

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as The King David School Teachers Agreement 2008-2011 (the 'Agreement') and is an Employee Collective Agreement made pursuant to section 327 of the *Workplace Relations Act 1996* (Cth.).

2. ARRANGEMENT

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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 Where the Agreement passes the no-disadvantage test, the Agreement will be operative from the seventh day after the date specified in the notice issued by the Workplace Authority.
- 3.2 The nominal expiry date of the Agreement is 31 January 2012.

4 PARTIES BOUND

This Agreement binds:

- i. the Employer; and
- ii. Teachers, which includes Kindergarten Teachers and School Teachers, including Permission to Teach Teachers.

5 RELATIONSHIP TO AWARDS

This Agreement replaces the Awards.

6 DEFINITIONS

Act	means the <i>Workplace Relations Act 1996 (Cth.)</i>
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Australian Fair	means Part 7 (The Australian Fair Pay and Conditions Standard)
Pay and Conditions Standard	of the <i>Workplace Relations Act 1996 (Cth.)</i>
Act	means the <i>Workplace Relations Act 1996 (Cth.)</i>
Award	means the <i>Victorian Independent Schools - Teachers - Award 1998</i> and the <i>Victorian Independent Schools - Early Childhood Teachers – Award 2004</i> and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Basic Periodic Rate of Pay	means the rate of pay from the relevant Australian Pay and Classification Scale for a period worked, as defined by Division 2 of Part 7 (The Australian Fair Pay and Conditions Standard) of the <i>Workplace Relations Act 1996 (Cth.)</i>
Casual Teacher	means a Teacher employed pursuant to subclause 8.4 (clause 8 – Modes of Employment) of this Agreement

Commission	means the Australian Industrial Relations Commission
Council	means the governing body of The King David School
Employee	means a person employed by the Employer to teach students in the Kindergarten Educational Programme or the School Educational Programme
Employer	means The King David School (ACN 005 454 704)
Experience	means experience of teaching after achieving the qualifications necessary for registration as a Teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Face-to-Face Teaching	means timetabled classes, including homeroom duties (where applicable), for Teachers teaching in the School Educational Programme (Prep – Year 12)
Fixed Term Teacher	means a Teacher employed pursuant to subclause 8.3 (clause 8 – Modes of Employment) of this Agreement
Full Time Teacher	means a Teacher employed pursuant to subclause 8.1 (clause 8 – Modes of Employment) of this Agreement.
Immediate Family	means spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Teacher. A de facto spouse means a person who lives with the Teacher as his or her husband or wife on a bona fide domestic basis, although not legally married to the Teacher; and child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Teacher or spouse of the Teacher
Kindergarten Programme	means an educational programme for three-, four- and five-year old children. The Kindergarten Programme does not include child care services.
Kindergarten Co-ordinator	means an employee who is responsible for all kindergarten groups at the Southwick Campus (117 Kooyong Road,
Kindergarten Teacher	means a teacher, including the Kindergarten Coordinator, who is employed to teach children in the Kindergarten Programme and is required to hold a four-year post-secondary qualification in early childhood education
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than

	the school holidays mandated by the Victorian government for Victorian government school teachers (less four (4) weeks' annual leave)
Part Time Teacher	means a Teacher employed pursuant to subclause 8.2 (clause 8 – Modes of Employment) of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and the person <ul style="list-style-type: none"> i. holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or iii. is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or iv. 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>)
Principal	means the person employed as the Principal of The King David School or the Principal's nominee
Registered Health Practitioner	means persons registered under the <i>Health Professions Registration Act 2005</i> (Vic.), which includes Chinese medicine practitioners (acupuncturists, Chinese herbal medicine practitioners and Chinese herbal dispensers), chiropractors, dental care providers (dentists, dental hygienists, dental therapists and dental technicians), medical practitioners, medical radiation technologists (medical imaging technologists, radiation therapy technologists and nuclear medicine technologists), nurses, optometrists, osteopaths, pharmacists, physiotherapists, podiatrists, and psychologists
School	means The King David School Holdings (ACN 005 454 704) trading as The King David School
Student Supervision	means the hours that the Teacher is required to supervise students in the

	School's Kindergarten Programme. The Student Supervision hours exclude non-supervisory duties such as preparatory, administrative and associated responsibilities
School Educational Programme	means an educational programme for students in Year Prep through to Year 12
School Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
School Year	means the twelve months from the day that Teachers are required to attend the School for the new educational year
Teacher	means a School Teacher, including a Permission to Teach Teacher and Kindergarten Teacher, unless specifically stated
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic.)</i>

7 DISPUTE RESOLUTION PROCEDURE

In relation to any matter arising out of this Agreement that may be in dispute ('the matter') between the Employer and the Teacher ('the parties') as parties to this Agreement, except matters relating to the actual or threatened termination of employment of the Teacher, the parties will undertake the following steps:

Step 1

Every attempt will be made to resolve the matter by discussions between the Employer and the Teacher(s) directly involved at the School. This does not preclude the right of either party to seek advice from outside the School, nor does it necessitate such an approach where this is impracticable.

Step 2

Where the matter is not resolved by Step 1, the Employer or the Teacher(s) may each seek the assistance of a representative in order that a further attempt may be made to resolve the matter.

Step 3

Where the Employer and the Teacher(s) are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative.

Step 4

In the event that Steps 1, 2 and 3 fail to resolve the matter it may be referred by either party to the Commission. In normal circumstances, the matter should not be referred by either party to the Commission prior to the completion of Steps 1 and 2, and where agreed, Step 3.

PART 2 EMPLOYMENT RELATIONSHIP

8 MODES OF EMPLOYMENT

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

8.1 Full Time Teachers

8.1.1 The Employer may engage a Teacher on a full time basis in accordance with this Agreement.

8.2 Part Time Teacher

8.2.1 The Employer may employ a Teacher on a part time basis in accordance with this Agreement.

8.2.2 Upon engagement and at any other time when a permanent variation occurs, the Employer will set out in writing the duties and number of hours required (including Face-to-Face Teaching hours or Student Supervision hours, as appropriate) to be undertaken by the Part Time Teacher.

