

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Melbourne Girls Grammar School Collective Agreement 2009 (the 'Agreement') and is an Employee Collective Agreement made pursuant to section 327 of the *Workplace Relations Act 1996* (Cth.).

2 ARRANGEMENT

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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

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

4 PARTIES BOUND

- 4.1 This Agreement binds:
- i. the Employer;
 - ii. Teachers;
 - iii. Early Childhood Teachers;
 - iv. School Assistants;
 - v. Early Childhood Assistants;
 - vi. Clerical Employees;
 - vii. Information Technology Employees; and
 - viii. Maintenance and Outdoor Employees,
- as defined in this Agreement.

4.1.1

Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Part 3 to Part 7 of this Agreement applies to the Employees as specified.

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

Act	means the <i>Workplace Relations Act 1996</i> (Cth.)
Attendance Time	means all days of the School Year less Non Attendance Time and the period of annual leave
Australian Fair Pay and Conditions Standard	means Part 7 (The Australian Fair Pay and Conditions Standard) of the <i>Workplace Relations Act 1996</i> (Cth.)
Award	means the following: <ul style="list-style-type: none"> • <i>Victorian Independent Schools - Teachers - Award 1998;</i> • <i>Victorian Independent Schools – Early Childhood Teachers Award 2004;</i> • <i>Victorian Independent Schools - School Assistants- Award 1998;</i> • <i>Victorian Independent Schools – Clerical/Administrative Employees – Award 2004;</i> • <i>Sports Ground Maintenance and Venue Presentation (Victoria) Award 2001;</i> • <i>Information Technology Industry (Professional Employees) Award 2001;</i> • <i>Educational Services - Early Childhood Assistants - Victoria - Award 1999;</i> • and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Basic Periodic Rate of Pay	means the rate of pay from the relevant Australian Pay and Classification Scale for a period worked, as defined by Division 2 of Part 7 (The Australian Fair Pay and Conditions Standard) of the <i>Workplace Relations Act 1996</i> (Cth.)
Casual Employee	means an Employee employed pursuant to clause 8.4 of this Agreement
Clerical Employee	means an Employee who is employed wholly or principally in clerical and/or administrative work, excluding a business manager, a human resource manager, or a person who has accounting responsibilities and is eligible for membership of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants, the Association of Taxation and Management Accountants or the National Institute of Accountants

Commission	means the Australian Industrial Relations Commission
Early Learning Centre Assistant	means an Employee who is employed to assist an Early Childhood Teacher in the early learning centre
Early Childhood Teacher	means a Teacher who is employed to teach children in the early learning centre
Employee	means a person covered by this Agreement
Employer	means Melbourne Girls Grammar – an Anglican school ACN 116 806 163
Fixed Term Employee	means an Employee employed pursuant to clause 8.3 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 8.1 of this Agreement
Immediate Family	means <ul style="list-style-type: none"> • 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 whether of the same sex or not; and • a child or an adult child (including an adopted child, a step child or an ex-nuptial child or foster child), a parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee; and • a working dog guide of the Employee
Information Technology Employee	means an Employee who is engaged in the information technology services of the school
Maintenance & Outdoor Employee	means an Employee who is employed wholly or principally in property or garden/grounds maintenance work
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 14 weeks (less 4 weeks annual leave) unless arrangement for a lesser period is made with an individual Teacher or group of Teachers, from time to time
Part Time Employee	means an Employee employed pursuant to clause 8.2 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and the person <ul style="list-style-type: none"> • 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 • holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or • is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement,

	<p>interschool exchange, VET in schools and professional experience, or</p> <ul style="list-style-type: none"> • has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (1 July 2007 <i>Permission to Teach Policy</i>)
Principal	means Principal of Melbourne Girls Grammar School or his or her nominee
Registered Health Practitioner	means a person registered under the <i>Health Professions Registration Act 2005 (Vic.)</i>
School	means Melbourne Girls Grammar – an Anglican school ACN 116 806 163
School Assistant	means a person who is ancillary to the process of teaching and includes school counsellors, guidance officers, curriculum advisers, audiovisual technicians and coordinators, laboratory technicians and managers, library technicians, librarians, special education personnel, language assistants, integration aides, computer laboratory assistants, extension education coordinators, art technicians and teacher aides
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
Shut Down Period	means a period where the Employer shuts down the business, or any part of the business, in which the Employee works
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes a qualified teacher librarian and a School Counsellor but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic.)</i>

7 DISPUTE RESOLUTION PROCEDURE

- 7.1 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:

7.1.1 Step 1

Every attempt will be made to resolve a grievance 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.

7.1.2 Step 2

Where a grievance is not resolved by Step 1, the Employer or the Employee(s) may seek the assistance of an employee representative, employer association or other representatives in order that a further attempt may be made to resolve the matter.

7.1.3 Step 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 for resolution. Either party may seek the assistance of a representative.

7.1.4 Step 4

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

8 MODES OF EMPLOYMENT

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

8.1 Full Time Employee

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

8.2 Part Time Employee

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

8.2.2 The Employer will set out the part time hours required upon the engagement of the Employee and at any time when a permanent variation occurs. For a Part Time Teacher, the number of hours required includes specification of the face-to-face teaching hours.

8.2.3 A Part Time Employee is entitled to all benefits under this Agreement on a pro-rata basis.

8.2.4 A Part Time Teacher will have time-tabled instruction time, pastoral care responsibilities and recess and lunchtime supervision on a pro-rata basis.

8.3 Fixed Term Employee

8.3.1 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;
- 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;
- to replace an Employee who provided notice of termination of employment after the commencement of Term 4. The period of the appointment must not exceed the end of the following School Year.

8.3.2 Subject to clause 8.3.5, 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.

8.3.3 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.

8.3.4 Subject to clause 33.5.3, 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 clause 33.5.

8.3.5 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
- redundancy
- performance management or conduct management
- paid parental leave

8.4 Casual Employee

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

8.4.2 A Casual Employee is entitled to the rate of pay specified in the relevant Schedules. This rate of pay includes a loading in lieu of paid leave entitlements.

8.4.3 If the Employer engages a Casual Teacher or Casual Early Childhood Teach it will be for either a full day or a half day.

8.4.4 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
- school holidays
- non attendance time
- leave loading
- public holidays
- paid personal leave
- paid compassionate leave
- paid parental leave
- performance management
- conduct management
- accident make-up pay

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

8.4.6 Unless by mutual agreement, an Employer must not employ a Casual Teacher or Early Childhood Teacher in such a capacity for more than fifteen consecutive school days.

8.4.7 An Employer must not employ a Casual School Assistant for longer than two consecutive school terms on relieving work or to complete a fixed project, or for less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period.

PART 2 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

9 QUALIFYING PERIOD

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

9.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 33.5, clause 34.5, clause 35.5, clause 36.5 or clause 37.3 and does not need to comply with clause 24, 25 or any due process or performance management policies or procedures in place from time to time.

9.3 If the Employer is to terminate the employment of the Employee within the first six months of the Employee's employment commencing, the Employee is entitled to one week's notice or one week's salary in lieu of notice.

9.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give one week's notice.

10 REMUNERATION PACKAGING

10.1 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.

- 10.2 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.

11 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 Schools Superannuation Fund (VISSF) or a successor.

12 PAYMENT ARRANGEMENTS

Salary will be paid by credit transfer to the Employee's nominated financial institution account or accounts on a monthly basis (calendar month).

