

**MENTONE GIRLS' GRAMMAR SCHOOL
COLLECTIVE AGREEMENT 2009 - 2012**

PART A - PRELIMINARY MATTERS

1 TITLE

This Agreement will be known as the Mentone Girls' Grammar School Collective Agreement 2009 - 2012 (the "Agreement").

2 ARRANGEMENT

This Agreement is arranged as follows.

Clause Title

Clause Number

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3 TYPE OF AGREEMENT

This Agreement is a Collective Agreement between the Employer and Employees made pursuant to Section 327 of the *Workplace Relations Act 1996 (Cth)*.

4 COVERAGE AND APPLICATION

4.1 This Agreement covers teachers and school assistants employed by the School.

- 4.2 Part A and Part B of this Agreement apply to all Employees covered by the Agreement. Parts C and D of this Agreement apply to Employees as specified.
- 4.3 This Agreement is binding upon the Council of Mentone Girls' Grammar School through the Principal (the Employer) in respect of all teachers and school assistants employed by the School, with the exception that the following persons are not covered by this Agreement – the Principal and Vice Principal, by whatever name called.

5 RELATIONSHIP TO AWARDS

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to any of the Employees covered by this Agreement.

6 DEFINITIONS

For the purposes of this Agreement:

- 6.1 "Act" means the *Workplace Relations Act 1996* (Cth.).
- 6.2 "Agreement" means the Mentone Girls' Grammar School Collective Agreement 2009 - 2012.
- 6.3 "Attendance Time" means all days of the School Year less the Non Attendance Time and the period of annual leave.
- 6.4 "Australian Fair Pay and Conditions Standard" means Part 7 (The Australian Fair Pay and Conditions Standard of the *Workplace Relations Act 1996* (Cth.))
- 6.5 "Award" means the *Victorian Independent Schools – Teachers – Award 1998* and the *Victorian Independent Schools – School Assistants – Award 1998*.
- 6.6 "Basic Periodic Rate of Pay" means the rate of pay from the relevant Australian Pay and Classification Scale for a period worked, as defined by Division 2 of Part 7 (The Australian Fair Pay and Conditions Standard) of the *Workplace Relations Act 1996* (Cth.).
- 6.7 "Casual Employee" means an Emergency Teacher or a Casual School Assistant.
- 6.8 "Commission" means the Australian Industrial Relations Commission.
- 6.9 "Consultation" is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision-maker during the decision-making process. Consultation allows the decision-making process to be informed, particularly as it may affect the employment prospects of individuals.
- 6.10 "Emergency Teacher" means a registered teacher who comes into the School to cover a sudden emergency in the absence of a regular teacher.
- 6.11 "Employee" means a Teacher and a School Assistant. Where a provision of the Agreement applies only to Teachers or only to School Assistants, the term Teacher or School Assistant will be used, respectively.

- 6.12 "Employer" in relation to the School means the Council or the Principal who has authority to act on behalf of the School.
- 6.13 "Face-to-Face Teaching Hours" means regular rostered academic and pastoral teaching sessions in a documented course of study approved by the School for which the Teacher has primary responsibility for educational delivery and includes sessions of direct student instruction required by the School. It does not include assemblies.
- 6.14 "Fixed Term Employee" means an Employee employed pursuant to clause 9 of this Agreement.
- 6.15 "Full Time Employee" means an Employee employed pursuant to clause 9 of this Agreement.
- 6.16 "Immediate Family" means
- spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the Employee; and
 - child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or the spouse of the Employee.
- 6.17 "Non Attendance Time" means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks' annual leave).
- 6.18 "Part Time Employee" means an Employee employed pursuant to clause 9 of this Agreement.
- 6.19 "Permission to Teach Teacher" means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the *Education and Training Reform Act 2006 (Vic.)* and the person
- i. holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or
 - ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or
 - iii. is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or
 - iv. has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (1 July 2007 *Permission to Teach Policy*)
- 6.20 "Principal" means the person holding the office of Principal or the person designated as "Acting" by the School Council or the person to whom the Principal has explicitly delegated authority.

- 6.21 “*Registered Health Practitioner*” means a person registered under the *Health Professions Registration Act 2005 (Vic.)*, which includes Chinese medicine practitioners (acupuncturists, Chinese herbal medicine practitioners and Chinese herbal dispensers), chiropractors, dental care providers (dentists, dental hygienists, dental therapists and dental technicians), medical practitioners, medical radiation technologists (medical imaging technologists, radiation therapy technologists and nuclear medicine technologists), nurses, optometrists, osteopaths, pharmacists, physiotherapists, podiatrists and psychologists.
- 6.22 “*Registered Teacher*” means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the *Education and Training Reform Act 2006 (Vic.)* and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Vice Principal, by whatever name called
- 6.23 “*School*” in relation to the School shall mean the Principal, Council or Sub-Committee, with authority to act on behalf of the School.
- 6.24 “*School Assistant*” means a person who is ancillary to the process of teaching and includes persons employed in libraries, laboratories and as teacher aides.
- 6.25 “*School Year*” means the twelve months from the day that Employees are required to attend the School for the new educational year
- 6.26 “*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 apply to a Registered Teacher
- 6.27 “*Teaching Experience*” means experience of teaching after achieving the qualifications necessary for registration and will be deemed to have commenced at the date on which a “qualified” person first receives a teaching appointment.
- 6.28 “*Victorian Institute of Teaching*” means the statutory authority for the registration of teachers established pursuant to the *Education and Training Reform Act 2006 (Vic.)*.

7 DURATION

- 7.1 Where the Agreement passes the no-disadvantage test, the Agreement will be operative from the seventh day after the date specified in the notice issued by the Workplace Authority.
- 7.2 The nominal expiry date of this Agreement is 30 November 2012.
- 7.3 This Agreement is made in settlement of all claims made in connection with the negotiation of this Agreement.

8 CONSULTATIVE FRAMEWORK

- 8.1 The Consultative Committee (comprising of representatives of the Council of the School and of the staff of the School), is a vehicle for regular consultation and

discussion between the staff and the Council concerning issues involving industrial relations and workplace matters generally and the implementation of this Agreement.

- 8.2 The Council shall determine the Council membership of the Consultative Committee and the staff shall determine the staff membership of the Consultative Committee. The Consultative Committee shall meet at least 4 times per year, with either of the parties having the right to request additional meetings if so desired. A new Chair will be elected annually, with an annual rotating chair selected from staff representatives and Council representatives alternately.
- 8.3 The Consultative Committee would normally be convened by the elected Chair of the Consultative Committee, but any member may convene an extraordinary meeting. The Consultative Committee will convene at least six months before the expiry of this Agreement with the responsibility of representing all sections of the staff covered by the Agreement.
- 8.4 The Consultative Committee consists of: The Principal together with three (3) members of the School Council as Employer Representatives and four (4) elected Employee representatives of the Staff, with a Secretary (ex officio) appointed by the Principal. Tenure of the representatives is for two years.
- 8.5 All members of the Consultative Committee, or their proxy, must be present for a recommendation to be adopted, and that recommendations should be reached, where possible, by consensus. If consensus cannot be achieved, then a majority, established by vote, will be required for the recommendation to proceed. Each representative is entitled to a single vote. When a member is unable to attend the meeting of the Consultative Committee then that member must appoint a proxy for the said meeting.
- 8.6 The Consultative Committee will oversee the implementation of the Agreement and have input into the matters described in the Agreement and any other matters determined by a majority vote of the committee.
- 8.7 Parties to the Agreement are committed to continual, real and on-going consultation to maintain and identify further models for continuous improvement for the benefit of both the Employees and Employer.
- 8.8 The Principal shall consult with the Consultative Committee on matters such as on-going and new industrial and workload issues as they relate to implementation of this Agreement.
- 8.9 Consultative Committee meetings will be scheduled during term time to enable all members to attend.
- 8.10 Minutes of the Consultative Committee meetings will be recorded and made available to all Employees covered by the Agreement.

