

**LEONGATHA CHRISTIAN SCHOOL ENTERPRISE FLEXIBILITY AGREEMENT
1996**

PREMABLE

The Leongatha Association for Parent Controlled Christian Education is committed to bringing every aspect of the school's life under the spotlight of the gospel in order that we may in all things bring glory to God. Thus, in the relationship between Association and Staff, Biblical principles guide us at every step.

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Date and Period of Operation 7**CLAUSE 2 PARTIES BOUND****2.1 APPLICATION**

The Leongatha Christian School Enterprise Flexibility Agreement 1996 (,the Agreement') shall apply to the Leongatha Association for Parent Controlled Christian Education (trading as Leongatha Christian School) and shall regulate the employment of a ' 11 teachers and school assistants at the school whose wages and,' conditions of employment are regulated by the Independent Education (Victoria) Interim Award 1994 'the Award')

2.2 RELATIONSHIP TO AWARD

The Leongatha Christian School Enterprise Flexibility Agreement 1996 shall replace in total the terms and conditions of employment of the Award and all variations thereafter which would otherwise govern the employment relationship at the school.

3.1 DEFINITIONS

For the purposes of this Agreement:

3.1.1 "Agreement" refers to the Leongatha Christian School Enterprise Flexibility

Agreement.

3.1.2 "Association" means the Leongatha Association for Parent Controlled Christian Education.

3.1.3 "Board", except where otherwise specified, refers to the Board of Directors of the Leongatha Association for Parent Controlled Christian Education.

3.1.4 "Casual Employee" means an employee other than a teacher who is employed:

3.1.4.1 For no longer than two consecutive school terms either on relieving work or to complete a fixed project; or

3.1.4.2 For less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which does not involve the performance of a regular number of hours per week or an average thereof per fortnight or month.

3.1.5 "Emergency Teacher" means a registered teacher, who comes into a school to cover a sudden emergency in the absence of the regular teacher.

3.1.6 Employee" means:

3.1.6.1 Any full-time, part-time or replacement employee, whether teacher or school assistant, as defined in any of the parts of the Agreement.

3.1.6.2 Any emergency or casual employee who has been employed at the school for a total of 10 days or more (or the equivalent thereof) whether or not worked continuously.

3.1.7 "Employer", in relation to Leongatha Christian School, means the Leongatha Association for Parent Controlled Christian Education, any person, people, committee or Board authorised to act on its behalf.

3.1.8 "Experience":

3.1.8.1 In the case of TEACHERS, means experience of teaching after achieving the qualifications necessary for registration and shall be deemed to have commenced at the date on which a "qualified" person first receives a teaching appointment.

3.1.8.2 In the case of SCHOOL ASSISTANTS, means experience of working at a specified Classification and Grade after achieving the required qualifications if any for appointment and shall be deemed to commence at the date on which an employee first commences work in the specified Classification and Grade in this school or elsewhere in an equivalent post.

3.1.9 "Full-time Employee" in the case of a non-teacher, means a school assistant who is employed for full-time hours each week of the school year, in any one school.

3.1.10 "Full-Time Teacher" means a teacher who is employed for a full week each week of the school year, in any one school.

3.1.12 "Part Time Employee", in the case of a non-teacher, means a school assistant other than a casual school assistant who is employed to work less than full time hours each week of the school year in any one school.

- 3.1.11 "Part-time Teacher" is one who is employed with the school to work less than a full week each week, in any one school.
- 3.1.13 "Registered Teacher" means a teacher who is registered by the Registered Schools Board.
- 3.1.14 "Replacement Teacher" means a registered teacher employed on a fixed term basis for a pre-arranged period to replace another teacher.
- 3.1.15 "Replacement Employee" means an employee other than a teacher who is employed on a fixed term basis for a prearranged period greater than 2 school terms to replace another employee.
- 3.1.16 "School Assistant" means a person for whom special conditions are defined in Clause 4, Part 2 of this Agreement. It includes people who are ancillary to the process of teaching: school counsellors; guidance officers; curriculum advisers; audio-visual technicians; audio-visual co-ordinators; laboratory technicians; laboratory managers; library technicians; librarians; special education personnel; ethnic community and multi-cultural advisers; integration aides; school marshals; community information officers; computer and mathematics laboratory assistants; faculty administrators; extension education co-ordinators and teacher aides.
- 3.1.17 "School Year" shall be the twelve months from the commencement of the first day of February in a year to the commencement of the first day of February of the following year.
- 3.1.18 "Superannuation" "Award superannuation" refers to superannuation paid wholly by the employer pursuant to Government legislation or regulation. "Employer-sponsored superannuation" refers to over-award superannuation.
- 3.1.19 "Teacher Librarian" means a registered teacher who holds appropriate Librarianship qualifications and, when employed as a teacher librarian, shall be entitled to the same conditions as a Registered teacher.
- 3.1.20 "Wages" - the total of the following:
- 3.1.20.1 The value of salary and benefits (pursuant to Clause 4.1.5 or Clause 4.2.2) appropriate to the employee's classification, years of experience and mode of employment.
 - 3.1.20.2 Any salary and benefits payments made other than Award Superannuation.
 - 3.1.20.3 Any higher duties allowance (but only for the period that that allowance is paid).
 - 3.1.20.4 The 25% loading where paid to casual and emergency teachers and school assistants.

3.2 LETTER OF APPOINTMENT

Each employee upon engagement, shall be issued with a letter of appointment by the employer, detailing inter alia wage rate and other service benefits.

3.3 INDUCTION

- 3.3.1 An employee in the first year of experience shall participate in an induction process.
- 3.3.2 In the case of a TEACHER, the induction process shall be determined by the Principal in consultation with the teacher to assist the teacher's professional development.
- 3.3.3 In the case of a SCHOOL ASSISTANT, the induction process shall be determined by the Principal or the Principal's delegate in consultation with the school assistant in order to facilitate the school assistant's rapid mastery of the job, integration within the workplace and school community and also to aid the school assistant's professional development.
- 3.3.4 The employer shall provide a written statement to the employee not later than four weeks before the end of the school year outlining the employee's progress and development.
- 3.3.5 Where the employer considers that a problem exists in relation to an employee's performance, the employer shall not use the induction process in substitution for, or as an alternative to, in whole or in part, due process.

3.4 WAGES - GENERALITIES

3.4.1 Mode of Payment

Leongatha Christian School will make available to employees flexible remuneration packaging arrangements which shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Agreement.

3.4.2 Routine Payments

- 3.4.2.1 All monies payable shall be paid once each fortnight throughout the school year.
- 3.4.2.2 The school will make provision to meet its employees' requests for payroll deductions. These include at least the following: Association membership fees, tuition fees, tea money, medical benefits, superannuation premiums and union dues.
- 3.4.2.3 An annual leave loading of 1.346% will be incorporated in all annual salaries and paid fortnightly unless otherwise packaged at the employee's request.

3.5 AWARD SUPERANNUATION

3.5.1 Definitions

For the purposes of this clause the following definitions shall apply:

3.5.1.1 "Employee" means:

- 3.5.1.1.1 any full-time, part-time, casual or replacement teacher or school assistant;
- 3.5.1.1.2 any emergency teacher who has been employed by the school for a total of ten days or more (or the equivalent thereof) whether or not worked continuously.
- 3.5.1.2 "Ordinary time earnings" means, where an employee is a full-time, part-time, casual, replacement or emergency teacher or school assistant, the total of the

following:

- 3.5.1.2.1 amounts paid under this Agreement pursuant to clauses 4.1.5 and 4.2.2; and
- 3.5.1.2.2 any salary payments made in excess of this Agreement.

3.5.2 Selection of Fund

3.5.2.1 Employees can choose to have superannuation contributions paid into one of the following funds:

3.5.2.1.1 Christian Schools Superannuation Fund; or

3.5.2.1.2 Independent Victorian Education Superannuation Trust (INVEST).

3.5.2.2 All employees shall select a fund at the time of engagement and the employee's selection of fund will be irrevocable while that employee remains employed by the school.

3.5.3 Contributions

3.5.3.1 The school shall contribute to the fund chosen by each employee (in accordance with clause 3.5.2) an amount equal to 5% of the employee's ordinary time earnings and increasing to 6% from 1 July 1996.

3.5.3.2 Contributions remain payable during any period that an eligible employee is absent on paid leave (including sick leave, annual leave, long service leave, infectious diseases leave, compassionate leave, examination leave, special leave, removal leave and leave during which accident make-up payments are being received by the employee) but shall not be payable during any period of unpaid leave nor after an employee's employment with the school is terminated.

3.5.3.3 Contributions shall be:

3.5.3.3.1 Adjusted each time there is an increase or decrease in ordinary time earnings as defined;

3.5.3.3.2 Vested and preserved in the employee in accordance with the Occupational Superannuation Standards Act 1987 and the Occupational Superannuation Standards Regulations made under the Act.

3.6 BREAKAGES AND LOSS

Where an employee has taken reasonable care the employee will not be liable for any accidental breakages or loss of property which occurs in the normal course of the employee's duties. If there is doubt as to what is "reasonable care" it may be judged under the disputes resolution mechanism (Clause 6).

3.7 MEAL ALLOWANCE

An employee required to remain at school continuously until after 7.00 p.m. on any day shall be supplied with a meal by the school, provided that a meal need not be provided if an employee can reasonably return home for meals.

3.8 ACCIDENT MAKE-UP PAY

3.8.1 Accident Pay

An employee shall be entitled to receive accident pay from the employer in accordance with this agreement.

3.8.2 Definitions

For the purposes of this agreement and subject to the terms thereof the words hereunder shall bear the respective definitions set out hereunder:

3.8.2.1 "The Act" means the Workers' Compensation Act 1958 as amended from time to time or, in respect of an injury occurring on or after 4.00 p.m. on the 31st August 1985, the Accident Compensation Act 1985 as amended from time to time.

3.8.2.2 "Injury", for the purposes of this agreement, shall be given the same meaning and application as applying under the relevant Act and no injury shall result in the application of accident pay unless an entitlement exists under the relevant Act.

3.8.3 Accident Pay

3.8.3.1 Total incapacity

In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the relevant Act accident pay means a weekly payment of an amount representing the difference between, on the one hand, the total amount of compensation, including other allowances, paid to the employee during incapacity pursuant to the relevant Act for the week in question and, on the other hand, the total weekly rate of pay and benefits under this Agreement being paid to such employee at the date of the injury giving rise to the said payment of compensation, together with any variation under this Agreement of rates and benefits which would have been applicable to the classification of such employee for the week in question if the employee had been performing normal duties.

3.8.3.2 Partial incapacity

In the case of an employee partially incapacitated within the meaning of the relevant Act accident pay means a weekly payment of an amount representing the difference between, on the one hand, the total amount of compensation paid to the employee during incapacity pursuant to the relevant Act for the week in question together with the average weekly amount the employee is earning, or is able to earn in some suitable employment or business (as determined expressly or by implication by the Accident Compensation Tribunal or as agreed between the parties) and, on the other hand, the total weekly rate of pay and benefits (and weekly over award payment if any) being paid under this Agreement to such employee at the date of the injury giving rise to the said payments of compensation, together with any variation in rates which would have been, applicable to the classification of such employee for the week in question if the employee had been performing normal duties.

3.8.3.3 Payment for part of a week

Where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount shall be a direct pro-rata.

3.8.4 Qualification for payment

Subject to the terms of the clause, an employee covered by this agreement shall upon receiving payment of compensation and continuing to receive such payment in respect of incapacity within the meaning of the relevant Act be paid accident pay by the employer and the said liability by the employer for accident pay may be discharged by another person on the employer's behalf, provided that:

3.8.4.1 Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom the employee was employed at the time of incapacity and then only for such period as the employee receives a weekly payment under the relevant Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from the employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable. Provided further that in the case of the termination by the employer of an employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except where the termination is due to the serious misconduct of the employee.

In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to the employee's former employer of the continuing payment of weekly workers, compensation payments.

