

LAURISTON GIRLS' SCHOOL AGREEMENT 2010-2013

1.12.2010

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PART ONE - APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Lauriston Girls' School Agreement 2010-2013 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth.).

2 COMMENCEMENT DATE AND PERIOD OF OPERATION

2.1 This Agreement will operate from seven (7) days after the date of approval by Fair Work Australia.

2.2 The nominal expiry date of the Agreement is 31 January 2013

2.3 The parties agree to commence negotiations for a replacement Agreement not less than 4 months prior to the expiration of this Agreement. It is agreed by the parties that the replacement Agreement will be a single Agreement covering Teachers, School Assistants and Education Support Staff.

3 APPLICATION AND COVERAGE

3.1 This Agreement covers:

- (a) the Employer;
- (b) Teachers, (including Early Childhood Teachers and Permission to Teach Teachers) and;
- (c) Teacher Assistants (including Early Childhood Assistants)

3.2 This Agreement does not apply to:

- (a) the Principal;
- (b) a Deputy Principal however named;
- (c) members of the School Executive including Head of Senior School, Head of Junior School, Head of Howqua, Director of Lauriston Institute and Director of Development;
- (d) an Employee who has been given an undertaking that their annual earnings will be in excess of the high income threshold, pursuant to section 330 of the FW Act.

4 RELATIONSHIP TO AWARDS

- 4.1 This Agreement incorporates the terms of the Educational Services (Teachers) Award 2010, and the Educational Services (Schools) General Staff Award 2010, as in force from time to time.
- 4.2 To the extent that a term of this Agreement deals with or provides for a term or condition contained in either of these awards this Agreement will override the award term or condition.
- 4.3 Where this Agreement is silent on a particular matter the terms of the relevant award shall apply.

5 NATIONAL EMPLOYMENT STANDARDS

- 5.1 The National Employment Standards (NES) as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) (the Act) are the minimum entitlements applying to an Employee covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 5.2 This Agreement, the *Educational Services (Teachers) Award 2010* or the *Educational Services (Schools) General Staff Award 2010* will provide industry or enterprise specific detail where it deals with a matter provided for in the NES.

6 DEFINITIONS

Award	means the <i>Educational Services (Teachers Award) 2010</i> and the <i>Educational Services (Schools) General Staff Award 2010</i> , unless separately specified
Early Childhood Program	means the core curriculum provided to children under school age (three, four and five year old children)
Early Childhood Assistant	means a person employed in curriculum / resources services and classroom support services as defined in the <i>Educational Services (Schools) General Staff Award 2010</i> and who assists in the Early Childhood Program (3 year old and 4 year old kindergarten program)
Early Childhood Teacher	means an employee, including an employee employed as a director or coordinator of an Early Childhood Program, who is employed to teach children enrolled in the Early Childhood Program (3 year old and 4 year old kindergarten program)
Employee	means a person covered by this Agreement
Employer	means Lauriston Girls' School ABN 15 004 264 402
FW Act	means the <i>Fair Work Act 2009</i> (Cth)
FWA	means Fair Work Australia

General Staff Award	means the <i>Educational Services (Schools) General Staff Award 2010</i>
Howqua Assistant	means a person employed at the Howqua campus to assist in a combination of provision of Curriculum/Resources services— outdoor education and boarding supervision services
Immediate family	Means (a) a spouse (including a former spouse, a defacto spouse and a former defacto spouse) of the Employee. A defacto spouse means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis; and (b) a child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse or defacto spouse of the Employee
LSL Act	means the <i>Long Service Leave Act 1992 (Vic.)</i>
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009 (Cth)</i>
Non term weeks	means weeks in the school year other than term weeks and include periods designated as school holidays for students; where a preschool operates according to terms that approximate school terms, non-term week will have the same meaning
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 (Vic.)</i> and the person 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 Principal of Lauriston Girls' School or his or her nominee
Registered Health Practitioner		means a person registered under the <i>Health Professions Registration Act 2005 (Vic.)</i> .
Registered Medical Practitioner		means a person who is licensed as a medical practitioner to practise medicine in Australia and who is registered with the Medical Practitioners Board of Victoria.
Shut down period		means any period of time where the Employer shuts down or closes the whole or part of their operations. A shut down period may be designated during non term weeks where students are not in attendance at the School
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 and includes a Permission to Teach Teacher but does not include a person employed as a sessional music teacher, sports coach or Principal or a Deputy Principal, by whatever name called
School Year		Means the period of 12 months commencing from the first day of February in a year to the first day of February of the following year and includes term weeks and non term weeks
Teachers Award		means the <i>Educational Services (Teachers) Award 2010</i>
Teacher		means a School Teacher and an Early Childhood Teacher, unless separately specified
Teacher Assistant		means a person employed in curriculum / resources services, classroom support and boarding supervision services as defined in the <i>Educational Services (Schools) General Staff Award 2010</i> and includes an Early Childhood Teacher Assistant
Term weeks		means the weeks in the school year that students are required to attend school as set out in the school calendar of each school; where a preschool operates according to terms that approximate school terms, term weeks will have the same meaning
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

7.1 If a dispute relates to:

- (a) a matter arising under the Agreement, except a matter relating to the actual or threatened termination of employment of an Employee that could be more properly characterised as an unfair dismissal matter that should be dealt with in accordance with Part 3-2 of the Fair Work Act 2009 , or
- (b) the NES,

this clause sets out procedures to settle the dispute.

7.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

7.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

7.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.

7.5 FWA may deal with the dispute in two stages:

- (a) FWA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if FWA is unable to resolve the dispute at the first stage, FWA may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

7.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) the Occupational Health and Safety Act 2004 (Vic.) would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or

(iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

7.7 The parties to the dispute agree to be bound by a decision made by FWA in accordance with this clause.

8 NO EXTRA CLAIMS

During the bargaining period it was agreed between the parties that there would be good faith discussions related to the possible restructure of positions of responsibility at Lauriston Girls School. It is expected that this restructure will be satisfactorily completed by December 31, 2011. The principles underpinning these restructure discussions are articulated in Schedule C of this agreement. So, save for the agreed restructure discussions the Employer and its employees agree that the salary increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the employees, and that no further claims will be made during the currency of this Agreement.