13 PERSONAL LEAVE

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

13.2 Entitlement

13.2.1 An Employee is entitled to a paid personal leave entitlement which includes both sick and carer's leave.

13.2.2 The amount of personal leave a Full Time Teacher, Early Childhood Teacher or School Assistant may take as sick leave depends upon how long the Teacher or School Assistant has worked for the Employer and accrues as follows:

- in the first year of service, 6 days during the first term worked and thereafter 3 days at the commencement of each subsequent school term; and
- in the second and subsequent year of service 15 days at the commencement of each year.

13.2.3 Personal leave for a Clerical Employee, Information Technology Employee, or Maintenance & Outdoor Employee accrues upon the completion of each 4 week period of continuous service with the Employer and is credited to the employee on a monthly basis.

13.2.4 For a Full Time Teacher, Early Childhood Teacher, Early Learning Assistant or School Assistant, the sick leave entitlement equates to 15 days per year of service. A Part Time Teacher or School Assistant is entitled to paid sick leave on a pro-rata basis based on specified hours in clause 33.2.11.

- 13.2.5 For a Full Time Clerical Employee, Information Technology Employee, or Maintenance & Outdoor Employee the sick leave entitlement equates to 12 days per year of service. A Part Time Clerical Employee or Information Technology Employee is entitled to paid sick leave on a pro-rata basis based on specified hours in clause 35.6. An Early Learning Centre Assistant is entitled to paid sick leave on a pro-rata basis based on specified hours in clause 36.6. A Maintenance & Outdoor Employee is entitled to paid sick leave on a pro-rata basis based on specified hours in clause 37.4.
- 13.2.6 Paid sick leave is taken by the Employee because of a personal illness or injury.
- 13.2.7 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. 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 clause 8.2.2. Carer's leave, if not used in any year, does not accrue as a separate entitlement.
- 13.2.8 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.
- 13.2.9 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.
- 13.2.10
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.
- 13.2.11
An Employee is entitled to sick leave provided that:
- the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
 - the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday or a School Holiday or to a day of Non Attendance Time or annual leave 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 of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

13.2.12

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

- the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer, if the member of the Employee's Immediate Family or household is ill or injured for
- any absence of two (2) consecutive days or more,
- any absence continuous with a holiday to which the Teacher is entitled and which would not otherwise require the production of a certificate, or
- where the number of days of paid personal leave already taken without the production of a certificate or statutory declaration exceeds five (5) days in the one year;
- the Employee produces a statutory declaration made by the Employee to the Employer, if the member of the Employee's Immediate Family or household is affected by an unexpected emergency

14 COMPASSIONATE LEAVE

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

14.2 Entitlement

14.2.1 An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life. Additional days may be granted by special discretion of the Principal.

14.2.2 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.

14.2.3 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.

15 INFECTIOUS DISEASES LEAVE

15.1 An Employee who is suffering from one of the following 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

- Influenza
- Glandular fever or
- Hepatitis

15.2 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.

16 PUBLIC HOLIDAYS

16.1 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.

16.2 Public holidays that occur during a period of leave for Employees entitled to Non Attendance Time or School Holidays do not create an additional entitlement.

16.3 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.

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

16.5 An agreement made in accordance with 16.3 or 16.4 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.

17 PARENTAL LEAVE - UNPAID

17.1 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 in this Agreement. This clause does not reproduce Division 6 of the Act in full.

17.2 The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a Casual Employee:

- employed by the Employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for the Employer on a regular and systematic basis (including any period of authorised leave or absence).

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

- the Employee or Employee's spouse is pregnant; or
- the Employee is or has been immediately absent on parental leave.

The rights of an Employer in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

17.3 Entitlement

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). A period of unpaid parental leave does not break the Employee's continuity of service but it does not count as service. This includes:

- (i) up to 52 weeks of unpaid ordinary maternity leave, which must include a period of six weeks' leave starting from the date of the birth of the child, to be the primary care-giver of the child;
- (ii) 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
- (iii) 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 child.

17.4 Right to request

17.4.1 An Employee entitled to parental leave pursuant to the provisions of clause 17.2 may request the Employer to allow the Employee:

- (i) to extend the period of simultaneous unpaid parental leave provided for in clauses 17.3(b) and 17.3(c) up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave provided for in clause 17.3(a) by a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;
- (iv) to assist the employee in reconciling work and parental responsibilities.

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

17.4.3 The Employee's request and the Employer's decision made under clause 17.4.1 (ii) and (iii) must be recorded in writing.

17.4.4 Where an Employee wishes to make a request under clause 17.4.1(iii), such a request must be made as soon as possible but no less than ten weeks prior to the date upon which the Employee is due to return to work from parental leave.

17.5 Maternity leave – medical certificate

17.5.1 To be entitled to maternity leave, the Employee must:

- (i) provide the Employer with a medical certificate stating the medical practitioner's opinion that the Employee is pregnant and the expected date of birth of the child; and
- (ii) the medical certificate mentioned must be given to the Employer no later than 10 weeks before the expected date of the birth (as stated in the certificate).

17.6 Maternity leave – application

17.6.1 To be entitled to maternity leave an Employee must give to the Employer a written application for the maternity leave no later than 4 weeks before the first day of the intended leave, unless it is not reasonably practicable for the Employee to comply due to the premature birth of the Employee's child or any other compelling reason.

17.6.2 The application must be accompanied by a statutory declaration made by the Employee stating:

- (i) the first and last days of the leave
- (ii) any other authorised leave to be taken
- (iii) the first and last days of the period of any paternity leave, or other authorised leave of the same type as paternity leave intended to be taken by the Employee's spouse because of the expected birth
- (iv) that the Employee will not engage in any conduct inconsistent with her contract of employment while on maternity leave
- (v) that the Employee intends to be the child's primary caregiver at all times while on maternity leave.

17.6.3 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.

17.6.4 Subject to clause 17.6.3, and unless agreed otherwise between the Employer and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

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

17.7 Special maternity leave

17.7.1 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, then the Employee

may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

17.7.2 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.

17.7.3 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 and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

17.7.4 Where leave is granted under clause 17.6.1, 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.

17.8 Paternity leave

17.8.1 An Employee will provide the Employer at least ten weeks prior to each proposed period of paternity leave, with:

- (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (iii) except in relation to leave taken simultaneously with the child's mother, a statutory declaration stating:
 - that 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.

17.8.2 The Employee will not be in breach of clause 17.8.1 hereof 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.

17.9 Adoption leave

17.9.1 The Employee will notify the Employer as soon as reasonably practicable after receiving notice of the approval of the placement of an eligible child with the Employee of the period of leave to be taken. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.

17.9.2 Before commencing adoption leave, an Employee will provide the Employer with a statutory declaration stating:

- (i) the Employee is seeking adoption leave to become the primary care-giver of the child;

- (ii) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
- (iii) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

17.9.3 The Employer may require an Employee to provide confirmation from the appropriate government authority of the placement.

17.9.4 Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

17.9.5 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

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

17.10 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 17.4.1.

17.11 Transfer to a safe job

17.11.1

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.

17.11.2

If the transfer to a safe job is not practicable, the Employee may take or the Employer may require the Employee to take paid leave immediately for a period ending at the earliest of whichever of the following times is applicable: the end of the period stated in the medical certificate; if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; 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.