PART B: TERMS AND CONDITIONS OF EMPLOYMENT

9 EMPLOYMENT RELATIONSHIP

9.1 Full Time Employees

The Employer may engage an Employee on a full time basis in accordance with this Agreement.

9.2 Part Time Employees

9.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.

9.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Teacher, the Employer will set out in writing the duties and number of hours required (including Face-to-Face Teaching Hours) to be undertaken.

9.2.3 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 43. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Secondary Teacher's Face-to-Face Teaching Hours are deemed to be 20 hours and 22 hours and 30 minutes for Primary.

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

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

9.2.5 A Part Time Employee required to attend at the direction of the Principal (or the Principal's nominee) shall be paid at the casual rate of pay for any additional hours over and above the Employee's ordinary time fraction.

9.2.6 Positions of responsibility can be held by a Part Time Teacher to enable the Teacher to develop and experience educational leadership

9.3 Casual Employees

9.3.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

9.3.2 A Casual Employee is entitled to the rate of pay specified in the applicable schedule. This rate of pay includes a loading in lieu of paid leave entitlements.

9.3.3 The Employer will engage a Casual Teacher on an hourly basis, provided that the minimum engagement will be for not less than two hours. The minimum engagement does not apply where a Part Time Teacher is employed to work additional hours on a casual basis on a day that the Part Time Teacher is ordinarily employed.

9.3.4 A Casual Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- jury service leave
- additional leave
- non attendance time
- leave loading
- public holidays
- paid personal leave
- parental allowance
- paid compassionate leave
- accident make-up pay

9.3.5 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.

9.3.6 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

9.3.7 An Employer may employ a Casual School Assistant on relieving work or to complete a fixed project.

9.4 Fixed Term Employee

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

- to replace one or more Employees who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation; or
- to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

- 9.4.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- 9.4.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
- the reason for the fixed nature of the employment;
 - the date of commencement of the employment;
 - the benefits which are applicable under this Agreement; and
 - the rights of any Employee being replaced.
- 9.4.4 Subject to clause 9, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in the relevant Part of this Agreement.
- 9.4.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination (where the date of cessation of employment is stated at the time of appointment)
 - jury service leave
 - parental allowance
 - redundancy.

10 QUALIFYING PERIOD

- 10.1 An Employee's employment is contingent upon the satisfactory completion of a six month qualifying period.
- 10.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the notice of termination in the relevant Part of this Agreement and does not need to comply with the performance and conduct management process specified in clauses 37 and 38.
- 10.3 If the Employer is to terminate the Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

<u>Employee</u>	<u>Period of Notice</u>
Teacher	4 weeks' notice wholly within the school term
School Assistant	1 week's notice

- 10.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 10.3.

11 LETTER OF APPOINTMENT

- 11.1 Upon engagement (prior to the commencement date of employment), the School will provide an Employee (other than an Emergency Teacher or a Casual School Assistant) with a letter of appointment.
- 11.2 The Principal and an Employee may agree in writing to vary the conditions of employment pursuant to this Agreement provided that any and all of the agreed conditions are not less advantageous to the Employee concerned than the provisions of this Agreement.

12 WORKLOAD

- 12.1 The parties to this Agreement are committed to ensuring that quality teaching and learning is of the highest priority and equally available to all. It is important that students are provided with the highest quality learning conditions and that teachers have every opportunity to deliver quality education.
- 12.2 Class size, preparation, correction and assessment are major factors impacting on teaching and learning. Teachers should have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions and students should have ready access to their teachers. In this context, the work allocated to a teacher should, as far as practicable, provide for an equitable distribution of work across all teachers in the school.
- 12.3 Teaching and learning is a complex process. Numerous factors influence this process including but not limited to:
 - (a) Face-to-Face Teaching;
 - (b) correction, preparation, assessment, meetings, and yard duty;
 - (c) class size (generally planned on an average of 22 students in Years P-2 and 24 students in Years 3 – 12), curriculum mix, range of ability and age of students, resources available and facilities; where the average class size for a particular class is to be exceeded, the total workload, including the size of all other classes, of the teacher affected will be taken into consideration, with adjustments to workload and/or duties where possible.
 - (d) curriculum organisation and assessment and reporting requirements; and
 - (e) school camps/year level conference, music performances/concerts, year level worship, excursions, information evenings, productions, parent/teacher interviews, school sport, speech night or other like events.
- 12.4 It is recognised that the allocation of teacher work is managed by the Principal in accordance with school policy.
- 12.5 The primary focus of the graduate teacher is on further developing skills and competencies needed to become an effective classroom practitioner. The parties recognise that ongoing support and development of graduate teachers is critical for the teachers themselves, the schools in which they teach, the communities in which they play a significant role, and for the students whose futures they shape. To this end, the work allocated to a graduate Teacher in their first 12 months of teaching shall recognise the need for the graduate Teacher to perform all of her or his required duties within a

reasonable timeframe and to participate in the necessary induction and development activities designed to assist graduate Teachers in their first 12 months. Accordingly, within the resources available to the school, the scheduled duties of a graduate Teacher shall be reduced by 1 period per cycle.

- 12.6 Unless otherwise mutually agreed by the School and the individual Teacher, replacement or reorganised classes of equivalent time period, which shall not count as a standby, may be assigned to a Teacher who loses normal classes for any reason on the day where normal classes are lost, except where operational procedures of the School do not allow this to occur. In this case, it should occur as close as possible to the day of the loss of the class. In November of each year when VCE Unit 3 / 4 classes, or equivalent, have finished, there will be no replacement classes until the exam of the teacher's Unit 3 / 4 class has concluded.
- 12.7 Standbys and regular, rostered, compulsory House activities timetabled during the school day are considered within the Face-to-Face Teaching Hours and in the context of the total workload of the Teacher.
- 12.8 In addition to Face-to-Face Teaching Hours, a Teacher will be required to undertake a range of other duties and co-curricular activities. In the distribution of these duties the following factors are to be taken into account:
 - (a) as far as practicable, the equitable distribution of other duties within the school;
 - (b) the relative importance of the various duties to be undertaken;
 - (c) the time required to perform the duty;
 - (d) the range and frequency of tasks to be performed;
 - (e) the classification, qualifications, training and experience of the Teacher; and
 - (f) the preparation, correction and reporting requirements.

13 HOURS OF DUTY

- 13.1 Direct teaching of groups of students and individual students as determined by the School, as described in clause 12, will include Face-to-Face Teaching Hours of 20 hours (secondary) and 22.5 hours (primary) for a Full Time Teacher.
- 13.2 A Teacher may be allotted one or two teaching periods less than the specified allotment, depending on the number of lessons allocated to a particular subject or the nature of the subject itself (that is, in terms of preparation or correction load).
- 13.3 A Teacher whose allotment is less than the specified contact time will be allocated other duties, classes or standbys.
- 13.4 Where a Teacher agrees to an allotment of Face-to-Face Teaching Hours greater than the specified contact time, a reduction in the allocation of standbys and/or supervisory duties will be negotiated with the individual Teacher.
- 13.5 An Employee, both full time and part time, is expected to attend staff meetings, departmental meetings and professional learning days as set down by the School. The School will endeavour to arrange meetings at times that are mutually convenient.