3.8.4.2 Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to paragraph 3.8.4.3 and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks. Provided that as to industrial diseases contracted by a gradual process for injuries subject to recurrence, aggravation or acceleration (as provided under the relevant Act) such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

3.8.4.3 Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

3.8.5 Maximum period of payment

The maximum period or aggregate of periods of accident pay to be made by the employer shall be a total of 39 weeks for any one injury as defined in paragraph 3.8.2.2 of this agreement.

3.8.6 Absences on other paid leave

An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

3.8.7 Notice of injury

An employee upon receiving an injury for which the employee claims to be entitled to receive accident pay shall give notice in writing of the said injury to the employer as soon as reasonably practicable after the occurrence thereof; provided that such notice may be given by a representative of the employee.

3.8.8 Furnishing of evidence

An employee who has suffered any injury for which the employee is receiving payment or payments for incapacity in accordance with the provisions of the relevant Act *shall furnish evidence to the employer from time to time as required by the employer of such payment and compliance with this obligation shall be a condition precedent to any entitlement under this agreement.

Any employee who is receiving or who has received accident pay in respect of any injury shall, if required by the employer, authorise the employer to obtain any information required by the employer concerning such injury or compensation payable in respect thereof from the insurance company that is liable to pay compensation to such employee pursuant to the Workers' Compensation Act 1958.

3.8.9 Medical examination

This clause shall not be taken as restricting or removing the employer's rights under the Workers, Compensation Act 1958 to require the employee to submit to examination by a legally qualified medical practitioner, provided and paid by the employer, and if the employee refuses to submit to such examination or in any way obstructs the same, the employee's right to receive or continue to receive accident pay shall be suspended in like manner as the employee's right to compensation is suspended pursuant to the Workers' Compensation Act 1958 until such examination has taken place.

Where in accordance with the Workers' Compensation Act 1958 a medical referee gives a certificate as to the condition of the employee and the employee's fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

Where the employer is unable to provide work of the nature stipulated by the medical referee an employee shall take all reasonable steps to obtain such work with another employer and in the event of failure to do so payment of accident pay shall cease.

3.8.10 Redemption of weekly payments

Where there is a redemption of weekly compensation payments by the payment under the Workers' Compensation Act 1958 of a lump sum the employer's liability to pay accident pay shall cease as from the date of such redemption.

3.8.11 Civil damages claim

3.8.11.1 An employee receiving or who has received accident pay shall advise the employer of any action the employee may institute or any claim the employee may make for damages.

3.8.11.2 Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which the employee has received accident pay or an action or claim for such damages is claimed the employer's liability to pay accident pay shall cease from the date of such judgement or settlement.

3.8.12 Death of an employee

Further accident pay shall cease to accrue on the death of an employee.

3.8.13 Committee of Review

In the event of any dispute arising as to the entitlement of an employee to payment of accident pay in accordance with the provisions of this agreement the matter shall if the employer or any employee so requires, be processed in accordance with the dispute settling provisions of this agreement.

3.9 ANNUAL LEAVE

3.9.1 Teachers

This clause shall apply to teachers employed either full-time or part-time on a pro-rata basis, but shall not apply to part-time teachers employed for less than six hours per week.

3.9.1.1 A teacher other than in circumstances prescribed in paragraph 3.9.1.2 shall be entitled to school holidays without deduction of pay.

3.9.1.2 Where a teacher takes leave without pay (pursuant to section 3.13) in excess of ten working days in any school year the teacher's entitlement to school holidays shall, at the discretion of the Principal, be calculated on the basis of one third of that teacher's working weeks (excluding paid holidays already received and periods of leave without pay).

3.9.1.3 Where a teacher's entitlement to paid annual leave has been reduced pursuant to paragraph 3.9.1.2 the period which, but for that reduction, would have been paid annual leave shall be unpaid leave (other than leave without pay pursuant to section 3.13) and shall be counted as service for all purposes of this Agreement.

3.9.1.4 Part-time teachers employed pursuant to section 4.1.6.1 shall be entitled to annual leave on the same proportionate basis as their pro-rata weekly salary is calculated.

3.9.2 School Assistants with four weeks annual leave

3.9.2.1 A school assistant paid in accordance with Section 4.2.2.2 of this Agreement shall other than in circumstances prescribed in Section 3.9.2.2 be entitled to four weeks annual leave exclusive of public holidays falling within such leave.

3.9.2.2 Where a school assistant takes leave without pay under Section 3.13 in excess of ten working days in any school year the school assistant's entitlement to annual leave shall be calculated on the basis of one twelfth of that school assistant's number of working weeks (excluding paid holiday periods already received and periods of leave without pay).

Where a school assistant's entitlement to paid annual leave has been reduced pursuant to this Section 3.9.2.2 the period which, but for that reduction, would have been paid annual leave shall be unpaid leave (other than leave without pay under Section 3.13) and shall be counted as service for all purposes of this Agreement.

3.9.2.3 A school assistant who is employed for part only of a school year shall be paid a pro-rata holiday entitlement calculated on the basis of one twelfth of that school assistant's number of working weeks (excluding paid holiday periods) at the wage rate applicable at the time leave is taken or employment is terminated.

3.9.2.4 School holidays

3.9.2.4.1 A school assistant paid in accordance with Section 4.2.2.3 of this Agreement shall other than in circumstances prescribed in Section 3.9.2.4.2 be entitled to school holidays without deduction of pay.

3.9.2.4.2 Where a teacher or school assistant takes leave without pay under Section 3.13 in excess of ten working days in any school year, the teacher or school assistant's entitlement to school holidays shall, at the discretion of the Principal, be calculated on the basis of one third of that teacher or school assistant's working weeks (excluding paid holidays-already received and periods of leave without pay).

Where a teacher or school assistant's entitlement to paid annual leave has been reduced pursuant to this paragraph the period which, but for that reduction, would have been paid annual leave shall be unpaid leave (other than leave without pay pursuant to Section 3.13) and shall be counted as service for all purposes of this Agreement.

3.9.2.4.3 A teacher or school assistant who is employed for part only of a school year shall be paid a pro-rata holiday entitlement calculated on the basis of one third of that teacher or school assistant's number of working weeks (excluding paid holiday periods) at the wage rate applicable at the time leave is taken or employment is terminated.

3.9.2.5 Public Holidays

Where a school assistant is entitled to four weeks annual leave in accordance with Section 3.9.2 of this Agreement:

3.9.2.5.1 An employee shall be entitled to holidays on the following days:

3.9.2.5.2 New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, and Boxing Day; and

3.9.2.5.3 the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queens Birthday, and Labour Day; and

3.9.2.5.4 Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

3.9.2.5.5 For substitute day arrangements refer to Section 3.9.3.5 of this agreement.

3.9.3 Employees in receipt of paid school holidays under Section 3.13) and shall be counted as service for all purposes of this Agreement.

3.9.2.3 A school assistant who is employed for part only of a school year shall be paid a pro-rata holiday entitlement calculated on the basis of one twelfth of that school assistant's number of working weeks (excluding paid holiday periods) at the wage rate applicable at the time leave is taken or employment is terminated.

3.9.2.4 School holidays

3.9.2.4.1 A school assistant paid in accordance with Section 4.2.2.3 of this Agreement shall other than in circumstances prescribed in Section 3.9.2.4.2 be entitled to

school holidays without deduction of pay.

- 3.9.2.4.2 Where a teacher or school assistant takes leave without pay under Section 3.13 in excess of ten working days in any school year, the teacher or school assistant's entitlement to school holidays shall, at the discretion of the Principal, be calculated on the basis of one third of that teacher or school assistant's working weeks (excluding paid holidays-already received and periods of leave without pay).

Where a teacher or school assistant's entitlement to paid annual leave has been reduced pursuant to this paragraph the period which, but for that reduction, would have been paid annual leave shall be unpaid leave (other than leave without pay pursuant to Section 3.13) and shall be counted as service for all purposes of this Agreement.

- 3.9.2.4.3 A teacher or school assistant who is employed for part only of a school year shall be paid a pro-rata holiday entitlement calculated on the basis of one third of that teacher or school assistant's number of working weeks (excluding paid holiday periods) at the wage rate applicable at the time leave is taken or employment is terminated.

3.9.2.5 Public Holidays

Where a school assistant is entitled to four weeks annual leave in accordance with Section 3.9.2 of this Agreement:

- 3.9.2.5.1 An employee shall be entitled to holidays on the following days:
- 3.9.2.5.2 New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, and Boxing Day; and
- 3.9.2.5.3 the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queens Birthday, and Labour Day; and
- 3.9.2.5.4 Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.
- 3.9.2.5.5 For substitute day arrangements refer to Section 3.9.3.5 of this agreement.

3.9.3 Employees in receipt of paid school holidays

3.9.3.1 A teacher or school assistant who receives school holidays without the deduction of pay in accordance with clauses 3.9.1 and 3.9.2.2 of this Agreement shall be entitled to holidays which do not occur during the period of school holidays on the following days:

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

3.9.3.2 Holidays in lieu

- 3.9.3.2.1 When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 3.9.3.2.2 When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 3.9.3.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

3.9.3.3 Additional days

Where in Victoria, public holidays are declared or prescribed on days other than those set out in Clauses 3.9.3.1 and 3.9.3.2, those days shall constitute additional days for the purpose of this Agreement.

- 3.9.3.4 Any teacher who fails to attend for work on the working day before or after a holiday or substitute day without reasonable excuse shall not be entitled to be paid for such holiday.

3.9.3.5 Substitute days

- 3.9.3.5.1 The employer and the employees may agree to substitute a day in the month of September during the Daffodil Festival for Melbourne Cup day or any other day substituted by an Act of Parliament or Proclamation.
- 3.9.3.5.2 The Union will be informed of this agreement pursuant to 3.9.3.5.1.
- 3.9.3.5.3 In the event of any dispute arising in connection with any part of Section 3.9, such a dispute shall be processed in accordance with the dispute settling provisions of this Agreement.

3.10 COMPASSIONATE LEAVE

Leave of absence up to three days on full pay may be granted to any employee:

- 3.10.1 On account of the death or serious illness of the employee's spouse, child, father, mother, brother, sister, grandfather or grandmother, or the teacher's spouse's child, father, mother, sister, brother, grandfather or grandmother, or
- 3.10.2 At the time of the confinement of the employee's spouse, or
- 3.10.3 On the adoption of a child, or
- 3.10.4 In any other case where, in the opinion of the Principal, special circumstances exist.

3.11 EXAMINATIONS LEAVE

An employee shall be granted leave with pay to attend examinations in relevant courses of study approved by the Principal or by the Association's Education Committee.

3.12 INFECTIOUS DISEASES LEAVE

Where an employee is suffering from one of the infectious diseases known as German measles, chickenpox, measles, mumps, scarlet fever, whooping cough, rheumatic fever or hepatitis, and the Principal 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, the employee shall be granted special leave without deduction of pay.

The employee may be asked to produce a medical certificate which specifically names the disease, and the employee shall request in writing that the leave not be debited against sick leave.

3.13 LEAVE WITHOUT PAY

3.13.1 While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

3.13.2 Other than in exceptional circumstances, where an employee receives school holidays such leave should preferably commence on the day following the last teaching day of, a term, and conclude on the day preceding the first teaching day of a term (unless the employer has expressly agreed to the contrary) .

3.13.3 If an employee is granted leave without pay the employee shall be entitled to a position commensurate with qualifications and experience on the employee's return. Specific duties will be by mutual agreement.

3.14 LONG SERVICE LEAVE

3.14.1 Every employee shall be entitled to long service leave on ordinary pay in respect of continuous employment with the Association or its successor.

3.14.2 The amount of such entitlement shall be:

3.14.2.1 On the completion by the employee of 10 years continuous employment with the employer - 13 weeks long service leave and thereafter an additional 6 1/2 weeks, i.e. 45 calendar days long service leave on the completion of each additional 5 years of continuous employment with the employer;

3.14.2.2 In addition, in the case of an employee who has completed more than 10 years continuous employment with the employer and whose employment is terminated otherwise than by the death of the employee an amount of long service leave equal to one-fortieth of the period of the employee's continuous employment since the last accrual of entitlement to long service leave under paragraph 3.14.2.1;

3.14.2.3 In the case of an employee who has completed at least 7 but less than 10 years of continuous employment with the employer and whose employment is terminated for any cause other than by the employer for serious and wilful misconduct, such amount of long service leave as equals one-fortieth of the period of the employee's continuous employment.