17.12 Returning to work after a period of parental leave

17.12.1

An Employee will notify the Employer of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

17.12.2

An Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 17.11, the Employee will be entitled to return to the position the Employee held immediately before such transfer.

17.12.3

Where such a position is no longer available, but there are other positions available that the Employee is qualified for and is capable of performing, the Employer shall make all reasonable attempts to return the Employee to a position comparable in status and pay to that of the Employee's former position.

17.13 Communication during parental leave

17.13.1

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

- 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
- 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.

17.13.2

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.

17.13.3

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 clause 17.13.

18 PARENTAL LEAVE – PAID

18.1 Where an Employee is granted unpaid parental leave in accordance with clause 17 to be the primary care giver of the child, the Employee is entitled to payment at the ordinary rate of pay for the first twelve weeks of the period of maternity leave, adoption leave or paternity leave provided it is taken during the first twelve weeks of the adoption or birth of the child.

18.2 Where an Employee is granted unpaid short paternity or unpaid short adoption leave at the time of the birth of a child or placement of a child for

adoption in accordance with the Act, the Teacher is entitled to a parental allowance at the Teacher's ordinary rate of pay for up to one week of the short paternity or short adoption leave.

- 18.3 Where the Employer employs both parents of the child, only one parent is entitled to paid parental leave.
- 18.4 During the period of time that the Employee is in receipt of paid parental leave under 18.1, the Employee is entitled to accrue annual leave, as defined by the Act, and personal leave, in accordance with clause 13 – Personal Leave of this Agreement. Paid parental leave does not count for the purpose of accrual of any benefits or entitlements under the *Long Service Leave Act 1992 (Vic.)*. This provision has the express effect of overriding the *Long Service Leave Act 1992 (Vic.)*.
- 18.5 Paid parental leave cannot be taken concurrently with any other paid leave.
- 18.6 All other parental leave will be unpaid in accordance with clause 17.
- 18.7 Entitlement to a subsequent period of paid parental leave will be subject to completion of 12 months' continuous paid service upon returning from parental leave as the primary caregiver.

19 LONG SERVICE LEAVE

- 19.1.1 An Employee is entitled to long service leave. The *Long Service Leave Act 1992 (Vic.)*, as amended from time to time, specifies the entitlement.
- 19.1.2 A Teacher is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment. A Teacher is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.
- 19.1.3 An Employee other than a Teacher is entitled to long service leave of thirteen weeks upon the completion of ten years continuous employment for any service after 1 February 2003. Service prior to 1 February 2003 accrues as specified in the *Long Service Leave Act 1992 (Vic.)*.
- 19.1.4 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act 1992 (Vic.)*.
- 19.1.5 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 19.1.6 An Employee, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.

19.2 Illness on Long Service Leave

19.2.1 Subject to 19.4, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Principal for the period of illness or injury to be treated as sick leave, with long service leave recredited to the Employee. An application must be made pursuant to 19.4. 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 and may be granted at the Principal's discretion based on the evidence provided.

19.2.2 The Employee's application:

- (i) must be in writing and received by the Employer during the period of illness or injury when the Employee is physically capable of so doing;
- (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.

19.3 Pro-rata Entitlement

19.3.1 An Employee is entitled to pro-rata long service leave upon the completion of seven years continuous employment.

19.3.2 Upon the completion of seven years continuous employment, an Employee may apply to take the Employee's accrued long service leave entitlement. The timing of the leave will be subject to mutual agreement with preference being given to Employees taking a minimum of one full term of long service leave.

19.4 Cashing out long service leave

19.4.1 Where the Employer and the Employee agree, an Employee who is entitled to long service leave may request in writing the cashing out of accrued long service leave entitlements to an amount negotiated with the Employer. This provision has the express effect of overriding section 74 of the *Long Service Leave Act 1992* (Vic.).

20 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).

21 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

21.1 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.

- 21.2 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:
- 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:
 - annual leave; or
 - paid personal/carer's leave
 - the Employee is not entitled to any payment or benefit of any Non Attendance Time for a Teacher or Early Childhood Teacher or School Holidays for a School Assistant entitled to School Holidays, which fall during the period that the Employee is in receipt of weekly payments under the *Accident Compensation Act 1985* (Vic.).
- 21.3 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.
- 21.4 For the purposes of 21.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.
- 21.5 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 .

22 WITHHOLDING OF MONIES

- 22.1.1 Subject to 22.1.2, in the event that an Employee does not provide the full notice required by clause 33.6, 34.5, 35.5, 36.5 or 37.3, 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.
- 22.1.2 Clause 22.1.1 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.
- 22.1.3 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:
- unpaid salary or wages to the extent to which such entitlements exceed the Employee's Basic Periodic Rate of Pay;

- for Employees entitled to School Holidays pursuant to clause 34.5, a payment for School Holidays;
- 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
- any amounts owing to the Employee for an unpaid bonus or allowance.

22.1.4 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.

23 INTRODUCTION OF MAJOR CHANGE

23.1 Discussions before Change

Where the Employer has made a definite decision to introduce major change in program, organisation, structure or technology that is likely to have significant effects on Employees, the Employer will:

- (i) discuss the proposed changes with the Employees who may be affected as early as practicable; and
- (ii) provide relevant information concerning the nature of the changes proposed, the expected effects of the changes on the Employees and details of any measures to avert or mitigate any adverse effects of the proposed change; and
- (iii) give prompt consideration to matters raised by Employees;
- (iv) provided that confidential information inimical to the School's interest will not be disclosed.

For the purpose of this clause, significant effects include termination of employment, major changes in the composition, operation or size of the Employer's staff or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the operation of hours of work, the restructuring of jobs and the need for retraining or transfer of Employees to other work or locations.

23.2 An Employee whose job has been affected by the introduction of major change is entitled to be accompanied by a nominee of the Employee's choice at any meetings to discuss the effects of the introduction of change upon the Employee.

24 REDUNDANCY

24.1 Definition

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

24.2 Redundancy Disputes

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

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

24.2.2 Where a redundancy dispute arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the Employees concerned.

24.3 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out above the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated. The Employer may, at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

24.4 Severance Pay

The severance payment for an Employee will be in accordance with the following:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	12 weeks' pay
7 years and less than 8 years	14 weeks' pay
8 years and less than 9 years	16 weeks' pay
9 years and less than 10 years	18 weeks' pay
10 years and less than 11 years	20 weeks' pay
11 years and less than 12 years	22 weeks' pay
12 years and less than 13 years	24 weeks' pay
13 years and over	26 weeks' pay

Weeks' pay means the ordinary time rate of pay for the Employee concerned.

For the purposes of this clause continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer.

24.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if

so, will be entitled to the same benefits and payments under clause 24.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

24.6 Alternative employment

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

24.7 Time off during notice period

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

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

25 PERFORMANCE MANAGEMENT PROCEDURE

25.1 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.

25.2 A formal performance management procedure will commence with the Employer advising the Employee in writing of:

- (i) the Employer's concerns with the Employee's performance;
- (ii) the time, date and place of the first formal meeting to discuss the Employee's performance;
- (iii) 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;
- (iv) the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.

25.3 Formal performance management meetings will

- (i) include discussion of the Employer's concerns with the Employee's performance;
- (ii) give the Employee an opportunity to respond to the Employer's concerns;
- (iii) include discussion of any counseling or assistance, where appropriate, available to the Employee;
- (iv) include documentation, where appropriate;
- (v) set periods of review, as appropriate.