14 REMUNERATION

14.1 Salary

The rate of pay for an Employee covered by this Agreement will be not less than the annual rate of pay set out in the applicable schedule, according to the Employee's classification.

14.2 Payment Arrangements

All monies payable will be paid by electronic funds transfer to a financial account nominated by the Employee once every month with payment being made as nearly as possible on the middle of each month, one half month in arrears and one half month in advance.

14.3 Professional Payment

An Employee will receive a professional payment equal to 1.5 per cent of the Employee's ordinary salary on an annual basis, unless the Employee is undergoing a performance or conduct management process in accordance with clause 37 or 38 of this Agreement. Should annual leave loading be implemented by legislation or an award during the term of this Agreement, the Employer will pay annual leave loading in lieu of the professional payment.

14.4 Remuneration Packaging

14.4.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.

14.4.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

14.5 Superannuation

The Employer currently makes an employer superannuation contribution equivalent to 9 per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to The Victorian Independent School Superannuation Fund (VISSF) or a successor fund.

15 MEAL ALLOWANCE

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7 p.m. on any day. Where it is impracticable for the School to provide a meal, the Employee will be reimbursed for the cost of the meal subject to prior agreement and approval from the Employee's supervisor.

16 OVERNIGHT ALLOWANCE

16.1 An Employee, who is not appointed to the position of a Home Group Teacher/Tutor or equivalent, is expected to attend at least one camp or student conference or curriculum-based trip per annum. Camps, student conferences and curriculum-based trips are based in Australia and are listed on the School's annual School Planner. Where the Employer requires an Employee to attend, the Employer will pay an overnight allowance of \$70 per night whilst so attending, unless the Employee's Position Description states that it is a duty of their position of responsibility, except as in clause 16.2.

16.2 An Employee, who is appointed to the position of Home Group Teacher/Tutor or equivalent, is required to attend any camp or student conference specified as a duty of the position. The overnight allowance is payable to a Home Group Teacher/Tutor for this duty.

16.3 An Employee volunteering to attend a camp, student conference or curriculum-based trip over and above the Employer's organisational requirements, will not be paid the overnight allowance.

16.4 The Employer may ask an employee to attend more than one camp, student conference or curriculum-based trip in a year. Where the Employee agrees to attend, the overnight allowance applies, unless the Employee's Position Description states that it is a duty of their position of responsibility, except as in clause 16.2.

16.5 In relation to 16.1 and 16.2, the Employer will take any special circumstances into account in terms of the expectation or requirement, respectively.

17 PERFORMANCE COMPACT

17.1 Staff Appraisal

17.1.1 The parties to this Agreement are committed to the implementation of a formal staff performance and appraisal procedure known as the Performance Compact. All Employees are required to participate in this process as per the Performance Compact Policy. The parties agree that the Performance Compact will follow the objectives set out in 17.1.2.

17.1.2 The broad goals of the Performance Compact are to:

- Provide the opportunity for staff to reflect on their professional work practice;
- Improve learning opportunities and experiences for students;
- Acknowledge areas of achievement and provide feedback;

- Identify areas which may improve job satisfaction and efficiency;
- Build skills and offer support for professional development towards best practice;
- Strengthen working relationships between management and staff and enhance communication between both parties; and
- Assist in the development and achievement of individual professional goals.

17.1.3 The Performance Compact aims to:

- provide a process and forum for teaching staff appraisal and development;
- identify and affirm professional strengths;
- identify areas for professional improvement, professional learning needs and strategies to attain these;
- broaden the School Executive's knowledge of staff interests and capabilities; and
- enable more systematic provision of professional learning opportunities for teaching staff.

18 EDUCATION OF CHILDREN OF STAFF MEMBERS

18.1 Full Time Employees

A Full Time Employee employed by the School, after the commencement date of this Agreement, will be entitled to a 50 per cent discount on tuition fees.

18.2 Part Time Employees

A Part Time Employee employed by the School after the commencement date of this Agreement will be entitled to the 50 per cent discount in the tuition fee on a pro-rata basis equal to the Employee's employment fraction (correct to one decimal point).

18.3 Where both parents are Employees of the School, their child or children shall attract only one staff discount amount per child on tuition fees.

18.4 The tuition fee discount is only available where the Employee is the biological, adoptive or residential parent of the child/children.

18.5 Where an Employee's employment fraction varies there will be a corresponding change in the tuition fee discount. The change in the tuition fee discount will be effective from the next billing period following the date that the change in employment fraction takes place. However, the percentage discount will be not less than the original discount awarded at the commencement of part time employment where the School initiates the time fraction reduction.

19 INFORMATION TECHNOLOGY

Teachers will be provided with a laptop on an as-needs basis at the discretion of the Principal.

20 PERSONAL LEAVE

20.1 Personal leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 5 of Part 7 of the Act) except where more favourable terms are provided in

this Agreement.

20.2 This clause does not reproduce Division 5 of Part 7 of the Act in full.

20.3 Entitlement

20.3.1 An Employee is entitled to a paid personal leave entitlement of 15 days per annum, which may be used for sick leave and carer's leave.

20.3.2 For a Full Time Employee, the paid personal leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid personal leave on a pro rata basis based on specified hours in the relevant Part of this Agreement.

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

20.3.5 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A maximum of 10 days of paid carer's leave may be taken per year of service. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on specified hours in the clause of the relevant Part of this Agreement. Carer's leave, if not used in any year, does not accrue as a separate entitlement.

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

20.3.7 A Casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

20.3.8 The Employer may require a medical certificate from a Registered Health Practitioner or a statutory declaration where an Employee accesses carer's leave.

20.3.8 The amount of personal leave a Full Time Employee may take is 15 days at the commencement of the first year of service and 15 days in the second and subsequent year of service.

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

20.3.10 An Employee is entitled to sick leave provided that:

- the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration made by the Employee to the Employer for any absence of more than two consecutive days;
- the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and

- the Employee produces a medical certificate from a Registered Health practitioner or a statutory declaration to the Employer where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

20.3.11 An Employee is entitled to carer's leave provided that:

- the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration made by the Employee to the Employer for any absence to provide care or support to a member of the Employee's Immediate Family or household due to the member's personal illness or injury; and
- the Employee provides a statutory declaration made by the Employee to the Employer for any absence to provide care or support to a member of the Employee's Immediate Family or household due to the member experiencing an unexpected emergency.

21 COMPASSIONATE LEAVE

21.1 Compassionate leave is in accordance with the Australian Fair Pay and Conditions Standard (Subdivision E of Division 5 of Part 7 of the Act), except where more favourable terms are provided in this Agreement.

21.2 This clause does not reproduce Subdivision E of Division 5 of Part 7 of the Act in full.

21.3 Entitlement

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

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

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

22 INFECTIOUS DISEASES LEAVE

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

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough

- Rheumatic fever, or
- Hepatitis.

22.1 The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

23 PUBLIC HOLIDAYS

23.1 An Employee is entitled to public holidays as specified in the *Public Holidays Act 1993* (Vic) and as gazetted by the Victorian Government from time to time. These include the following:

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

23.2 Public holidays that occur during a period of leave for Employees in accordance with clause 51 – Additional Leave (for school assistants) do not create an additional entitlement.

23.3 By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.

23.4 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.

23.5 An agreement made in accordance with 23.3 or 23.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

24 PARENTAL LEAVE

24.1 Relationship with Act

24.1.1 Parental leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 6 of Part 7 of the Act), except where more favourable terms are provided by this Agreement.