3.14.3.1 If an employee who is entitled to any amount of long service leave dies before or while taking such leave the employer shall thereupon pay to the employee's personal representative a sum equal to the amount of ordinary pay that would have been payable to the employee in respect of the period of long service

leave not taken by the employee less any amount already paid to the employee in respect of any such leave not taken.

- 3.14.3.2 Where an employee who has completed more than 10 years continuous employment with the employer dies while still in continuous employment of the employer, the employer (in addition to any sum payable under paragraph 3.14.3.1 shall thereupon pay to the employee's personal representative in respect of any period (hereinafter called 'the fractional period') of such continuous employment which is after the last accrual of entitlement to long service leave pursuant to paragraph 3.14.2.1 a sum equal to the amount of the employee's ordinary pay for a period equalling one-fortieth of such fractional period.
- 3.14.3.3 Where an employee who has completed at least 7 but less than 10 years of continuous service with the employer dies while still in that employment, the employer shall thereupon pay to the employee's personal representative a sum equal to the amount of the employee's ordinary pay for a period equalling one-fortieth of the period of the employee's continuous employment.
- 3.14.3.4 Except as provided in section 3.14 payment shall not be made by the employer to an employee or the employee's personal representative in lieu of any long service leave or part thereof to which the employee is entitled under this section nor shall any payment be accepted by any employee or the employee's personal representative.
- 3.14.3.5 Should an employee become ill whilst on long service leave subject to the production of a supporting medical certificate the period of illness shall be treated as sick leave but only to the extent that the employee is entitled to sick leave and the long service leave shall be extended by the period of illness.
- 3.14.3.6.1 Part-time service is regarded as service in the same manner as full-time service for the purposes of determining long service leave entitlements;
- 3.14.3.6.2 where all service of the employee has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;
- 3.14.3.6.3 When full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours;
- 3.14.3.6.4 When part-time employment falls last, leave taken from the full-time credit will be paid to the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment;
- 3.14.3.6.5 If an employee can show that the employee's average weekly hours over the whole of the employee's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher

figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

3.14.4 Long service leave shall be regulated jointly by this Agreement and Division 6 of Part 5 of the Employee Relations Act 1992 (Vic.). In the event of any inconsistency between' the Agreement and that Act, the Agreement shall prevail.

3.14.5 Improvements in long service leave provided for non-teachers under this clause shall operate from 1st September, 1993.

3.15 PARENTAL LEAVE - MATERNITY

3.15.1 Nature of leave

Maternity leave is unpaid leave.

3.15.2 Definitions

For the purposes of section 3.15:

3.15.2.1 "Child" means a child of the employee under the age of one year.

3.15.2.2 "Confinement", in relation to a female employee, means confinement caused by the birth of a child or other termination of pregnancy.

3.15.2.3 "Continuous service,, for the purpose of this clause means service under an unbroken contract of employment and includes:

3.15.2.3.1 Any period of leave taken in accordance with this clause.

3.15.2.3.2 Any period of part-time employment worked in accordance with this clause.

3.15.2.3.3 Any period of leave or absence authorised by the employer or by the Agreement.

3.15.2.4 "Expected date of confinement", in relation to a female employee, means a date certified by a medical practitioner to be the date on which the medical practitioner expects the employee to be confined in respect of her pregnancy.

3.15.2.5 "Paternity leave" means leave of the type provided for in section 3.16 whether prescribed in an award or otherwise.

3.15.2.6 "Spouse" includes a de facto spouse or a former spouse.

3.15.2.7 "Employee,, shall include a part-time employee who is paid a salary on a pro rata basis (pursuant to Section 4.1.6.1 or Section 4.2.3.1) and whose weekly hours are not less than six (6) hours per week (school assistants) or three (3) hours per week teaching allotment, but shall not include an employee who is paid an hourly rate (pursuant to Section 4.1.6.2 or Section 4.2.3.2), an emergency teacher or a casual school assistant.

3.15.3 Eligibility for maternity leave

An employee who becomes pregnant shall, upon production to her employer of the certificate required by paragraph 3.15.4, be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee, s spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to paragraphs 3.15.6 and 3.15.9 the period of maternity leave shall be for an unbroken period of from 6 to 52 weeks and shall include a period of 6 weeks compulsory leave to be taken immediately following confinement.

The employee must have had not less than 12 months continuous service with her employer immediately preceding the date on which she commences maternity leave.

3.15.4 Certification

At the time specified in paragraph 3.15.5 the employee must produce to her employer:

3.15.4.1 A certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement.

3.15.4.2 A statutory declaration -

3.15.4.2.1 Stating particulars of any period of paternity leave sought or taken by her spouse; and

3.15.4.2.2 Stating her agreement that for the period of her maternity leave she will not engage in any conduct inconsistent with her contract of employment.

3.15.5 Notice requirements 3.15.5.1 An employee shall, not less than 15 weeks' prior to the expected date of confinement, produce to her employer the certificate referred to in paragraph 3.15.4.1.

3.15.5.2 An employee shall give not less than 7 weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in paragraph 3.15.4.2.

3.15.5.3 The employer by not less than 14 days 1 notice in writing to the employee may require her to commence maternity leave at any time within the 10 weeks immediately prior to her expected date of confinement.

3.15.5.4 An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph 3.15.5.2 if such failure is caused by the confinement occurring earlier than the expected date.

3.15.5.5 Other than in exceptional circumstances, maternity leave should preferably commence on the day following the last working day of a term and conclude on the day preceding the first day of a term (unless the employer has expressly agreed to the contrary).

In order to facilitate such arrangements the employer, where necessary, will extend the period of maternity leave beyond the maximum prescribed entitlement should an employee agree to return from maternity leave on the

commencement of the term immediately following the maximum period of maternity leave otherwise required to be afforded to the employee.

3.15.6 Transfer to a safe job

Where, in the opinion of a registered medical practitioner illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs 3.15.10, 3.15.11, 3.15.12 and 3.15.13.

3.15.7 Variation of period of maternity leave

Provided the addition does not extend maternity leave beyond 52 weeks,

3.15.7.1.1 The period of maternity leave may be lengthened once only by the employee giving not less than 21 days' notice in writing stating the period by which the leave is to be lengthened.

3.15.7.1.2 The period may be further lengthened by agreement between the employer and the employee.

3.15.7.2 The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 7 weeks, notice in writing stating the period by which the leave is to be shortened.

3.15.8 Cancellation of maternity leave

3.15.8.1 Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

3.15.8.2 Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall be no later than the beginning of the next succeeding term from the date of notice in writing by the employee to the employer that she wishes to resume work.

3.15.9 Special maternity leave and sick leave

3.15.9.1 Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

3.15.9.1.1 She shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

3.15.9.1.2 For illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical

practitioner certifies as necessary before her return to work.

3.15.9.2 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

3.15.9.3 For the purposes of paragraphs 3.15.10, 3.15.11 and 3.15.12, maternity leave shall include special maternity leave.

3.15.9.4 A TEACHER returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to a teaching position commensurate with her qualifications and experience.

3.15.9.5 A part-time TEACHER shall be entitled to return to a position which includes the same number of hours per week but not-necessarily the same times or class levels.

3.15.9.6 A SCHOOL ASSISTANT returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on maternity leave. Where such position no longer exists but there are other positions for which the school assistant is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly as comparable in status, hours and salary to that of her former position.

3.15.10 Maternity leave and other leave entitlements

3.15.10.1 Provided the aggregate of any leave, including leave taken under this section, does not exceed 52 weeks, an employee may, in lieu of or in conjunction with ' maternity leave, take any long service leave or any part thereof to which she is entitled.

3.15.10.2 Paid sick leave or other authorised absences under this Agreement (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

3.15.11 Effect of maternity leave on employment

Notwithstanding any provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

3.15.12 Termination of employment

3.15.12.1 An employee on maternity leave may terminate her employment at any time during the period of leave by notice in accordance with this Agreement.

3.15.12.2 The employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.

- 3.15.13 Return to work after maternity leave
- 3.15.13.1 An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than 7 weeks prior to the expiration of her period of maternity leave.
- 3.15.13.2 A TEACHER, from the beginning of the next succeeding term or such earlier date as the employer requires, following the giving of the notice required pursuant to paragraph 3.15.13.1, shall be entitled to a teaching position commensurate with her qualifications and experience.
- 3.15.13.3 A part-time TEACHER shall be entitled to return to a teaching position which includes the same number of hours per week but not necessarily the same times or class levels.
- 3.15.13.4 A SCHOOL ASSISTANT, from the beginning of the next succeeding term or such earlier date as the employer requires, following the giving of the notice required pursuant to paragraph 3.15.13.1, shall be entitled to the position which she held immediately before proceeding on maternity leave. Where such position no longer exists but there are other positions for which the school assistant is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly as comparable in status, hours and salary to that of her former position.
- 3.15.14 Replacement teachers and school assistants
- 3.15.14.1 A replacement teacher or school assistant for the purpose of this clause is an employee specifically engaged as such as a result of an employee proceeding on maternity leave provided however that a replacement teacher or school assistant does not have to fill the job vacated by the employee proceeding on maternity leave.
- 3.15.14.2 Before the employer engages a replacement teacher or school assistant under this section the employer shall inform that person in writing of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 3.15.14.3 Before the employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this section, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- 3.15.14.4 Nothing in section 3.15 shall be construed as requiring the employer to engage a replacement employee.

3.16 PARENTAL LEAVE - PATERNITY

3.16.1 Nature of leave

Paternity leave is unpaid leave.

3.16.2 Definitions

For the purposes of section 3.16:

- 3.16.2.1 "Child" means child of the employee or the employee's spouse under the age of one year.
- 3.16.2.2 "Confinement", in relation to an employee's spouse, means the spouse's confinement caused by the birth of a child or other termination of a pregnancy.
- 3.16.2.3 "Continuous service" for the purpose of this clause means service under an unbroken contract of employment and includes:
 - 3.16.2.3.1 Any period of leave taken in accordance with this clause.
 - 3.16.2.3.2 Any period of part-time employment worked in accordance with this clause, or
 - 3.16.2.3.3 Any period of leave or absence authorised by the employer or by the Agreement.
- 3.16.2.4 "Expected date of confinement", in relation to an employee's spouse, means a date certified by a medical practitioner to be the date on which the medical practitioner expects the spouse to be confined in respect of her pregnancy.
- 3.16.2.5 "Maternity leave" means leave of the type provided for in section 3.15 (and includes special maternity leave).
- 3.16.2.6 "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.
- 3.16.2.7 "Spouse" includes a de facto spouse or a former spouse.
- 3.16.2.8 "Employee" shall include a part-time employee who is paid salary on a pro rata basis (pursuant to Section 4.1.6.1 or Section 4.2.3.1 and who is employed not less than six (6) hours per week (school assistants) or three (3) hours per week teaching allotment, but shall not include a part-time, teacher who is paid an hourly rate (pursuant to Section 4.1.6.2), an emergency teacher or a casual school assistant.

3.16.3 Eligibility for paternity leave

An employee shall, upon production to his employer of the certificate required by paragraph 3.16.4, be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- 3.16.3.1 An unbroken period of up to one week, which includes leave taken pursuant to section 3.14.2 of this Agreement, at the time of confinement of his spouse;
- 3.16.3.2 A further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months' continuous service with that

employer immediately preceding the date upon which he proceeds upon either period of leave.

3.16.4 Certification

At the time specified in paragraph 3.16.5 the employee must produce to his employer:

- 3.16.4.1 A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
- 3.16.4.2 In relation to any period to be taken under paragraph 3.16.3.2, a statutory declaration stating:
 - 3.16.4.2.1 He will take the period of paternity leave to become the primary care-giver of a child;
 - 3.16.4.2.2 Particulars of any period of maternity leave sought or taken by his spouse; and
 - 3.16.4.2.3 His agreement that for the period of his paternity leave he will not engage in any conduct inconsistent with his contract of employment.