25.4 If, following the procedure, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

26 CONDUCT MANAGEMENT PROCEDURE

26.1 Where the Employer is considering whether to terminate an Employee's employment for reasons related to conduct, the Employer will apply the

procedure in this subclause.

- 26.2 The Employer will advise the Employee in writing of:
- (i) the Employer's concern with the Employee's conduct;
 - (ii) the time, date and place of the meeting to discuss the Employee's conduct;
 - (iii) 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;
 - (iv) the Employer's right to terminate the Employee's employment should the Employer's concern not be resolved.

26.2.1 A formal conduct management meeting will:

- (i) include discussion of the Employer's concern with the Employee's conduct;
- (ii) 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.

26.2.2 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.

26.2.3 Concern with an Employee's conduct may be resolved by:

- (i) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
- (ii) issuing the Employee with a warning or a final warning in writing;
- (iii) terminating the employment of the Employee in accordance with the relevant notice provision;
- (iv) other action, appropriate to the situation.

27 MEAL ALLOWANCE

27.1 The Employer will supply an Employee with a light meal should the Employer require an Employee to remain at school continuously until after 6pm on any day.

27.2 An Employee who is asked to attend a School event that commences after 6pm and who chooses to remain at School so as to attend such an event is entitled to a light meal upon request.

28 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.

29 PROTECTIVE CLOTHING

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

30 JURY SERVICE LEAVE

30.1 Entitlement

- 30.1.1 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.
- 30.1.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 30.1.3 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.
- 30.1.4 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.
- 30.1.5 Subject to 30.1.3 of this clause, an Employer will reimburse an Employee granted leave pursuant to 30.1.1 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.

31 EXAMINATION LEAVE

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

32 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.

PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

33 TEACHERS

33.1 Classifications and Salary

- 33.1.1 Schedule 1A and 1B sets out the classification structure and progression through the salary scale for Teachers.
- 33.1.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 33.1.3 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 and rates of pay in Schedules 1B.

33.2 Hours of Work

- 33.2.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months excluding any public holidays or annual leave taken. 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.
- 33.2.2 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 33.2.3 Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- 33.2.4 A Full Time secondary Teacher is employed to undertake up to 17 hours of time-tabled instruction time per week and participate, as scheduled, in assembly/worship time, house tutor duties, morning and afternoon roll call and other additional duties such as rostered duties for up to 2.5 additional hours per week.
- 33.2.5 In addition to the hours specified in clause 33.2.4, a Full Time secondary Teacher is required to undertake additional rostered duties of up to 12 hours per School Year, such as tuck shop duty, grounds duty at recess, lunchtime, before school or after school.
- 33.2.6 A Full Time primary Teacher is employed to undertake up to 22 hours of time-tabled instruction time per week including participation, as scheduled, in assembly time, house tutor duties and morning and afternoon roll call.
- 33.2.7 In addition to the hours specified in clause 33.2.6, a Full Time primary Teacher is required to undertake additional rostered duties of up to 1.5 hours per week, such as lunch eating supervision, grounds duty at recess, lunchtime, before school or after school.
- 33.2.8 A Full Time Early Childhood Teacher is employed to undertake up to 27.5 hours of teaching and supervision time per week and participate, as scheduled, in assembly time.
- 33.2.9 A Full Time Teacher whose time-tabled instruction time per week is below the relevant hours specified in this clause may be allocated other duties to bring the Teacher up to the specified hours.
- 33.2.10
A Part Time Teacher will have time tabled instruction or supervision pro-rata of the hours specified in this clause and, in addition, may be required to undertake proportionately duties up to 2.5 hours per week or alternatively participate in pro-rata scheduled assembly time and undertake pro-rata roll call.
- 33.2.11
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. The pro-rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be 17 hours secondary, 22 hours primary and 27.5 hours early childhood.

Number of periods per cycle

X Full Time weekly salary

40 periods

33.3 Non Attendance Time

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

33.3.2 Notwithstanding the period referred to in 33.3.1, a Teacher may be requested to attend the School during Non Attendance Time from time to time.

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

33.3.4 Where a Teacher takes unpaid leave of more than ten 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 clause 33.3.5.

33.3.5 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any 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:

<u>Number of weeks of Teacher's Attendance Time</u>	X	Non Attendance Time	-	Non Attendance Time weeks Already taken
Total number of School's Attendance Time		Time		

33.4 Annual Leave

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

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

33.4.3 A Teacher must take an amount of annual leave during each of 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.

33.4.4 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.

33.4.5 Where a Teacher has not accrued sufficient annual leave to cover the shut down period, the Teacher is entitled to leave without pay.

33.5 Notice of Termination

33.5.1 Where the Employer wishes to terminate the employment of a Teacher who has had five or more years' continuous service with the

Employer, the Employer will give a full term's notice in writing or full payment in lieu.

33.5.2 Subject to clause 9, where the Employer wishes to terminate the employment of a Teacher who has had more than six months' continuous service but less than five years' 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.

33.5.3 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 that the Teacher being replaced wishes to return from parental leave. The Fixed Term Teacher provides the same period of notice.

33.5.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule 1B that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

33.5.5 Subject to clause 9, 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.

33.5.6 The notice period in this clause does not apply where the Teacher is guilty of serious misconduct.

33.6 Incremental Redundancy

33.6.1 Where the Employer decides to reduce the load of a Part Time Teacher such that the time fraction would be reduced by 50 per cent or more over two consecutive School Years, and the reduction in load is not at the request of the Teacher, the Teacher is entitled to advise the School that the proposed reduction for the second consecutive School Year is not acceptable.

33.6.2 The Employer, upon being advised by the Teacher that the reduction in load of 50 per cent or more over two consecutive School Years is not acceptable, will declare the Teacher's position redundant in accordance with clause 24 of this Agreement.

33.6.3 In calculating the severance pay applicable under clause 24.4 the Teacher is entitled to have severance pay calculated using the Teacher's time fraction on the day immediately preceding the first of the two consecutive school years on which the Teacher's time fraction was reduced.

33.7 Camp/Overseas Cultural Excursion

33.7.1 Where a Teacher attends an overnight School camp or overseas School excursion in which the Teacher has direct responsibility for student's pastoral care, the School will pay an allowance of \$A80 per night for the period of the camp or overseas excursion. This amount will be indexed annually in accordance to the annual CPI. The allowance will not be paid in situations where a Teacher accompanies the School group in a tourist or private capacity.

PART 4 – CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

34 SCHOOL ASSISTANTS

34.1 Classifications and Salary

- 34.1.1 Schedule 2A sets out the classification structure and progression through the salary scale.
- 34.1.2 Schedule 2B sets out the salary for a School Assistant entitled to School Holidays.
- 34.1.3 Schedule 2C sets out the salary for a School Assistant entitled to four weeks' annual leave.
- 34.1.4 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 and rates of pay in Schedules 2B and 2C.

34.2 Annual Leave

- 34.2.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the Act), except where more favourable terms are provided in this Agreement. This clause does not reproduce Division 4 in full.
- 34.2.2 A School Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.
- 34.2.3 A School Assistant must generally take an amount of annual leave during a Shut Down Period.
- 34.2.4 Where a School Assistant has not accrued sufficient annual leave to be taken during the Shut Down Period, the School Assistant will be entitled to leave which will be unpaid.