24.1.2 This clause does not reproduce Division 6 of Part 7 of the Act in full.

24.2 Application

24.2.1 Parental leave applies to an Employee, other than a Casual Employee who is not an eligible casual employee.

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

- (a) the Employee or Employee's spouse is pregnant; or

(b) the Employee is or has been immediately absent on parental leave.

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

24.3 Definitions

24.3.1 For the purposes of this clause, child means a child of the Employee under school age, which is ordinarily between 4.5 and 6.5 years. Except that for the purposes of adoption, a child is an eligible child and means a person under school age, who is placed with the Employee, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

24.3.2 For the purposes of this clause, an eligible casual employee means a Casual Employee:

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

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

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

24.4 Basic entitlement

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

- up to 12 months of unpaid ordinary maternity leave to be the primary care-giver of the child;
- a single, unbroken period of unpaid short paternity leave of up to one week at the time of the birth of a child and a further unbroken period of up to 51 weeks of unpaid long paternity leave to be the primary care-giver of a child; and
- a single, unbroken period of up to three weeks' unpaid short adoption leave taken within the three weeks starting on the day of placement of an eligible child with the Employee and a further unbroken period of up to 49 weeks to be the primary care-giver of the eligible child.

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

24.5 Right to request

24.5.1 Simultaneous Leave

(a) Subject to 24.5.1(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.

(b) An application under 24.5.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

24.5.2 Additional Long Parental Leave

(a) Subject to 24.5.2(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of long unpaid parental leave provided for in the Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities

(b) An application under 24.5.2(a) may be made at any time from the time of the application for the period of long unpaid parental leave provided by the Act but must be made not less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

24.5.3 Part Time Work

(a) Subject to 24.5.3(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.

(b) An application pursuant to 24.5.3(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

24.5.4 Request to be considered

(a) The Employer shall consider any request made pursuant to 24.5.1, 24.5.2 or 24.5.3 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(b) An Employee's request and the Employer's decision made pursuant to 24.5.1, 24.5.2 or 24.5.3 must be recorded in writing.

24.6 Ordinary maternity leave

24.6.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of ordinary maternity leave. The Employee:

- (a) must provide notice in writing to the Employer of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant). The Employee must give the medical certificate to the Employer no later than ten (10) weeks before the expected date of birth (as stated in the certificate).
- (b) must provide notice in writing to the Employer of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken. This notice must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.

24.6.2 When the Employee gives notice under 24.6(b) the Employee must also provide a statutory declaration stating the following:

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

24.6.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason

24.6.4 Subject to 24.4.1 hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence ordinary maternity leave at any time within the six weeks immediately prior to the expected date of birth.

24.6.5 Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a registered medical practitioner stating that she is fit to work on her normal duties.

24.6.6 The Employer may require the Employee to start a continuous period of leave as soon as reasonably practicable if the Employee does not give the Employer the medical certificate pursuant to 24.6.5 within seven days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.

24.6.7 Where the Employee elects to return to work within six weeks after the birth of the child, the Employer will require the Employee to provide a medical certificate from a registered medical practitioner stating that she is fit to work on her normal duties.

24.7 Special maternity leave

24.7.1 Where the pregnancy of an Employee not then on maternity leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

24.7.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

- 24.7.3 Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 52 weeks.
- 24.7.4 Where leave is granted under 24.7.1, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- 24.7.5 A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.
- 24.7.6 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a medical practitioner stating that the Employee is pregnant, the expected date of birth, and that the Employee is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.
- 24.7.7 An application for special maternity leave required because of the end of the Employee's pregnancy otherwise than by the birth of a living child must be accompanied by:
- (a) a medical certificate from a registered medical practitioner containing the following statements:
 - that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
 - what the expected date of birth would have been if the pregnancy had gone to full term;
 - that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
 - that the Employee is, was, or will be unfit for work during a stated period.
 - (b) a statutory declaration made by the Employee containing the following statements:
 - that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
 - the first and last days of the period (or periods) of any other authorised leave taken by the Employee because of a pregnancy-related illness or the end of the pregnancy; and
 - that the Employee will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.
- 24.7.8 The application, medical certificate and statutory declaration (if required) must be given to the Employer before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.

24.7.9 An Employee will not be in breach of this clause if the Employee could not comply with the documentation requirements because of circumstances beyond her control.

24.7.10 An Employee is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the Employer.

24.8 Paternity leave

24.8.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of short paternity leave. The Employee:

- (a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than 10 weeks before the date stated in the certificate; or
- (b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably practicable for the Employee to comply with 24.8.1(a) because of the premature birth of the child or any other compelling reason; and
- (c) must provide to the Employer a written application for short paternity leave stating the first and last days of the period of the period of short paternity leave, with the application given to the Employer as soon as reasonably practicable on or after the first day of the period of leave.

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

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

24.8.3 The Employee will not be in breach of 24.8.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

24.9 Adoption leave

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

24.9.2 An Employee must give written notice to his or her Employer of the day when the placement of an eligible child with the Employee is expected to start as soon as

reasonably practicable after receiving notice (a placement notice) of the expected day.

- 24.9.3 An Employee must give written notice to his or her Employer of the first and last days of the periods of short and long adoption leave (or of either type of leave) the Employee intends to apply for because of the placement:
- (a) if the Employee receives a placement notice about the placement within the period of 8 weeks after receiving the placement approval notice – before the end of that 8-week period; or
 - (b) if the Employee receives a placement notice about the placement after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.
- 24.9.4 A notice under 24.9.1, 24.9.2 or 24.9.3, must be given to the Employee's Employer as soon as reasonably practicable where the Employee cannot comply due to the day that the placement is expected to start or any other compelling reason.
- 24.9.5 An Employee must provide a written application to his or her Employer for short adoption leave, stating the first and last dates of the period no later than 14 days before the proposed day of placement of the child. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of short adoption leave.
- 24.9.6 An Employee must provide a written application to his or her Employer for long adoption leave, stating the first and last dates of the period no later than 10 weeks before the first day of the proposed continuous period of leave including (or constituted by) the long adoption leave applied for. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of long adoption leave.
- 24.9.7 The Employee must also give his or her Employer the following documents:
- (a) a statement from the adoption agency of the day when the placement is expected to start, and
 - (b) a statutory declaration made by the Employee stating
 - whether the Employee is taking short adoption leave, long adoption leave or both;
 - the first and last days of the period or periods of leave to be taken;
 - that the child is an eligible child;
 - that the Employee intends to be the primary care-giver at all times while on the long adoption leave; and
 - that the Employee will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.
- 24.9.8 An Employee may take:
- (a) short adoption leave to which he or she is entitled at any time within the period of 3 weeks starting on the day of placement of the child, and/or

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

24.9.9 Where the placement of a child for adoption with an Employee

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

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

24.10 Parental leave and other entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 24.5.2.

24.11 Transfer to a safe job

24.11.1 Subject to 24.11.2 and 24.11.3, where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

24.11.2 This subclause applies to an Employee if

- (a) the Employee is entitled to ordinary maternity leave; and
- (b) the Employee has already complied with the documentation requirements under 24.6; and
- (c) the Employee gives her Employer a medical certificate from a registered medical practitioner containing a statement to the effect that, in the registered medical practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - (i) illness, or risks, arising out of her pregnancy; or
 - (ii) hazards connected with that position.

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

- (a) the Employee may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 24.11.4(b); or

- (b) the Employer may require the Employee to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 24.11.4(b).