PART TWO – MANDATORY TERMS

9 AGREEMENT FLEXIBILITY

9.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

9.1.1 the Agreement deals with one or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

(a) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph 9.1.1; and

(b) the arrangement is genuinely agreed to by the Employer and Employee.

9.2 The Employee may be accompanied by a support person of their choice when negotiating an individual flexibility arrangement under this clause.

9.3 The Employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the FW Act; and

- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

- 9.4 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

- 9.5 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 9.6 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing - at anytime.

10 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- 10.1 The provisions of this clause apply where:
- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on Employees of the enterprise.
- 10.2 The Employer must notify the relevant Employees of the decision to introduce the major change.
- 10.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 10.4 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and

(b) the Employee or Employees advise the Employer of the identity of the representative,

the Employer must recognise the representative.

- 10.5 As soon as practicable after making its decision, the Employer must:
- 10.5.1 discuss with the relevant Employees:
- (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- 10.5.2 for the purposes of the discussion - provide, in writing, to the relevant Employees:
- (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 10.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 10.8 If a clause in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 10.2, 10.3 and 10.5 are taken not to apply.
- 10.9 In this clause, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs;

provided that where this Agreement makes provision for alteration of any of

these matters or provides a process for dealing with any of the matters referred to therein, the matter will be deemed not to have significant effect

- 10.10 In this clause, **relevant employees** mean the employees who may be affected by the major change.

PART THREE – CLASSIFICATION, REMUNERATION AND RELATED MATTERS

11 MODES OF EMPLOYMENT

- 11.1 The provisions of this clause in respect of Full Time, Part Time, Fixed Term and Casual employee/s apply instead of Clause 10 of the Teachers Award, and Clause 10 of the General Staff Award.
- 11.2 The School may employ an Employee as a Full Time, Part Time, Fixed Term or Casual employee.
- 11.3 The School may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

12 FULL TIME EMPLOYEES

- 12.1 The School may engage an Employee on a full time basis in accordance with this clause.
- 12.2 The School will determine the ordinary full time face to face class room teaching hours per week of a teacher. 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.
- 12.3 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.

13 PART TIME EMPLOYEES

- 13.1 The School may employ an Employee on a part time basis in accordance with this clause.
- 13.2 A Part Time Employee is entitled to be paid a pro-rata salary of a Full Time employee
- 13.3 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.

- 13.4 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.
- 13.5 The School will specify the hours of work upon appointment and may vary such hours by agreement from time to time.
- 13.6 A Part Time Employee will qualify for the same benefits and conditions as a full time employee but on a pro rata basis.

14 FIXED TERM EMPLOYEES

- 14.1 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.
- 14.2 A Fixed Term employee is entitled to the benefits of this Agreement on a pro rata basis.
- 14.3 Before employing a fixed term employee on a replacement basis, the Employer will inform the fixed term Employee of:
 - 14.4 the temporary nature of the employment;
 - 14.5 the benefits which are applicable under this Agreement; and
 - 14.6 the rights of any Employee being replaced.
- 14.7 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 37 (Redundancy).

15 CASUAL EMPLOYEES

- 15.1 The School may employ an Employee to work on a casual basis
- 15.2 A Casual employee is entitled to be paid an hourly rate of pay and a loading of 25 percent.
- 15.3 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
- accident make-up pay .

PART FOUR – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

16 EMPLOYMENT RELATIONSHIP

16.1 Letter of Appointment

- 16.1.1 Upon engagement, the Principal will issue each Employee (other than a Casual Relief Teacher or a casual school assistant) with a letter of appointment that will detail any applicable conditions that are not part of this Agreement including:
- Classification
 - Salary
 - Approximate FTE

17 POLICIES AND PROCEDURES

- 17.1 All employees covered under this agreement will be required to attend briefings related to the School's policies and procedures.
- 17.2 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.
- 17.3 Employees are expected to comply with all policies and procedures (and as varied from time to time).
- 17.4 School Policies and Procedures do not form part of and are not incorporated into this enterprise agreement.

18 STAFF DAYS

- 18.1 Employees covered under this agreement will usually be required to attend up to seven (7) student free days each year. In exceptional circumstances staff may be required to attend an additional eighth staff day. Wherever possible,

staff days will be advised in advance and will be included in the calendared term dates.

19 EMPLOYEE ASSISTANCE PROGRAM

- 19.1 The School will provide an Employee Assistance Program to all staff covered by this agreement.

20 POLICE CHECKS

- 20.1 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.

21 WORKING WITH CHILDREN CHECKS

- 21.1 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.
- 21.2 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.

22 DISCRETIONARY INCREASES

- 22.1 In unusual circumstances, a further salary 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, or could have been made through the appropriate salary scale or POR structure.

23 MINIMUM EMPLOYMENT PERIOD

- 23.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period.

- 23.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place, from time to time.
- 23.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice in writing or payment in lieu of notice of two (2) term weeks.
- 23.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 23.3 above

24 REMUNERATION PACKAGING

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

25 PUBLIC HOLIDAYS

- 25.1 **Standard days**
- 25.2 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.
- 25.3 An exception to this is that public holidays occurring during leave during non term weeks do not create additional entitlement.

25.4 Holidays in lieu

- 25.4.1 When Christmas Day is a Saturday or Sunday, a holiday in lieu will be observed on 27 December.
- 25.4.2 When Boxing Day is a Saturday or Sunday, a holiday in lieu will be observed on 28 December.
- 25.4.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu will be observed on the next Monday.
- 25.4.4 Where the Howqua boarding campus does not observe a prescribed public holiday falling during a term week, the School will provide a substitute day.