3.16.5 Notice requirements

- 3.16.5.1 The employee shall, not less than 15 weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph 3.16.4.
- 3.16.5.2 The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in paragraph 3.16.5.1 if such failure is due to:
 - 3.16.5.2.1 The birth occurring earlier than the expected date; or
 - 3.16.5.2.2 The death of the mother of the child; or
 - 3.16.5.2.3 Other compelling circumstances.
- 3.16.5.3 The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph 3.16.4.
- 3.16.5.4 Other than in exceptional circumstances, paternity leave pursuant to paragraph 3.16.3.2 should preferably commence on the day following the last day of a term and conclude on the day preceding the first day of a term (unless the employer has expressly agreed to the contrary).

In order to facilitate such arrangements the employer, where necessary, will extend the period of paternity leave beyond the maximum prescribed entitlement should an employee agree to return from paternity leave on the commencement of the term immediately following the maximum period of paternity leave otherwise required to be afforded to the employee.

3.16.6 Variation of period of paternity leave

- 3.16.6.1 Provided the addition does not extend paternity leave beyond 52 weeks,
 - 3.16.6.1.1 The period of paternity leave provided by paragraph 3.16.3.2 may be lengthened once only by the employee giving not less than 21 days' notice in writing stating the period by which the leave is to be lengthened;
 - 3.16.6.1.2 The period may be further lengthened by agreement between the employer and the employee.
- 3.16.6.2 The period of paternity leave taken under paragraph 3.16.3.2 may, with the consent of the employer, be shortened by the employee giving not less than 7 weeks' notice in writing stating the period by which the leave is to be shortened.

3.16.7 Cancellation of paternity leave

Paternity leave, applied for under paragraph 3.16.3.2 but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

3.16.8 Paternity leave and other leave entitlements

- 3.16.8.1 Provided the aggregate of any leave, including leave taken under section 3.16, does not exceed 52 weeks, an employee may, in lieu of or in conjunction with paternity leave, take any long service leave or any part thereof to which he is then entitled.
- 3.16.8.2 Paid sick leave or other paid authorised absences under this Agreement (excluding annual leave or long service leave or leave pursuant to section 3.10.2 shall not be available to an employee during his absence on paternity leave.

3.16.9 Effect of paternity leave on employment

Notwithstanding any provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

3.16.10 Termination of employment

- 3.16.10.1 An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.
- 3.16.10.2 The employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.

3.16.11 Return to work after paternity leave

- 3.16.11.1 An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than 7 weeks prior to the expiration of his period of paternity leave provided by paragraph 3.16.3.2.

- 3.16.11.2 A TEACHER, from the beginning of the next succeeding term or such earlier date as the employer requires, following the giving of the notice required pursuant to paragraph 3.16.11.1, shall be entitled to a teaching position commensurate with his qualifications and experience.
- 3.16.11.3 A part-time TEACHER shall be entitled to return to a teaching position which includes the same number of hours per week but not necessarily the same times or class levels.
- 3.16.11.4 A SCHOOL ASSISTANT, from the beginning of the next succeeding term or such earlier date as the employer requires, following the giving of the notice required pursuant to paragraph 3.16.11.1, shall be entitled to the position which he held immediately before proceeding on paternity leave. Where such position no longer exists but there are other positions for which the school assistant is qualified and the duties of which he is capable of performing, he shall be entitled to a position as nearly as comparable in status, hours and salary to that of his former position.
- 3.16.12 Replacement teachers and school assistants
- 3.16.12.1 A replacement teacher or school assistant for the purposes of this clause is an employee specifically engaged as such as a result of an employee proceeding on paternity leave provided however that a replacement teacher or school assistant does not have to fill the job vacated by the employee proceeding on paternity leave.
- 3.16.12.2 Before the employer engages a replacement teacher or school assistant, the employer shall inform that person in writing of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 3.16.12.3 Before the employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- 3.16.12.4 Nothing in section 3.16 shall be construed as requiring the employer to engage a replacement teacher or school assistant.

3.17 PARENTAL LEAVE - ADOPTION

3.17.1 Nature of leave

Adoption leave is unpaid leave.

3.17.2 Definitions

For the purposes of section 3.17:

- 3.17.2.1 "Child" means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has not previously lived continuously with the employee for a period of six months or more.

- 3.17.2.2 "Continuous service,' for the purposes of this clause means service under an unbroken contract of employment and includes:
- 3.17.2.2.1 Any period of leave taken in accordance with this clause,
 - 3.17.2.2.2 Any period of part-time employment worked in accordance with this clause, or
 - 3.17.2.2.3 Any period of leave or absence authorised by the employer or by this Agreement.
- 3.17.2.3 "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.
- 3.17.2.4 "Relative adoption" occurs where a child, as defined, is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- 3.17.2.5 "Spouse" includes a de facto spouse or a former spouse.
- 3.17.2.6 "Employee" shall include a part-time teacher or school assistant who is paid salary on a pro rata basis (pursuant to Section 4.1.6.1 or Section 4.2.3.1) and whose weekly hours are not less than six (6) hours per week (school assistants) or three (3) hours teaching allotment but shall not include a part-time teacher who is paid an hourly rate (pursuant to Section 4.1.6.2), an emergency teacher or casual school assistant.

3.17.3 Eligibility for adoption leave

An employee, upon production to the employer of the documentation required by paragraph 3.17.4 shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- 3.17.3.1 An unbroken period of up to one week, which includes leave taken pursuant to section 3.10.3 of this Agreement, at the time of placement of the child;
- 3.17.3.2 An unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of a child.

This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
 - 3.17.3.2.1 Any period of leave taken pursuant to paragraph 3.17.3.1; and
 - 3.17.3.2.2 The aggregate of any periods of adoption leave taken or to be taken by the-employee's spouse.
- 3.17.3.3 The employee must have had not less than 12 months continuous service with the employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

3.17.4 Certification

Before taking adoption leave the employee must produce to the employer:

- 3.17.4.1.1 A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
- 3.17.4.1.2 A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- 3.17.4.2 In relation to any period to be taken under paragraph 3.17.3.2, a statutory declaration stating:
 - 3.17.4.2.1 The employee is seeking adoption leave to become the primary care-giver of the child;
 - 3.17.4.2.2 Particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - 3.17.4.2.3 For the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

3.17.5 Notice Requirements

- 3.17.5.1 Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and' within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- 3.17.5.2 An employee who commences employment with the employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such an employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he or she proceeds upon such leave.
- 3.17.5.3 An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 21 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under paragraph 3.17.3.1.
- 3.17.5.4 An employee shall, 15 weeks before the proposed date of commencing any leave under section 3.17.3.2, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- 3.17.5.5 An employee shall not be in breach of section 3.17, as a consequence of failure to give the stipulated period of notice in accordance with paragraphs 3.17.5.3 and 3.17.5.4 if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

3.17.5.6 Other than in exceptional circumstances, adoption leave should preferably commence on the day following the last working day of a term and conclude on the day preceding the first day of a term (unless the employer has expressly agreed to the contrary).

In order to facilitate such arrangements the employer, where necessary, will extend the period of adoption leave beyond the maximum prescribed entitlement should an employee agree to return from adoption leave on the commencement of the term immediately following the maximum period of adoption leave otherwise required to be afforded to the employee.

3.17.6 Variation of period of adoption leave

3.17.6.1 Provided the addition does not extend adoption leave beyond 52 weeks:

3.17.6.1.1 The period of leave taken under paragraph 3.17.3.2 may be lengthened once only by the employee giving not less than 21 days' notice in writing stating the period by which the leave is to be lengthened;

3.17.6.1.2 The period may be further lengthened by agreement between the employer and the employee.

3.17.6.2 The period of adoption leave taken under paragraph 3.17.3.2 may, with the consent of the employer, be shortened by the employee giving not less than 7 weeks' notice in writing stating the period by which the leave is to be shortened.

3.17.7 Cancellation of adoption leave

3.17.7.1 Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

3.17.7.2 Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time for the employee's resumption of work, which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the employee to the employer that the employee wishes to resume work.

3.17.8 Special leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure.

3.17.9 Adoption leave and other entitlements

3.17.9.1 Provided the aggregate of any leave, including leave taken under section 3.17, does not exceed 52 weeks, an employee may, in lieu of or in conjunction with adoption leave, take any long service leave or any part thereof to which he or she is entitled.

3.17.9.2 Paid sick leave or other paid authorised absences under this Agreement (excluding annual leave, long service leave or leave pursuant to section 3.14.3)

shall not be available to an employee during the employee's absence on adoption leave.

3.17.10 Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

3.17.11 Termination of employment

3.17.11.1 An employee on adoption leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this Agreement.

3.17.11.2 The employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.

3.17.12 Return to work after adoption leave

3.17.12.1 An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than 7 weeks prior to the expiration of adoption leave provided by paragraph 3.17.3.2.

3.17.12.2 A TEACHER, from the beginning of the next succeeding term or such earlier date as the employer requires, following the giving of the notice required pursuant to paragraph 3.17.12.1, shall be entitled to a teaching position commensurate with his or her qualifications and experience.

3.17.12.3 A part-time TEACHER shall be entitled to return to a teaching position which includes the same number of hours per week but not necessarily the same times or class levels.

3.17.12.4 A SCHOOL ASSISTANT, from the beginning of the next succeeding term or such earlier date as the employer requires, following the giving of the notice required pursuant to paragraph 3.17.12.1, shall be entitled to the position which s/he held immediately before proceeding on adoption leave. Where such position no longer exists but there are other positions for which the school assistant is qualified and the duties of which s/he is capable of performing, s/he shall be entitled to a position as nearly as comparable in status, hours and salary to that of his or her former position.

3.17.13 Replacement teachers and school assistants

3.17.13.1 A replacement teacher or school assistant for the purpose of this clause is an employee specifically engaged as such and as a result of an employee proceeding on adoption leave provided however that a replacement teacher or school assistant does not have to fill the job vacated by the employee proceeding on adoption leave.

3.17.13.2 Before the employer engages a replacement teacher or school assistant, the employer shall inform that person in writing of the temporary nature of the employment and of the rights of the employee who is being replaced.

- 3.17.13.3 Before the employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under section 3.17, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- 3.17.13.4 Nothing in section 3.17 shall be construed as requiring the employer to engage a replacement teacher or school assistant.

3.18 PARENTAL LEAVE - PART-TIME WORK

3.18.1 Definitions

For the purposes of section 3.18:

- 3.18.1.1 "Continuous service,, means service under an unbroken contract of employment and includes:
- 3.18.1.1.1 Any period of leave taken in accordance with this clause;
 - 3.18.1.1.2 Any period of part-time employment worked in accordance with this clause; or
 - 3.18.1.1.3 Any period of leave or absence authorised by the employer or by this Agreement.
- 3.18.1.2 "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- 3.18.1.3 "Male employee" means an employed male who is caring for a child born of his spouse or a child who has been placed with the employee for adoption purposes.
- 3.18.1.4 "Spouse" includes a de facto spouse or a former spouse.

3.18.2 Entitlement

With the agreement of the employer:

- 3.18.2.1 A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- 3.18.2.2 A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- 3.18.2.3 A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

3.18.2.4 In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of the placement.

3.18.3 Return to work

3.18.3.1 A TEACHER who has had at least 12 months, continuous service with the employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to a teaching position commensurate with his or her qualifications and experience.

3.18.3.2 A SCHOOL ASSISTANT who has at least 12 months' continuous service with an employer immediately before commencing part time employment after the birth or placement of a child shall, at the expiration of the period of such part-time employment or the first period, if there is more than one, be entitled to the position held immediately before proceeding on such leave. Where such position no longer exists but there are other positions for which the employee is qualified and the duties of which the employee is capable of performing, the employee shall be entitled to a position as nearly as comparable in status, hours and salary to that of the position held by the employee immediately before commencing part-time employment.

3.18.3.3 Nothing in paragraph 3.18.3.1 or 3.18.3.2 shall prevent the employer from permitting the employee to return to such a position after a second or subsequent period of part-time employment.