34.3 School Holidays

- 34.3.1 A School Assistant is entitled to School Holidays, which is inclusive of the annual leave in clause 34.2, if specified at the time of employment or during a period of employment.
- 34.3.2 The salary for a School Assistant in Schedule 2B takes this period of additional leave into account.
- 34.3.3 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 34.3.4 A School Assistant who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro-rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

School Assistant's Working Weeks x School Holidays (weeks)
School's Working Weeks
Note: A School Assistants' Working Weeks exclude any periods of leave without pay in excess of ten days

34.4 Additional Leave – School Assistants

34.4.1 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 (inclusive of public holidays).

34.4.2 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 the School Assistant to work.

34.4.3 Additional Leave is authorised leave for the purpose of the Act.

34.4.4 The salary for a School Assistant with additional leave will be as per 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 2C)

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.

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

34.5 Notice of Termination

34.5.1 Subject to clause 9, where the Employer wishes to terminate the employment of a School Assistant, and the School Assistant has more than six months' service with the Employer, the Employer must give the School Assistant four weeks' notice in writing, or full payment in lieu. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

- 34.5.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.
 - 34.5.3 Subject to clause 9, a School Assistant must provide the Employer with a minimum of four weeks' notice in writing if the School Assistant has more than six months service with the Employer. Where a School Assistant is entitled to School Holidays under clause 34.3, notice is to be given wholly within the one school term.
 - 34.5.4 In addition to the period of notice specified in clause 34.5.1, 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.
 - 34.5.5 The notice period in this clause and clause 9 do not apply where the School Assistant is guilty of serious misconduct.
- 34.6 Hours of work
- 34.6.1 The normal hours of work for a School Assistant will be 38 hour per week to be worked as agreed in advance with the School Assistant and the Employer as well as any changes to daily start and finish times.
 - 34.6.2 Where the Principal or Business Manager requires a School Assistant to work hours that are in addition to the normal hours of work on that day, the Principal or Business Manager will discuss the proposal with the School Assistant in advance of the hours being worked. The School Assistant is not required to agree to the proposal to work the additional or different hours.
 - 34.6.3 The additional hours will be considered reasonable additional hours and do not attract an additional payment. The School Assistant will be entitled to time in lieu for the additional hours worked equivalent to the number of additional hours worked.
 - 34.6.4 Where the Employer requires a School Assistant to work hours additional to the averaging arrangement, the Employer will pay the School Assistant for the additional hours worked at 150 percent of the ordinary rate of pay with the next salary payment. As an alternative, the Employer and School Assistant may agree to a further averaging arrangement by mutual agreement. Such arrangement will be agreed within four weeks of the time being worked and will be recorded in writing with a copy provided to the School Assistant. Where the agreed arrangement is not implemented in accordance with the written agreement, the Employer will pay the School Assistant for the additional hours worked at 150 percent of the ordinary rate of pay with the next salary payment.

PART 5 – CONDITIONS OF EMPLOYMENT FOR CLERICAL AND INFORMATION TECHNOLOGY EMPLOYEES

35 CLERICAL AND INFORMATION TECHNOLOGY EMPLOYEES

35.1 Definition

For the purpose of this clause, Employee means a Clerical Employee and an Information Technology Employee.

35.2 Classifications and Salary

35.2.1 Schedule 3A sets out the classification structure and progression through the salary scale for Clerical Employees. Schedule 6B sets out the classification structure and progression through the salary scale for Information Technology Employees.

35.2.2 Schedule 3B sets out the salary for Clerical Employees. Schedule 6A sets out the salary for Information Technology Employees.

35.2.3 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 and rates of pay in Schedule 3B.

35.3 Annual Leave

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

35.3.2 An Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.

35.3.3 An Employee must generally take an amount of annual leave during a Shut Down Period.

35.4 Additional Leave

35.4.1 The Employer may engage and require a Clerical Employee 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 (inclusive of public holidays).

35.4.2 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 the Clerical Employee to work.

35.4.3 Additional Leave is authorised leave for the purpose of the Act.

35.4.4 The salary for a Clerical Employee with additional leave will be as per 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 Clerical Employee.

B = number of weeks of public holidays falling during periods of additional leave and annual leave.

C = full-time weekly salary (refer to Schedule 3B)

D = the proportion of full-time hours the Clerical Employee 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.

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 Clerical Employee may change the additional leave arrangements by mutual agreement

35.5 Notice of Termination

35.5.1 Subject to clause 9, where the Employer wishes to terminate the employment of an Employee, the Employer must give the Employee the following amount of notice or full payment in lieu:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

35.5.2 In addition to the notice specified in clause 35.5.1, an Employee over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, is entitled to an additional week's notice.

35.5.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 3B that an Employee would have received by working during the notice period if the Employee's employment had not been terminated.

35.5.4 Subject to clause 9, an Employee must provide the Employer with the following amount of notice in writing if the Employee has more than 6 months service with the Employer.

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

35.5.5 The notice period in this clause and clause 9 do not apply where the Employee is guilty of serious misconduct.

35.6 Hours of work

35.6.1 The normal hours of work for an Employee will be 38 hours per week or an average of 38 hours over a month or fortnight.

35.6.2 Where the Principal or Business Manager requires an Employee to work hours that are in addition to the normal hours of work on that day, the Principal or Business Manager will discuss the proposal with the Employee in advance of the hours being worked. The Employee is not required to agree to the proposal to work the additional or different hours.

35.6.3 The additional hours will be considered reasonable additional hours and do not attract an additional payment. The Employee will be entitled to time in lieu for the additional hours worked equivalent to the number of additional hours worked. The hours of work will then be averaged over the period of a term. The averaging will exclude any public holidays or annual leave taken.

35.6.4 Where the Employer requires an Employee to work hours additional to the averaging arrangement, the Employer will pay the Employee for the additional hours worked at 150 percent of the ordinary rate of pay with the next salary payment. As an alternative, the Employer and the Employee may agree to a further averaging arrangement by mutual agreement. Such arrangement will be agreed within four weeks of the time being worked and will be recorded in writing with a copy provided to the Employee. Where the agreed arrangement is not implemented in accordance with the written agreement, the Employer will pay the Employee for the additional hours worked at 150 percent of the ordinary rate of pay with the next salary payment.

35.6.5 Where it is not possible to take time in lieu as per clause 35.6.3 or 35.6.4, within a three-month period of working the additional hours, the Employer will pay the Employee at 150 per cent of the ordinary time rate of pay.

PART 6 – CONDITIONS OF EMPLOYMENT FOR EARLY LEARNING CENTRE ASSISTANTS

36 EARLY LEARNING CENTRE ASSISTANTS

36.1 Definition

For the purpose of this clause, Early Learning Centre Assistant includes ELC Assistant.

36.2 Classifications and Salary

36.2.1 Schedule 4A sets out the salary structure for an ELC Assistant.

36.2.2 Schedule 4B sets out the classification structure for an ELC Assistant.

36.2.3 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.

36.3 Annual Leave

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

36.3.2 An ELC Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.

36.3.3 An ELC Assistant must generally take an amount of annual leave during a Shut Down Period.

36.3.4 Where an ELC Assistant has not accrued sufficient annual leave to be taken during the Shut Down Period, the School Assistant will be entitled to leave which will be unpaid.

36.4 School Holidays

36.4.1 An ELC Assistant is entitled to School Holidays, which is inclusive of the annual leave in clause 36.3, if specified at the time of employment or during a period of employment.

