

**Lauriston Girls' School  
Employee Collective Agreement 2007  
(Effective 1 Feb 2007)**

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## **PART ONE – APPLICATION AND OPERATION OF AGREEMENT**

### **1 TITLE**

This Agreement will be known as the Lauriston Girls' School Certified Agreement 2007 ("the Agreement")

### **2 COVERAGE**

2.1 This Agreement covers school teachers, school assistants, early childhood teachers (kindergarten teachers) and early childhood assistants (kindergarten assistants).

### **3 COMMENCEMENT DATE AND PERIOD OF OPERATION**

3.1 This Agreement operates on and from 1 February 2007.

3.2 The nominal expiry date of this Agreement is 31 January 2010.

### **4 PARTIES BOUND**

4.1 This Agreement is made pursuant to section 327 (of the Workplace Relations Act 1996 (Cth.) between;

Lauriston Girls' School ("the School") (ABN 15 004 264 402); and

all teachers and school assistants, early childhood teachers (kindergarten teachers) and early childhood assistants (kindergarten assistants) employed by the School

### **5 DEFINITIONS**

For the purpose of this Agreement:

Casual Employee Means a person employed as an Emergency Teacher or a School Assistant or Early Childhood Assistant employed on an ad hoc basis.

Early Childhood Assistant means a person employed as a Kindergarten Assistant.

Early Childhood Teacher means a person employed as a Kindergarten Teacher.

Emergency Teacher means an Employee employed pursuant to clause 27 of this Agreement.

Employee means a person employed as a Teacher, Early Childhood Teacher, School Assistant or Early Childhood Assistant under this Agreement.

Employer means Lauriston Girls' School (ABN 15004 264 402)

Fixed Term Employee means an Employee employed pursuant to clause 24 of this Agreement.

Full-time Employee	means an Employee employed pursuant to clause 22 of this Agreement.
Part-time Employee	means an Employee employed pursuant to clause 23 of this Agreement.
Replacement Employee	means an Employee employed pursuant to clause 34.12 of this Agreement.
School	means Lauriston Girls' School
School Assistant	means a teacher assistant, AV assistant, library assistant or student service assistant.
School Year	means the twelve months from the commencement of the first day of February in a year to the commencement of the first day of February of the following year.
Teacher	means a teacher who is registered or granted permission pursuant to the Victorian Institute of Teaching Act 2001 (Vic.) and includes a qualified Employee librarian but does not include a person employed as a principal or a deputy principal, by whatever name called and excludes sessional music teachers and sports coaches.

## **6 RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS**

**6.1** This Agreement replaces in full the Lauriston Girls' School Certified Agreement 2004.

**6.2** The Agreement encompasses all terms and conditions of employment and shall operate to the exclusion of any and all other agreements and/or awards. The following protected award conditions are either modified or excluded in the Agreement:

- Public Holidays and Substitute days
- Responsibility Allowances
- Breaks
- Annual leave loading

## **PART TWO – TERMS AND CONDITIONS OF EMPLOYMENT**

### **7 EMPLOYMENT RELATIONSHIP**

#### **7.1 Letter of Appointment**

Upon engagement, the Principal will issue each teacher/school assistant, kindergarten assistant (other than an emergency teacher or a casual school assistant) with a letter of appointment that will inter alia, detail any applicable conditions that are not part of this Agreement.

#### **7.2 Qualifying Period**

The qualifying period will be six months from the employee's start date.

#### **7.3 Intellectual Property**

In accepting of renewing employment with the School, the School and the Employees acknowledge and accept that:

- (a) the School owns copyright in any original work or other subject matter brought into existence by the Employee pursuant to the ordinary terms of his or her employment with the School;
- (b) no reproduction of the original work or other subject matter shall be made by the Employee without the written consent of the School Principal, such consent not being reasonably withheld;
- (c) 'work' includes but is not limited to any original musical composition, diagram or illustration, examination paper, text book and notes, model answers and graphs.

**7.4** Nothing in this Agreement alters or modifies the Employee's moral rights in an original work or other subject matter. Written consent must be obtained from the Employee prior to any alteration, omission, distortion or modification proposed to be undertaken by the School. Identification of the Employee as author/creator must be clear and reasonably prominent.

### **8 EMPLOYEE ASSISTANCE PROGRAM**

The School will provide an Employee Assistance Program to all staff

### **9 STAFF DAYS**

**9.1** Employees covered under this agreement will be required to attend a maximum of seven student free days each year. Staff days will be advised in advance and will be included in the calendared term dates.

### **10 POLICIES AND PROCEDURES**

**10.1** All employees covered under this agreement will be required to attend briefings related to the School's policies and procedures.

**10.2** The School will also endeavour to make this information available via other communication channels including but not limited to the School's intranet, and online training.

**10.3** Employees are expected to comply with all policies and procedures (and as varied from time to time).

## **11 POLICE CHECKS**

**11.1** An Employee is required to inform the Principal or delegate immediately if a criminal charge, conviction or investigation has been brought against the Employee that may affect duties and responsibilities as a teacher / teacher assistant e.g. sex offence, or an offence against minors. Minor offences e.g. parking fines etc are excluded.

## **12 WORKING WITH CHILDREN CHECKS**

**12.1** An Employee not currently registered with the Victorian Institute of Teaching will be required to undergo a Working with Children Check at their own cost.

**12.2** In the event that an Employee, who is not registered with the Victorian Institute of Teaching, commences employment with the School and either fails to present an Assessment Notice or is issued with a Negative Notice from the Department of Justice, the School reserves the right to terminate the Employee's employment without notice.

## **13 ANNUAL REVIEW**

**13.1** The School will review rates of pay on an annual basis, having regard to salary movements in the education sector. Any increase resulting from the review will be payable from 1 February of the following year.

**13.2** In the event no negotiating committee is available to enter into salary discussions with the School, an increase of 3 percent per year for the duration of the agreement will be guaranteed.