25.5 Additional days

- 25.5.1 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.

25.6 Substitute days

- 25.6.1 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.
- 25.6.2 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 25.2.
- 25.6.3 An agreement made pursuant to clause 25.2 of this Agreement must be recorded in writing. The agreement must be made available to every affected Employee.
- 25.6.4 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.

26 PERSONAL/CARER'S LEAVE

- 26.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 26.2 An Employee other than a casual Employee or Casual Relief teacher is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.
- 26.3 For a full-time Teacher or Teacher Assistant the personal leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal leave on a pro-rata basis based on their rostered hours of work.

26.4 Unused personal leave is cumulative and personal leave may be taken for part of a single day (ie. Quarter, half day or full day (to be rounded up)).

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

(a) six (6) days during the first term worked, and thereafter, an additional three (3) days during at the commencement of each subsequent school term, if in the first year of service with the Employer, or

(b) up to the annual entitlement of 15 days, if in the second or subsequent year of service,

provided that the notice and evidentiary requirements are met.

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

26.7 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

26.8 Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to three days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to three days, or any separate period as agreed by the Employer and the Employee.

26.9 A casual Employee or Emergency teacher may take up to three days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to three days, or any separate period as agreed by the Employer and the Employee provided notice & evidentiary requirements under clause 26.10 are met.

26.10 Notice and Evidentiary Requirements

26.10.1 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable and during the ordinary hours of the first day of such absence, and inform the Employer of the Employee's inability to attend for duty 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. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the

Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

26.10.2 An Employee is entitled to sick leave provided that:

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

26.10.3 An Employee is entitled to carer's leave provided that the Employee produces, if required by the Employer, a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer stating the person concerned was affected by an illness, injury or unexpected emergency and that the illness, injury or unexpected emergency is such as to require care by another. In the case of an unexpected emergency, sufficient information should be provided to verify the unexpected emergency.

27 COMPASSIONATE LEAVE

27.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

27.2 An Employee other than a casual employee may take three (3) days' paid leave per permissible occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

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

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

28 LONG SERVICE LEAVE

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

28.2 An Employee is entitled to thirteen weeks upon the completion of ten years of continuous employment. An employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.

28.3 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the LSL Act.

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

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

28.6 Illness on Long Service Leave

28.6.1 Subject to the requirements of 28.6.2, an Employee who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a Registered Medical Practitioner of the Employer's choice at the Employer's expense, provided the practitioner is reasonably accessible to the Employee.

28.6.2 The Employee's application under 28.6.1:

- 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 Medical 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 Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

28.7 Timing and Taking of Long Service Leave

- 28.7.1 The timing of taking of long service leave will be negotiated between the Principal and the Employee for mutual advantage but will ordinarily be taken within two years of the entitlement falling due following ten years of employment.
- 28.7.2 In consultation about the timing of such leave, the Employer agrees to take into account the individual Employee's needs, in so far as they are compatible with the Employer's operational needs.
- 28.7.3 The period of long service leave will usually not be for less than a full term. In special circumstances, an application for a shorter period of long service leave will be considered by the Employer.
- 28.7.4 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:
- i. leave will be taken as a complete school term or terms; and
 - ii. so long as a minimum of seven year's service has been completed.
- 28.7.5 Where an Employee has not accrued sufficient leave to cover a full term, the Employer may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Employer.

28.8 Cashing out Long Service Leave

- 28.8.1 Where the Employer and the Employee agree, an Employee who is entitled to long service leave may request in writing the cashing out of accrued long service leave entitlements to an amount negotiated with the Employer based on the School's policy. This provision has the express effect of overriding section 74 of the LSL Act.

29 PARENTAL LEAVE

29.1 Eligibility

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

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

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

29.2 Basic Entitlement

- 29.2.1 After 12 months continuous service, an eligible Employee (as defined in Clause 29.1) is entitled to up to 52 weeks of unpaid parental leave in relation to the birth or adoption of a child.

29.3 Casual Employees

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

- 29.3.2 However, all Casual Employees are eligible for two (2) days unpaid pre-adoption leave in accordance with clause 29.8.

- 29.3.3 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 12 months: and

- (e) who, but for

- i. the birth or expected birth: or

- ii. the placement or expected placement of a child,

- would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

- 29.3.4 The Employer must not fail to re-engage a Casual Employee because:

- i. the Employee or Employee's spouse is pregnant; or

- ii. the Employee is or has been immediately absent on parental leave.

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

29.4 Definitions for this clause

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

Child for the purposes of **adoption-related parental leave** means a child under the age of sixteen (16) years (as at the day of placement or the expected day of placement) who is placed with the Employee, other than a child or step-child of the Employee or of the spouse of the Employee, or a child who has previously lived continuously with the Employee for a period of six (6) months or more, and

is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse.

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

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

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

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

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

Defacto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis, whether the Employee and the person are of the same sex or different sexes.

29.5 **Types of Parental Leave**

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

(a) **Birth-related parental leave** is unpaid leave taken in association with the birth of a child of the Employee or the Employee's spouse.

(b) **Adoption-related parental leave** is unpaid leave taken in association with the adoption of a child by the Employee or the Employee's spouse.

- (c) **Special parental leave** is unpaid leave taken by a female employee if she is not fit for work during that period because:
 - i. she has a pregnancy related illness.
 - ii. she has been pregnant and the pregnancy ends within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child

29.6 Taking Parental Leave - other than for members of an employee couple

29.6.1 This clause applies to an Employee who is either not a member of an Employee Couple, or whose spouse does not intend to take parental leave in connection with the birth of the child.

29.6.2 Unless agreed otherwise between the Employer and Employee, parental leave should be taken by the Employee in a single continuous period.