8.2.3 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in 8.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula:

(a) a Full Time Teacher's Face-to-Face Teaching hours are deemed to be 23 hours primary and 18 hours secondary

hours of Face-to-Face Teaching

x

annual salary

hours of Full Time Teacher's Face-to-Face Teaching

(b) a Full Time Kindergarten Teacher's hours of Student Supervision are deemed to be 27.5 hours

hours of Student Supervision

x

annual salary

hours of Full Time Kindergarten Teacher's Student Supervision

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

8.2.5 Where a Part Time Teacher's time fraction is expected to increase or decrease in the following term or School Year, the Employer is required to discuss the expected change with the Teacher no less than four weeks, wholly within the one school term, prior to the change taking place. Where the Employer is unable to provide four weeks' notice prior to the commencement of the next term or the School Year, the Employer will pay the higher salary for the first four weeks. Where the Employer wishes to increase or decrease a Part Time Teacher's time fraction by 50 per cent, the Teacher is entitled to have the current position declared redundant.

8.2.6 A Part Time Teacher who agrees to work additional hours of Face-to-Face Teaching or Student Supervision, as relevant, will be paid the casual rate of pay (Schedule 2, clause 2.5) in lieu of annual leave, Non Attendance Time, leave loading, and paid personal leave. Where the Part Time Teacher is engaged to work additional hours on a day ordinarily worked by the Part Time Teacher, the minimum two-hour engagement will not apply.

8.3 Fixed Term Teacher

8.3.1 The Employer may employ a Teacher to work on a replacement basis or for a specified period of time as full time or part time:

- to replace one or more Teachers 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 a Teacher whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

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

8.3.3 Before employing a Fixed Term Teacher on a replacement basis, the Employer will inform the Fixed Term Teacher 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 Teacher being replaced.

8.3.4 Subject to clause 9 – Qualifying Period, the termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the notice of termination provisions in clause 33 – Notice of Termination.

8.3.5 A Fixed Term Teacher 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);
- jury service leave;

- paid parental leave; and
- redundancy.

8.4 Casual Teacher

8.4.1 The Employer may employ a Teacher as a Casual Teacher in accordance with this Agreement.

8.4.2 The Employer will pay a Casual Teacher not less than the hourly rate of pay specified in Schedule 2, provided that the Casual Teacher will not be engaged for less than two hours on a day. This hourly rate of pay incorporates a loading in lieu of paid leave entitlements and is calculated to the nearest fifteen minutes and will not exceed the specified maximum full day rate.

8.4.3 A Casual Teacher 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;
- non attendance time;
- leave loading;
- long service leave;
- public holidays;
- paid personal leave;
- paid parental leave;
- paid compassionate leave; and
- accident make-up pay.

8.4.4 A Casual Teacher is entitled to unpaid carer's leave and unpaid parental leave.

8.4.5 An Employer must not employ a Casual Teacher, in such a capacity for more than one school term, where the days are consecutive.

9 QUALIFYING PERIOD

9.1 A Teacher's employment is contingent upon the satisfactory completion of a six month qualifying period.

9.2 If the Employer is to terminate the employment of a Teacher during the first six months of the Teacher's employment, the Employer does not need to provide the relevant notice of termination in clause 33 – Notice of Termination and does not need to comply with clause 32 – Performance/Conduct

Management, any due process or performance management policies or procedures in place from time to time.

- 9.3 If the Employer is to terminate the employment of a Teacher within the first six months of the Teacher's employment commencing, the Teacher is entitled to four (4) weeks' notice, in writing, wholly within the one school term or payment in lieu of notice.
- 9.4 If the Teacher is to resign within the first six months of the Teacher's employment commencing, then the Teacher is required to give the same notice required of the Employer in 9.3 above, with the notice given in writing.

10. CONFIRMATION OF EMPLOYMENT

- 10.1 A newly engaged Teacher or a currently employed Teacher undertaking a change of employment status will complete the School's standard employment documents. Upon engagement or upon a change in status, a Teacher will be issued with a letter of appointment or confirmation by the Principal.
- 10.2 Upon termination of employment, on request from the Teacher, the School will provide the Teacher with a statement of service specifying the period of employment, the classification, or type, of work performed and any additional responsibilities or duties undertaken by the Teacher.

11 HOURS OF WORK

11.1 General

11.1.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.

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

11.1.3 The Employer will determine the ordinary full time Face-to-Face Teaching or Student Supervision hours per week and the professional duties to be allocated to the Teacher. Where the Face-to-Face Teaching or Student Supervision hours fall below the maximum allotment, the Employer may direct the Teacher to undertake other duties commensurate with the Teacher's skills and qualifications.

11.2 Responsibilities

A Teacher is required to:

- (a) perform such duties and undertake such responsibilities that are consistent with a Teacher's job description and level of skill, training and/or professional qualifications;
- (b) be responsible for the effective, teaching, delivery and assessment of the educational programme and reporting;
- (c) develop and maintain computer literacy levels consistent with the requirements to document observations of students, to compile student portfolios and to facilitate electronic communication; and

- (d) undertake a reasonable number of duties and responsibilities which include matters additional to professional teaching, such as parent/teacher meetings, staff meetings, report writing, yard/bus duty and school events but which are considered necessary for the effective operation or needs of the School, or the safety, development and general welfare of the students. A staff manual will be distributed annually with details of all School operations and policies, with updates distributed as required. The staff manual is not incorporated into this Agreement.

11.3 Teacher in first year of teaching

The Employer will assign a Teacher in the School Educational Programme, who has provisional registration or Permission to Teach with the Victorian Institute of Teaching and is in the first year of employment as a teacher, approximately two hours less Face-to-Face Teaching duties and/or duties than the average Full Time Teacher.

11.4 Camps

11.4.1 The Employer expects that all Teachers will attend a camp each School Year.

11.4.2 In 2008, where a Teacher attends a camp for a period longer than four (4) nights, the Teacher may discuss appropriate compensation (by way of time in lieu) with the Principal or the Principal's delegate.

11.4.3 From 2009, the Employer will pay a camp allowance of \$60 per night to a Teacher attending a year level or curriculum-based camp. The camp allowance will be taken into account when determining whether the Basic Periodic Rate of Pay has been satisfied over the School Year

11.4.4 From 2009, where a teacher attends a camp for four or more consecutive nights, or attends two camps or more, the Teacher will also be entitled to a day in lieu. This day will be taken at time agreed by the Teacher and the Principal or the Principal's delegate.

12. NON ATTENDANCE TIME

12.1 A Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.

12.2 Exceptions to 12.1 above are where:

- (a) it is customary for a Teacher holding a particular position of responsibility to attend during Non Attendance Time;
- (b) the specifications for newly created positions of responsibility, following consultations with the Workplace Consultative Committee, require attendance during Non Attendance Time. The period of such attendance will be specified.
- (c) a Teacher commencing employment with the Employer at the start of a School Year is required to commence one day earlier for induction and orientation during Non Attendance Time.