## **14 DISCRETIONARY INCREASES**

**14.1** A further component may be paid to an Employee as an allowance in the absolute discretion of the Principal. In applying the discretionary component to an Employee, the important criterion is the taking on of additional duties and/or engaging in activities which benefit the School and for which no time or monetary allowance has otherwise been made.

## **15 REMUNERATION PACKAGING**

**15.1** The School will make remuneration packaging available to Employees, provided there is no additional cost to the School, after the employee advises in writing that they wish to access salary packaging arrangements. Employees should refer to the School's policy on Remuneration packaging.

## **16 PAYMENT OF SALARIES**

**16.1** All salaries payable will be paid monthly as an electronic transfer to the Employee's nominated financial institution.

**17 MEAL ALLOWANCE**

**17.1** The School will supply an Employee with a meal should the School require an Employee to remain at school continuously until after 7 p.m. on any day.

**18 CAMP ALLOWANCE**

**18.1** Employees attending overnight whole year level camps or other curriculum based camps for years Prep- 12 are entitled to payment of an allowance of A\$60 per night.

**18.2 Overseas Camps**

An allowance of A\$60 per night will be paid only where a teacher is required to fully supervise students and is required to stay with students as part of a student activity.

**18.3** Outdoor education camps and extra curricular camps ( including rowing and snow sports) will not qualify for the camp allowance

**19 SUPERANNUATION**

**19.1** Employees are able to choose any complying fund where the School is not required to sign up as a participating employer. Should an Employee not nominate a complying fund for this purpose, the superannuation contribution will be made to VISSF.

**20 PROFESSIONAL GROWTH / PERSONAL REFLECTION PROGRAM**

**20.1** All Employees will take part in a Professional Growth Program.

**20.2** The Professional Growth Program provides principles and processes which help to ensure that our teaching and learning practice embodies our mission and reflects our values.

**20.3** The program will be reviewed no more than once each school year.

**20.4** If required to participate in the Professional Growth / Personal Reflection, the employee will be provided with advanced warning and will be involved in the interview and will be given an opportunity to provide supporting documentation.

## **PART THREE – CLASSIFICATION, REMUNERATION AND RELATED MATTERS**

### **21 MODES OF EMPLOYMENT**

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

### **22 FULL TIME EMPLOYEES**

- 22.1** The School may engage an Employee on a full time basis in accordance with this clause.
- 22.2** The School will determine the ordinary full time face to face class room teaching hours per week. For the purpose of the formula, the maximum is deemed to be 18.75 hours per week secondary, 21 hours per week primary and 21 hours per week for an Early Childhood Teacher.
- 22.3** The School may require a Full Time Employee to participate in all aspects of the school programme as required by the School including, but not limited to, pastoral care, co-curriculum activities, assembly, grounds duty and staff meetings.

### **23 PART TIME EMPLOYEES**

- 23.1** The School may employ an Employee on a part time basis in accordance with this clause.
- 23.2** A Part Time Employee is entitled to be paid a pro-rata salary of a Full Time employee
- 23.3** The pro-rata salary for a Part Time Teacher is calculated using a formula based on the Employee's hours of face to face teaching over the hours of a Full Time Teacher's ordinary face to face teaching. For the purpose of this formula, the maximum hours of a Full Time Teacher's face to face teaching is deemed to be 18.75 hours per week secondary, 21 hours per week primary and 21 hours per week for an Early Childhood Teacher.
- 23.4** The School may require a Part Time Teacher to fulfil the same aspects of the school programme and duty requirements (including, but not limited to, pastoral care, co-curriculum activities, assembly, grounds duty and staff meetings) as a full time teacher but on a pro rata basis.
- 23.5** The School will specify the hours of work upon appointment and may vary such hours by agreement from time to time.
- 23.6** A Part Time Employee will qualify for the same benefits and conditions as a full time employee but on a pro rata basis.

### **24 FIXED TERM EMPLOYEES**

- 24.1** The Employer may employ an Employee to work on either a Full Time or Part Time basis for a fixed period of time to replace another Employee or to work for a specified period of time to complete a task for which funding has been made available or which is for a limited period of operation.

- 24.2** Fixed Term employee is entitled to the benefits of this Agreement on a pro rata basis.
- 24.3** Before employing a fixed term employee on a replacement basis, the Employer will inform the fixed term Employee of:
- the temporary nature of the employment;
  - the benefits which are applicable under this Agreement; and
  - the rights of any Employee being replaced.
- 24.4** The termination of employment of a replacement Employee will be by the expiry of the period of employment or in accordance with the provisions of Clause 40.

## **25 CASUAL EMPLOYEES**

- 25.1** The School may employ an Employee to work on a casual basis
- 25.2** A Casual employee is entitled to be paid an hourly rate of pay and a loading of 25 percent.
- 25.3** The loading paid to a Casual Employee is in lieu of the following entitlements under this Agreement:
- notice of termination of employment
  - redundancy
  - remuneration packaging
  - school holidays
  - leave loading
  - public holidays
  - paid personal/carer's leave
  - paid compassionate leave
  - long service leave
  - accident make-up pay .

## **PART FOUR – SPECIFIC TERMS AND CONDITIONS OF EMPLOYMENT**

### **26 SCHOOL TEACHERS AND EARLY CHILDHOOD TEACHERS CLASSIFICATIONS AND RATES OF PAY**

- 26.1** Four year trained registered teachers and Early Childhood Teachers with no prior experience will commence at Level 1.1 and will progress to Level 2.6 in annual increments on the anniversary of the teacher's teaching appointment, or in the case of non-continuous service, after the equivalent of a school year.
- 26.1.1** 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.
- 26.2** A full-time registered teacher or Early Childhood Teacher will be paid not less than the following annual rate of pay from the first full pay period to commence on or after 1 February 2007. The annual rate of pay is for all hours worked by the Full Time Teacher or Early Childhood Teacher including any reasonable additional hours as required by the School. The following rates of pay are inclusive of leave loading.