24.11.4 If the Employee takes paid leave under 24.11.3

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

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

24.12.1 Subject to the relevant provisions of the Act, where an Employee has commenced a period of long parental leave of up to 12 months, the Employee:

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

24.12.2 Subject to the relevant provisions of the Act, the period of ordinary maternity leave, long paternity to leave or long adoption leave may be shortened by written agreement between the Employer and the Employee. To avoid doubt, this subclause does not apply to the right to request provision in 24.5.2.

24.13 Returning to work after a period of parental leave

24.13.1 It is the Employer's preference that the Employee notify of his or her intention to return to work after a period of parental leave at least 1 full term prior to the expiration of the leave where practicable. Notification of the Employee's intention to return to work must not be less than four (4) weeks prior to the expiration of the leave in accordance with the Act. .

24.13.2 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to 24.11, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A Part Time Teacher will be entitled to the same time fraction.

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

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

24.14 Replacement employees

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

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

24.15 Communication during parental leave

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

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

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

24.15.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 24.15.1.

25 PARENTAL ALLOWANCE

25.1 An Employee who has at least 12 months of continuous service with the Employer as at the date of proceeding on long parental leave will be entitled to be paid an allowance for the first 10 weeks of unpaid parental leave taken pursuant to clause 24 of this Agreement after the birth of the child or the placement of the child with the Employee at the Employee's ordinary rate of pay.

25.2 An Employee is entitled to a further payment of 4 weeks where the Employee returns to work from a period of parental leave, which will be paid at the Employee's ordinary rate of pay and time fraction immediately preceding the commencement of the leave.

25.3 An Employee who has at least 12 months of continuous service with the Employer as at the date of proceeding on short paternity or short adoption leave will be entitled to be paid an allowance for 5 days of paternity or adoption leave after the birth of the child or the placement of the child at the Employee's ordinary rate of pay.

25.4 To avoid any doubt:

- (a) an Employee is not entitled to be paid a parental allowance for any period unless he or she is entitled to unpaid parental leave in accordance with the Act; and

- (b) only one parent is entitled to payment under 25.1 in relation to a child.
- 25.5 In order to be entitled to the payment of an allowance during a second or subsequent period of parental leave in accordance with clause 24, the Employee must return to work at the School after the period of preceding parental leave for a period of at least 12 months.
- 25.6 The period of parental leave for which an allowance is payable will accrue annual leave and personal leave entitlements in accordance with the Act. The payment of the allowance under 25.1 and 25.2, if applicable, incorporates the annual leave entitlement applicable to the period of leave.
- 25.7 The period of parental leave for which an allowance is payable does not count as a period of employment for the purpose of long service leave. This provision has the express effect of overriding the *Long Service Leave Act 1992 (Vic.)*.
- 25.8 Where a statutory paid parental leave scheme is implemented during the term of this Agreement, the Employer, in lieu of 25.1 and 25.2, will provide the Employee with the leave entitlements under the statutory paid parental leave scheme and pay the difference between the statutory payment and the Employee's ordinary rate of pay for the requisite number of weeks.

26 ACCIDENT COMPENSATION AND ACCIDENT MAKE UP PAY

- 26.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985 (Vic)*, the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks, in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 26.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Accident Compensation Act 1985 (Vic)*, then:
- (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
 - i. annual leave; or
 - ii. paid personal/carer's leave; and
 - (b) the Employee is not entitled to any payment or benefit in respect of any Non Attendance Time for a Teacher which fall during the period that the Employee is in receipt of weekly payments under the *Accident Compensation Act 1985 (Vic.)*.
- 26.3 In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the *Accident Compensation Act 1985 (Vic.)*, has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.

- 26.4 For the purposes of 26.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.
- 26.5 Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *Accident Compensation Act 1985* (Vic.), and where the Employee is entitled to annual leave at the part time rate of pay, the Employee will remain entitled to be paid the weekly compensation payments in accordance with the Act.

27 WITHHOLDING OF MONIES

- 27.1 Subject to 27.2, in the event that an Employee does not provide the full notice required by relevant notice of termination provisions, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.
- 27.2 Clause 27.1 does not entitle the Employer to withhold any monies owing to an Employee to the extent to which it would result in the Employer failing to comply with the Australian Fair Pay and Conditions Standard under the Act.
- 27.3 For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee from sources including (but not limited to) the following:
- i. unpaid salary or wages to the extent to which such entitlements exceed the Employee's basic periodic rate of pay;
 - ii. any entitlement to a pro rata payment for long service on termination of employment (notwithstanding any inconsistent provision of the *Long Service Leave Act 1992* (Vic)); and
 - iii. any amounts owing to the Employee for an unpaid bonus or allowance.
- 27.4 For the purpose of this clause, the Employer and Employee agree that the Basic Periodic Rate of Pay may be satisfied over a period of 12 months.

28 JURY SERVICE

- 28.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 28.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 28.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 28.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 28.5 Subject to 28.2 to 28.4 of this clause, an Employer will reimburse an Employee granted leave pursuant to 28.1 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

29 LONG SERVICE LEAVE

- 29.1 An Employee is entitled to long service leave in accordance with the *Long Service Leave Act 1992 (Vic.)*, as amended from time to time. This Agreement will prevail over the Act in the event of any inconsistency.
- 29.2 An Employee is entitled to long service leave of 13 weeks upon the completion of ten years of continuous employment. An Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the employer.
- 29.3 Where the Employee's service has been all full-time, payment during long service leave shall be made at the Employee's normal full-time salary.
- 29.4 Where the Employee's service has all been part-time, payment during long service leave shall be calculated as follows:
- (i) where the Employee's time fraction has been constant, payment shall be made at that time fraction;
 - (ii) where the Employee's time fraction has varied, payment shall be made based on the Employee's average time fraction calculated over the total period of part-time service.
- 29.5 Entitlement to leave shall be able to be accessed after the completion of seven years of continuous employment.
- 29.6 An Employee shall normally take long service leave for a period of not less than two weeks and shall ordinarily take long service leave within twelve months of entitlements falling due following ten years of employment.
- 29.7 Upon each subsequent period of five years of continuous employment, the Employee may take long service leave within 12 months of completing each subsequent 5 year period of continuous leave.
- 29.8 Where the Employee does not take long service leave in accordance with 29.6 or 29.7, the Employer may request the Employee to take not less than one full school term of long service leave, giving at least 12 months' notice.
- 29.9 Where the Employee's service includes some full-time and some part-time service, the long service leave credit shall be split into two credits one representing the Employee's aggregate full-time service and one representing the Employee's aggregate part-time service. Payment during long service leave will be in accordance with 29.4 (i) or (ii) or both depending on whether the Employee chooses to utilise his/her full-time or part-time credit in relation to any particular long service leave absence.
- 29.10 Except where otherwise determined by the Employer, allowances payable under this agreement which meet the following criteria shall be payable during long service leave:
- (a) the allowance is of a continuing and ongoing nature; and
 - (b) the Employee has been in receipt of the allowance for a continuous period of twelve months immediately prior to the commencement of the leave; and

- (c) the Employee would have continued to receive the allowance but for his/her absence on leave.

29.11 If an Employee is granted long service leave on half pay, the Employee shall be paid during such leave half the amount he/she would have been paid if the leave had been granted with full pay.

29.12 An Employee may apply for long service leave at any time. Applications must be in writing and must specify:

- (a) the period of leave being sought; and
- (b) whether the leave is to be on full pay or half pay.