29.6.3 When Parental Leave should commence

- (a) Unless agreed otherwise between the Employer and Employee, a female employee who is pregnant may commence birth-related parental leave at any time within the six (6) weeks immediately prior to the expected date of birth of the child. The leave must not start later than the date of the birth of the child.
- (b) Unless agreed otherwise between the Employer and Employee, an Employee who is not a female employee who is pregnant may commence birth-related parental leave on the date of the birth of the child.
- (c) Unless agreed otherwise between the Employer and Employee, the period of leave must start on the dates of the placement of the child.
- (d) A period of parental leave may start at any time within 12 months after the date of birth or date of placement of the child, if the Employee has a spouse who is not an employee and who has responsibility for the care of the child between the date of birth (or date of placement) and the intended start date of the Employee's leave.

29.7 Taking Parental Leave - members of an employee couple who each intend to take leave

29.7.1 This clause applies to an Employee if they are a member of an Employee Couple and each member of the Employee Couple intends to take unpaid parental leave.

29.7.2 Unless agreed otherwise between the Employer and Employee/s, each Employee must take their leave in a single continuous period.

29.7.3 Concurrent leave

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

- 29.7.4 Unless agreed otherwise between the Employer and Employee, the concurrent leave must commence on:
- (a) The date of birth in the case of birth related leave
 - (b) The day of placement of the child in the case of adoption leave
 - (c) and should not end more than, three (3) weeks after the date of birth or date of placement.

29.7.5 Extension of Concurrent Parental Leave

An Employee may request that the Employer allow the Employee to extend the period of concurrent parental leave up to a maximum of eight weeks to assist the Employee in reconciling work and parental responsibilities.

- 29.7.6 An application under clause 29.7.5 must be made as early as possible but not less than four (4) weeks prior to the commencement date of the period of extended concurrent parental leave. An application must be made in writing.

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

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

29.7.9 When Parental Leave for an Employee Couple should commence

Unless agreed otherwise between the Employer and Employee, leave for the primary care-giver of the child must commence in accordance with clause 29.7.4

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

29.8 Unpaid pre-adoption leave

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

necessary to obtain approval for the employee's adoption of a child. The Employer and Employee 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.

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

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

29.9 Notice & Evidence Requirements for Birth-Related Parental and Adoption Leave

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

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

29.9.3 An Employee who has given his or her Employer notice of the taking of parental leave must, if required by the Employer, provide evidence that would satisfy a reasonable person of the date of birth or expected date of birth, or for adoption-related leave, the day of placement of expected date of placement and that the child is or will be under sixteen (16) as at the day of placement or the expected day of placement.

29.9.4 Without limiting clause 29.9.3, an Employer may require the evidence in 29.9.3 to be a medical certificate.

29.9.5 An Employee will not be in breach of any of the requirements of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason. In such circumstances, notice and/or evidence required should be provided as soon as reasonably practicable (which may be a time after the leave has started).

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

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

(a) A statement of whether the Employee is fit for work; and

(b) A statement of whether it is inadvisable for the Employee to continue in the Employee's present position during a stated period because of illness or

risks arising out of the Employee's pregnancy or hazards connected with the position.

- 29.10.2 The Employer may require a pregnant Employee to start a continuous period of unpaid parental leave as soon as reasonably practicable if the Employee does not give the Employer a medical certificate as requested within seven (7) days after the request, or if the Employee gives the Employer a medical certificate stating that the Employee is unfit to work during a stated period.
- 29.10.3 The period of unpaid parental leave must not end later than the earlier of the following:
- (a) The end of the pregnancy; or
 - (b) The start date of any period of birth-related parental leave of which prior notice has been given.
- 29.10.4 The period of unpaid parental leave taken per Clause 29.10.2 will reduce the Employee's entitlement to unpaid parental leave under clause 29.2.1.
- 29.10.5 Where an Employee elects to return to work within six (6) weeks after the birth of a child, the Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

29.11 Special Parental Leave

- 29.11.1 A Pregnant Employee is entitled to a period of unpaid special parental leave:
- (a) When the Employee suffers a pregnancy related illness, or
 - (b) When the pregnancy of an Employee ends within 28 weeks of expected date of birth of the child otherwise than by the birth of a living child
- 29.11.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid personal leave to which the Employee is entitled in lieu of, or in addition to, special parental leave.
- 29.11.3 Where an Employee not then on parental leave suffers illness related to the pregnancy, the Employee may take any paid sick leave to which the Employee is then entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before returning to work. The aggregate of paid sick leave, special parental leave, birth-related parental leave owing and birth-related parental leave taken may not exceed 52 weeks.
- 29.11.4 During a period of special parental leave, an Employee may return to work at any time as agreed between the Employer and the Employee, provided that time does not exceed seven (7) weeks from the recommencement date desired by the Employee.
- 29.11.5 A period of special parental leave must end before the Employee starts any continuous period of leave including (or constituted by) birth-related parental leave.

29.12 Notice Requirements for Special Parental Leave

- 29.12.1 An Employee must give the Employer notice of the taking of special parental leave as soon as practicable (which may be a time after the leave has started). The notice must specify the period or expected period of leave.
- 29.12.2 An Employee who has given the Employer notice of the taking of unpaid special parental leave must, if required by the Employer, provide evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 29.11.1.
- 29.12.3 Without limiting section 29.12.2, an Employer may require the evidence in 29.12.2 to be a medical certificate.