Level	1 Feb 2007
1.1	48,430
1.2	49,810
1.3	51,232
1.4	52,691
1.5	54,193
1.6	55,738
2.1	57,326
2.2	58,960
2.3	60,642
2.4	62,369
2.5	64,417
2.6	65,975
Exemplar Teachers	
3.1	67,856
3.2	69,790

### **26.3 Responsibility Allowances**

- 26.3.1** A responsibility allowance will be paid to a Teacher where the School requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the School.
- 26.3.2** An allowance is linked to a position of responsibility rather than tied to an individual Teacher.
- 26.3.3** The Principal determines who is eligible for a responsibility allowance.
- 26.3.4** The Principal will provide written advice to a Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.
- 26.3.5** Where the position of responsibility is shared, then payments may also be shared.

### **26.4 Exemplar Teacher Classifications**

#### **26.4.1 Exemplar Teacher Definition:**

An Exemplar Teacher is an outstanding and inspirational teacher regarded as a role model by the wider school community, and who has:

- Demonstrated commitment to the vision and mission of Lauriston Girls' School
- Demonstrated a high level of knowledge of relevant curriculum areas, a high level of classroom teaching skills and a capacity to improve student learning
- Demonstrated ability to contribute to and engage in the development, implementation and evaluation of programs and initiatives that enhance student learning
- Demonstrated commitment to ongoing professional learning and demonstrated contribution to professional learning of others
- Excellent communication and interpersonal skills

**26.4.2** Two salary levels will exist within this classification.

**26.4.3** Level 3.1 Exemplar Teacher

Exemplar Teacher Level 3.1 can be accessed by any member of the teaching staff who:

- Has been at the top of the experienced teacher scale (Level 2.6 of the Certified Agreement salary scale) for a minimum of twelve months.
- Is not in receipt of a salary (including allowances), which does not exceed that of Exemplar Teacher level 3.1
- Meets the criteria set out for the classification.
- Applications for Level 3.1 must be submitted to Human Resources by the end of Term 3 prior to the year of eligibility.

**26.4.4** Level 3.2 Exemplar Teacher

Level 3.2 of the Exemplar Teacher classification can be accessed by any member of the teaching staff who;

- Has been at level 1 of the Exemplar Teacher award for a minimum of twelve months.
- Is not in receipt of a salary, (including allowances) which does not exceed that of Exemplar Teacher level 3.1
- Meets the criteria set out for the classification
- Most recent Performance Appraisal Report indicates that the teacher is performing the duties of the Exemplar Teacher level 3.1 to a very high standard.

Staff in receipt of Level 3.2 must apply every two years to the Principal (via Human Resources) to extend their tenure, and will be assessed against the criteria detailed in 30.2.2

## **27 EMERGENCY TEACHER**

**27.1** The School may engage an Teacher or Early Childhood Teacher on a daily or half day basis to fill in for a teacher who is absent from duty.

**27.2** An Emergency Teacher must not be engaged pursuant to this clause for longer than 15 consecutive school days, or for up to one term by agreement between an individual Emergency Teacher and the School.

**27.3** The School can require an Emergency Teacher to undertake the full teaching load and extra curricular duties of the Employee who is absent from duty.

**27.4** An Emergency Teacher will be paid not less than the rates of pay as follows:

	From 1/2/2006
Full day	\$195
Half Day	\$97.50

**27.5** An Emergency Teacher is not entitled to the following entitlements under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- school holidays
- leave loading
- public holidays
- paid personal/carer's leave
- paid compassionate leave
- long service leave
- accident make-up pay
- Parental Leave.

**28 SCHOOL ASSISTANTS CLASSIFICATIONS AND RATES OF PAY**

**28.1** A Full time School Assistant will be paid not less than the following annual rate of pay. The annual rate of pay is inclusive of leave loadings and is for all hours worked by the School Assistant including any reasonable additional hours. All rates of pay will be payable from the first full pay period to commence on or after 1 February 2007.

Level	School Assistants in Receipt of School Holidays Without Deduction of Pay
Grade 1	
In first year of experience	28,816
In second year of experience	29,707
In third year of experience	30,621
In fourth year of experience	31,464
In fifth year of experience	32,391
Grade 1A	
In first year of experience	33,364
In second year of experience	34,160
Grade 2	
In first year of experience	34,160
In second year of experience	35,039
In third year of experience	35,944
In fourth year of	36,834

Level	School Assistants in Receipt of School Holidays Without Deduction of Pay
experience	
In fifth year of experience	37,712
In sixth year of experience	38,616
Grade 3	
In first year of experience	38,616
In second year of experience	39,684
In third year of experience	40,754
In fourth year of experience	41,834
In fifth year of experience	42,916
In sixth year of experience	43,972
Grade 4	
In first year of experience	41,834
In second year of experience	42,916
In third year of experience	43,972
In fourth year of experience	45,054
In fifth year of experience	46,123
In sixth year of experience	47,192

**28.2** School assistants required to work on a weekend will be paid a minimum of three hours at time and a half rates for external functions.

**28.3** School related weekend functions will be paid at normal rates of pay.

## **29 EARLY CHILDHOOD ASSISTANTS CLASSIFICATIONS AND RATES OF PAY**

**29.1** A Full time Early Childhood Assistant will be paid not less than the following annual rate of pay. The annual rate of pay is inclusive of leave loading and is for all hours worked by the Early Childhood Assistant including any reasonable additional hours. All rates of pay will be payable from the first full pay period to commence on or after 1 February 2007.

**29.2** An early childhood assistant with no prior experience will commence at the first year of experience level and progress in annual increments after the equivalent of one year of experience. An early

childhood assistant employed for 40 per cent or less of a full-time load will be required to complete 24 months' service before progressing to the next level.

Grade	Assistants in Receipt of School Holidays without Deduction of Pay 1 Feb 2007
At commencement	28,816
In first year of experience	29,707
In second year of experience	30,622
In third year of experience	31,464
In fourth year of experience	32,391
In fifth year of experience	33,364

## **PART FIVE – LEAVE**

### **30 ANNUAL LEAVE AND SCHOOL HOLIDAYS**

#### **30.1 Entitlement**

**30.1.1** An Employee other than in the circumstances prescribed in Clause 27 is entitled to school holidays without deduction of pay. School holidays are deemed to include 4 weeks annual leave.