12.3 Non Attendance Time is not a period of authorised leave for the purpose of the Act.

- 12.4 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 12.5.
- 12.5 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

Teacher's Attendance Time* (weeks)

School's Attendance Time (weeks)

x

Non Attendance
Time (weeks)

-

Non Attendance
Time already taken
(weeks)

*periods of leave without pay deducted

PART 3 CLASSIFICATION AND REMUNERATION

13. CLASSIFICATIONS AND SALARY

- 13.1 Schedule 1 sets out the classification structure and relevant progression arrangements.
- 13.2 Schedule 2 sets out the rates of pay.
- 13.3 Acquisition of additional qualifications
- 13.3.1 Subject to 13.3.2, a three- or four-year trained Teacher, who acquires additional qualifications relevant to the Teacher's position of employment with the School, is entitled to be credited with the equivalent of one year of experience for each qualification (where that qualification is at least the equivalent of one full year course of study).
- 13.3.2 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 of results.
- 13.3.3 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.

- 13.3.4 Notwithstanding anything to the contrary, entitlement derived from the acquisition of the additional qualifications will not pre-date the written notification.
- 13.4 To the extent necessary, the Employer and the Teacher agree that the guarantee of the Basic Periodic Rate of Pay may be satisfied over a period of 12 months and includes the rates of pay in Schedule 2.
- 13.5 The rate of pay specified in Schedule 2 is in compensation for all hours worked under this Agreement.

14. REMUNERATION PACKAGING

- 14.1 Upon receiving a written election for a remuneration packaging arrangement from the Teacher and provided there is no additional cost to the Employer, the Employer is prepared to offer the Teacher the opportunity to receive part of the Teacher'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 Teacher in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Teacher's conditions of employment.

15. SUPERANNUATION

The Employer currently makes an employer superannuation contribution equivalent to nine (9) per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Teacher, excluding a fund where the Employer is required to become a participating employer. Should the Teacher not nominate a complying superannuation fund for this purpose, the contribution will be made to the School's default superannuation fund selected in accordance with legislative requirements.

16. PAYMENT ARRANGEMENTS

Salary will be paid by credit transfer to the Teacher's nominated financial institution account each fortnight.

17. WITHHOLDING OF MONIES

- 17.1 Subject to 17.2, in the event that a Teacher does not provide the full notice required by clause 9 – Qualifying Period or clause 33– Notice of Termination, as appropriate, the Employer is entitled to withhold from any monies owing to the Teacher an amount equal to the remuneration that the Teacher would have earned for the number of weeks or days of the notice period that the Teacher did not work.
- 17.2 Subclause 17.1 does not entitle the Employer to withhold any monies owing to a Teacher to the extent to which it would result in the Employer failing to comply with the Australian Fair Pay and Conditions Standard under the Act.
- 17.3 For the avoidance of doubt, the Employer is entitled to withhold monies owing to a Teacher from sources including (but not limited to) the following:
- i. unpaid salary or wages to the extent to which such entitlements exceed the Teacher's Basic Periodic Rate of Pay;
 - ii. any entitlement to a pro rata payment for long service on termination of employment (notwithstanding any inconsistent provision of the Long Service Leave Act 1992 (Vic)); and

iii. any amounts owing to the Teacher for an unpaid bonus or allowance.

17.4 For the purpose of this clause, the Employer and the Teacher agree that the Basic Periodic Rate of Pay may be satisfied over a period of 12 months.

PART 4 LEAVE AND OTHER ABSENCES

18. ANNUAL LEAVE

18.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7) of the Act, except where more favourable terms are provided in this Agreement. This clause does not reproduce Division 4 of Part 7 of the Act in full.

18.2 A Teacher is entitled to four (4) weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

18.3 A Teacher must take annual leave following the conclusion of Term 4 in the School Year when the School will be in a period of shut down or partial shut down and for a specified number of days during Passover. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Teacher works.

18.4 The commencement date of annual leave will be specified by the Employer. Where a Teacher has not accrued sufficient annual leave to cover the shut down period, the Teacher will take leave without pay.

18.5 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to annual leave, pursuant to the following formula:

Teacher's Attendance Time (weeks)

School's Attendance time (weeks)

Annual leave
(weeks)

Annual leave
already taken
(weeks)

18.6 An exception to 18.3 is that, by agreement between the individual Teacher and the Employer, the shut down period may differ for individual Teachers, depending on work commitments and activities. A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.

18.7 A Teacher will take all accrued annual leave during the shut down period.

19. ANNUAL LEAVE LOADING

- 19.1 A Teacher 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 (4) weeks' annual leave.
- 19.2 A Teacher who is employed for part only of a School Year is entitled to be paid leave loading as follows:

17.5% of Teacher's Attendance Time (weeks)	x	4	x	Annual Rate of Pay 52.18
School Attendance Time (weeks)				

* periods of leave without pay in excess of 10 days are deducted

- 19.3 A Teacher who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.
- 19.4 An Employer may pay leave loading to the Teacher with the first salary payment in December of that year at the rate of pay applicable on 1 December or to the Teacher with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

20. PERSONAL LEAVE

- 20.1 Personal leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 5 of Part 7) of the Act, except where more favourable terms are provided in this Agreement. This clause does not reproduce Division 5 of Part 7 of the Act in full.
- 20.2 Entitlement
- 20.2.1 A Teacher is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.
- 20.2.2 For a Full Time Teacher, the sick leave entitlement equates to 15 days per year of service. A Part Time Teacher is entitled to paid sick leave on a pro rata basis based on specified hours in clause 11 – Hours of Work.
- 20.2.3 Paid sick leave is taken by the Teacher because of a personal illness or injury.
- 20.2.4 Paid carer's leave is taken by the Teacher to provide care or support to a member of the Teacher's Immediate Family or a member of the Teacher's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A maximum of ten (10) days of paid carer's leave may be taken per year of service. A Part Time Teacher is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 11 – Hours of Work. Carer's leave, if not used in any year, does not accrue as a separate entitlement.
- 20.2.5 Where the Teacher has exhausted the paid personal leave entitlement, the Teacher may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Teacher.
- 20.2.6 A Casual Teacher may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Teacher.

20.2.7 Personal leave for a Teacher accrues upon the completion of each four-week period of continuous service, based upon the Teacher's nominal hours of work.

20.2.8 Where a Teacher's need for personal or carer's leave exceeds the Teacher's accrued entitlement at the time that leave is needed, a Teacher is entitled to be paid sick leave in advance of accrual as follows:

- (a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or
- (b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,

provided that the notice and evidentiary requirements are met.