29.13 Illness on Long Service Leave

29.13.1 Subject to the requirements of 29.13.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

29.13.2 The Employee's application under 29.13.1:

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

29.14 Public holidays which occur during a period of long service leave shall not form part of the long service leave.

29.15 In computing an Employee's entitlement to long service leave, the following shall be counted as continuous service:

- (a) the aggregate of the Employee's service;
- (b) any approved leave with pay;
- (c) any leave without pay which has been approved to count as service for long service leave purposes;
- (d) service with the Employer as a casual or emergency teacher may be included as service for long service leave.

29.16 Cashing out long service leave

29.16.1 Where the Employer and the Employee agree, the Employee may receive a payment in lieu of taking accrued long service leave entitlement upon the completion of seven years of continuous employment.

- 29.16.2 Applications to cash out long service leave must be made in writing to the Principal and will be accepted at the full discretion of the Principal.
- 29.16.3 This clause has the express effect of overriding Section 74 of the *Long Service Leave Act 1992 (Vic)*.
- 29.16.4 Any entitlement under clause 29.16.1 shall be based on the Employee's salary at the date from which leave is taken or from which pay in lieu of long service leave is due, as the case may be.

30 EXAMINATION LEAVE

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

31 QUALIFICATION CONFERRAL LEAVE

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

32 LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay. This provision expressly overrides the *Long Service Leave Act 1992 (Vic)*.

33 DEFENCE RESERVE LEAVE

- 33.1 Leave without pay may be granted for Defence Reserve service up to a maximum period of 78 weeks.
- 33.2 A Employee required to complete Defence Reserve service will consult with the Principal regarding the proposed timing of the Defence Reserve service and will give the Principal as much notice as is possible of the time when the service will take place.

34 TRAVEL AND PERSONAL EXPENSES

Subject to prior approval of the School, an Employee shall be eligible to be reimbursed for expenses under this clause provided that:

- (a) the expense was necessarily incurred in the performance of the Employee's duties; and
- (b) reimbursement may only be made where expenditure was incurred.

35 BREAKAGE AND LOSS

An Employee who takes reasonable care will not suffer loss of income for any accidental breakages or loss of property which occurs in the normal course of the Employee's duties.

36 INTRODUCTION OF MAJOR CHANGE

36.1 Employer's Duty to Notify

36.1.1 Where the Employer has made a definite decision to introduce major changes in:

- program,
- organisation,
- structure or
- technology,

that are likely to have a significant effect on Employees, the Employer will notify the Employees who may be affected by the proposed changes.

36.1.2 "Significant effect"- 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; and
- the restructuring of jobs.

36.2 Employer's Duty to Discuss Change

36.2.1 The Employer will discuss with the Employees affected:

- the introduction of the changes as above;
- the effects the changes are likely to have on Employees; and
- measures to avert or mitigate the adverse effects of such changes on Employees.

36.2.2 The Employer will commence discussions as early as practicable after the Employer has made a definite decision to make the changes referred to in

36.2.1.

36.2.3 For the purposes of such discussion and subject to the conditions above, the Employer will provide in writing to the Employees concerned, 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.

36.2.4 For the purposes of such discussion of the above matters, the Employer will not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

36.3 Notification of Allotment Change

36.3.1 The Employer has the right to increase or to decrease the teaching load of a part time Employee by up to 0.2 of a Full Time Equivalent (FTE) load. From time to time it may be necessary to alter the time fraction by a greater amount in which case the Employee will be offered the choice of accepting the new FTE or taking a redundancy.

36.3.2 Where the Employer reduces or increases an Employee's time fraction, the Employer will give notice in accordance with the relevant notice provisions.

36.3.3 For the purposes of such discussion, the Employer shall provide in writing to the Employees concerned, 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.

37 PERFORMANCE MANAGEMENT

37.1 Without limiting the rights of the Employer or the Employee, the Employer will implement a formal counselling procedure where the Employer is considering termination of employment for reasons related to the Employee's performance. The Principal may address performance issues with the Employee prior to implementing a formal performance management procedure to attempt to resolve the issues informally.

37.2 Where the Employer is considering whether to terminate an Employee's employment for reasons related to performance, the Employer will apply the procedure in this clause.

37.3 A formal counselling procedure will commence with the Employer advising the Employee in writing of:

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

37.4 Formal counselling meetings will:

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

37.5 If, following the procedure, the Employer's decision is to terminate the employment of the Employee, and then the Employer will give the required period of notice or payment in lieu of notice in accordance with the relevant notice of termination provisions.

38 CONDUCT MANAGEMENT

38.1 Without limiting the rights of the Employer, or the Employee under any Act, the Employer will adopt the following procedure where the Employer is considering termination of employment for reasons related to the Employee's conduct. The Principal may address conduct issues with the Employee prior to implementing a formal conduct management procedure to attempt to resolve the issues informally.

- 38.2 The Employer will advise the Employee in writing of:
- the Employer's concern with the Employee's conduct;
 - the time, date and place of the meeting to discuss the Employee's conduct;
 - the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct; and
 - the Employer's right to terminate the Employee's employment should the Employer's concern not be resolved.
- 38.3 A formal conduct management meeting will:
- include discussion of the Employer's concern with the Employee's conduct;
 - give the Employee an opportunity to respond to the Employer's concern unless the Employer could not reasonably have been expected to provide the Employee with that opportunity;
 - include discussions of any counselling or assistance, where appropriate, available to the teacher;
 - include documentation, where appropriate; and
 - set periods of review, as appropriate
- 38.4 The Employer reserves the right to vary the above procedure where it is possible that the Employee is guilty of serious misconduct or where the Employer deems it appropriate to urgently advise the Employee of its concerns with the Employee's conduct.
- 38.5 Concern with an Employee's conduct may be resolved by:
- summary dismissal, where the employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the School to continue the employment during the notice period;
 - issuing the employee with a warning or a final warning in writing;
 - terminating the employment of the Employee in accordance with the notice provision in the relevant Part of this Agreement; or
 - other action, appropriate to the situation.

39 REDUNDANCY

39.1 Discussions before Termination

- 39.1.1 Where the Employer has made a definite decision that the Employer no longer wishes the job an 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 will hold discussions with the Employee directly affected.
- 39.1.2 The Employer will hold discussions as soon as practicable after the Employer has made a definite decision which will invoke the provisions of above.
- 39.1.3 Pursuant to the above, the Employer will discuss, among other things:
- the reason(s) for the proposed terminations;
 - measures to avoid or minimise the terminations;

- measures to mitigate any adverse effects of any terminations on the Employees concerned.

39.1.4 For the purposes of the discussion pursuant to the above, the Employer will, as soon as practicable, provide in writing to the Employees concerned, all relevant information about the proposed terminations including:

- the reason(s) for the proposed terminations;
- the number and categories of Employees likely to be affected;
- the period over which the terminations are likely to be carried out.

39.1.5 For the purposes of the above, the Employer is not required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

39.2 Employees with less than one year's continuous service

Clause 39.1 does not apply to Employees with less than one year's continuous service. The general obligation on the Employer is no more than to give Employees with less than one year's continuous service 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 concerned of suitable alternative employment.

39.3 Employees exempted

Clause 39.1 does not apply:

- where employment is terminated as a consequence of conduct that justifies summary dismissal;
- where employment is terminated by due process;
- to Employees engaged as Fixed Term Employees; or
- to Employees who prior to employment were advised in writing that the position sought would become redundant on completion of a specified task or the expiration of a fixed duration of one year or less.