36.4.2 The salary for an ELC Assistant in Schedule 4A takes this period of additional leave into account.

36.4.3 An ELC Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

36.4.4 An ELC Assistant who is employed for part only of a School Year or who takes leave without pay in excess of ten (10) working days in any School Year, will be paid on a pro-rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

$$\frac{\text{Early Childhood Assistant's Working Weeks}}{\text{School's Working Weeks}} \times \text{School Holidays (already taken)}$$

Note: All amounts are expressed in weeks or part-weeks

36.5 Notice of Termination

36.5.1 Subject to clause 9, where the Employer wishes to terminate the employment of an ELC Assistant, and the ELC Assistant has more than six months service with the Employer, the Employer must give the ELC Assistant four weeks' notice in writing, or full payment in lieu. Notice is to be given wholly within the one school term.

36.5.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay that an ELC Assistant would have received by working during the notice period if the ELC Assistant's employment had not been terminated.

36.5.3 Subject to clause 9, an ELC Assistant must provide the Employer with a minimum of four weeks' notice in writing if the ELC Assistant has more than six months service with the Employer. Where an ELC Assistant is entitled to School Holidays under clause 34.3, notice is to be given wholly within the one school term.

36.5.4 In addition to the period of notice specified in clause 34.4.1, an ELC 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.

36.5.5 The notice period in this clause and clause 9 do not apply where the ELC Assistant is guilty of serious misconduct.

36.6 Hours of work

36.6.1 The normal hours of work for an ELC Assistant will be 38 hours per week to be worked as agreed in advance with the ELC Assistant and the Employer as well as any changes to daily start and finish times.

36.6.2 The Principal may require an ELC Assistant to work hours that are in addition to the normal hours of work on that day, in accordance with the arrangement specified in Schedule 4A.

PART 7 – CONDITIONS OF EMPLOYMENT FOR MAINTENANCE AND OUTDOOR EMPLOYEES

37 MAINTENANCE AND OUTDOOR EMPLOYEES

37.1 Classifications and Salary

37.1.1 Schedule 5A sets out the salary structure for a Maintenance and/or Outdoor Employee ('the M/O Employee').

37.1.2 Schedule 5B sets out the classification structure for an M/O Employee.

37.1.3 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.

37.2 Annual Leave

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

37.2.2 An M/O Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.

37.3 Notice of Termination

37.3.1 Subject to clause 9, where the Employer wishes to terminate the employment of an M/O Employee, and the M/O Employee has more than six months service with the Employer, the Employer must give the M/O Employee four weeks' notice in writing, or full payment in lieu.

37.3.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay that an M/O Employee would have received by working during the notice period if the M/O Employee's employment had not been terminated.

37.3.3 Subject to clause 9, an M/O Employee must provide the Employer with a minimum of four weeks' notice in writing if the M/O Employee has more than six months service with the Employer.

37.3.4 In addition to the period of notice specified in clause 34.4.1, an M/O Employee 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.

37.3.5 The notice period in this clause and clause 9 do not apply where the M/O Employee is guilty of serious misconduct.

37.4 Hours of work

37.4.1 The normal hours of work for an M/O Employee will be 38 hour per week to be worked as agreed in advance with the M/O Employee and the Employer as well as any changes to daily start and finish times.

37.4.2 The Principal may require an M/O Employee to work hours that are in addition to the normal hours of work on that day, in accordance with the arrangement specified in Schedule 5B.

37.5 Meal Breaks

37.5.1 A period of not less than thirty (30) minutes, not later than five (5) hours after commencing work, will be allowed for a meal break.

37.5.2 An M/O Employee required to work through his or her normal meal break will be paid at the rate of time and half until such time as the M/O Employee receives a meal break of the customary duration.

37.6 Tea Breaks

37.6.1 A tea break of ten (10) minutes duration, to be counted as time worked, will be allowed during the morning and afternoon periods of each working day to each individual M/O Employee at a time to be arranged by the Employer.

37.6.2 The Afternoon tea break provided in clause 37.6.1 will not be taken where the majority of employees agree to forego the break and cease normal work ten (10) minutes earlier each day, or substitute the morning tea break with a twenty (20) minute break rather than a ten (10) minute break.

37.7 Crib Breaks

37.7.1 An M/O Employee working overtime will be allowed a crib break of twenty (20) minutes duration without deduction of pay after each four hours of overtime worked if the M/O Employee continues to work after such a break.

37.7.2 Where the period of overtime is to be for more than one and a half hours an M/O Employee will be allowed a meal break of twenty (20) minutes after ordinary hours before starting overtime. This break will be paid for at ordinary rates.

37.7.3 The Employer and an M/O Employee may agree to any variation of the provisions of 37.7.2 to meet the circumstances of the work in hand provided that the Employer will not be required to make payment in respect of any time allowed in excess of twenty (20) minutes.

Signed for and on behalf of:

Signed for and on behalf of:

Melbourne Girls Grammar – an Anglican school.

ACN: 116 806 163

Principal

Address

Authority to Sign

In the presence of

Witness

The Employees
as represented by

Name in Print

Authority to Sign

Signature

In the presence of

Witness

Melbourne Girls Grammar – an Anglican school Collective Agreement 2009

Schedule 1A – Advancement to Quality Teacher Classification

Advancement to Quality Teacher Level II (QII) Information and Instructions

Instructions for Applicants

- Applications for advancement can only be made on or after the twelve-month anniversary of advancing to Level QI.
- Applications must be submitted on this form only. In normal circumstances the space provided will be sufficient for comment. If there are special circumstances brief additional comment may also be provided.
- The Applicant must meet all 6 key selection criteria.
- The indicators are intended to direct Applicants to the means by which they can demonstrate a criterion has been met. The Applicant need not satisfy each individual indicator. There may also be other indicators by which the Applicant can demonstrate the criteria has been met, particularly in the case of specialist teachers eg. careers teachers, special education and ESL. In order to meet the criteria, Applicants are not required to perform tasks which are outside the expressed or implied terms of the teacher's contract of employment.
- The Applicant should provide supporting statements in dot point form for each criterion. The application will be used as the basis for discussion in the panel meeting.
- The Applicant must list the names and contact details of up to 3 people who are in a position to attest to the Applicant's capacity to meet the criteria.
- The completed original form, plus 3 copies, is to be submitted in a sealed envelope to the Principal via the Head of Staff's office and a copy should be retained by the Applicant.
- The Principal, via the Head of Staff's office, will schedule a panel meeting to deal with the application.
- The Panel will discuss and decide if the Applicant is to obtain QT1. The decision will be on a majority vote. If the vote is tied, the Principal will call in a mediator. If the mediation is unsuccessful, the Principal will make the final decision.
- The Principal, via the Head of Staff's office, will schedule a meeting with the Applicant, at which:
 - the Principal and the Applicant will discuss each criterion;
 - the teacher and the Principal should sign the form to indicate that all criteria have been discussed.
- The Principal will return to the Applicant the completed application form inclusive of the Panel's decision as soon as practicable after the Applicant meeting. A copy shall be retained on the teacher's file.

- If the Applicant is successful, payment will be backdated to February of that year.
- If the Applicant is unsuccessful, they may meet with the Principal to discuss areas for improvement. If further Professional Development is required they can meet with the Head of Staff who will discuss, identify and support their Professional Development needs. The Applicant may apply again in the following school year.