20.2.9 A Teacher must notify the Employer of the Teacher's absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of a personal illness or injury or to provide care or support to a member of the Teacher's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

A Teacher is entitled to sick leave provided that:

- the Teacher 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 Teacher 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 Teacher is entitled and which would not otherwise require the production of a certificate; and
- the Teacher produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

21. COMPASSIONATE LEAVE

21.1 Compassionate leave is in accordance with the Australian Fair Pay and Conditions Standard (Subdivision E of Division 5 of Part 7) of the Act, except where more favourable terms are provided in this Agreement. This clause does not reproduce Subdivision E of Division 5 of Part 7 of the Act in full.

21.2 Entitlement

21.2.1 A Teacher may take three (3) days' paid leave per occasion when a member of the Teacher's Immediate Family or household dies or when the Teacher's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

21.2.2 In addition to the entitlement in 21.2.1, a Teacher is entitled to use up to two (2) days of the Teacher's accrued personal leave entitlement on each occasion when a member of the Teacher's immediate family or household dies.

21.2.3 Compassionate 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 Teacher.

21.2.4 The Teacher is entitled to compassionate leave only if the Teacher gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

22. INFECTIOUS DISEASES LEAVE

22.1 A Teacher 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 Teacher 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.

22.2 The Teacher 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.

23. PARENTAL LEAVE

23.1 Relationship with Act

Parental leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 6 of Part 7) of the Act, except where more favourable terms are provided in this Agreement. This clause does not reproduce Division 6 of Part 7 of the Act in full. 23.2 Application

23.2.1 Parental leave applies to a Teacher, other than a Casual Teacher, unless the Casual Teacher is an eligible casual employee.

23.2.2 The Employer must not fail to re-engage a Casual Teacher, who is an eligible casual employee, because:

- (a) the Casual Teacher or the Casual Teacher's spouse is pregnant; or
- (c) the Casual Teacher is or has been immediately absent on parental leave.

23.2.3 The rights of the Employer in relation to engagement and re-engagement of a Casual Teacher are not affected, other than in accordance with this clause.

23.3 Definitions

23.3.1 For the purposes of this clause, child means a child of the Teacher under the age of five years or under school age, whichever applies first. Except that for

the purposes of adoption, a child is an eligible child and means a person under the age of five years or under school age, whichever applies first, who is placed with the Teacher, other than a child or step-child of the Teacher or of the spouse of the Teacher or a child who has previously lived continuously with the Teacher for a period of six months or more.

23.3.2 For the purposes of this clause, an eligible casual employee means a Casual Teacher:

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

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

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

23.4 Basic entitlement

23.4.1 A Teacher, upon the completion of 12 months of continuous service with the Employer is entitled to up to 24 months' unpaid parental leave (maternity, paternity or adoption leave) in relation to the birth or adoption of a child. This includes:

- up to 104 weeks of unpaid ordinary maternity leave to be the primary care-giver of the child;
- a period of unpaid short paternity leave of up to five (5) days, which may be taken in single days or consecutive days, within the eight (8) weeks following the birth of a child and a further unbroken period of up to 103 weeks of unpaid long paternity leave to be the primary care-giver of a child; and
- a period of unpaid short adoption leave of up to 21 days, which may be taken as an unbroken period within the three weeks starting on the day of placement of an eligible child with the Teacher or as agreed with the Principal or the Principal's delegate, provided it is taken within eight (8) weeks of the placement, and a further unbroken period of up to 101 weeks to be the primary care-giver of the eligible child.

23.4.2 A period of unpaid parental leave does not break the Teacher's continuity of employment but it does not count as employment or service.

23.5 Right to request

23.5.1 Simultaneous Leave

- (a) Subject to 23.5.1(b), a Teacher entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Teacher to extend the period of simultaneous unpaid parental leave

provided for in the Act up to a maximum of eight weeks, to assist the Teacher in reconciling work and parental responsibilities.

- (b) An application under 23.5.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

23.5.2 Part Time Work

- (a) Subject to 23.5.2(b), a Teacher entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Teacher to return from a period of parental leave on a part-time basis until the child reaches five (5) years of age or school age, whichever applies first, to assist the Teacher in reconciling work and parental responsibilities.
- (b) An application pursuant to 23.5.2(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Teacher is due to return to work from parental leave.

23.5.3 Request to be considered

- (a) The Employer shall consider any request made pursuant to 23.5.1 or 23.5.2 having regard to the Teacher's circumstances and, provided the request is genuinely based on the Teacher's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (b) A Teacher's request and the Employer's decision made pursuant to 23.5.1 or 23.5.2 must be recorded in writing.

23.6 Ordinary maternity leave

23.6.1 A Teacher must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of ordinary maternity leave. The Teacher:

(a) must provide notice in writing to the Employer of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Teacher is pregnant). The Teacher must give the medical certificate to the Employer no later than ten (10) weeks before the expected date of birth (as stated in the certificate).

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

23.6.2 When the Teacher gives notice under 23.6.1(b) the Teacher must also provide a statutory declaration stating the following:

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

- 23.6.3 A Teacher will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason
- 23.6.4 Subject to 23.4.1 and unless agreed otherwise between the Employer and the Teacher, a Teacher may commence ordinary maternity leave at any time within six (6) weeks immediately prior to the expected date of birth.
- 23.6.5 Where a Teacher continues to work within the six-week period immediately prior to the expected date of birth of the child, the Employer may require the Teacher to provide a medical certificate from a registered medical practitioner stating that she is fit to work on her normal duties.
- 23.6.6 The Employer may require the Teacher to start a continuous period of leave as soon as reasonably practicable if the Teacher does not give the Employer the medical certificate pursuant to 23.6.5 within seven (7) days after the request or where the Teacher gives the Employer a medical certificate stating that the Teacher is unfit to work.
- 23.6.7 Where the Teacher elects to return to work within six (6) weeks after the birth of the child, the Employer will require the Teacher to provide a medical certificate from a registered medical practitioner stating that she is fit to work on her normal duties.
- 23.7 Special maternity leave
- 23.7.1 Where the pregnancy of a Teacher not then on maternity leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Teacher may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 23.7.2 Where a Teacher is suffering from an illness not related to the direct consequences of the confinement, a Teacher may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 23.7.3 Where a Teacher not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 104 weeks.
- 23.7.4 Where leave is granted under 23.7.1, during the period of leave a Teacher may return to work at any time, as agreed between the Employer and the Teacher provided that time does not exceed four (4) weeks from the commencement date desired by the Teacher.
- 23.7.5 A period of special maternity leave must end before the Teacher starts any continuous period of leave including (or constituted by) ordinary maternity leave.
- 23.7.6 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a registered medical practitioner stating that the Teacher is pregnant, the expected date of birth, and that the Teacher is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.

