providing professional leadership and development to Employees
- Developing and maintaining policies and practices for the facility
- *Occupational equivalent:* childcare centre director

**(ii) Wellbeing services grade 4**

- Managing counselling services with more than one psychologist under supervision
- *Occupational equivalent:* head of school counselling (small or medium school), senior therapist

**(iii) Nursing services grade 2**

- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties
- *Occupational equivalent:* school nurse

**(iv) School administration services grade 7**

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
- Providing financial advice to the Executive Principal or the business manager
- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (medium school)

## Level 8

An Employee at this level performs work above and beyond the skills of an Employee at Level 7.

### (a) Competency

Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

### (b) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

### (c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.

### (d) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

### (e) Typical activities

#### (i) Preschool/childcare services grade 6

- Responsibilities are the same as for a grade 6 classified at Level 7
- This level applies where the number of places in the centre exceeds 60

#### (ii) Wellbeing services grade 5

- Manages a counselling or multi-disciplinary service in a large school
- *Occupational equivalent:* manager of counselling services

#### (iii) Nursing services grade 3

- Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-

ordination, administration and management of health service and who is in charge of or directs the activities of other Employees of the school's health service

- *Occupational equivalent:* nurse in charge

**(iv) School administration services grade 8**

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
- Undertaking the role of an assistant bursar/business manager in a large school
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (large school), assistant bursar/business manager (large school)

**Schedule 2B**

**SALARIES – EDUCATION SUPPORT STAFF**

**GIPPSLAND GRAMMAR  
2011 SALARY STRUCTURE FOR EDUCATION SUPPORT STAFF**

<b>Level 1</b>		
1.1	\$	30,700.00
1.2	\$	32,000.00
1.3	\$	33,500.00
1.4	\$	35,000.00
<b>Level 2</b>		
2.1	\$	35,500.00
2.2	\$	36,500.00
2.3	\$	37,500.00
2.4	\$	38,500.00
<b>Level 3</b>		
3.1	\$	37,000.00
3.2	\$	38,000.00
3.3	\$	39,000.00
3.4	\$	41,000.00
<b>Level 4</b>		
4.1	\$	39,500.00
4.2	\$	41,500.00
4.3	\$	43,000.00
4.4	\$	45,000.00
<b>Level 5</b>		
5.1	\$	48,000.00
5.2	\$	49,500.00
5.3	\$	51,500.00
5.4	\$	53,500.00
<b>Level 6</b>		
6.1	\$	61,800.00
6.2	\$	64,000.00
6.3	\$	65,500.00
6.4	\$	67,000.00
<b>Level 7</b>		
7.1	\$	75,000.00
7.2	\$	76,500.00
7.3	\$	78,000.00
7.4	\$	80,000.00
<b>Level 8</b>		
8.1	\$	82,000.00
8.2	\$	84,000.00
8.3	\$	86,000.00
8.4	\$	88,000.00

## **Supported Wages Scheme**

An Employee who meets the eligibility criteria under the relevant award may be employed under a Supported Wages System or the National Training Wage as per the relevant schedule in the Educational Services (Schools) General Staff Award 2010 .

## **Higher duties**

- An Employer may direct an education support staff Employee to temporarily perform duties applicable to a classification higher than their current classification.
- Where the Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- Where the Employee is a school operational services Employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.