3.18.3.4 A part-time TEACHER working fewer hours in accordance with paragraph 3.18.7 shall be entitled to return to a teaching position which includes the same number of hours per week but not necessarily the same times or class levels.

3.18.4 Effect of part-time employment on continuous service

Commencement of part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

3.18.5 Pro rata entitlements

Subject to the provisions of section 3.18 and the matters agreed to in accordance with paragraph 3.18.7, part-time employment shall be in accordance with the provisions of this Agreement which shall apply pro-rata.

3.18.6 Transitional arrangements - annual leave and sick leave
3.18.6.1 An employee working part-time under section 3.18 shall be paid for and take leave in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Agreement.

3.18.6.2 A full-time employee shall be paid for and take leave in respect of a period of part-time employment under section 3.18, in such periods and manner as specified in the annual leave provisions of this Agreement.

3.18.6.3 A SCHOOL ASSISTANT working part-time under Section 3.1 8 shall have sick leave entitlements which have accrued under this Agreement (including

any leave entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, it shall be debited for the ordinary hours that the school assistant would have worked during the period of absence.

3.18.7 Part-time work agreement

3.18.7.1 Before commencing a period of part-time employment under section 3.18 the employee and the employer shall agree:

3.18.7.1.1 That the employee may work part-time;

3.18.7.1.2 Upon the hours to be worked by the employee and the days upon which they will be worked;

3.18.7.1.3 Upon the period of part-time employment.

3.18.7.2 The terms of this agreement may be varied by consent.

3.18.7.3 The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

3.18.7.4 The terms of agreement shall apply to the part-time employment.

3.18.8 Termination of employment

3.18.8.1 The employment of a part-time teacher or school assistant under section 3.18 may be terminated in accordance with the provisions of this Agreement but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

3.18.8.2 Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher or school assistant as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher or school assistant on a pro-rata basis.

3.18.9 Extension of hours of work

The employer may request, but not require, an employee working part-time under section 3.18 to work hours additional to those provided for in accordance with section 3.18.7.

3.18.10 Nature of part-time work

The work to be performed part-time need not be the work performed by the employee in the position held immediately before commencing part-time employment under section 3.18 but shall be work otherwise performed under this Agreement.

3.18.11 Inconsistent provisions

An employee may work part-time under section 3.18 notwithstanding any other provision of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked and any such provisions do not apply to part-time work under section 3.18.

3.18.12 Replacement teachers and school assistants

- 3.18.12.1 A replacement teacher or school assistant for the purpose of this clause is an employee specifically engaged as such as a result of an employee working part-time under section 3.18.
- 3.18.12.2 A replacement teacher or school assistant may be employed part-time. Subject to this paragraph, paragraphs 3.18.5, 3.18.6, '3.18.7, 3.18.8 and 3.18.11 apply to the part-time employment of replacement teacher or school assistants.
- 3.18.12.3 Before the employer engages a replacement teacher or school assistant under section 3.18, the employer shall inform that person in writing of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 3.18.12.4 Before the employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under section 3.18, the employer shall, inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- 3.18.12.5 Unbroken service as a replacement teacher or school assistant shall be treated as continuous service for the purposes of paragraph 3.18.1.1.
- 3.18.12.6 Nothing in section 3.1.8 shall be construed as requiring the employer to engage a replacement teacher or school assistant.

3.19 REMOVAL LEAVE

An employee shall be entitled to one day's removal. leave per annum for bona fide removal to a new place of residence. This entitlement is not cumulative.

3.20 SICK LEAVE

- 3.20.1 When an employee other than a part-time employee is unable because of personal ill health or accident to perform his or her duties, the employee shall be entitled to be absent from work on full pay on the following basis.

Employees shall be entitled to retain all days of sick leave accumulated prior to the inception of this Agreement.

For each school year of service:- 15 days, credited at the commencement of each year of service.

Sick leave under section 3.20 shall be cumulative from year to year.

- 3.20.2 Provided that:

- 3.20.2.1 The employee produces a medical certificate or other evidence satisfactory to the Principal for any absence of more than two consecutive days;
- 3.20.2.2 if so required by the Principal, the employee provides a medical certificate or other evidence satisfactory to the Principal for any absence continuous with a holiday to which the employee is entitled and which would not otherwise require the production of a certificate.
- 3.20.3 When a part-time employee (other than one paid at an hourly rate pursuant to Section 4.1.6.2 or Section 4.2.3.2) is unable because of personal ill-health or accident to perform his or her duties, the employee shall be entitled to be absent from school, in the same proportion to the number of days sick leave to which a full-time employee would be entitled and to receive payment of the amount which would otherwise have been payable to that employee.

Such leave under section 3.20 shall be cumulative from year to year.

- 3.20.4 When an employee claims sick leave whilst on long service leave, the employer may require that the employee be examined by a medical practitioner of the employer's choice, provided the practitioner is reasonably accessible to the employee.
- 3.20.5 Where an employee, unable to perform his or her duties because of personal ill health or accident, has no further sick leave entitlements, s/he may apply to the Board for an extension of paid sick leave on compassionate grounds.
- 3.20.6 On termination of employment, an employee is not entitled to take cash value or other compensation for unused sick leave.

3.21 REPLACEMENT TEACHERS AND SCHOOL ASSISTANTS

- 3.21.1 Replacement staff may be employed on either a full-time or part-time basis.
- 3.21.2 Replacement staff shall be paid the relevant rate (as specified in Sections 4.1.5 and 4.2.2) based on their qualifications and number of years experience as a teacher or school assistant and they shall be entitled to all entitlements under the Agreement including pro-rata benefits pursuant to Clauses 3.20 and 3.9.
- 3.21.3 Before a replacement teacher or school assistant is employed, the employer shall inform that person in writing of the temporary nature of the employment, the benefits which are applicable and the rights under this Agreement of any person who is being replaced.
- 3.21.4 The termination of employment of a replacement teacher or school assistant shall be by the expiry of the period of employment or in accordance with the provisions of Clause 5.2.

3.22 CHANGES TO THE ORGANISATION OR PERFORMANCE OF WORK

- 3.22.1 It has been agreed between the School and the School's teachers and school assistants that it is not appropriate for the Agreement to provide a process for consultation about matters involving changes to the organisation or performance of work. However, when introducing change, the following clauses shall apply:
- 3.22.2 Employer's duty to notify.

- 3.22.2.1 Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer will notify such teachers and school assistants as may be affected by the proposed changes and their union.
- 3.22.2.2 "Significant effects" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters here referred to an alteration shall be deemed not to have significant effect.

3.22.3 Employer's duty to discuss change

- 3.22.3.1 The employer shall discuss with the employees affected and their union, inter alia, the of the changes referred to in Section 3.22.2, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.
- 3.22.3.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in Section 3.22.2.
- 3.22.3.3 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

3.23 POSTING OF AGREEMENT

A copy of this Agreement shall be available to employer representatives and staff in the school's staff room.

3.24 PROFESSIONAL DEVELOPMENT

Teachers and school assistants declare their commitment to professional development as a means of ensuring they are better able to meet the changing needs of students; and the employer declares its commitment to supporting its staff in this process.

3.25 FAMILY LEAVE

3.25.1 Use of Sick Leave

- 3.25.1.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, any sick

leave entitlement which accrues after the commencement of this agreement for absences to provide care and support for such persons when they are ill.

3.25.1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

3.25.1.3 The entitlement to use sick leave in accordance with this sub-clause is subject to:

3.25.1.3.1 the employee being responsible for the care of the person concerned; and
3.25.1.3.2 the person concerned being either: 3.25.1.3.2.1 a member of the employee's immediate family; or 3.25.1.3.2.2 a member of the employee's household. 3.25.1.3.3 the term "immediate family" includes: 3.25.1.3.3.1 a spouse (including a former spouse, and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

3.25.1.3.3.2 a child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent grandparent, grandchild or sibling of the employee or spouse of the employee.

3.25.1.4 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

3.25.2 Unpaid Leave for Family Purpose

3.25.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

3.25.3 Annual leave

3.25.3.1 Notwithstanding the provisions of this clause, a school assistant employed pursuant to section 3.9.2.1 of this Agreement) may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

3.25.3.2 Access to annual leave, as prescribed in paragraph 3.25.3.1, shall be exclusive of any shutdown period provided for elsewhere in this Agreement.

3.25.4 Make-up time

A school assistant may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during the regular hours of work and works those hours at a time or times agreed with the employer.

3.25.4 Grievance Process

In the event of any dispute arising in connection with any part of this clause, such a dispute

shall be processed in accordance with the dispute settling provisions of this Agreement.

3.26 PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the employer for the performance of duties, such clothing shall be either provided by the employer or cleaning costs incurred by the employee shall be reimbursed.

3.27 STAFF APPRAISAL

"The employer and employees declare their commitment, within the period of this Agreement, to developing modes of staff appraisal conforming to the school's ethos, values and objectives."

3.28 RIGHT OF ACCESS

Duly authorised representatives of the Independent Education Union of Australia (IEUA), having contacted the school Principal, will be offered a mutually convenient time and place to talk with members of staff.

Such occasions shall not interfere with the general running of the school.

CLAUSE 4 TERMS OF EMPLOYMENT - FURTHER PROVISIONS

4.1.1 TEACHER JOB DESCRIPTION

The employer may direct a teacher to perform such duties as are within the limits of the teacher's skill, competence, aptitude and/or training.

A teacher at Leongatha Christian School is expected to carry out his or her duties as part of a team of professional educators and their assistants to provide chiefly educational services. In general the teacher is directly responsible for the effectiveness of the educational program in the classroom. Teachers are appointed by the Board and accountable to the Principal and Board. Co-ordinators have delegated responsibility in some areas.

4.1.2 LEADING TEACHER (CLASSROOM) LEVEL 1

4.1.2.1 A teacher who has been on Level 12 for a period of one year is eligible to be considered for promotion to the position of Leading Teacher (Classroom) Level 1. Teachers may make application to the Principal for promotion as detailed in section 4.1.2.3. Promotion will be subject to selection criteria as detailed in section 4.1.2.2.

4.1.2.2 Selection Criteria

Teachers promoted to this level are skilled classroom practitioners, who have made a major contribution to the development and implementation of Christian curriculum, who have been on Level 12 for or at least one year and who satisfy at least five of the following criteria:

- 4.1.2.2.1 At least one year's successful participation in a course of post-graduate study (beyond that required for primary and secondary registration) which is related to education.
- 4.1.2.2.2 An ongoing commitment to and participation in professional development activities which generate an awareness of current trends and developments in education and enhance students' learning.

- 4.1.2.2.3 A demonstrated contribution to the organisation and development of curriculum.
- 4.1.2.2.4 A demonstrated contribution to the organisation and development of extra-curricular activities.
- 4.1.2.2.5 At least one year's involvement in and contribution to a school policy committee.
- 4.1.2.2.6 At least one year's experience in a professional work environment outside education or as a professional, subject, or school representative of an outside educational body.
- 4.1.2.2.7 A demonstrated willingness and ability to assist other teachers in their professional development.
- 4.1.2.2.8 The supervision, instruction and counselling of student teachers.
- 4.1.2.2.9 Responsibility for the implementation at the school level of an innovative program of recognised educational value.

4.1.2.3 Application process

- 4.1.2.3.1 Applications for promotion to Leading Teacher (Classroom) Level 1 will be made to the Principal.
- 4.1.2.3.2 Not more than one application shall be made per annum.
- 4.1.2.3.3 Applications will provide detailed evidence relating to the achievement of the relevant criteria.
- 4.1.2.3.4 Where an application for promotion is rejected a statement shall be given to the applicant advising how the criteria have not been met.
- 4.1.2.3.5 Appointments will be considered by the School Board on recommendation by the Principal.

4.1.2.4 Duties

The Leading Teacher (Classroom) Level 1 will provide educational leadership within the school by undertaking duties determined at school level.