**30.1.2** The School may reduce an Employee's entitlement to school holidays where an Employee has taken unpaid leave in excess of ten working days in any school year (where unpaid leave for the purposes of clause 30.1.2 and 30.1.3 excludes personal leave).

**30.1.3** An Employee's entitlement to school holidays which has been reduced by a period of unpaid leave exceeding ten days will be calculated as follows:

$$\frac{\text{Employee's working weeks (excluding unpaid leave in excess of 10 days)}}{\text{Number of working weeks in school year}} \times \frac{\text{Number of school holiday weeks in a school year}}{\text{School holidays already paid}}$$

**30.1.4** Where an Employee's entitlement to paid school holidays has been reduced pursuant to clause 30.1.3 of this Agreement the period which but for that reduction would have been paid school holidays will be unpaid leave and will be counted as service for all purposes of this Agreement.

#### **30.2 Part-time Employee's entitlement**

A Part Time Employee employed pursuant to clause 23 of this Agreement is entitled to school holidays on the same proportionate basis as the Employee's annual salary is calculated.

### **30.3 Employment for less than a school year**

An Employee 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 Employee'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.

## **31 PUBLIC HOLIDAYS**

### **31.1 Standard days**

**31.1.1** An Employee is entitled to holidays on the following days:

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

**31.1.2** An exception to this is that public holidays occurring during leave in accordance with clause 31 of this Agreement do not create additional entitlement.

### **31.2 Holidays in lieu**

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

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

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

**31.2.4** Where the Howqua boarding campus does not observe a prescribed public holiday falling during a term week, the School will provide a substitute day.

### **31.3 Additional days**

Where in Victoria, public holidays are declared or prescribed on days other than those set out in clauses 31.2 of this Agreement, those days will constitute additional days for the purpose of this Agreement.

### **31.4 Substitute days**

**31.4.1** By agreement between the School and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

**31.4.2** The School and an Employee may agree to the Employee taking another day as the public holiday in lieu of the day which is being observed pursuant to 31.2.

**31.4.3** An agreement made pursuant to clause 31.2 of this Agreement must be recorded in writing. The agreement must be made available to every affected Employee.

**31.4.4** Where the School proposes to substitute a day other than a public holiday prescribed by this Agreement, the School will give no less than five (5) working days' notice of the intention to reach agreement to this effect.

## **32 PERSONAL LEAVE**

### **32.1 Application**

This clause does not apply to a Casual Employee or Emergency Teacher except that a Casual Employee or an Emergency Teacher is entitled to unpaid carer's leave pursuant to clause 32.5.7.

### **32.2 Definitions**

In this clause the term immediate family means:

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

### **32.3 Entitlement**

Paid personal leave is available to an Employee when the Employee is absent:

- due to personal illness or injury, or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care or support due to an unexpected emergency.

**32.3.1** An Employee is entitled to 15 days of paid personal leave in each year of service. This leave is cumulative and may be taken for part of a single day.

### **32.4 Sick Leave**

**32.4.1** An Employee is entitled to access personal leave entitlements where the Employee is unable to perform the Employee's duties by reason of personal illness or injury.

The amount of personal leave an Employee may take as sick leave depends on how long the 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, an additional three days at the commencement of each subsequent school term; and
- in the second and each subsequent year of service, 15 days at the commencement of that year.

**32.4.2** Accumulated personal leave may be used for sick leave if the current sick leave entitlement is exhausted.

#### **32.4.3 Employee must give notice**

An Employee must, as soon as reasonably practicable and during the ordinary hours of the first day of such absence, inform the Employer of the Employee's inability to attend for duty and state the nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the Employer during the ordinary hours of the first day of such absence, the Employee will endeavour to inform the School within 24 hours.

#### **32.4.4 Evidence supporting claim**

An Employee is entitled to sick leave provided that:

- a medical certificate (or a statutory declaration where it is not reasonably practicable for the employee to provide a medical certificate) to the Employer for any absence of more than two consecutive days; or
- a medical certificate (or a statutory declaration where it is not reasonably practicable for the employee to provide a medical certificate) 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; or
- a medical certificate (or a statutory declaration where it is not reasonably practicable for the employee to provide a medical certificate) 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 to the Employer exceeds five days in the one year.

#### **32.4.5 Sick leave whilst on long service leave**

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

#### **32.4.6 Infectious diseases leave**

An Employee who is suffering from one of the infectious diseases known as:

- German measles;
- Chickenpox;
- Measles;
- Mumps;
- Scarlet fever;
- Whooping cough;
- Rheumatic fever; or
- Hepatitis;

will be granted special leave without deduction of pay provided that 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.

#### **32.4.7** The Employee must also produce a medical certificate which specifically names the disease.

## **32.5 Carer's Leave**

**32.5.1** An Employee is entitled to use the Employee's personal leave to care for members of the Employee's immediate family or household who are sick and require care and support or who require care or support due to an unexpected emergency.

**32.5.2** An Employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

**32.5.3** Not more than 10 days of personal leave can be used in a year by an Employee for the purposes of carer's leave which includes any untaken personal leave accumulated from previous years.

**32.5.4** By agreement between the Employer and an individual Employee, the Employee may access an additional amount of the Employee's accrued personal leave for carer's leave

### **32.5.5 Notice required for carer's leave**

(a) When taking carer's leave the notice must include:

- the name of the person requiring care and support and the person's
- relationship to the Employee;
- the reasons for taking such leave; and
- the estimated length of absence.

(b) If it is not practicable for the Employee to give prior notice of absence, then the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

### **32.5.6 Evidence supporting claim**

(a) The Employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration, the nature of the illness and that the illness is such as to require care by another.