Panel:

Principal, Principal's nominee, Applicant's Nominee and Staff Representative.

Staff Representative:

Four people will be voted for by the staff and will fill the role for 2 years. There will be one person from the Barbara Tolson Centre, one person from Morris Hall and two people from Merton Hall.

Please indicate your nominee for the Panel:

APPLICATION FORM FOR ADVANCEMENT TO QUALITY TEACHER LEVEL II (QII)

Personal Details of Applicant

Name:

Eligibility Date*:

*Eligibility date = 12 month anniversary date of progression to Level QI.

I am applying for advancement to Quality Teacher Level II (QII). I believe I meet the criteria for Level QII as listed below:

- Demonstrated knowledge of and support for the distinctive ethos of MGGS;
- Demonstrated high level of knowledge of relevant curriculum areas, high level classroom teaching skills and a capacity to improve student learning;
- Significant contribution to the development, implementation and evaluation of curriculum programs and policies of MGGS and demonstrated capacity to respond at the School level to initiatives that enhance student learning;
- Demonstrated commitment to ongoing professional learning and demonstrated capacity to model excellent teaching skills;
- High level communication and inter personal skills when relating to students, parents and colleagues;
- Demonstrated productive contribution to the future of MGGS.

Signature of Teacher (Applicant):

Date:

Note: the date of application must be on or after the eligibility date.

Our Mission

Melbourne Girls Grammar is a Christian School within the Anglican tradition offering a contemporary education with a strong academic focus, wherein each girl can maximise her potential, achieve personal excellence and develop the skills and confidence to take charge of her future in a socially responsible manner.

Through professional and committed staff and financially sound management, with the support of our School community, we aim to provide the best learning and teaching environment through continuous improvement.

KEY SELECTION CRITERIA AND INDICATORS FOR QUALITY TEACHER LEVEL II (QII)

Criterion 1:

Demonstrated knowledge of and support for the distinctive ethos of MGGS.

Possible Indicators:

- Demonstrates the acceptance of, support and promotion of the values of MGGS as a Christian School within the Anglican tradition;
- Incorporates these values into behaviour and interaction with students, parents and staff;
- Establishes a learning environment that is interesting, challenging, purposeful, safe, supportive, positive, enjoyable and which fosters co-operation and collaboration, independence, responsibility, negotiation and creativity;
- Models qualities of democratic citizenship and reflects a commitment to Australia's cultural diversity within the classroom and beyond;
- Demonstrates knowledge of, and commitment to the theory and practice of the education of girls;
- Other indicators.

Teacher's Supporting Statements

Comments of Principal or Panel Members

Criterion 2:

Demonstrated high level of knowledge of relevant curriculum areas, high level classroom teaching skills and a capacity to improve student learning.

Possible Indicators:

- Maintains comprehensive and current knowledge of exemplary practice in teaching techniques relevant to the curriculum area(s) and students taught;
- Demonstrates high level of knowledge of relevant curriculum area(s) in order to teach effectively;
- Consistently and highly effectively:
 - plans lessons and sequences of lessons to meet students' individual learning needs;
 - uses a range of appropriate strategies for teaching and classroom management;
 - uses information about prior attainment to set well-grounded expectations for students and monitors progress to give clear and constructive feedback;
- Challenges and supports all student to do their best by:
 - inspiring trust and confidence;
 - building team commitment with colleagues in the classroom;
 - engaging and motivating students;
 - reflecting on personal teaching practice;
 - taking positive steps to improve the quality of students' learning showing awareness of individual needs, interests and capacities;
 - negotiation used as a teaching strategy;
- Critiques in an ongoing way the impact of their teaching and professional values upon students, colleagues and others in the wider community;
- Is adept in the creative use of multi-media teaching, learning and information technologies;
- Acts as reflective practitioner exemplifying the qualities they seek to inspire in their students, including intellectual curiosity and rigour, tolerance, fairness, common sense, self-confidence, respect for self and others, appreciation of diversity and acknowledgement of cultural difference;
- Other Indicators.

Teacher's Supporting Statements

Comments of Principal or Panel Members

Criterion 3:

Significant contribution to the development, implementation and evaluation of curriculum programs and policies of MGGS and demonstrated capacity to respond at the School level to initiatives that enhance student learning.

Possible Indicators:

- Makes significant contribution to curriculum program and policy developments within the School;
- Demonstrates high level knowledge and understanding of Government and MGGS policies that are relevant and which are incorporated as appropriate into teaching;
- Makes significant contribution to school policy/program review;
- Demonstrates high level knowledge and understanding of the School Plan/Mission and effective implementation as appropriate;
- Monitors the grades of student learning not just for assessment, but as a means of judging the effectiveness of their own teaching;
- Provides regular accurate feedback to students on their progress;
- Demonstrated commitment to the compulsory Camp Program Yr3 to Yr9 linked to these teaching areas;
- Demonstrated commitment to the rich co-curricular life of the School: Drama Debating, Public Speaking, Community Problem Solving, Sport etc.;
- Other Indicators

Teaching's Supporting Statements

Comments of Principal or Panel Members

Criterion 4:

Demonstrated commitment to ongoing professional learning and demonstrated capacity to model excellent teaching skills.

Possible Indicators:

- Takes responsibility for and is committed to personal ongoing professional development and uses the outcomes to improve personal teaching and students' learning;
- Participates in team professional development sessions;
- Models excellent teaching skills based on a broad, deep and critically aware intellectual mastery of the content, discourses, and values associated with disciplines from which the subject (or curriculum areas) derives and applied creativity with perseverance;
- Exercises educational leadership;
- Demonstrates a commitment to the supervision, and counselling of student teachers;
- Attendance at, and participation in staff meetings set down for the sub school to which the teacher is linked, and General Staff Meetings;
- Writes for professional publications;
- Participates in professional groups;
- Commits to the duties associated with teaching in a positive way: yard duties, adherence to deadlines etc.;
- Demonstrates preparedness to act as a mentor to other staff;
- Shares knowledge among colleagues on effective teaching and learning strategies;
- Treats all students justly and equitably;
- Other Indicators.

Teacher's Supporting Statements

Comments of Principal or Panel members

Criterion 5:

High Level communication and interpersonal skills when relating to students, parents and colleagues

Possible Indicators:

- Demonstrates high level communication skills, both written and oral, including sensitivity to the needs of others, and the use of appropriate communication approaches and accurate and informative reports to parents;
- Models behaviour which leads to positive and constructive team work;
- Positively articulates education beliefs, learning programs, teaching practices;
- Demonstrates effective conflict resolution;
- Maintains positive interaction with students, parents and staff including outstanding rapport and empathy with students;
- Incorporates School values into behaviour and interaction with students, parents and staff;
- Demonstrates commitment to taking a role in leading and managing tasks in a collaborative way;
- Demonstrates that what is taught is inextricably linked to how one teaches and whom one teaches;
- Other Indicators.

Teacher's Supporting Statements

Comments of Principal or Panel members

Criterion 6:

Demonstrated productive contribution to the future of MGGS

Possible Indicators:

- Actively enhances staff morale;
- Actively contributes to the Professional Development of colleagues;
- Promotes MGGS in the community;
- Works co-operatively with colleagues, parents and students relationships to develop a supportive School;
- Is responsive to emerging educational needs and priorities at the School level;
- Works to improve relationships in the school community;
- Works to inspire staff/students/parents;
- Promotes the education of parents;
- Other Indicators.