23.7.7 An application for special maternity leave required because of the end of the Teacher's pregnancy otherwise than by the birth of a living child must be accompanied by:

- (c) a medical certificate from a medical practitioner containing the following statements:
- that the Teacher was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
 - what the expected date of birth would have been if the pregnancy had gone to full term;
 - that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
 - that the Teacher is, was, or will be unfit for work during a stated period.

- (d) a statutory declaration made by the Teacher containing the following statements:
- that the Teacher was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
 - the first and last days of the period (or periods) of any other authorised leave taken by the Teacher because of a pregnancy-related illness or the end of the pregnancy; and
 - that the Teacher will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.

23.7.8 The application, medical certificate and statutory declaration (if required) must be given to the Employer before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.

23.7.9 A Teacher will not be in breach of this clause if the Teacher could not comply with the documentation requirements because of circumstances beyond her control.

23.7.10 A Teacher is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the Employer.

23.8 Paternity leave

23.8.1 A Teacher must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of short paternity leave. The Teacher:

(a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than ten (10) weeks before the date stated in the certificate; or

(b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states that the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably practicable for

the Teacher to comply with 23.8.1(a) because of the premature birth of the child or any other compelling reason; and

(c) must provide to the Employer a written application for short paternity leave stating the first and last days of the period of short paternity leave, with the application given to the Employer as soon as reasonably practicable on or after the first day of the period of leave.

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

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

23.8.3 The Teacher will not be in breach of 23.8.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

23.9 Adoption leave

23.9.1 A Teacher must give written notice to his or her Employer of the Teacher's intention to apply for adoption leave as soon as reasonably practicable after receiving notice (a placement approval notice) of the approval of the placement of an eligible child with the Teacher.

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

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

(a) if the Teacher receives a placement notice about the placement within the period of eight (8) weeks after receiving the placement approval notice – before the end of that eight-week period; or

(b) if the Teacher receives a placement notice about the placement after the end of the period of eight (8) weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.

23.9.4 A notice under 23.9.1, 23.9.2 or 23.9.3 must be given to the Teacher's Employer as soon as reasonably practicable where the Teacher cannot comply due to the day that the placement is expected to start or any other compelling reason.

23.9.5 A Teacher must provide a written application to his or her Employer for short adoption leave, stating the first and last dates of the period no later than 14 days before the proposed day of placement of the child. If the Teacher cannot comply because of the day when the placement is expected to start or any

other compelling reason, then the Teacher must provide the application as soon as reasonably practicable before the first day of short adoption leave.

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

23.9.7 The Teacher must also give his or her Employer the following documents:

(a) a statement from the adoption agency of the day when the placement is expected to start, and

(b) a statutory declaration made by the Teacher stating

- whether the Teacher is taking short adoption leave, long adoption leave or both;
- the first and last days of the period or periods of leave to be taken;
- that the child is an eligible child;
- that the Teacher intends to be the primary care-giver at all times while on the long adoption leave; and
- that the Teacher will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.

23.9.8 A Teacher may take:

(a) short adoption leave to which he or she is entitled at any time within the period of three (3) weeks starting on the day of placement of the child, and/or

(b) long adoption leave to which he or she is entitled at any time within 12 months after the day of placement of the child.

23.9.9 Where the placement of a child for adoption with a Teacher

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

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

23.10 Parental leave and other entitlements

A Teacher may in lieu of or in conjunction with parental leave, access any

annual leave or long service leave entitlements which the Teacher has accrued subject to the total amount of leave not exceeding 104 weeks.

23.11 Transfer to a safe job

Subject to 23.11.2 and 23.11.3, where a Teacher is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Teacher make it inadvisable for the Teacher to continue at her present work, the Teacher will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

This subclause applies to a Teacher if

- (a) the Teacher is entitled to ordinary maternity leave; and
- (b) the Teacher has already complied with the documentation requirements under 23.6; and
- (c) the Teacher gives her Employer a medical certificate from a registered medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Teacher is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - (i) illness, or risks, arising out of her pregnancy; or
 - (ii) hazards connected with that position.

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

- (a) the Teacher may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 23.11.4(b); or
- (b) the Employer may require the Teacher to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 23.11.4(b).

23.11.4 If the Teacher takes paid leave under 23.11.3:

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

23.12 Variation of period of ordinary maternity leave, long paternity leave or long adoption leave

23.12.1 Subject to the relevant provisions of the Act, where a Teacher has commenced a period of long parental leave of up to 24 months, the Teacher:

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

(b) may further extend the period of ordinary maternity leave, long paternity leave or long adoption leave by agreement with the Employer.

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

23.13 Returning to work after a period of parental leave

23.13.1 A Teacher will notify the Employer of the Teacher's intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.

23.13.2 A Teacher will be entitled to the position which the Teacher held immediately before proceeding on parental leave. A Part Time Teacher will be entitled to the same time fraction. In the case of a Teacher transferred to a safe job pursuant to 23.11, the Teacher will be entitled to return to the position the Teacher held immediately before such transfer.

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

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

23.14 Replacement teachers

23.14.1 A replacement Teacher is a Teacher specifically engaged or temporarily promoted or transferred, as a result of a Teacher proceeding on parental leave.

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

23.15 Communication during parental leave

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

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave; and

(b) provide an opportunity for the Teacher to discuss any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave.

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

23.15.3 The Teacher shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 23.15.1.

24. PARENTAL ALLOWANCE

24.1 Where a Teacher is granted unpaid parental leave in accordance with the Act and clause 23 – Parental Leave of this Agreement to be the primary caregiver of a child, the Teacher is entitled to be paid a parental allowance:

24.1.1 In the 2008 School Year, equivalent to six (6) weeks' salary at the Teacher's ordinary rate of pay, provided that the Teacher takes a minimum of six (6) weeks' unpaid maternity leave commencing at or around the time of the birth of the child or six (6) weeks' unpaid adoption leave at or around the placement of the child with the Teacher;

24.1.2 In the 2009-2011 School Years, provided that the Teacher takes a period of unpaid maternity leave or unpaid adoption leave which is not less than the number of weeks specified for the particular year commencing at or around the time of birth of the child or at or around the time of the placement of the child with the Teacher:

School Year

Paid parental allowance

2009

8 weeks

2010

10 weeks

2011

12 weeks

24.2 During the period of time that the Teacher is in receipt of the parental allowance under 24.1, the Teacher is entitled to accrue annual leave, as defined by the Act, and personal leave, in accordance with clause 20 – Personal Leave of this Agreement. The Teacher is not entitled to accrue long service leave in accordance with the Long Service Leave Act 1992 (Vic.)