39.4 Severance Pay

39.4.1 The following scales of severance payments will apply:

Period of Continuous Service	Entitlement
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 but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	12 weeks' pay
7 years but less than 8 years	14 weeks' pay
8 years but less than 9 years	16 weeks' pay
9 years but less than 10 years	18 weeks' pay
10 years but less than 12 years	22 weeks' pay
12 years and over	26 weeks' pay

40 STATEMENT OF SERVICE

Upon termination of employment for any reason, the Employer (if requested) will provide an Employee with a statement of service specifying:

- the period of employment;
- the classification of or type of work performed, and
- any additional responsibilities or duties undertaken (including co-curricular responsibilities and duties).

41 DISPUTE RESOLUTION PROCEDURE

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

- 41.1 Every attempt will be made to resolve the matter by discussions between the Employer and the Employee(s) directly involved at the School. This does not preclude the right of either party to seek advice from outside the School, nor does it necessitate such an approach where this is impracticable.
- 41.2 Where a grievance is not resolved by 41.1, the Employer or the Employee(s) may each seek the assistance of a representative in order that a further attempt may be made to resolve the matter.
- 41.3 Where the Employer and the Employee(s) are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator, conciliator or arbitrator for resolution. Either party may seek the assistance of a representative.
- 41.4 In the event that 41.2 or 41.3 fails to resolve the matter, it may be referred by either party to the Australian Industrial Relations Commission for resolution in accordance with the powers conferred upon the Commission by the *Workplace Relations Act 1996* (Cth).
- 41.5 In normal circumstances, the matter should not be referred by either party to the Commission prior to the completion of 41.1 and 41.2, and where agreed, 41.3.

PART C – CONDITIONS OF EMPLOYMENT FOR TEACHERS

42 CLASSIFICATIONS AND SALARIES

- 42.1 Schedule IA sets out the classification structure and progression through the salary scale.
- 42.2 Schedule IB sets out the salary for a Teacher, including a Casual Teacher.
- 42.3 Schedule IC sets out the general particulars regarding positions of responsibility.
- 42.4 To the extent necessary, the Employer and the Employee agree that the guarantee of the Basic Periodic Rate of Pay may be satisfied over a period of 12 months and includes the salary in Schedule IB and any applicable responsibility allowance.
- 42.5 The salary specified in Schedule IB and any applicable responsibility allowance is in compensation for all hours worked under this Agreement.

43 HOURS OF WORK

- 43.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year. Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- 43.2 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 43.3 The Employer will determine the ordinary full time Face-to-Face Teaching Hours per week and the professional duties to be allocated to the Teacher.
- 43.4 A Teacher leaving the School grounds outside of timetabled teaching and supervision duties and scheduled meetings shall inform Reception before leaving the grounds and upon return. The Teacher shall be contactable when off site.

44 DUTIES

The duties required of a Teacher are specified in the Teacher's letter of appointment, relevant position description or the Staff Handbook.

45 NON ATTENDANCE TIME

- 45.1 A Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 45.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 45.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 45.4.
- 45.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\frac{\text{Teacher's Attendance Time} \times \text{Non Attendance Time}}{\text{School's Attendance Time}} - \text{Non Attendance Time already taken}$$

Note: All amounts specified in weeks or part weeks

46 ANNUAL LEAVE

- 46.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the Act), except where more favourable terms are provided in this Agreement.
- 46.2 This clause does not reproduce Division 4 of Part 7 of the Act in full.
- 46.3 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 46.4 A Teacher must take an amount of annual leave during the shutdown periods following the end of term 1, 2, 3 and 4. The shut down period may differ for individual Teachers, depending on work commitments and activities. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Teacher works.
- 46.5 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.
- 46.6 A Teacher will take all accrued annual leave during the shut down period.

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

$$\frac{\text{Teacher's Attendance Time} \times \text{Annual Leave}}{\text{School's Attendance time}} - \text{Annual Leave already taken}$$

Note: all amounts are expressed in weeks or part weeks

47 NOTICE OF TERMINATION

- 47.1 Where the Employer wishes to terminate the employment of a Teacher serving a qualifying period pursuant to clause 10, or a Teacher wishes to resign during a qualifying period, the period of notice is specified by clause 10.
- 47.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 47.3 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to subclause 24.14 that the Teacher being replaced wishes to return from parental leave.
- 47.4 Payment in lieu is calculated by taking the amount of salary in Schedule 1B (and any responsibility allowance if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 47.5 Subject to clause 10, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 47.6 The notice period in this clause and in clause 10 do not apply where the Teacher is guilty of serious misconduct.

PART D – CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

48 CLASSIFICATIONS AND SALARIES

- 48.1 Schedule 2A sets out the classification structure for a School Assistant.
- 48.2 Schedule 2B sets out the salary scale for a School Assistant entitled to four weeks' annual leave.
- 48.3 To the extent necessary, the Employer and the School Assistant agree that the guarantee of the Basic Periodic Rate of Pay may be satisfied over a period of 12 months.

49 HOURS OF WORK

- 49.1 The ordinary hours of work for a Full Time School Assistant will be 38 hours per week.
- 49.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 49.3 The Employer may require a School Assistant to work reasonable additional hours, in accordance with the arrangement specified in Schedule 2B.
- 49.4 Within the daily hours of attendance, a School Assistant is entitled to a lunch period of not less than thirty minutes free from assigned duties, commencing no later than five hours after commencing work.

50 ANNUAL LEAVE

- 50.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the Act), except where more favourable terms are provided in this Agreement.
- 50.2 This clause does not reproduce Division 4 of Part 7 of the Act in full.
- 50.3 A School Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 50.4 A School Assistant must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the School Assistant works.
- 50.5 A School Assistant will take all accrued annual leave during the shut down period.
- 50.6 A School Assistant may be provided with additional leave at the discretion of the Principal.

51 ADDITIONAL LEAVE

- 51.1 The Employer may engage and require a School Assistant to work the School's term weeks or any number of weeks equal to or greater than the number of term weeks up to a maximum of 48 weeks in a School Year.
- 51.2 For the purpose of this subclause, additional leave is defined as the number of weeks of a School Year (excluding annual leave) that the Employer does not require a School Assistant to work.
- 51.3 A School Assistant is entitled to public holidays falling during additional leave.
- 51.4 As additional leave is unpaid authorised leave for the purpose of the Act, annual leave, personal leave and long service leave entitlements accrue during a period of additional leave.
- 51.5 As additional leave is not paid leave, the remuneration of a School Assistant entitled to additional leave will be annualised and paid in equal instalments throughout the School Year in accordance with subclause 14.2 (Payment Arrangements).
- 51.6 The annual salary of a School Assistant, in receipt of additional leave, is calculated using the following formula:

$$\text{Annual Salary} = (52.18 - A + B) \times C \times D$$

where:

- A = number of weeks of additional leave. The number of weeks of additional leave in the formula above must not exceed eight weeks (exclusive of annual leave and additional leave) except where the Employer agrees to additional leave of more than eight weeks at the request, in writing, of the School Assistant.
- B = number of weeks of public holidays falling during periods of additional leave and annual leave.
- C = full-time weekly salary (refer to Schedule 2B)
- D = the proportion of full-time hours the School Assistant will be working, if employed on a part-time basis

provided that the adult weekly salary, where adjusted for additional leave, will not be less than the Federal Minimum Wage of \$14.31 per hour from the first pay period commencing on or after 1 October 2008, as adjusted from time to time after this date.

Note 1: The number of public holidays falling during annual leave and/or additional leave may change from year to year, necessitating recalculation of each year's annual salary.