4.1.3 LEADING TEACHER (CLASSROOM) LEVEL 2

- 4.1.3.1 Teachers may be appointed to the position of Leading Teacher (Classroom) Level 2.
- 4.1.3.2 Teachers who are classified Leading Teacher (Classroom) Level 1 shall be eligible to apply for Leading Teacher (Classroom) Level 2.
- 4.1.3.3 Role Statement

Teachers appointed to Leading Teacher (Classroom) positions will have responsibility for developing and implementing outstanding teaching practice and educational leadership. The

general duties provide an extension to the main teaching role and may include the following:

- 4.1.3.3.1 Taking a leading role in reviewing and developing the application of Christian principles to the school's curricular, extracurricular and pastoral care programs.
- 4.1.3.3.2 Taking a leading role in developing programs and promoting strategies of classroom organisation which foster successful learning outcomes for all students;
- 4.1.3.3.3 Accepting responsibility for providing educational leadership in one or more classroom related areas;
- 4.1.3.3.4 Accepting responsibility for support and professional assistance to other teachers;
- 4.1.3.3.5 Accepting responsibility for developing curriculum initiatives in response to current educational policy ideas;
- 4.1.3.3.6 Taking a leading role in educational decision making and planning processes;
- 4.1.3.3.7 Accepting responsibility for developing/ implementing school policies;
- 4.1.3.3.8 Undertaking student and/or beginning teacher supervision and/or coordination of teachers, supervisors;
- 4.1.3.3.9 Undertaking leadership responsibilities related to the pastoral care of students;
- 4.1.3.3.10 Accepting responsibility for the professional supervision of classroom teachers and implementation of educational programs.

4.1.3.4 Selection Criteria

Teachers must demonstrate that they satisfy the following criteria and related skills.

4.1.3.4.1 Criterion A

Demonstrate skills in excellent classroom teaching practice which foster improved learning outcomes for all students.

Related Skills and Knowledge

Applicants must be able to demonstrate the following in a leadership capacity:

- 4.1.3.4.1.1 Ability to evaluate options in education according to a Christian philosophical framework;
- 4.1.3.4.1.2 Skills in using a range of appropriate innovative teaching and learning strategies;
- 4.1.3.4.1.3 Ability to organise teaching/ learning activities which enable all students to experience success;
- 4.1.3.4.1.4 Consistent use of a range of student management strategies which foster self-discipline and assist students to take increasing control of their own

learning;

4.1.3.4.1.5 Ability to evaluate and implement assessment and reporting practices which improve the way student learning is monitored and reported.

4.1.3.4.2 Criterion B

Ability to develop constructive relationship with students which engender positive attitudes to learning, and effective communication skills when collaborating with parents and other teachers.

Related Skills and Knowledge

Applicants must be able to demonstrate the following in a leadership capacity:

4.1.3.4.2.1 the development of policy and programs which lead to improvement in students' attitudes to learning;

4.1.3.4.2.2 collaboration with other staff, students and parents to improve the learning environment of the school.

4.1.3.4.3 Criterion C

Ability to successfully implement and evaluate curriculum initiatives in line with key educational policy and ideas.

Related Skills

Applicants must be able to demonstrate the following in a leadership capacity:

4.1.3.4.3.1 Evaluation of curriculum and policies against a Christian critique;

4.1.3.4.3.2 Developing curriculum in one or more classroom related areas with reference to a framework of state and national curriculum developments;

4.1.3.4.3.3 Developing school policy consistent with key educational policies;

4.1.3.4.3.4 Contributing to and promoting school improvement by identifying issues and promoting strategies for change.

4.1.3.4.4 Criterion D

Ability to contribute with other members of the school community to the identification of classroom and professional development needs, and to the development and implementation of programs to respond to these needs.

Related Skills

Applicants must be able to demonstrate the following in a leadership capacity:

4.1.3.4.4.1 Developing effective team approaches to testing and evaluating new ideas and teaching strategies that produce improvement in teaching and learning;

4.1.3.4.4.2 Facilitating the development of the school's professional development

program.

4.1.3.4.5 Criterion E

The ability to support and implement the school's educational aims and objectives.

Related Skills

An active and on-going support for, and involvement in, policy and programs that:

4.1.3.4.5.1 Promote personal development and encourage all students to achieve their highest potential in intellectual, physical and cultural activities;

4.1.3.4.5.2 Encourage each student to contribute to school life and to develop a sense of responsibility in relation to others.

4.1.3.5 Application Process

4.1.3.5.1 Applications for promotion to Leading Teacher (Classroom) Level 2 will be made to the Principal who will make a recommendation to the Board.

4.1.3.5.2 An eligible teacher may apply for the Leading Teacher (Classroom) Level 2 positions which have been identified by the Principal. The duties of these positions shall be consistent with the role statement and selection criteria specified in sections 4.1.3.3 and 4.1.3.4.

However, an eligible teacher may make a submission to the Principal that he or she is a skilled classroom practitioner who meets the selection criteria specified in section 4.1.3.4. Such a submission shall identify the role and the duties to be performed. The Principal shall determine whether the role and duties identified meet the needs of the school.

4.1.3.5.3 Not more than one application shall be made per annum.

4.1.3.5.4 Applications will provide detailed evidence relating to the achievement of the criteria in section 4.1.3.4.

4.1.3.5.5 All applicants will have the right to an interview or to provide written references or other supporting evidence if they so desire.

4.1.3.5.6 Appointment shall be at the discretion of the Board on receipt of the Principal's recommendation

4.1.3.5.7 Where an application for promotion is rejected a statement shall be given to the applicant advising how the criteria have not been met.

4.1.3.6 Duties

4.1.3.6.1 The Leading Teacher (Classroom) Level 2 is a skilled classroom practitioner who undertakes duties additional to his or her specific teaching responsibilities and spends the majority of his or her time in the classroom.

4.1.3.6.2 A Leading Teacher (Classroom) Level 2 is normally required to teach at least 0.8 of a full-time load, or in the case of a part-time teacher, the relevant pro

rata load.

- 4.1.3.6.3 Teachers who are Leading Teachers (Classroom) Level 2 but who, for less than one school year, because of an increase in Leading Teacher (Classroom) responsibilities are not teaching 0.8 of a full-time load (or if part-time, 0.8 of the pro rata load) shall receive no less than the equivalent of a Leading Teacher (Classroom) Level 2 salary.
- 4.1.3.6.4 The duties to be performed shall be determined by the Principal having regard to the selection criteria and role statement.
- 4.1.3.7 Tenure
 - 4.1.3.7.1 The tenure for Leading Teacher (Classroom) Level 2 shall be 3 years or 5 years.
 - 4.1.3.7.2 Nothing in this clause shall limit those teachers classified as Leading Teacher (Classroom) Level 2 from applying for or accepting alternative positions during this period of tenure.

4.1.3.8 Performance Appraisal

At the time of appointment an agreed process of performance appraisal shall be put in place. This process shall assess the performance of the Leading Teacher (Classroom) Level 2 against the selection criteria and the duties required to be performed.

4.1.4 LEADING TEACHER (ADMINISTRATION)

4.1.4.1 Expectations

A Leading Teacher (Administration) will provide administrative leadership within the school. Such teachers must be able to demonstrate awareness of Christian principles relevant to administration and the management of people. They must be able to demonstrate skill in administrative tasks in a leadership capacity.

4.1.4.2 Responsibility Allowances

- 4.1.4.2.1 A responsibility allowance is an allowance which is a loading additional to a teacher's basic salary.
- 4.1.4.2.2 A responsibility allowance shall be paid to a teacher for the performance of administrative and/or pastoral care duties which are additional to those usually required of teachers by the school.
- 4.1.4.2.3 A responsibility allowance shall be linked to a position of responsibility rather than tied to an individual teacher.
- 4.1.4.2.4 A responsibility allowance may be accessed by a teacher at any level on the incremental scale.
- 4.1.4.2.5 The Principal shall determine who shall be eligible for a responsibility allowance and shall advise (in writing) each teacher who receives an allowance of the position, its tenure, the duties required and the allowance to be paid. The teacher shall also be advised of the level to which the position equates in

accordance with section 4.1.4.3.

4.1.4.3 Basis of Calculation

4.1.4.3.1 Responsibility allowances shall be determined by student numbers and the level of responsibility undertaken, as follows:

4.1.4.3.1.1 School Size

Category A: more than 600 students
Category B: between 300-600 students
Category C: between 101-299 students

4.1.4.3.1.2 Level of responsibility

The level of additional responsibility can be categorised as academic, administrative, pastoral, or a combination thereof as follows:

Level 1: positions of significant responsibility, such as responsibility for the management of a major department or a pastoral care position of equivalent status.

Level 2 and 3: the school will apply these allowances to positions of responsibility appropriate to its structure.

The assignment of a position to a particular level of responsibility shall reflect the graduation of responsibilities exercised in the school, whether as academic, administrative or pastoral with Level 1 being the most significant level of responsibility.

Positions of responsibility shall be available in both primary and secondary schools.

4.1.4.3.2 Allowances

Allowances shall be based on a percentage factor of 100 for Category A, Level 1 and shall be adjusted from time to time to reflect National Wage Case increases in accordance with the Principles.

4.1.4.3.3 Where the position of responsibility is shared, then payment may also be shared.

4.1.4.4 Teachers who hold a position of responsibility may also be classified as Grade 2 Leading Teacher (Classroom) If so classified, teachers who perform a Level 1 or Level 2 responsibility shall not be paid the Leading Teacher (Classroom) wage. Teachers in these categories shall receive the Level 12 wage as set out in section 4. 1. 5. 1 and the appropriate responsibility allowance.

Where a Leading Teacher (Classroom) performs a Level 3 responsibility the appropriate allowance shall be paid in addition to the Leading Teacher (Classroom) wage.

4.1.5 WAGES

4.1.5.1 The following wages will be paid to full-time teachers for each week in which they are employed, subject to paragraph 4.1.5.4. 1995 Award figures do not include holiday leave loading; 1996 figures under this Agreement do.

Level	\$/year from 1.6.95	\$/week from 1.6.95	\$/year from 29.1.96	\$/week from 29.1.96
1	26,486	507.60	27741.50	531.66
2	27,425	525.60	28229.38	541.00
3	28,219	540.80	29038.17	556.50
4	29,643	568.10	30491.63	584.35
5	30,749	589.30	31621.08	606.00
6	31,861	610.60	32716.86	627.00
7	33,337	638.90	34258.78	656.55
8	34,814	667.20	35766.78	685.45
9	36,291	695.50	37272.17	714.30
10	37,767	723.80	38777.57	743.15
11	38,962	746.70	39998.58	766.55
12	39,782	762.40	40833.46	782.55
LTC1	40,810	782.10	41882.28	802.65
LTC2	43,372	831.20	43955.79	842.39

4.1.5.2 Part-time hourly rates

4.1.5.2.1 Registered Teacher with a 4-year training course: \$32.20 per hour (\$33.03 from 29.1.96)

4.1.5.2.2 Registered Teacher with a 3-year training course: \$29.70 per hour (\$30.46 from 29.1.96)

4.1.5.3 Emergency teacher rates

Per Day \$139.20 (\$148.30 from 29.1.96)

Per Half Day \$69.60 (\$74.15 from 29.1.96)

4.1.5.4 Leading Teacher (Administration)

Category	A	B	C
Level 1	\$2563	\$2307	\$2050
Percentage	100	90	80
Level 2	\$1794	\$1538	\$1282
Percentage	70	60	so
Level 3	\$897	\$769	\$513
Percentage	35	30	20

4.1.5.5 Registered Teachers

4.1.5.5.1 Four year trained

A registered teacher with a 4-year approved training course beyond secondary school and including teacher training shall commence at Level 3 and, subject to paragraph 4.1.5.6, progress up the scale to Level 12 in annual increments.

4.1.5.5.2 Less than four year trained

A registered teacher with an approved training course of less than 4 years beyond secondary

school and including teacher training shall commence at Level 1 and, subject to section 4.1.5.6, progress up the scale to Level 10 in annual increments.

Such a teacher will be required to remain at Level 10 for two years before advancing to Level 11 and at Level 11 for two years before advancing to Level 12.

4.1.5.6 Advancement

Advancement to the next level shall take place on the anniversary of a teacher's first teaching appointment, or in the case of a non-continuous service, after the completion of the equivalent of a school year.