24.3 Where a Teacher is granted unpaid short paternity leave or unpaid short adoption leave at the time of the birth of a child or placement of a child for adoption in accordance with the Act, the Teacher is entitled to a parental allowance at the Teacher's ordinary rate of pay

- (a) in 2008, for up to three (3) days of the short paternity or short adoption leave, provided the leave is taken within six (6) weeks of the birth or adoption of the child; or

- (b) from 1 February 2009, for up to five (5) days of the short paternity or short adoption leave, provided the leave is taken within eight (8) weeks of the birth or adoption of the child. The leave may be taken in one or two periods.

24.4 A Teacher must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to 24.1 or 24.3. Where a Teacher has less than 12 months' continuous service with the Employer following a period of parental leave, the Teacher may make application for payment of the parental allowance, citing reasons in support of the payment. Payment, if any, will be at the discretion of the Employer.

24.5 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to 24.1.

24.6 The parental allowance is not payable during a period of paid leave.

24.7 Where the Federal Government implements a statutory scheme of paid parental leave, a Teacher, in lieu of 24.1.2 and 24.3, will be entitled to the quantum of leave provided by the statutory scheme. The Employer will pay the difference between the payment available under the statutory scheme and the Teacher's ordinary rate of pay immediately prior to commencing parental leave for the period of time provided by the statutory scheme.

25. LONG SERVICE LEAVE

25.1.1 A Teacher 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 the Act in the event of any inconsistency.

25.1.2 A Teacher is entitled to long service leave of thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980 and to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing after 1 January 1980. From this date, a Teacher is entitled to an additional six and a half (6½) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.

25.1.3 Accrued long service leave will be paid in lieu where a Teacher's employment is terminated after seven (7) years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the Long Service Leave Act 1992 (Vic.).

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

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

Service prior to 1 February 1997		
<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	<p>leave taken from the full-time credit will be paid at the current full-time salary, and</p> <p>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</p>
(c)	where part-time employment falls last	<p>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</p> <p>leave taken from the part-time credit will be paid on the basis of average</p>
<p>the King David School (Teachers) Agreement 2008-2011 Page 28 of 42 weekly hours over the last 12 months of part-time employment</p>		
(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
<p>Service from 1 February 1997</p>		
<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

25.2 Taking Long Service Leave

25.2.1 A Teacher is entitled to take long service leave upon the completion of seven (7) years of continuous employment, provided the Teacher is able to meet the requirements of 25.2.4.

25.2.2 Following consultation between the Employer and the Teacher, a Teacher must take long service leave within three (3) years of the entitlement to long service leave falling due.

- 25.2.3 In consultation about the timing of such leave, the Employer agrees to take into account the Teacher's needs, in so far as they are compatible with the Employer's operational needs.
- 25.2.4 The period of long service leave will usually be for a full term. In special circumstances, an application for a shorter period of long service leave will be considered by the Employer.
- 25.2.5 A Teacher who has completed twenty years' continuous employment must take the second period of long service leave by the end of the twenty-first year of employment

25.3 Cashing Out Provision

- 25.3.1 Where the Employer and a Teacher agree, a Teacher who is entitled to long service leave may request, in conjunction, with the taking of a period of long service leave, the cashing out of long service leave entitlements to a maximum of one-third of the Teacher's total long service leave entitlement at the time of taking such leave. This provision overrides section 74 of the Long Service Leave Act 1992 (Vic.)

25.4 Illness on Long Service Leave

- 25.4.1 Subject to the requirements of 25.4.2 a Teacher, 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 Teacher. The Principal may require the Teacher to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Teacher.

25.4.2 The Teacher's application under 25.4.1:

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

26. PUBLIC HOLIDAYS

- 26.1 A Teacher is entitled to public holidays as specified in the Public Holidays Act 1993 (Vic) and as gazetted by the Victorian Government from time to time. These include the following:

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

- 26.2 Public holidays that occur during a period of Non Attendance Time for Teachers in accordance with clause 12 – Non Attendance Time do not create an additional entitlement.

- 26.3 Owing to the commitment of the Employer to observe Jewish religious holidays (as per the Progressive Jewish Calendar), it may be necessary to substitute religious days for public holidays outlined in 26.1. Such substitutions will be negotiated annually prior to the publication of the School calendar for the next School Year.
- 26.4 The Employer and a Teacher may agree to the Teacher taking another day as the public holiday in lieu of the specified day.
- 26.5 Where the Employer proposes to substitute a day other than a public holiday prescribed by this Agreement, the Employer will give no less than five (5) working days' notice of the intention to reach agreement to this effect.
- 26.6 An agreement made in accordance with 26.3, 26.4 or 26.5 must be recorded in writing and made available to every affected Teacher. Any such agreement must be recorded in the time and wages records kept by the Employer.

27. LEAVE WITHOUT PAY

A Teacher may apply for leave without pay which may be granted at the discretion of the Principal. A Teacher 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).

28. EXAMINATION LEAVE

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

29. QUALIFICATION CONFERRAL LEAVE

A Teacher 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.

30. JURY SERVICE LEAVE

- 30.1 A Teacher, other than a Casual Teacher, if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 30.2 A Teacher must notify the Employer as soon as possible of the date upon which the Teacher is required to attend for jury service.
- 30.3 A Teacher must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 30.4 The Teacher must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 30.5 Subject to 30.3 of this clause, an Employer will reimburse a Teacher granted leave pursuant to 30.1 an amount equal to the difference between the amount paid in respect of the Teacher's attendance for such jury service and the amount of salary the Teacher would have received had the Teacher not been on jury service.

31. ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

- 31.1 Where a Teacher is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Accident Compensation Act 1985 (Vic), the Employer must pay to the Teacher the difference between such weekly payments and the normal remuneration of the Teacher for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Teacher remains employed by the Employer.
- 31.2 If a Teacher is absent from work because of a personal illness or injury, for which the Teacher is receiving compensation payments pursuant to the Accident Compensation Act 1985 (Vic), then:
- (a) the Teacher 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 Teacher is not entitled to any payment or benefit in respect of any Non Attendance Time which fall during the period that the Teacher is in receipt of weekly payments under the Accident Compensation Act 1985 (Vic.).
- 31.3 In the event that a Teacher, 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 Teacher will take the accrued annual leave entitlement.
- 31.4 For the purposes of 31.3, the period of annual leave will not reduce the Teacher's entitlement to such compensation payments or to accident make-up pay, if applicable.
- 31.5 Where a Teacher 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 Teacher is entitled to annual leave at the part time rate of pay, the Teacher will remain entitled to be paid the weekly compensation payments in accordance with the Act .