29.13 Variation of period of Unpaid Parental Leave

- 29.13.1 Where an Employee has
 - (a) given notice as per Clause 29.9 of the taking of a period of unpaid parental leave ("original leave period"),
 - (b) the original leave period is less than the available parental leave period, and
 - (c) the leave period has commenced
- 29.13.2 the Employee may apply to the Employer to change the period of parental leave on one occasion.
- 29.13.3 The Employee's available parental leave period is 12 months less any periods of:
 - (a) A Period of concurrent leave;
 - (b) A Period of unpaid parental leave required to be taken under Clause 29.10.2 (within 6 weeks prior or within 6 weeks following birth);
 - (c) A Period of unpaid parental leave required to be taken under Clause 29.10.2 (no safe job);
 - (d) A period of special maternity leave
- 29.13.4 Any such application must be received in writing preferably seven (7) weeks prior to the commencement of the changed arrangements. The request should state the end date of the unpaid parental leave
- 29.13.5 The period of parental leave may be shortened or lengthened at any time by written agreement between the Employer and the Employee.

29.14 Extension of Period of Unpaid Parental Leave

- 29.14.1 An Employee who takes parental leave for his or her full available parental leave period may request the Employer to agree to an extension of unpaid parental leave by a further period of up to 12 months immediately following the end of the available parental leave period to assist the Employee in reconciling work and parental responsibilities.

- 29.14.2 An application under clause 29.14.1 must be made as early as possible but not less than four (4) weeks prior to the commencement date of the period of extended parental leave. An application must be made in writing.
- 29.14.3 The Employer shall consider a request for extension of parental leave made pursuant to this clause having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 29.14.4 The Employer must provide a written response as soon as practicable, but not more than twenty one (21) days after the request is made, stating whether the request is granted or refused. If the Employer refuses the request, the response must include details of the reasons for the refusal.

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

- 29.15.1 When an Employee ceases to have responsibility for the care of the child, the Employer may give the Employee notice that the Employee's unpaid parental leave is cancelled and for the Employee to return to work on a specified day, where:
- (a) For birth-related parental leave taken by the female employee who has given birth, the specified day must not be less than six (6) weeks after the date of birth of the child.
 - (b) For birth-related parental leave taken (not including that covered under clause 29.15.1(a)), the specified day must not be less than four (4) weeks after the day the notice is given.
 - (c) Where the placement of a child for adoption with an Employee commences but is discontinued or cancelled, the specified day must not be less than four (4) after the day the notice is given and any untaken adoption-related parental leave that the Employee remains entitled to at the stated day is cancelled with effect from that day.
 - (d) Where the placement of a child for adoption with an Employee does not commence, the Employee is not entitled to adoption-related parental leave.

29.16 Subsequent Pregnancies

- 29.16.1 In the event that an Employee has a subsequent child within the 52 week period of unpaid parental leave, a further entitlement to 52 weeks of unpaid parental leave will commence from the date of birth of the subsequent child.

29.17 Interaction of Unpaid Parental Leave with other entitlements

- 29.17.1 An Employee may, in lieu of or in conjunction with unpaid parental leave, access any annual leave, long service leave or other paid leave entitlements (except for paid personal/carer's or compassionate leave) which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks, or a

longer period if agreed. The taking of other paid leave does not break the continuity of the period of unpaid parental leave.

29.18 Transfer to a Safe Job

29.18.1 This clause applies where an Employee:

- (a) is pregnant;
- (b) is entitled to take unpaid parental leave;
- (c) has already complied with the applicable notice and evidence requirements in this section;
- (d) provides the Employer with evidence that would satisfy a reasonable person that illness or risks arising out of the pregnancy, or hazards connected with the work assigned to the Employee, make it inadvisable for the Employee to continue in their present work during a stated period ("the risk period").

29.18.2 Without limiting section 29.18.1, the Employer may require the evidence in clause 29.18.1 to be a medical certificate.

29.18.3 When an appropriate safe job is available

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

29.18.4 When there is no appropriate safe job available

- (a) If there is no appropriate safe job available, the Employee is entitled to take paid leave for the risk period.
- (b) The Employer may require the Employee to take leave for the risk period.
- (c) If the Employee takes leave for the risk period:
 - (i) The Employer must pay the Employee at the rate of pay and conditions attaching to the job held by the Employee prior to taking the leave.
 - (ii) The entitlement to leave is in addition to any other leave entitlement the Employee has; and

(iii) the period of leave ends at the earliest of whichever of the following times is applicable:

- The end of the risk period; or
- The end of the pregnancy

29.19 Return to Work Guarantee

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

29.19.2 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 29.19, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A part-time teacher will be entitled to the same time fraction.

29.19.3 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.

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

29.20 Consultation during Unpaid Parental Leave

29.20.1 Where an Employee is on unpaid parental leave and a 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, pay, responsibility level or location of the position the Employee held before commencing parental leave (or, if applicable, before being transferred to a safe job); and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status, pay, responsibility level or location of the position the Employee held before commencing parental leave before finalising the decision.

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

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

29.21 Right to Request Flexible Working Arrangements

- 29.21.1 An Employee who has completed at least 12 months continuous service and has responsibility for the care of a child may ask the Employer for a change in working arrangements to assist the employee to care for the child if the child:
- (a) is under school age; or
 - (b) is under 18 and has a disability.
- 29.21.2 Examples of changes in working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.
- 29.21.3 The request must be in writing and set out the details of the change sought and of the reasons for the change
- 29.21.4 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.
- 29.21.5 The Employer shall consider any request for flexible arrangements made pursuant to these clauses having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 29.21.6 If the Employer refuses the request, the written response must include details of the reasons for the refusal.

30 PAID PARENTAL ALLOWANCE

- 30.1 Where an Employee other than a casual Employee is granted unpaid parental leave in accordance with the NES and this Agreement and where the Employee will have the primary responsibility for the care of a child, the Employee is entitled to be paid a parental allowance:
- equivalent to fourteen (14) weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of fourteen weeks' unpaid parental leave, in a single continuous period, commencing at or around the time of the birth of the child; or
 - equivalent to fourteen (14) weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of fourteen weeks' unpaid adoption leave, in a single continuous period, at or around the time of the placement of the child with the Employee.
- 30.2 During the period of time that the Employee is in receipt of the parental allowance under 30.1, the Employee is not entitled to accrue annual leave, as defined by the NES, and personal/carer's leave, in accordance this Agreement. The Employee is not entitled to accrue long service leave in accordance with

the LSL Act.