A teacher employed for 50 per cent, or less, of a full teaching load will be required to complete 24 months' service before advancement.

4.1.6 PART-TIME TEACHERS

4.1.6.1 Pro-rata payment

4.1.6.1.1 A part-time teacher who teaches six hours or more per week shall be paid pro-rata of the rate that the teacher would be entitled to receive as a full-time teacher.

The pro-rata weekly salary shall be assessed according to the following formula:

Hours of face to face teaching X Weekly salary / Hours of full-time teacher's face to face teaching

NOTES:

4.1.6.1.2 The hours of full-time face to face teaching shall be determined within the school, save that the maximum for the purpose of this formula is deemed to be 18 hours secondary and 23 hours primary.

4.1.6.1.3 A part-time teacher may be expected to undertake a proportionate number of other duties normally expected of full-time teachers.

4.1.6.1.4 The duties and number of hours required (including face to face teaching) to be undertaken by a part-time teacher shall be set out in writing by the employer upon the engagement of the teacher and at the beginning of each school year or at any other time when a variation occurs.

4.1.6.2 Hourly payment

4.1.6.2.1 A part-time teacher who is employed for less than six hours per week may be paid as above or at an hourly rate for the weeks actually taught.

4.1.6.2.2 The duties and number of hours required (including face to face teaching) to be undertaken by a part-time teacher shall be set out in writing by the employer upon the engagement of the teacher and at the beginning of each school year or at any other time when a variation occurs.

4.1.6.2.3 In calculating the hourly rates payable to part-time teachers, holiday pay is to be taken into account.

- 4.1.6.2.4 Part-time teachers employed on hourly rates are not entitled to additional holiday pay or holiday loading allowance, or parental leave nor to be paid sick leave.

4.1.7 EMERGENCY TEACHERS

Emergency teachers may be required to undertake the full teaching responsibilities and extra curricular duties of the teacher who is being replaced, provided that emergency teachers may not be employed in such a capacity for more than 15 consecutive school days. Emergency teachers are not entitled to annual leave or sick leave.

4.2 PART 2 SCHOOL ASSISTANTS

4.2.1 CLASSIFICATION AND DUTIES

4.2.1.1 The employer may direct a school assistant to perform such duties as are within the limits of the assistant's skill, competence, aptitude and/or training.

4.2.1.2 All school assistants share with all other employees in the responsibility of providing a Biblical style of pastoral care and support to students, fellow staff members, members of the school community and members of the public as and when it seems appropriate.

4.2.1.3 Positions for ancillary staff employed in libraries, laboratories and on audio-visual duties, and as teacher aides shall be classified in accordance with the following criteria.

With the exception of Grade 1A, gradings shall be given on the basis of a comparison of the work performed in the position with the duties which are specified as 'typical', at each of the grades. A position need not involve all the duties listed as "typical" of the grade nor are the typical duties the only ones which may be required.

4.2.1.4 Grade 1 - Positions for which qualifications are not required

Designations

- audio visual assistant
- integration aide
- laboratory assistant
- library assistant
- teacher aide

Characteristics - It is characteristic of this classification that the school assistant may be required to perform any combination of a wide range of routine functions under reasonably direct oversight but may, after gaining experience, exercise some degree of autonomy and exercise discretion.

Typical Duties - The duties of positions at this level may include some or all of the following:

4.2.1.5 Audio-Visual Assistant:

Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio and video recording.

4.2.1.6 Integration Aide

Because the duties of an integration aide vary so much according to the student's disabilities, the duties of any aide will be outlined in a letter of appointment. An appropriate grading, usually but not always Grade 1, will be determined at the same time.

4.2.1.7 Laboratory Assistant:

Routine tasks including:

Simple maintenance of equipment and materials

Care of fauna and flora

Setting up less complex experiments such as are typically conducted at years 7-10 general science

Preparation of teaching aids under direction

Preparation of standard solutions

4.2.1.8 Library Assistant:

Provision of general assistance of a supportive nature for professional and para-professional library staff including:

Processing books (marking, covering, repairing and shelving)

Sorting catalogue cards

Accessioning

Recording library statistics

Participation in stocktaking

Assisting in preparing display and graphic material

Assisting with circulation systems

Following up overdue loans

General typing and photocopying

4.2.1.9 Teacher-aide:

Provision of general assistance of a supportive nature for teaching staff as directed including:

Assist with the collection, preparation and distribution of teaching aids;

Maintain records of books and materials distributed;

Assist with clerical duties associated with normal classroom activities eg. pupil records, collections, etc;

Collect and distribute stock and equipment;

Assist teachers with care of children on school excursions, sports days, and other out of classroom activities.

4.2.1.10 Grade 1A - Positions, the occupants of which are required by the employer to undertake a relevant post-secondary course of study.

Designations

- library technician-in-training
- laboratory technician-in-training
- audio-visual technician-in-training

4.2.1.11 Grade 2 - Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification, but could also be gained from on

the job relevant experience considered equivalent by the employer.

Designations

- audio-visual technician
- laboratory technician
- library technician

Characteristics - it is characteristic of this classification that the school assistant may be required to perform any combination of a wide range of functions under direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise of discretion.

Typical Duties - In addition to some or all Grade 1 or Grade 1A duties, the duties of positions at this level may include some or-all of the following:

4.2.1.12 Audio-Visual Technician:

Performing responsible tasks associated with the efficient operation of an audio-visual section including such tasks as:

- Operating and maintaining a wide range of equipment
- Demonstrating and explaining the operation of equipment
- Providing general technical support for teaching staff
- Reproducing materials by means of sound and photographic equipment, etc
- Evaluating and making recommendations for purchase

4.2.1.13 Laboratory Technician:

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- Manufacturing and servicing equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the Head of Department for the security of bacterial, viral or other like substances
- Ordering supplies and materials

4.2.1.14 Library Technician:

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

- Assisting teachers and students to use the catalogue and/or locate books and resource material
- Explaining the function and use of the library and library equipment to students
- Under direction, assist teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material
- Simple copy cataloguing
- Filing catalogue cards
- Organising inter-library loans
- Answering ready-reference enquires
- Supervising dispatch and recovery of damaged books to/from commercial binders

- 4.2.1.15 Grade 3 - Positions, the duties of which require, in addition to the knowledge and skills required at Grade 2 level, additional experience or knowledge such as would normally be gained from the completion of an additional year of post-secondary qualification but could also be gained from on the job relevant experience considered equivalent by the employer.

Designations

- senior audio-visual technician
- audio-visual co-ordinator
- senior laboratory technician laboratory manager senior library technician librarian

Characteristics - It is an essential characteristic of a school assistant at this classification level that such employee is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of a school assistant classified as a school assistant Grade 1, 1A or 2.

Typical Duties - In addition to some duties specified for lower level positions, the duties of positions at this level may include some or all of the following:

4.2.1.16 Senior A/V Technician/Laboratory Manager:

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

Production of resource material, eg. multi media kits, video and film clips
Teaching skills to teachers and individual students
maintaining security of equipment and materials
Budgeting
Liaison with heads of department on curriculum
Organising resources material
Developing borrowing strategies
Supervising staff

4.2.1.17 Senior Laboratory Technician/Laboratory Manager:

Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:

Provision of technical assistance and advice as requested
Assist in the planning and organisation of laboratories and field work
Supervision of staff
Testing of experiments
Demonstrating experiments (with teaching staff)
Responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

4.2.1.18 Senior Library Technician/Librarian:

Performing responsible tasks associated with the efficient operation of a library such as:

Preparing descriptive cataloguing for library materials
 Supervising the operation of circulation systems
 Answering reference and information inquiries other than ready reference
 Assisting in evaluating and selecting equipment and supplies
 Providing guidance in the use of information systems
 Supervising staff
 Arranging in-service training of para-professional and unqualified staff where appropriate
 In-charge of an identifiable functional unit (eg. audio-visual)
 Selection and ordering of periodicals
 Liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

4.2.1.19 Grade 4 - Characteristics and duties as for Grade 3, but must be directly supervising at least 2 full-time staff or at least 3 staff if any are part-time.

4.2.2 WAGES

4.2.2.1 Wage Increase

The table below shows adult rates operative from 29.1.1996. They include holiday leave loading.

GRADE	YEAR OF EXPERIENCE	IN RECEIPT OF 4 WEEKS ANNUAL LEAVE		IN RECEIPT OF PAID SCHOOL HOLIDAYS	
		ANNUAL \$ RATE	WEEKLY \$ RATE	ANNUAL \$ RATE	WEEKLY \$ RATE
1	1	20882.14	400.19	19316.34	370.19
	2	21485.15	411.75	19872.73	380.85
	3	22098.29	423.50	20439.26	391.71
	4	22674.95	434.55	20971.36	401.90
	5	23294.18	446.42	21542.92	412.86
1A	1	23960.02	459.18	22158.09	424.65
	2	24499.18	469.51	22655.69	434.18
2	1	24499.18	469.51	22655.70	434.18
	2	25102.19	481.07	23212.09	444.85
	3	25705.20	492.63	23768.47	455.51
	4	26308.21	504.18	24324.86	466.17
	5	26911.21	515.74	24882.27	476.85
	6	27514.22	527.29	25438.66	487.52
3	1	27514.22	527.29	25438.66	487.52
	2	28237.83	541.16	26106.53	500.32
	3	28968.54	555.17	26780.48	513.23
	4	29698.23	569.15	27454.43	526.15
	5	30421.84	583.02	28122.30	538.94
	6	31146.46	596.90	28791.18	551.77
4	1	29698.23	569.15	27454.43	526.15
	2	30421.84	583.02	28122.30	538.94
	3	31146.46	596.90	28791.18	551.77
	4	31876.15	610.89	29465.13	564.68
	5	32600.78	624.77	30134.02	577.50
	6	33325.40	638.66	30802.90	590.32

4.2.2.2 Junior Rates

Juniors receive a percentage of the adult rate as follows.

	%
Under 17	50
At 17	60
At 18	70
At 19	80
At 20	90

4.2.2.3 Casual school assistants

4.2.2.3.1 A casual school assistant shall be paid an hourly rate calculated as follows:
{Weekly rate in Section 4.2.2.2 for 1st year of adult experience for the appropriate grade} x 1.25/38.

4.2.2.3.2 The 25% loading incorporated in the rate is in lieu of any entitlement under this Agreement to annual leave, sick leave, compassionate leave, maternity leave or parental leave.

4.2.2.4 Higher duties

The employer may direct that a school assistant perform temporary duties applicable to a classification higher than that of such school assistant. Where a school assistant performs such duties for more than one week, and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, that the school assistant shall be paid a salary at the rate applicable to the higher classification for the whole period during which those duties are performed.

4.2.2.5 Advancement

Advancement to the next increment within the appropriate grade shall take place on the anniversary of a school assistant's first appointment or, in the case of non-continuous service, after the completion of the equivalent of a school year. A school assistant employed for 50 per cent or less of full time working hours will be required to complete 24 months, service before advancement.

Service for the purposes of this clause shall include all service in any other school at the grade to which the school assistant is appointed.

4.2.3 PART-TIME SCHOOL ASSISTANT

Pro-rata payment

A part-time school assistant shall be paid pro-rata of the rate that the school assistant would be entitled to receive if employed as a full-time school assistant.

The pro-rata weekly salary shall be assessed according to the following formula:

$$\frac{\text{Total hours employed per week}}{38} \times \text{appropriate full-time weekly salary}$$

4.2.4 HOURS OF WORK

4.2.4.1 Hours per week

The hours of work of full-time school assistants shall be 38 in any one week, or an average thereof per fortnight or month.

4.2.4.2 Annual Statement of Hours and Duties

The duties and number of hours required to be undertaken by a part-time school assistant shall be set out in writing by the employer upon the engagement of the assistant and at the beginning of each school year or at any other time when a variation occurs.

The pro-rata weekly salary shall be assessed according to the following formula:

$$\frac{\text{Total hours employed per week}}{38} \times \text{appropriate full-time weekly salary}$$

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The duties and number of hours required to be undertaken by a part-time school assistant shall be set out in writing by the employer upon the engagement of the assistant and at the beginning of each school year or at any other time when a variation occurs.