PART 5 TERMINATION OF EMPLOYMENT AND RELATED MATTERS

32. PERFORMANCE/CONDUCT MANAGEMENT

32.1 Performance Management

32.1.1 This clause will not apply to a Casual Teacher or to a Teacher serving a qualifying period of employment pursuant to clause 9 – Qualifying Period.

32.1.2 Where the Employer is considering termination of employment for reasons related to the Teacher's performance, the Employer will implement the procedure in 32.1.3 and 32.1.4.

32.1.3 A formal performance management procedure will commence with the Employer advising the Teacher in writing of:

- the Employer's concerns with the Teacher's performance;

- the time, date and place of the first formal meeting to discuss the Teacher's performance;
- the Teacher's right to be accompanied by a nominee of the Teacher's choice at all meetings scheduled to discuss the Teacher's performance; and
- the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.

32.1.4 Formal performance management meetings will

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

32.1.5 If, following the procedure in 32.1.3 and 32.1.4, the Employer's decision is to terminate the employment of the Teacher, then the Employer will give the required period of notice or payment in lieu of notice.

32.2 Conduct Management Procedure

32.2.1 This clause will not apply to a Casual Teacher or to a Teacher serving a qualifying period of employment pursuant to clause 9 – Qualifying Period.

32.2.2 Where the Employer is considering termination of employment for reasons related to a Teacher's conduct, the Employer will implement the procedure in 32.2.3 and 32.2.4.

32.2.3 The Employer will advise the Teacher of:

- the Employer's concern with the Teacher's conduct;
- the time, date and place of the meeting to discuss the Teacher's conduct;
- the Teacher's right to be accompanied by a nominee of the Teacher's choice at any meeting scheduled to discuss the Teacher's conduct; and
- the Employer's right to terminate the Teacher's employment should the Employer's concerns not be resolved.

32.2.4 The formal conduct management meeting(s) will:

- include discussion of the Employer's concern with the Teacher's conduct; and
- give the Teacher an opportunity to respond to the Employer's concerns unless the Employer could not reasonably have been expected to provide the Teacher with that opportunity.

32.2.5 The Employer reserves the right to vary the procedure in 32.2.3 and 32.2.4 where it is possible that the Teacher is guilty of serious misconduct.

32.2.6 Concerns with a Teacher's conduct may be resolved by:

- summary dismissal, where the Teacher 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;
- issuing the Teacher with a warning or a final warning in writing;
- terminating the employment of the Teacher in accordance with the relevant notice provision; or
- other action, appropriate to the situation.

33. NOTICE OF TERMINATION

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

33.2 Subject to clause 9 – Qualifying Period and 33.3, where the Employer wishes to terminate the employment of a Teacher, where the Teacher has been employed for six or more months, the Employer will give seven weeks' notice in writing, with the notice given wholly within the one school term, or payment in lieu.

33.3 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four (4) weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to clause 23 – Parental Leave that the Teacher being replaced wishes to return from parental leave.

33.4 Payment in lieu is calculated by taking the amount of salary in Schedule 2 that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

33.5 Subject to clause 9 – Qualifying Period, a Teacher must provide the Employer with a minimum of seven (7) weeks' notice in writing with such notice to be given wholly within the one school term.

33.6 The notice period in this clause and in clause 9 – Qualifying Period do not apply where the Teacher is guilty of serious misconduct.

34. INTRODUCTION OF MAJOR CHANGE

34.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Teacher/s, the Employer will notify the Teacher/s in writing who may be affected by the proposed changes.

34.2 For the purposes of this clause, significant effects include:

- termination of employment;
- major changes in the composition, operation or size of the Employer's workforce or in the skills required;

- the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- the alteration of hours of work;
- the need for retraining or transfer to other work or locations; or
- the restructuring of jobs.

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

34.4 The Employer will discuss with the Teacher's affected:

- the introduction of the changes referred to above;
- the effects the changes are likely to have on Teacher/s; and
- measures to avert or mitigate the adverse effects of such changes on the Teacher/s.

34.5 The Employer will give prompt consideration to matters raised by the Teacher/s in relation to the changes.

34.6 The Employer will commence discussion as early as practicable after the Employer has made a definite decision to make the changes referred to above.

34.7 For the purpose of such discussion and subject to 34.8 the Employer will provide in writing to the Teacher/s concerned all relevant information about the changes including:

- the nature of the changes proposed;
- the expected effects of the changes on Teacher/s; and
- any other matters likely to affect Teacher/s.

34.8 For the purposes of such discussions, the Employer will not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

35. REDUNDANCY

35.1 Definition

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

35.2 Redundancy Disputes

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

- the reasons for any proposed redundancy;

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

35.2.2 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 Teachers concerned.

35.3 Transfer to lower paid duties

Where a Teacher is transferred to lower paid duties for reasons set out above the Teacher will be entitled to the same period of notice of transfer as the Teacher would have been entitled to if the Teacher'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.

35.4 Severance Pay

The severance payment for a Teacher will be in accordance with the following:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay*
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

*Week's pay means the ordinary time rate of pay for the Teacher 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.

35.5 Leaving during notice

A Teacher, whose employment is terminated for reasons of redundancy, may terminate the Teacher's employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 35.4 had the Teacher remained with the Employer until the expiry of such notice. In such circumstances the Teacher will not be entitled to payment in lieu of notice.

35.6 Alternative employment

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

35.7 Time off during notice period

- During the period of notice of termination a Teacher will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

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

PART 6 OTHER PROVISIONS

36. TUITION FEE DISCOUNT

- 36.1 A Teacher, whose time fraction is 0.5 to 1.0 Full Time Equivalent (FTE) and whose child or children attend the School, is entitled to a tuition fee discount of 25 per cent.
- 36.2 A Teacher, whose time fraction is less than 0.5 FTE and whose child or children attend the School, is entitled to a tuition fee discount of 10 per cent.
- 36.3 Levies are not subject to any discount. Levies include, but are not limited to, the security levy and the co-curricular levy.
- 36.4 Other services, such as child care and outside school hours care, are specifically excluded from this clause.
- 36.5 The discount in 36.1 or 36.2 cannot be taken in conjunction with fee relief, where a Teacher is eligible for fee relief. A Teacher may choose to accept the discount or to apply for fee relief at the appropriate application time of each School Year. Either the discount or the fee relief is available, not both.