(b) When taking leave to care for members of the Employee's immediate family or household who require care or support due to an unexpected emergency, the Employee must, if required by the employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

### **32.5.7 Unpaid carer's leave**

(a) Where an Employee has exhausted all paid personal leave entitlements, the Employee is entitled to a period of up to two days unpaid carer's leave for each occasion to care for members of the Employee's immediate family or household who are ill or injured and require care or support or who require care due to an unexpected emergency.

(b) This leave may be taken in a single, unbroken period of up to two days or any separate periods to which the Employee and the Employer agree.

(c) The Employee is only entitled to unpaid carer's leave if the Employee has complied with the notice and documentation requirements in clause 32.5.5 and 32.5.6 of this Agreement.

## **32.6 Compassionate Leave**

### **32.6.1 Entitlement**

**32.6.2** An Employee make take two days per occasion when a member of the Employee's immediate family or household contracts or develops a personal injury or illness that poses a serious threat to life or dies.

**32.6.3** This leave may be taken in a single unbroken period of two days or separate periods of one day or as agreed by the Employer and the Employee.

**32.6.4** The Employee is entitled to compassionate leave only if the Employee gives his or her employer any evidence that the Employer reasonably requires of the illness, injury or death.

## **33 SPECIAL LEAVE**

**33.1** At the discretion of the Principal, a teacher/school assistant may request leave in special circumstances involving pressing domestic necessity or bona fide removal to a new place of residence which, if granted, will be debited against the teacher's/school assistant's accrued sick leave entitlement under the Personal Leave clause of the relevant award.

## **34 PARENTAL LEAVE**

### **34.1 Application**

**34.1.1** Subject to the terms of this clause, an Employee is entitled to maternity; paternity and adoption leave in connection with the birth or adoption of a child.

**34.1.2** The provisions of this clause apply to a Full Time or Part Time Employee but do not apply to a Casual Employee who is not an eligible Casual Employee as defined in Clause 34.1.3.

**34.1.3** For the purposes of this Clause, an *eligible casual employee* is a casual employee:

- (d)** who has been engaged by the School on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- (e)** 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.

**34.1.4** The Employer will not fail to re-engage an Employee because:

- (a)** the Employee or the Employee's spouse is pregnant; or
- (b)** the Employee is or has been immediately absent on parental leave

**34.1.5** The rights of the Employer in relation to the engagement and re-engagement of a casual Employee are not affected, other than in accordance with this clause.

## **34.2 Definitions**

- 34.2.1** For the purpose of this clause, **child** means a child of the Employee under school age or a child under school age who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.
- 34.2.2** In relation to clauses 34.7 of this Agreement, spouse includes a de facto or former spouse.
- 34.2.3** In relation to clause 34.8 of this Agreement, spouse includes a de facto spouse but does not include a former spouse.
- 34.2.4** For the purpose of this clause, continuous service is work for the Employer on a regular and systematic basis (including any period of authorised leave or absence).

## **34.3 Basic Entitlement**

- 34.3.1** After twelve months' continuous service, parents are entitled to a combined total of 52 weeks' unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 34.3.2** Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- (a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
  - (b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- 34.3.3** Parental leave, other than leave taken pursuant to clause 34.3.2 of this Agreement, should preferably commence on the day following the last day of a school term and conclude on the day proceeding the first day of a school term. In order to facilitate such arrangements, the Employer, where necessary, will extend the period of parental leave beyond the maximum prescribed entitlement should an Employee agree to return from parental leave on the commencement of the school term immediately following the maximum period of parental leave otherwise required to be afforded to the Employee.

## **34.4 Variation of parental leave**

Where an Employee takes leave under clause 34.3 of this Agreement, unless otherwise agreed between the Employer and the Employee, the Employee may apply to the Employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than seven weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 34.3 of this Agreement.

## **34.5 Right to request**

- 34.5.1** An Employee entitled to parental leave pursuant to the provisions of clause 34.3 of this Agreement may request the Employer to allow the Employee:

- (a) to extend the period of simultaneous unpaid parental leave provided for in clause 34.3.2 of this Agreement up to a maximum of eight weeks,
  - (b) to extend the period of unpaid parental leave provided for in clause 34.3.1 of this Agreement by a further continuous period of leave not exceeding 12 months,
  - (c) to return from a period of parental leave on a part-time basis until the child reaches school age,
- to assist the Employee in reconciling work and parental responsibilities.

#### **34.5.2 Request to be considered**

The Employer will consider the request 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.

#### **34.5.3 Employee's request and Employer's decision to be in writing**

The Employee's request and the Employer's decision made under clause 34.5 of this Agreement must be recorded in writing.

#### **34.5.4 Request to return to work part-time**

Where an Employee wishes to make a request under clause 34.5.1 of this Agreement, such a request must be made as soon as possible but no less than ten weeks prior to the date upon which the Employee is due to return to work from parental leave.

### **34.6 Maternity leave**

**34.6.1** An Employee must provide notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- (a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant) – at least ten weeks;
- (b) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken – at least seven weeks.

**34.6.2** When the Employee gives notice under clause 34.6.1 of this Agreement the Employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

**34.6.3** An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

**34.6.4** Subject to clause 34.6.1 of this Agreement and unless agreed otherwise between the Employer and the Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

**34.6.5** Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, the Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

**34.6.6 Special maternity leave**

- (a) Where the pregnancy of an Employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- (c) Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

**34.6.7** Where leave is granted under clause 34 of this Agreement, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed seven weeks from the recommencement date desired by the Employee.

**34.7 Paternity leave**

**34.7.1** An Employee will provide to the Employer at least ten weeks prior to each proposed period of paternity leave:

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (c) except in relation to leave taken simultaneously with the child's mother under clauses 34.5.1 of this Agreement, a statutory declaration stating:
  - (i) he will take that period of paternity leave to become the primary care-giver of a child;
  - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
  - (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

**34.7.2** The Employee will not be in breach of clause 34.7.1 of this Agreement 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.