4.3 PART 3 JOBSKILLS TRAINEES

4.3.1 DEFINITION

A Jobskills trainee is an employee who is employed under the conditions applying in the Commonwealth Government Jobskills program guidelines.

4.3.2 TRAINING CONDITIONS

4.3.2.1 A Jobskills trainee shall attend approved on- and off-the-job training prescribed in the relevant training agreement, or as notified to the Jobskills trainee by the employer or agent.

4.3.2.2 Jobskills trainees will receive over a period of up to 26 weeks a mix of supervised work experience, structured training on-the-job, and off-the-job and the opportunity to develop and practise new skills in a work environment.

4.3.2.3 Jobskills trainees may only be engaged to undertake activities under the Jobskills program guidelines. The employer shall ensure that the Jobskills trainee is permitted to attend the prescribed off-the-job training and is provided with appropriate on-the-job training.

4.3.2.4 The employer shall provide an appropriate level of supervision in accordance with the approved training plan.

4.3.3 EMPLOYMENT CONDITIONS

4.3.3.1 Jobskills trainees shall be engaged in addition to existing staff levels. Positions normally held by permanent employees shall not be filled by Jobskills trainees.

4.3.3.2 Jobskills trainees shall be engaged for a period of up to 26 weeks as full-time employees subject to satisfactory performance.

4.3.3.3 Jobskills trainees are permitted to be absent from work to attend the off-the-job training in accordance with the training plan.

However, except for absences provided for under Sections 3.10, 3.9.2.1, 3.12 and 3.20 of this Agreement, failure to attend for work or training without an acceptable cause will result in loss of pay for the period of absence.

4.3.3.4 Duly authorised representatives of the Independent Education Union, having contacted the school Principal, will be offered a mutually convenient time and place to talk with Jobskills trainees.

4.3.3.5 Where any of the other terms of the Agreement are inconsistent with the terms of Section 4.5, the latter shall prevail over the former to the extent of such inconsistency.

4.3.4 WAGES

The weekly wages payable to Jobskills trainees shall be \$300. It is the rate for all purposes of the Agreement and takes account of the range and extent of training provided.

4.3.5 NO PRECEDENT

Section 4.3 of the Agreement represents a compromise on the part of all parties and will not be used as a precedent in proceedings before industrial tribunals.

4.3.6 RESERVATION

The parties reserve the right to seek variation or revocation of Section 4.3 of this Agreement if circumstances develop in the operation of the Jobskills program which adversely affect their interests to the extent that variation or revocation is warranted.

5.1 REDUNDANCY

5.1.1 Discussions before Terminations

Where the employer has made a definite decision that the employer 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 employer shall hold discussions with the employees directly affected and with their Union.

5.1.1.2 The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph 5.1.1.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

5.1.1.3 For the purposes of the discussion the employer shall, as soon as practicable, provide

in writing to the employees concerned, and their Union if any, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

5.1.2 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph 5.1.1.1 the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

5.1.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in section 5.2.4, and subject to further agreement of the Board, an employee whose employment is terminated for reasons set out in paragraph 5.1.1.1 shall be entitled to the following amount of severance pay in respect of a period of continuous service:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

For the purposes of section 5.1, continuity of service shall be calculated to include all service for which paid leave was applicable but shall not include any period of unpaid leave except at the discretion of the employer.

"Week's pay" means the ordinary time rate of pay for the employee concerned.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's previously declared retirement date.

5.1.4 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in paragraph 5.1.1.1 may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

5.1.5 Alternative Employment

The employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer

obtains acceptable alternative employment for an employee.

5.1.6 Time Off During Notice Period

5.1.6.1 During the period of notice of termination given by the employer an employee shall 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.

5.1.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

5.1.7 Notice to Commonwealth Employment Service

where a decision has been made to terminate an employee in the circumstances outlined in paragraph 5.1.1.1, as soon as possible, the employer shall notify the Commonwealth Employment Service (in the case of a school assistant) or its Executive Service (in the case of a teacher), giving relevant information including the number of categories of employee likely to be affected and the period over which the terminations are intended to be carried out.

5.1.8 Superannuation Benefits

Where an employee who is terminated receives a benefit from a superannuation scheme, other than Award Superannuation, he or she shall only receive under section 5.1.3 the difference between severance pay specified in that section and the amount of the superannuation benefit he or she receives which is attributable to employer contributions only.

If this superannuation benefit is greater than the amount due under section 5.1.3 then he or she shall receive no payment under that section.

5.1.9 Transmission of Business

5.1.9.1 Where a business is on, before or after the date of this Agreement, transmitted from the employer (in this section called "the transmittor") to another employer (in this section called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

5.1.9.1.1 The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

5.1.9.1.2 The period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

5.1.9.2 In this section "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

5.1.10 Employees with Less than One Year's Continuous Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

5.1.11 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, or by due process or to employees engaged as replacement employees or who prior to employment were advised in writing that the position sought would become redundant on completion of a specified task of a fixed duration of one year or less.

5.1.12 Employer Exempted

In a particular redundancy case, this clause shall not apply if the employer employs less than 15 employees.

5.1.13 Incapacity to Pay

The employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

5.2 TERMINATION OF EMPLOYMENT

5.2.1 Mode of Dismissal

Except in the case of redundancy, the employment of an employee in a school can be terminated summarily or by due process.

5.2.1.1 Summary dismissal relates to those circumstances where the behaviour of the employee is such that termination without notice is warranted.

5.2.1.2 Due-process relates to those circumstances where the employee is deemed to be incompetent or unsuitable.

5.2.2 Summary Dismissal

5.2.3 Due Process

The services of an employee may be terminated without notice when that employee is guilty of serious neglect of duty, wilful misconduct or serious misrepresentation.

5.2.3.1 Due process must contain adequate notification on the grounds for dissatisfaction, the elements of counselling, assisting the employee, setting periods for the review process and appropriate documentation.

As part of the review process the employee shall have the right to be accompanied by

the employee's nominee.

5.2.3.2 If, following due process, the decision of the employing authority is to terminate the employment of an employee, due notice shall be given in accordance with section 5.2.4.

5.2.4 Notice

5.2.4.1 If notice is given a TEACHER and:

5.2.4.1.1 The teacher has had five or more years continuous service in the school where currently employed, a full term's notice in writing, or full payment in lieu thereof shall be given;

5.2.4.1.2 The teacher does not meet the employment requirements referred to in paragraph 5.2.4.1.1 above, seven weeks, notice in writing, wholly within the one school term, shall be given by the school of intention to terminate a teacher's employment or full payment in lieu of notice.

5.2.4.2 If notice is given a SCHOOL ASSISTANT and:

5.2.4.2.11 The school assistant has more than one year's continuous service in the school, five weeks' notice in writing, or full payment in lieu shall be given. Where a school assistant is entitled to school holidays, such notice shall be given wholly within the one school term.

5.2.4.2.2 The school assistant has not more than one year's continuous service in the school, four weeks' notice in writing shall be given by the school of intention to terminate the assistant's employment or full payment in lieu of notice.

5.2.4.5 When Notice is Given by the Employee

5.2.4.5.1 If notice is given by a TEACHER, a minimum of seven weeks, notice in writing shall be given, such notice to be given wholly within the one school term.

5.2.4.5.2 If notice is given by a SCHOOL ASSISTANT, a minimum of four weeks, notice in writing shall be given.

5.2.4.6 Subject to financial obligations imposed on the employer by any Act, if an employee fails to give the full amount of notice the employer shall have the right to withhold monies and benefits due to the employee with a maximum value equal to the ordinary time rate of pay and benefits for the period of notice not given.

5.2.4.7 Payment in lieu of the notice prescribed in Section 5.2.4.1, 5.2.4.2 or 5.2.4.5 shall be made if the appropriate notice period is not given.

5.2.4.8 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.

5.2.4.9 The period of notice in this clause shall not apply in the case of summary dismissal or in the case of replacement teachers or school assistants, emergency teachers or, in the case of a teacher or school assistant employed for a specified task for a fixed duration

of one year or less when the employer has informed the employee in writing prior to employment that at the end of the duration of the contract the employer does not want the job to be done by anyone.

6.1 INTRODUCTION

6.1.1 Christians are called to love one another and to live at peace with all men and women. We are called to "be diligent to preserve the unity of the Spirit in the bond of peace" (Ephesians 4:3). Nevertheless, from time to time differences or disputes do occur and we need to develop effective processes which will resolve such disputes and bring about reconciliation, keeping in mind that God's people are still plagued by their sinful natures.

6.1.2 In any grievance/dispute resolution strategy the following Biblical principles should be recognised and form the basis of the reconciliation process:

Christians should be reconciled to one another when disputes of any nature arise between them. (Matthew 5:23-24; 6:9-15; 18:15-22)

Christians should resolve their disputes in the context of Christian community.

(Matthew 18:15-22; 1 Corinthians 12:25-27; Ephesians 4:15-16; Philippians 2:1-5)

Christians are firmly directed against the resolution of disputes between themselves by recourse to secular courts. (Luke 12:57-59; 1 Corinthians 6:1-8)

Christians are to resolve disputes without consideration or calculation of revenge.

(Romans 12:17-21)

Reconciliation may involve repentance, restitution and forgiveness. (Luke 17:3-4; Romans 13:8)

6.1.3 In the light of the above, any mediation process should include the following basic elements:

When differences first occur reconciliation should first be sought through private and informal steps involving the parties concerned.

If this is unsuccessful, informal mediation may be appropriate, perhaps involving one other experienced and trusted person (a mediator).

When informal procedures have been unsuccessful, a formal mediation procedure must be begun. This should involve the appointment of a Mediator or Mediation Committee.

If the Mediator or Mediation Committee cannot lead the parties to a resolution, then an Arbitrator or Arbitration Panel should be appointed to determine and deliver a resolution to the dispute.

6.2 PROCEDURE

It is agreed between the parties that wherever possible informal means will be used to resolve any industrial disputes.

6.2.1 The dispute may be discussed informally between the employee/s and a representative of the Board. In cases where informal means are not successful in resolving a dispute, the parties shall meet and seek to resolve the dispute.

6.2.2 If the outcome is unsatisfactory either to the employee/s or to the Board, the dispute may be referred by either party to three arbitrators, one of whom shall be appointed by

the Board, one by the employee/s, and the other shall be appointed by mutual agreement between the Board and the employee/s.

- 6.2.3 Should any arbitrator be unable to continue the arbitration for any reason, the relevant party or parties to the dispute shall appoint a substitute arbitrator in the same way as is provided in paragraph 6.2.2 of this Clause.
- 6.2.4 The arbitrators shall make their award in writing within one month after having been called on to act by notice in writing from any party to the submission, or on or before any later day to which the arbitrators, by any writing signed by them, may enlarge the time for making their decision.
- 6.2.5 This Clause notwithstanding, wherever any point of dispute comes within the provisions of the Act, the employer and/or the employee retain the right to refer the matter to the Australian Industrial Relations Commission for determination.
- 6.2.6 This procedure will be reviewed when and if Christian Parent-Controlled Schools Ltd establishes a national or State mechanism to support member schools, internal processes.

CLAUSE 7 DATE AND PERIOD OF OPERATION

- 7.1 This agreement shall operate from the date of approval by the Australian Industrial Relations Commission and shall remain in force for one calendar year.
- 7.2 The employer and the employees agree to meet at least three (3) months prior to the expiry of the Agreement to review the terms and conditions of employment prescribed by this Agreement with the objective of either varying or extending the Agreement or entering into a further agreement. The review will consider all relevant factors, including any provisions of the award which may be more favourable to employees than the terms and conditions of this agreement.

It is declared by the undersigned that this Agreement has been negotiated by representatives of Leongatha Association for Parent Controlled Christian Education (ACN 005 426 308), a company limited by guarantee, trading as Leongatha Christian School and the elected representatives of staff at Leongatha Christian School to whom it is to apply, to be implemented as an Enterprise Flexibility Agreement under Division 3 of Part VIB of the Industrial Relations Act 1988 (C1th).