Note 2: The Employer and a School Assistant may change the additional leave arrangements by mutual agreement

52 NOTICE OF TERMINATION

- 52.1 Where the Employer wishes to terminate the employment of a School Assistant serving a qualifying period pursuant to clause 10, or a School Assistant wishes to resign during a qualifying period, the period of notice is specified by clause 10.
- 52.2 Where the Employer wishes to terminate the employment of a School Assistant, who has had six months' or more continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant.
- 52.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.
- 52.4 A School Assistant, who has had six months' or more continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing.
- 52.5 In addition to the period of notice specified in 52.2, a School Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service will be entitled to an additional week's notice.
- 52.6 The notice period in this clause and in clause 10 do not apply where the School Assistant is guilty of serious misconduct.

SCHEDULE 1A – CLASSIFICATION STRUCTURE (TEACHERS)

1A.1 Teachers with Full and Provisional Registration

- 1A.1.1 A Teacher holding Full or Provisional Registration, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level I and subject to 1A.1.2, progress to Level II in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- 1A.1.2 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

SCHEDULE 1B – SALARIES (TEACHERS)

1B.1 Annual Salary

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

Annual Salary							
Effective from the first pay period commencing on or after 1 January							
Level	2009 \$		2010 \$		2011 \$		2012* \$
1	52571		54806		57123		58836
2	54070		56368		58751		60514
3	57195		59626		62147		64012
4	58825		61326		63919		65836
5	60502		63073		65741		67713
6	62227		64872		67614		69643
7	64000		66721		69541		71628
8	66304		69123		72044		74206
9	68360		71265		74278		76507
10	70479		73475		76582		78879
11	77546		80843		84260		86788
* As listed, or as per Victorian Government school teachers' rates of pay, whichever is higher.							

1B.2 Weekly Salary

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

IB.3 Casual Rate of Pay

IB.3.1 The rate of pay for a Casual Teacher will not be less than:

Rates of Pay for a Casual Teacher				
Level	Effective from the first full pay period commencing on or after 1 January			
	2009	2010	2011	2012
	\$	\$	\$	\$
Per hour	39.00	40.00	41.00	42.50
Per day	234.00	240.00	246.00	255.00

IB.3.2 The minimum engagement will be for not less than two hours on a day.

IB.3.3 The daily rate is the maximum rate payable per day.

IB.3.4 The payment for a day, if less than the maximum daily rate, is calculated to the nearest fifteen (15) minutes.

SCHEDULE 1C – POSITIONS OF RESPONSIBILITY STRUCTURE (TEACHERS)

1C.1 Eligibility

- 1C.1.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Employer.
- 1C.1.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.
- 1C.1.3 The Principal determines who is eligible for the rate of pay.
- 1C.1.4 Teachers in receipt of a responsibility allowance will have the allowance included in their pay for superannuation purposes.
- 1C.1.5 A Teacher who is in receipt of a responsibility allowance on a monthly basis and who is absent on sick leave with pay, shall continue to receive the responsibility allowance for up to one month or the expiration of the responsibility allowance, whichever is the earlier.
- 1C.1.6 Teachers who have been in receipt of a responsibility allowance on a monthly basis for a continuous period of 12 months immediately prior to the commencement of paid leave (including sick leave) and would have continued to receive the special payment but for his or her absence on leave, shall continue to be paid the special payment during the period of paid leave.

1C.2 Notification

The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid. A Teacher appointed to a position of responsibility may be required to attend during the period of Non Attendance Time.

SCHEDULE 2A – CLASSIFICATION STRUCTURE (SCHOOL ASSISTANTS)

Level 1

This classification applies to School Assistants who are engaged in routine duties requiring no specific skill, prior experience or prior training. On-the-job training may be required.

Level 2

A School Assistant at this level is not required to have any qualifications and is required to perform any combination of a wide range of functions under direct supervision. The School Assistant initially receives specific direction leading to routine direction which leads to knowledge of the required tasks and/or procedures. The School Assistant, after gaining experience, may exercise some degree of autonomy and discretion. The School Assistant will not be required to supervise other School Assistants. These positions may include positions similar to those of a Level 1 but involve more complex tasks.

Level 3

A School Assistant at this level undertakes duties which requires knowledge and skills which may be gained by the completion of a relevant post-secondary certificate or approved trade certificate or equivalent or from on-the-job experience considered relevant by Mentone Girls' Grammar School management. The School Assistant may be required to perform a wide range of functions under routine direction, but may, after gaining experience, exercise some degree of autonomy.

Although the School Assistant is routinely supervised, he/she operates with a degree of autonomy and may be required to supervise Level 1 or 2 School Assistants and/or to supervise students while performing their normal duties.

Level 4

The School Assistant, in addition to the knowledge and skills required at Level 3, is required to undertake duties needing additional experience or knowledge such as may be gained by the completion of a relevant post-secondary qualification or from on-the-job experience considered relevant by Mentone Girls' Grammar School management. The School Assistant is often required to exercise significant initiative and discretion and is required to demonstrate expertise. The School Assistant is also required to accept personal responsibility beyond that of a Level 3 School Assistant. The School Assistant receives general instructions, usually covering the broader technical aspects of the work and works with little direct supervision. The School Assistant may be responsible to a supervisor and may also be required to supervise Level 1-3 School Assistants. He/she may also be required to supervise students while performing their normal duties.

SCHEDULE 2B – SALARIES (SCHOOL ASSISTANTS)

2B.1 Annual Salary

2B.1.1 A Full time School Assistant will be paid not less than the relevant salary specified for the School Assistant's classification and experience level.

Annual Salary: School Assistants (entitled to four weeks' annual leave) Effective from the first pay period commencing on or after 1 January							
Level	2009 \$		2010 \$		2011 \$		2012 \$
1-1	34652		36107		37624		38753
1-2	36053		37567		39145		40319
1-3	37609		39189		40834		42060
2-1	38981		40618		42324		43594
2-2	40131		41817		43573		44880
2-3	41280		43014		44820		46165
2-4	42111		43880		45723		47094
2-5	42756		44552		46423		47816
3-1	44006		45854		47780		49214
3-2	45247		47147		49128		50601
3-3	46481		48433		50467		51981
3-4	47691		49694		51781		53335
4-1	50562		52686		54898		56545
4-2	51806		53982		56249		57937
4-3	53014		55241		57561		59288

2B.1.2 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Level 1 salary.

2B.2 Weekly Salary

The weekly salary is calculated by dividing the annual salary by 52.18

2B.3 Part Time Salary

A Part Time School Assistant will be paid pro rata of the salary that the School Assistant would be entitled to receive if employed as a Full Time School Assistant. The pro rata weekly salary is calculated using the following formula:

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

2B.4 Incremental advancement

2B.4.1 Advancement to the next increment within the appropriate Level will 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.

2B.4.2 Service for the purposes of this clause will include all service in any other school at the level to which the School Assistant is appointed.

2B.5 Casual Rate of Pay

2B.5.1 A Casual School Assistant will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 2B for 1st year of adult experience for the appropriate grade}}{38} \times 1.25$$

2B.5.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

2B.6 Junior Salary

A junior School Assistant is entitled to be paid not less than the following percentage of the full-time salary for the position and years of experience, classified in accordance with Schedule 2A of this Agreement.

<u>Age</u>	<u>Percentage of full-time rate</u>
	%
Under 17 years	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

2B.7 Reasonable Additional Hours

Where the Employer requires a School Assistant to work hours additional to the averaging arrangement, the Employer will pay the School Assistant for the hours worked at the ordinary time rate of pay. The School Assistant may refuse to work additional hours in excess of five hours in any week.