- 30.3 Where an Employee takes a period of concurrent parental leave at the time of the birth or placement of a child in accordance with the NES, the Employee is entitled to a parental allowance at the Employee's ordinary rate of pay for up to five days of the period of concurrent parental leave.
- 30.4 An Employee 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 30.1 or 30.3.
- 30.5 Where the Employer employs both parents of the child, only one parent (primary caregiver) will be entitled to receive payment pursuant to clause 30.1 whilst the spouse would be entitled to the allowance pursuant to clause 30.3.
- 30.6 The parental allowance will be paid in 3 equal monthly payments commencing in the first pay period after parental leave commences.

31 GOVERNMENT PAID PARENTAL LEAVE SCHEME

- 31.1 An Employee who elects to access paid parental leave under any Government approved scheme must apply as required to the Government for payment of Government approved paid parental leave benefits. The employer will not be responsible for making any Government approved paid parental leave payments to the Employee unless written notification has been received from the Government regarding the Employee's entitlement to paid parental leave under the Government Scheme.

32 LEAVE WITHOUT PAY

- 32.1 An Employee may apply for leave without pay which may be granted at the discretion of the Principal after considering a written request made by the employee. An Employee agrees that entitlements under this Agreement (including annual leave, personal leave, long service leave, superannuation or other entitlements) do not accrue during any period of leave without pay. An Employee may not be in receipt of any paid entitlements under this Agreement while on a period of leave without pay. This provision expressly overrides section 62 of the LSL Act.

33 SPECIAL LEAVE

- 33.1 At the discretion of the Principal, a Teacher or Teacher 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 Employee's Personal Leave entitlement under the Personal Leave

provisions within Clause 26 of this agreement.

34 INFECTIOUS DISEASES LEAVE

34.1 An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the School and the disease is evident in the School:

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

34.2 The Employee must also produce a medical certificate from a Registered Medical Practitioner which specifically names the disease.

35 EXAMINATION LEAVE

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

36 QUALIFICATION CONFERRAL LEAVE

36.1 An Employee will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

37 REDUNDANCY

37.1 Definition

37.1.1 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.

- 37.2 The School will discuss with the Employee and their support person 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.
- 37.3 Where the School has made a definite decision that it no longer wishes the job the Employee 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 by Clause 37 and a nominee of his or her choice.
- 37.4 The School will hold discussions as soon as practicable and reasonable after the school has made a definite decision and provide written notice to the affected employee regarding the outcome of the discussions.
- 37.5 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
- 37.6 Transfer to lower paid duties**
- 37.6.1 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.
- 37.6.2 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.
- 37.7 Notification of Allotment Change**
- 37.7.1 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.
- 37.8 Severance Pay**
- 37.8.1 The following severance pay scale will apply instead of the scale provided for by Part 2-2 Division 11 of the FW Act:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	8 weeks

4 years and less than 5 years	10 weeks
5 years and less than 6 years	12 weeks
6 years and less than 8 years	14 weeks
8 years and over	2 weeks for each year of service capped at 20 weeks in total

37.9 Employee leaving during notice period

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

37.9.2 An Employee who terminates the contract of employment under clause 37.9.1 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.

37.10 Alternative employment

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

37.11 Job search entitlement

37.11.1 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.

37.11.2 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.

37.11.3 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.

37.11.4 For the purpose of clause 37.11.2 and 37.11.3 of this Agreement, a statutory declaration will be sufficient proof.

37.11.5 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.

38 TERMINATION OF EMPLOYMENT

38.1 Termination by the School

38.1.1 The School may terminate an Employee's employment for reasons of redundancy, unsatisfactory performance and/or unsatisfactory conduct.

38.2 Unsatisfactory Performance

38.2.1 Where termination of employment may take place for reasons related to performance, the School will undertake a process that includes the provisions outlined in 38.3 and 38.4 (Due Process).

38.3 Commencement of Due Process

38.3.1 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.

38.4 Due Process Meetings

38.4.1 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.

38.5 Unsatisfactory Conduct

38.5.1 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, an Employee is entitled to be accompanied by a nominee of the Employee's choice. Disciplinary action may include termination of the Employee's employment.

38.6 Notice of termination by the School

38.6.1 Where the Employee has continuous service with the School beyond the minimum employment period, the School will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu. The School will provide one full term's notice where possible.

38.6.2 Where the Employee is currently within their minimum employment period with the School, the School will give two week's notice in writing or payment in lieu. The period of notice in this clause will not apply to:

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

38.6.3 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.

38.6.4 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.

38.7 Notice of Termination by the Employee

38.7.1 Where the Employee has continuous service with the School beyond the minimum employment period, and where the Employee wishes to resign from the School, the Employee will provide a minimum of seven weeks' notice in writing, wholly within the one school term. The Employee is requested to provide one full term's notice where possible.

38.7.2 Where the Employee is currently within their minimum employment period with the School, the Employee will give two week's notice in writing.

38.7.3 If an employee fails to give the notice specified in clause 38.7.1 to 38.7.2 the Employer may withhold from any monies due to the Employee on termination under this award, agreement or the NES, an amount equal to the ordinary amount of pay for the period of the notice not given.

38.8 Statement of Service

38.8.1 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.

39 ACCIDENT PAY

39.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985 (Vic)*, the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

39.2 In the event that an Employee, who is in receipt of weekly compensation

payments pursuant to the *Accident Compensation Act 1985 (Vic.)*, has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.

39.3 For the purposes of 39, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.

39.4 Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *Accident Compensation Act 1985(Vic.)*, and where the Employee is entitled to annual leave at the part-time rate of pay, the Employee will remain entitled to be paid the weekly compensation payments in accordance with the Act.

40 BREAKAGE AND LOSS

40.1 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.