## **34.8 Adoption leave**

- 34.8.1** The Employee will notify the Employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.
- 34.8.2** Before commencing adoption leave, an Employee will provide the Employer with a statutory declaration stating:
- (a)** the Employee is seeking adoption leave to become the primary care-giver of the child;
  - (b)** particulars of any period of adoption leave sought or taken by the Employee's spouse; and
  - (c)** that for the period of adoption leave the Employee will not engage in any conduct inconsistent with the Employee's contract of employment.
- 34.8.3** The Employer may require an Employee to provide confirmation from the appropriate government authority of the placement.
- 34.8.4** Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding seven weeks from receipt of notification for the Employee's return to work.
- 34.8.5** An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 34.8.6** An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

## **34.9 Parental leave and other entitlements**

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 34.5.1 of this Agreement.

## **34.10 Transfer to a safe job**

- 34.10.1** Where an Employee who is pregnant provides her Employer with a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
- (a)** illness, or risks, arising out of her pregnancy; or
  - (b)** hazards connected with that position.

the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment.

**34.10.2** If the transfer to a safe job is not practicable, then the Employee may elect, or the Employer may require the Employee to commence paid parental leave ending at whichever of the following times is applicable:

- the end of the period stated in the medical certificate; or
- if the Employee's pregnancy results in the birth of a living child—the end of the day before the date of birth; or
- 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.

**34.10.3** If the Employee takes paid leave during a period, then the Employer must pay the Employee for that period the amount the Employee would reasonably have expected to be paid by the Employer if the Employee had worked during that period.

**34.10.4** If the Employee takes paid leave in accordance with this clause, then any entitlement to leave is in addition to any other leave entitlement she has.

#### **34.11 Returning to work after a period of parental leave**

**34.11.1** An Employee will notify of the Employee's intention to return to work after a period of parental leave at least seven weeks prior to the expiration of the leave.

**34.11.2** 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 34.10 of this Agreement, the Employee will be entitled to the position the Employee held immediately before such transfer. A Part Time Employee will be entitled to the same time fraction.

**34.11.3** 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.

**34.11.4** For the purpose of this clause, **position** includes a position of responsibility but does not necessarily include the same classes and/or subjects or duties.

#### **34.12 Replacement Employee**

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

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

#### **34.13 Communication during parental leave**

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

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

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

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

**34.13.3** The Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 34.13.1 of this Agreement.

**34.14 Parental leave allowance**

**34.14.1** Where an Employee is granted parental leave, as the primary care giver, in accordance with this agreement, and the Employee has completed one or more years of continuous service with the School, the Employee will be paid a parental leave allowance equivalent to 12 week's pay. The weekly rate of pay used for making the payment will be that paid to the Employee immediately before they take parental leave.

**34.14.2** Payment will be made over three months on provision of a birth certificate for the child.

**34.14.3** An employee will only be entitled to payment of the parental leave allowance for a subsequent child provided the employee has completed one full year of service between the periods of parental leave taken.

**34.15** An Employee can be granted up to 5 days paid paternity leave allowance within two weeks of the child being discharged from hospital provided they do not also receive a payment as the primary care giver.

**34.16** No leave entitlements accrue as a consequence of the payment made under this clause.

## **35 LEAVE WITHOUT PAY**

- 35.1** Leave without pay is granted at the discretion of the Principal after considering a request made by the employee. The request must be in writing and must state that leave without pay will not count towards period of service.
- 35.2** Leave without pay shall not be treated as service for purposes of annual leave/school holiday leave, sick leave, long service leave or other entitlements which accrue on length of service.
- 35.3** The School shall not make any School superannuation contributions for the period of an employee's absence on leave without pay.

## **36 LONG SERVICE LEAVE**

### **36.1 Preamble**

An Employee is entitled to long service leave on ordinary pay in respect of continuous employment with one and the same School or the School's successor.

### **36.2 Teacher's Entitlement**

- 36.2.1** An Employee who has completed 10 years' continuous employment with the School is entitled to 13 weeks' long service leave.
- 36.2.2** An Employee is entitled to an additional 6 1/2 weeks' (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the School.

### **36.3 School and Early Childhood Assistants Entitlement**

- 36.3.1** Until 31 January 2004, school assistants and kindergarten assistants accrue long service leave at the rate of 13 weeks after 15 years of service in accordance with the Long Service Leave Act 1992 (Vic). Leave accrued to 31 January 2004 will be preserved at the rate of accrual of the Long Service Leave Act 1992 (Vic) until the leave is taken.
- 36.3.2** For all service on and from 1 February 2004, school assistants and kindergarten assistants will commence accruing long service leave at the rate of 13 weeks after 10 years of service in accordance with the provisions of Clause 36.2.1.

### **36.4 Termination of employment**

- 36.4.1** An Employee who has completed at least 7 years of continuous employment with the School and whose employment is terminated for any cause other than by the School for serious misconduct, is entitled to be paid pro-rata long service leave upon the cessation of employment.

### **36.5 Illness on long service leave**

- 36.5.1** Subject to the production of a supporting medical certificate, a teacher who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the teacher is entitled to sick leave.

### **36.5.2 Sick leave whilst on long service leave**

The School may require an Employee who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the School's choice at the employer's expense, provided the practitioner is reasonably accessible to the Employee.

**36.5.3** Subject to clause 36.5.2, the Employee's long service leave will be extended by the period of illness.

**36.5.4** An exception to 36.5.2 is that the School and an Employee may agree that the Employee will return from long service leave as planned with the period of illness increasing the teacher's accrued long service leave entitlement.

### **36.6 Payment of Long Service Leave**

**36.6.1** Where an Employee has been employed full-time or at the same part time fraction for the entire period of service, the Employee is entitled to be paid long service leave at the normal salary.