37. WORKPLACE CONSULTATIVE COMMITTEE

- 37.1 A Consultative Committee will be established whose role will be:
- to provide a forum for discussion of areas that involve all Teachers; and
 - to act as a problem-solving group, which will assist with the making of recommendations to the Principal for the Council's consideration.
- 37.2 The membership of the Consultative Committee will comprise:
- the Principal and two (2) nominees of the Principal; and
 - three Teacher representatives elected annually by the Teachers employed by the School who shall represent all Teachers at all campuses of the School.
- 37.3 The Consultative Committee will meet at least once per term. Meetings will be minuted.

38. MEAL ALLOWANCE

The Employer will supply a Teacher with a meal should the Employer require a Teacher to remain at school continuously until after 7 p.m. on any day.

39. BREAKAGE AND LOSS

A Teacher 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 Teacher's duties.

40. PROTECTIVE CLOTHING

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

41. NO EXTRA CLAIMS

It is agreed that, prior to the nominal expiry date of this Agreement:

- (a) the Teachers will not pursue any extra salary claims;
- (b) the Teachers will not seek any changes to, or make any further claims, in relation to the terms and conditions of their employment whether or not dealt with in this Agreement;
- (c) this Agreement will cover all matters or claims regarding the employment of Teachers, which could otherwise be the subject of protected action pursuant to the Workplace Relations Act 1996 (Cth.).

EXECUTED as an Agreement this day of 2008.

Signed for and on behalf of:

The King David School

[ACN 005 454 704]

Principal

517-519 Orrong Road

Armadale Victoria 3143

Authority to Sign

In the presence of

Witness

Teachers employed by The King David
School, as represented by

Darren Williams

Name in Print

Authority to Sign

Signature

In the presence of

Witness

SCHEDULE 1 – CLASSIFICATION STRUCTURE

1.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching

1.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1, and subject to 1.1.2, progress to Level 11 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.

1.1.2 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

1.2 Permission to Teach Teachers with the Victorian Institute of Teachers

1.2.1 A Permission to Teach Teacher will be paid not less than Level 1.

1.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

1.3 Kindergarten Teachers

1.3.1 A Kindergarten Teacher, who has a 4-year approved training course beyond secondary school, including a teacher training, will commence at Level 1 and subject to 1.3.2, progress to Level 11 in annual increments on the anniversary of the Kindergarten Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1.3.2 A Kindergarten Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

1.4 Teachers holding Positions of Responsibility

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

1.4.2 The rate of pay is linked to a position of responsibility rather than tied to an individual teacher.

1.4.3 The Principal determines who is eligible for the rate of pay.

1.4.4 The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required, the amount to be paid and whether attendance is required during the period of Non Attendance Time.

SCHEDULE 2 – RATES OF PAY

2.1 Annual Rate of Pay

The annual rate of pay for a Full Time Teacher will be not less than that prescribed by the following table.

From the first pay period commencing on or after

Current Level and
Rate of Pay

New Level

1 May 2008

1 January
2009

1 January
2010

1 January
2011

2008
Allowance

13 \$66,468

11

\$75,500

\$77,546

\$80,423

\$83,415

\$1,000

12 \$65,414

10

\$68,619

\$70,479

\$73,094

\$75,813

\$1,000

11 \$63,447

9

\$66,556

\$68,360

\$70,896

\$73,533

10 \$61,539

8

\$64,554

\$66,303

\$68,763

\$71,321

9 \$59,401

7

\$62,312

\$64,001

\$66,375

\$68,845

\$1,000

8 \$57,755

6

\$60,585

\$62,227

\$64,536

\$66,936

\$1,000

7 \$56,154

5

\$58,906

\$60,502

\$62,747

\$65,081

\$1,000

6 \$54,598

4

\$57,273

\$58,825

\$61,007

\$63,277

\$1,000

5 \$53,085

3

\$55,686

\$57,195

\$59,317

\$61,524

\$1,000

4 \$50,184

2

\$52,643

\$54,070

\$56,076

\$58,162

\$1,000

3 \$48,793

1

\$51,184

\$52,571

\$54,521

\$56,550

\$1,000

2 \$47,441

1

\$51,184

1 \$46,127

1

\$51,184

2.2 Translation arrangements

2.2.1 From the first pay period commencing on or after 1 May 2008, a Teacher on the Current Level will translate to the New Level in accordance with the translations in the table provided below.

Current Level

New Level

13

11

12 (for 12 months or more)

11

12 (for less than 12 months)

10

11

9

10

8

9

7

8

6

7

5

6

4

5

3

4

2

3

1

2

1

1

1

2.2.1 A Full Time Teacher classified at a New Level in 2008 to which a \$1,000 allowance applies, will be paid the allowance as a lump sum. A Part Time Teacher will be paid a pro rata payment based upon the Teacher's time fraction, at the date that this Agreement is approved by Teachers. The allowance is not payable to teachers on leave without pay.

2.3 Weekly Rate of Pay

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

2.4 Annual Leave Loading

The annual rate of pay in 2.1 does not include annual leave loading.

2.5 Casual Rate of Pay

2.5.1 The rate of pay for a Casual Teacher will not be less than the rate of pay specified by the following table.

From the first pay period commencing on or after

1 August 2008

\$

1 January 2009

\$

1 January 2010

\$

1 January 2011

\$

Per hour

37.87

38.90

39.95

41.03

Per day

227.11

233.26

239.59

246.08

2.5.2 The minimum engagement will be for not less than two hours on a day.

2.5.3 The maximum daily rate is the rate specified in the following table.

2.5.4 The payment for any day, if less than the maximum daily rate, is calculated to the nearest fifteen (15) minutes.

2.6 Rates of Pay for Positions of Responsibility

2.6.1 The following rates of pay apply to a position of responsibility from the first pay period commencing on or after 1 May 2008. The nature of the roles for each of the four levels will be outlined annually in the Staff Handbook.

Level

Current

\$

From the first pay period commencing on or after 1 May 2008

\$

1

2,650

2,780

2

3,395

3,561

3

4,505

4,726

4

5,620

5,895

2.6.2 The rates of pay in 2.6.1 will be increased by not less than 2.7 per cent on

- 1 January 2009;
- 1 January 2010; and
- 1 January 2011.

2.6.3 Where the position of responsibility is shared, the rate of pay will be shared.

2.6.4 The Employer will review the position of responsibility levels and allowances, with a view to expanding the options and values, for implementation in 2009. The Employer will consult with the Workplace Consultative Committee regarding the positions of responsibility and the rates of pay for the period from 2009 to 2011.