41 MEAL ALLOWANCE

41.1 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.

42 CAMP ALLOWANCE

42.1 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\$75 per night.

42.2 Staff other than Coordinators / Directors who accompany outdoor education camps and extracurricular camps (including rowing and snow sports) will qualify for the camp allowance

42.3 Overseas Exchange Trips / Cultural Trips

42.3.1 An allowance of A\$75 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.

43 SUPERANNUATION

- 43.1 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.

44 ENHANCING PROFESSIONAL CAPACITY PROGRAM

- 44.1 All Employees will take part in the Lauriston Girls' School Enhancing Professional Capacity Program.
- 44.2 The Enhancing Professional Capacity Program provides principles and processes which help to ensure that our teaching and learning practice embodies our mission and reflects our values. The program is a formative process.
- 44.3 The program will be reviewed no more than once each school year.
- 44.4 If required to participate in the Enhancing Professional Capacity Program, the employee will be provided with advanced notice of their involvement in an interview and will be given an opportunity to provide supporting documentation.

45 PROTECTIVE CLOTHING

- 45.1 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.

46 VEHICLE ALLOWANCE

- 46.1 An employee required to use the employee's motor vehicle in the performance of duties will be paid the following allowances
- 46.1.1 Motor car – current Australian Tax Office rate with no maximum kilometres per week
- 46.1.2 Motor Cycle – current Australian Tax Office rate with no maximum kilometres per week

PART FIVE – CONDITIONS OF EMPLOYMENT FOR TEACHERS

47 TEACHERS

- 47.1 Four year trained registered teachers and Early Childhood Teachers with no prior experience will commence at Level 1 and will progress to Level 10 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.
- 47.2 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.

48 SALARIES

- 48.1 Instead of the salaries provided for in the Teachers Award the salaries provided for in Schedule A to this Agreement will apply to Teachers employed by the Employer.

49 RESPONSIBILITY ALLOWANCES

- 49.1 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.
- 49.2 An allowance is linked to a position of responsibility rather than tied to an individual Teacher.
- 49.3 The Principal determines who is eligible for a responsibility allowance.
- 49.4 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.
- 49.5 Where the position of responsibility is shared, then payments may also be shared.

50 EXEMPLAR TEACHER CLASSIFICATIONS

- 50.1 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

50.2 One salary level will exist within this classification.

50.3 Exemplar Teacher Level L1 can be accessed by any member of the teaching staff who:

- Has been at the top of the experienced teacher scale (Level 10 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 L1
- Meets the criteria set out for the classification.
- Applications for Level L1 must be submitted to the Director of Human Resources by the end of Term 3 prior to the year of eligibility.
- Most recent Performance Appraisal Report indicates that the teacher is performing the duties of the Exemplar Teacher level L1 to a very high standard.

50.4 In order to remain at Level L1 the teacher will be reassessed every three years by the Principal (via the Director of Human Resources), This reassessment will be made against the criteria and process outlined by the School.

51 CASUAL RELIEF TEACHER

51.1 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.

51.2 A Casual Relief 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 Casual Relief Teacher and the School.

51.3 The School can require a Casual Relief Teacher to undertake the full teaching load and extracurricular duties of the Employee who is absent from duty.

51.4 A Casual relief teacher will be paid not less than the rates of pay as follows:

	From 1/8/2010
Full day	\$270
Half Day	\$135

51.5 A Casual relief 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.

PART SIX – CONDITIONS OF EMPLOYMENT FOR TEACHER ASSISTANTS

52 SALARIES

52.1 Instead of the salaries provided for in the General Staff Award the salaries provided for in Schedule B to this Agreement will apply to Teacher Assistants employed by the Employer.

53 ANNUALISED SALARIES

53.1 Annual Salary Instead of Award Provisions

53.1.1 The Employer and an Employee may agree that the Employer will pay an Employee an annual salary in satisfaction of any or all of the following provisions of the General Staff Award and/or Agreement:

- Schedule B to this Agreement —Minimum weekly wages;
- Clause 16 – General Staff Award —Allowances;
- Clauses 25, 26 and 27 - General Staff Award —Shift work, penalty rates; and overtime and

53.2 Where an annual salary is paid the Employer must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Agreement and the Award will be satisfied by payment of the annual salary.

53.2.1 The payment of an annualised salary will be based on projected rosters for the School Year worked out prior to the commencement of the School Year. The Employer will calculate an annual salary which will compensate the Employee appropriately for the entitlements in 53.1.1 that the Employee would have earned if there was no annualised salary paid.

53.2.2 Where there is subsequently a variation to the projected roster which would result in the Employee being entitled to any of the provisions specified in 53.1.1,

the Employee will be paid the applicable entitlement in the next pay period in addition to the agreed annualised salary.

53.3 Annual Salary Not To Disadvantage Employees

- 53.3.1 The annual salary must be no less than the amount the Employee would have received under this Agreement and the Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over such lesser period that has been worked).
- 53.3.2 The annual salary of the Employee must be reviewed by the Employer at least annually to ensure that the compensation is appropriate having regard to the Agreement and Award provisions which are satisfied by the payment of the annual salary.

54 HOURS OF WORK

- 54.1 The hours of work for a full-time Employee who is not employed under a leave without pay arrangement pursuant to clause 11 of the General Staff Award are 37.5 per week and may be averaged over a six month period.
- 54.2 The hours of work for a part-time Employee who is not employed under a leave without pay arrangement pursuant to clause 11 of the General Staff Award may be averaged over a six (6) month period.
- 54.3 The ordinary hours of work for a Teacher Assistant (excluding a Howqua Assistant) may be worked on 10 days out every 14 day cycle.
- 54.4 The ordinary hours of work for a Teacher Assistant (excluding a Howqua Assistant) will be performed on any day Monday to Friday between 7:00 am and 7:00 pm.
- 54.5 The ordinary hours of work for a Howqua Assistant may be worked on 11 days out every 14 day cycle.
- 54.6 The ordinary hours of work for a Howqua Assistant will be performed on any day Monday to Sunday between 7:00 am and 7:00 pm.
- 54.7 Where there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.
- 54.8 An exception to clause 54.4 is where the ordinary hours of work specified by the General Staff Award provides for the ordinary hours of work of a General Staff Employee to be performed on a weekend, in which case the provisions of the General Staff Award will prevail over this clause.