**36.6.2** Where an Employee's time fraction has varied, salary when proceeding on long service leave is calculated as follows:

#### **(a) Service prior to 1 February 1997**

**(i)** where all service of the Employee has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;

**(ii)** when full time employment falls last, any leave taken from the full time credit will be paid at the current full time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full time salary having regard to the ratio of average weekly hours over the last 12 months of part time employment to current full time weekly hours;

**(iii)** when part time employment falls last, leave taken from the full time credit will be paid at the salary applicable to the full-time equivalent of the present part time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part time employment;

**(iv)** if a teacher can show that the teacher's average weekly hours over the whole of the teacher's part time employment are greater than average weekly hours over the last 12 months of part time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

#### **(b) Service from 1 February 1997**

A teacher whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the teacher's time fractions over the period of eligible service.

### **36.7 Exceptions**

Despite anything in this clause for the purpose of determining the amount of long service leave or pay in lieu thereof to which a teacher or a teacher's personal representative is entitled in respect of the period

of employment commencing on or after 1 January 1965 and ending on 1 January 1980, so much of that period of employment as was commenced before 1 January 1980 will be reduced by one third.

**36.8** The School will permit an employee covered under this agreement to proceed on long service leave when leave equivalent to one school term has accrued notwithstanding that the teacher has not completed ten years' service provided that:

- (a) leave will be taken as a complete school term or terms; and
- (b) so long as a minimum of seven year's service has been completed.

**36.9 Long Service Leave Statements.**

**36.9.1** The School will provide statements to employees on an annual basis, informing them of their entitlement.

**36.10 Long Service Leave - Payment in Lieu**

**36.10.1** Where the School and employee agree, the employee may receive payment in lieu of taking part or all of the accrued long service leave entitlement. This provision has the express effect of overriding Section 74 of the Long Service Leave Act 1992 (Vic).

**36.11 Teachers with 10 or More Years of Continuous Employment**

**36.11.1** Teachers with ten (10) or more years of continuous employment with the School as at 1 February 2007, with an outstanding accrued long service leave entitlement of between thirteen (13) and twenty-six (26) weeks, must take not less than one (1) full school term of long service leave within a reasonable period not exceeding two (2) years from their ten (10) year anniversary date.

**36.11.2** Teachers with ten (10) or more years of continuous employment with the School from 1 February 2007, with an outstanding accrued long service leave entitlement of between thirteen (13) and twenty-six (26) weeks, must take not less than one (1) full school term of long service leave within a reasonable period not exceeding five (5) years from their ten (10) year anniversary date.

**36.11.3** Teachers with ten (10) or more years of continuous employment with the School as at 1 February 2007 with an outstanding accrued long service leave entitlement greater than twenty-six (26) weeks, must take not less than two (2) full school terms of long service leave by 1 February 2009.

**36.11.4** Upon each subsequent period of ten (10) years of continuous employment, the teacher must take not less than one full school term of long service leave within two (2) years of completing each subsequent ten (10) year period of continuous employment.

**36.11.5** Where the teacher does not take long service leave in accordance with 36.11.1, 36.11.2, 36.11.3, or 36.11.4, the School may direct the teacher to take not less than one full school term of long service leave if more than ten weeks of long service leave has accrued.

**36.11.6** Where the teacher requests to take long service leave in accordance with 36.11.1, 36.11.2, 36.11.3, or 36.11.4 or where the School directs the teacher to take long service leave in accordance with 36.11.5, a minimum of six months notice is required.

**36.11.7** The requirement to take long service leave under 36.11.1, 36.11.2, 36.11.3, or 36.11.4 may be varied upon application to the Principal.

## **PART SIX - INTRODUCTION OF MAJOR CHANGE**

### **37 DISCUSSION OF CHANGE**

- 37.1** Where the School has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on teachers/school assistants, the School will:
- Discuss the proposed changes with the teachers/school assistants who may be affected as early as practicable and the staff as appropriate, and
  - Provide relevant information concerning the nature of the changes proposed, the expected effects of the changes on teachers/school assistants and details of any measures to avert or mitigate and adverse effects of the proposed changes, and
  - Give prompt consideration to matters raised by teachers/school assistants,

Provided that confidential information inimical to the School's interests will not be disclosed.

- 37.2** For the purpose of the clause, significant effects include:
- Termination of employment
  - Major changes in the composition, operation or size of the School's staff 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;
  - Need for retraining or transfer of teachers to other work or locations.

### **37.3 Right to a nominee**

- 37.3.1** An Employee whose job may be affected by the introduction of major change is entitled to be accompanied by a nominee of his/her choice.

### **37.4 Notification of Allotment Change**

- 37.4.1** Where the School alters a part time teacher's allotment for any subsequent term, the School will give a minimum of 7 weeks notice. An offer of redundancy will be given if a load is decreased by more than 50% of the current part time load.

## **PART SEVEN - DISPUTE RESOLUTION PROCESS**

### **38 DISPUTE RESOLUTION PROCEDURE**

- 38.1** The parties must genuinely attempt to resolve the dispute at workplace level.
- 38.2** If the dispute is not resolved at the workplace level, then a party may elect to use an alternative dispute resolution ('ADR') process (defined broadly to include conferencing, mediation, conciliation and arbitration under s.698 of the Workplace Relations Act 1996 (Cth.)) to be conducted by a person agreed between the parties ('ADR Provider') – the ADR Provider need not be the Australian Industrial Relations Commission ('AIRC').
- 38.3** If the parties cannot agree upon an ADR Provider, then a party may notify the Industrial Registrar of the AIRC who must provide the parties with 'prescribed information' regarding ADR services.

- 38.4** If, after 14 days after having received the prescribed information, the parties still cannot agree upon an ADR Provider, then a party can apply in the prescribed form (available at <http://www.airc.gov.au>) to the AIRC to have it conduct the dispute resolution process. The AIRC may request further information from the parties.
- 38.5** If conducted by the AIRC, the ADR process is completed when:
- the dispute is resolved; or
  - the party who elected to use the process informs the AIRC that it no longer wishes to continue the process.

## **PART EIGHT – TERMINATION AND REDUNDANCY**

### **39 REDUNDANCY**

#### **39.1 Definition**

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

**39.2** The School will discuss the reason(s) for proposed terminations and any measures to avoid or minimise the terminations together with any measures to mitigate any adverse effects of any terminations, provided that confidential information inimical to the School's interests will not be disclosed.

**39.3** Where the School has made a definite decision that it no longer wishes the job the teacher/ school assistant has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the School will hold discussions with the employee directly affected and a nominee of his or her choice

**39.4** The School will hold discussions as soon as practicable and reasonable after the school has made a definite decision.

**39.5** Where an employee is identified for termination of employment, the School will provide all details pertaining to their entitlements and will pay for one consultation with a registered out placement counsellor from a list provided by the School

#### **39.6 Transfer to lower paid duties**

**39.6.1** The School may transfer an Employee whose position is redundant to lower paid duties provided the Employee is given the same period of notice that the Employee would have been entitled to if the employment had been terminated.

**39.6.2** The School may, at the School's option, make payment in lieu of notice of an amount equal to the difference between the former ordinary rate of pay and the new ordinary rate for the number of weeks of notice still owing.

### **39.7 Severance Pay**

**39.7.1** In addition to the period of notice prescribed for ordinary termination in clause 18.1, an Employee whose employment is terminated by reason of Redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Number of Years Employed	Severance Pay
< 1 Year	Nil
1 Year but less than 2 Years	4 weeks
2 Years but less than 3 Years	6 weeks
3 Years but less than 4 Years	8 weeks
4 Years but less than 5 Years	10 weeks
5 Years but less than 6 Years	12 weeks
6 Years but less than 8 Years	14 weeks
8 Years and over	2 weeks for each year of service capped at 20 weeks in total

### **39.8 Employee leaving during notice period**

**39.8.1** An Employee whose employment is terminated by reason of redundancy may terminate the contract of employment during the period of notice.

**39.8.2** An Employee who terminates the contract of employment under clause 19 is entitled to the same benefits and payments under this clause had the Employee remained with the School until the expiry of such notice. However, in this circumstance, the Employee is not entitled to payment in lieu of notice.

### **39.9 Alternative employment**

**39.9.1** The general severance pay prescription provide for in this clause does not apply where the School obtains acceptable alternative employment for an Employee.

### **39.10 Job search entitlement**

**39.10.1** During the period of notice given by the School 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.

**39.10.2** If the Employee has been allowed leave without loss of pay for more than one day during the notice period for the purpose of seeking other employment, then the Employee will, at the request of the School, be required to produce proof of attendance at an interview.

**39.10.3** An Employee will not receive payment for the time absent where the Employee does not produce proof of attendance at an interview in accordance with the School's request.

**39.10.4** For the purpose of clause # and # of this Agreement, a statutory declaration will be sufficient proof.

**39.10.5** This clause does not apply where employment is terminated as a consequence of conduct that justifies summary dismissal or to Employees engaged upon a qualifying period or to Employees engaged for a specific period of time or to complete a specific task or tasks.

## **40 TERMINATION OF EMPLOYMENT**

### **40.1 Termination by the School**

**40.1.1** The School may terminate a Teacher or School Assistant's employment for reasons of redundancy, unsatisfactory performance and/or unsatisfactory conduct.

### **40.2 Unsatisfactory Performance**

**40.2.1** Where termination of employment may take place for reasons related to performance, the School will undertake a process that includes the provisions outlined in 45.3 and 45.4 (Due Process).

### **40.3 Commencement of Due Process**

**40.3.1** Due process will commence with the School advising the Teacher or School Assistant in writing of:

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

### **40.4 Due Process Meetings**

**40.4.1** Due process meetings will:

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

### **40.5 Unsatisfactory Conduct**

**40.5.1** Where termination of employment may take place for reasons related to unsatisfactory conduct, the School will investigate the alleged misconduct, provide the employee with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the School. Where an issue of misconduct is to be investigated, a Teacher or School Assistant is entitled to be accompanied by a nominee of the Teacher's or School Assistant's choice. Disciplinary action may include termination of the Teacher or School Assistant's employment.

### **40.6 Notice of termination by the School**

**40.6.1** Where the Employee has had five (5) or more years' continuous service with the School, the School will give a full term's notice in writing or full payment in lieu.

**40.6.2** Where the Employee has had less than five (5) years' continuous service with the School, the School will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.

**40.6.3** Where the Employee is currently on their probationary period with the School, the School will give one week's notice in writing or payment in lieu.

**40.6.4** The period of notice in this clause will not apply to:

- Employees dismissed summarily;
- Replacement Employees;
- Specified Term Employees; or
- Emergency Employees.

**40.6.5** Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the School making payment for the remainder of the period of notice.

**40.6.6** Payment in lieu of notice is calculated by taking the amount of salary an Employee would have received by working during the notice period if the Employee's employment had not been terminated.

#### **40.7 Notice of Termination by the Employee**

**40.7.1** Where the Teacher or School Assistant wishes to resign from the School, the Teacher or School Assistant will provide one full term's notice.

**40.7.2** Subject to financial obligations imposed on the School by any Act, the School has the right to withhold monies and benefits due to a Teacher or School Assistant who fails to give the full amount of notice required by 45.7.1

**40.7.3** Pursuant to 45.7.2 the School has the right to withhold monies and benefits to a maximum amount equal to the ordinary rate of pay for the period of notice not given.

#### **40.8 Statement of Service**

**40.8.1** Upon termination of employment, a Teacher or School Assistant may request a statement of service. Upon receipt of such a request, the School will provide the employee with a statement specifying:

- the period of employment; and
- the classification of, or type of work performed by the employee.

### **PART NINE – OTHER EMPLOYMENT MATTERS**

#### **41 ACCIDENT MAKE UP PAY**

##### **41.1 Accident make-up pay**

**41.1.1** Where an Employee is incapacitated for work by reason of a work related injury 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.

#### **42 BREAKAGE AND LOSS**

**42.1** 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.

**43 PROTECTIVE CLOTHING**

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