SCHEDULE A – SALARIES FOR TEACHERS

A1.1 An Employer will pay a full-time Teacher not less than the annual rate of pay for the Teacher's classification as specified below. The rates below included leave loading of 1.346%.

Level	1 February 2010	1 February 2011	1 February 2012
	\$	\$	\$
1	58,534	61,460	63,004
2	61,917	65,013	66,663
3	63,683	66,867	68,573
4	65,497	68,771	70,534
5	67,364	70,732	72,554
6	69,285	72,749	74,631
7	71,778	75,367	77,328
8	74,003	76,223	80,644
9	76,298	78,587	85,174
10	82,300	83,509	
L1	83,900	86,417	91,211

Notes

Level 10 removed in 2012

Teachers on level 7 and level 8 in 2011 move to level 8 in 2012

Teachers on level 9 and level 10 in 2011 move to level 9 in 2012

SCHEDULE B – SALARIES FOR TEACHER ASSISTANTS

B1.1 An Employer will pay a full-time Adult Employee (not required to work during non-term weeks) not less than the annual rate of pay specified for the Employee's classification as specified below. The rates below included leave loading of 1.346%.

Classification level		1 February 2010	1 February 2011	1 February 2012
		\$	\$	\$
Level 1	No qualifications Teacher assistant/ Integration aide			
1.1	in the 1 st year	35,445	36,863	38,337
1.2	2 or more years	37,494	38,994	40,554
Level 2	Post secondary study (in training) Teacher assistant / integration aide			
2.1	in the 1 st year	38,620	40,165	41,771
2.2	2 or more years	39,542	41,124	42,769
Level 3	Certificate III Library/ AV/ Lab Technician			
3.1	in the 1 st year	41,605	43,270	45,001
3.2	2 or more years	44,699	46,487	48,346
Level 4	Diploma Level 3 plus additional experience / qualifications Senior technician			
4.1	in the 1 st year	47,174	49,061	51,023
4.2	2 or more years	50,899	52,935	55,053
Level 5	Level 4 plus Directly supervising at least 2 staff			
5.1	in the 1 st year	53,388	55,524	57,744

Classification level		1 February 2010	1 February 2011	1 February 2012
		\$	\$	\$
5.2	2 or more years	54,626	56,811	59,084

B1.2 The descriptors contained within the table contained in Schedule B1.1 are indicative only and do not establish a mandatory qualification or mandatory requirement to supervise staff in order to be classified at that level.

B1.3 The table contained in Schedule B1.1 is to operate in conjunction with the work value descriptors contained within Schedule B – Classifications of the Educational Services (Schools) General Staff Award 2010

SCHEDULE C – PRINCIPLES UNDERPINNING RESTRUCTURE DISCUSSIONS

Nothing in this schedule shall be taken to constitute a clause providing for major change for the purposes of clause 10.8.

These general statements would guide the development of a model/s for discussion:

- Any restructure put in place in the future would not disadvantage any present staff member's remuneration or present contractual entitlements
- Existing Executive team personnel/ roles are excluded from this process
- Existing arrangements with individuals who occupy positions of responsibility, (for example, the term of an appointment), would only be adjusted for translation purposes and by agreement with the person
- If translation to a new structure was to occur existing conditions enjoyed by incumbents could not be diminished
- All appointments to positions in a new structure would be based on merit principles
- Serious consideration needs to be given to the option of shrinking the number of automatic progression salary points so that teachers are able to access higher levels more quickly
- It is recognised that in some parts of the school it may be necessary to reconfigure existing positions of responsibility in order to better meet the objectives in the strategic plan
- In considering future positions of responsibility it will be necessary to contemplate an expanded range of levels of responsibility and that responsibilities of a similar nature might need to be grouped together
- In considering how many positions of responsibility might be available in the future a quota will need to be considered in the various categories
- In considering how appointments might be made to positions of responsibility in a new structure all positions would be advertised and open to all persons who could meet the selection criteria regardless of their salary scale position at the time
- All positions of responsibility will have a fixed term and be re advertised at the conclusion of the incumbent's term of office. Incumbents will be eligible to reapply.
- Where incumbents are not re-appointed to a position at the same or a similar level they will be credited with years of service for salary purposes. Reversion would be to the first point on the responsibility allowance pay scale at a minimum
- Monetary allowances for positions of responsibility would be incorporated into a position of responsibility scale and be based on a system of units

which have money value equivalents. Likewise, where time allowances apply to positions of responsibility a similar unitary scale would apply

- Each position of responsibility would have a regular annual formal review based on agreed key performance indicators articulated in the job description and key selection criteria
- Selection committees for positions of responsibility would be comprised of a combination of Executive team members; members with specialist expertise and elected staff.

DECLARATION

This Agreement is made at Armadale VICTORIA on this

20th December 2010

Signed for and on behalf of

Lauriston Girls' School

(ABN 15 004 264 402)

X *S Just*

Ms S Just – Principal

Address.

7132 Bruce St
Toorak Vic

In the presence of

Miriam McAfferle

Signature of Witness

MIRIAM M'CAFFERLE

Name of witness

On behalf of Teachers and Teacher Assistants employed

By Lauriston Girls' School

Carole Long

Name of Employee Representative

CAROLINE LONG

Address of Employee Representative

4123-25 Dalgety St
St Kilda
3182

In the presence of

Catherine Paw

Signature of Witness

CATHERINE PAW

Name of witness