Teacher's Supporting Statements

Comments of Principal or Panel Members

REFEREES

Name Contact

- 1.
- 2.
- 3.

On completion of the meeting between the Applicant and the Principal or Principal's Nominee, both should sign to indicate that all criteria has been discussed.

The signatures of the parties to not necessarily indicate agreement with the comments made in the document.

Signature of Applicant:

Date:

Signature of Principal or Principal's Nominee:

Date:

PRINCIPAL'S DECISION

Quality Teacher Level II
Approved

Quality Teacher Level II
Refused

PRINCIPAL'S COMMENTS

Where Quality Teacher Level II is refused the principal must list the reason(s)

Signature of Principal:

Date:

**Melbourne Girls Grammar – an Anglican school
Collective Agreement 2009**

Schedule 1B – Teacher Rates of Pay

1B.1 Annual Salary

1B.1.1 A Teacher will be paid not less than the rate of pay relevant to the Teacher's classification.

Teacher Classification	2008	2009	2010	2011
QII	74,153	82,310	85,602	89,026
QI	71,633	79,513	82,693	86,001
12	68,829	72,270	75,884	79,678
11	66,514	69,840	73,332	76,998
10	64,205	67,415	70,786	74,325
9	61,888	64,982	68,232	71,643
8	59,573	62,552	65,679	68,963
7	57,264	60,127	64,637	67,869
6	54,941	57,688	62,015	65,115
5	52,634	55,266	58,029	60,930
Responsibility Allowance Increase		4%	4%	4%

1B.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

1B.1.3 Progression to Quality Teacher Level II (QII) takes place upon the satisfactory completion of Accreditation Criteria.

1B.1.4 Until a Teacher reaches Level QI, providing a Teacher has a minimum load of 40%, an automatic progression to the next level occurs after completion of 12 months service at each level on the 1 February each year. Where a teacher's load is less than 40%, the Teacher must complete 24 months' service at each level until progressing to the next.

1B.1.5 The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

1B.2 Casual rate of pay

The rates of pay for a casual teacher are as follows:

	2008	2009	2010	2011
Full Day Rate	228	244	250	260
Half Day Rate	114	122	125	130

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Schedule 2A – School Assistant Classification Structure

2A.1 Classifying school assistants

2A.1.1 Positions for ancillary staff employed in libraries, laboratories and on audio-visual duties, and as teacher aides will be classified in accordance with the following criteria.

2A.1.2 With the exception of Grade 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as “typical” at each of the grades. A position need not involve all the duties listed as “typical” of the grade nor are the typical duties the only ones which may be required.

2A.1.3 Upon engagement, the Employer will inform a School Assistant of the classification grade and the rate of pay applying to that classification.

2A.2 Grade 1

2A.2.1 Positions

Positions for which qualifications are not required:

- teacher aide, including an early childhood assistant
- library assistant
- laboratory assistant
- audio visual assistant

2A.2.2 Characteristics

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

2A.2.3 Typical duties

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

2A.2.3(a) Library assistant:

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

- processing books (marking, covering, repairing and shelving)
- sorting catalogue cards
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material

- assisting with circulation systems
- following up overdue loans
- general typing and photocopying

2A.2.3(b) Audio-visual assistant

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

2A.2.3(c) Laboratory assistant

Routine tasks including:

- simple maintenance of equipment and materials
- care of fauna and flora
- setting up less complex experiments such as are typically conducted at years 7-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

2A3.2.3(d) Teacher aide

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

- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities eg. pupil records, collections etc
- collect and distribute stock and equipment
- assist teachers with care of children on School excursions, sports days, and other out of classroom activities.

2A.3 Grade 1A

2A.3.1 Characteristics

Positions, the occupants of which are required by the Employer to undertake a relevant post-secondary course of study.

2A.3.2 Positions

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

2A.4 Grade 2

Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification, but could also be gained from on the job relevant experience considered equivalent by the Employer.

2A.4.1 Positions

- library technician
- laboratory technician
- audio-visual technician

2A.4.2 Characteristics

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

2A.4.3 Typical duties

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

2A.4.3(a) Library technician

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

- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- under direction, assist teaching staff to take story groups
- searching and identifying fairly complex bibliographic material
- simple copy cataloguing
- filing catalogue cards
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

2A.4.3(b) Audio-visual technician

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

- operating and maintaining a wide range of equipment
- demonstrating and explaining the operation of equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc

- evaluating and making recommendations for purchase

2A.4.3(c) Laboratory technician

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

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

2A.5 Grade 3

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

2A.5.1 Positions

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

2A.5.2 Characteristics

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

2A.5.3 Typical duties

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

2A.5.3(a) Senior library technician/librarian

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

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems

- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- in-charge of an identifiable functional unit (eg. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

2A.5.3(b) Senior A/V technician/laboratory manager

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

- production of resource material, e.g., multi media kits, video and film clips
- teaching skills to teachers and individual students
- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

2A.5.3(c) Senior laboratory technician/laboratory manager

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

- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

12A.6 Grade 4

Characteristics and duties as for Grade 3, but must be directly supervising at least two full-time Employees or at least three Employees if any of the Employees are part-time.

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Schedule 2B – Rates of Pay for School Assistants with School Holidays

2B.1 A Full Time School Assistant entitled to School Holidays will be paid not less than the following annual salary, which includes leave loading, relevant to the School Assistant's classification.

Grade	2008	2009	2010	2011
1/1	30,509	31,729	32,999	34,318
1/2	31,433	32,690	33,998	35,358
1/3	32,380	33,675	35,022	36,423
1/4	33,255	34,585	35,969	37,407
1/5	34,210	35,578	37,002	38,482
1a/1	35,250	36,660	38,126	39,651
1a/2	36,098	37,542	39,044	40,605
2/1	36,098	37,542	39,044	40,605
2/2	36,774	38,245	39,775	41,366
2/3	37,975	39,494	41,074	42,717
2/4	38,915	40,472	42,090	43,774
2/5	39,863	41,458	43,116	44,840
2/6	40,803	42,435	44,133	45,898
3/1	40,803	42,435	44,133	45,898
3/2	42,040	43,722	45,470	47,289
3/3	43,074	44,797	46,589	48,452
3/4	44,210	45,978	47,818	49,730
3/5	45,209	47,017	48,898	50,854
3/6	46,469	48,328	50,261	52,271
4/1	44,210	45,978	47,818	49,730
4/2	45,336	47,149	49,035	50,997
4/3	46,469	48,328	50,261	52,271
4/4	47,607	49,511	51,492	53,551
4/5	48,741	50,691	52,718	54,827
4/6	49,871	51,866	53,940	56,098

2B.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

2B.1.3 The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

2B.2 Casual Rate of Pay

2B.2.1 A Casual School Assistant will be paid the hourly rate of pay appropriate for the class of work performed plus a loading of 25%.

2B.2.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this agreement to annual leave or School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave), paid compassionate leave and paid parental allowance.

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 annual salary is calculated using the following formula:

$$\frac{\text{Total Hours Employed Per week}}{38} \times \text{Appropriate Full Time Annual Salary}$$

2B.4 Incremental advancement

Advancement to the next increment within the appropriate Grade will take place on 1 February of each year. A School Assistant employed for 40 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

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Schedule 2C – Rates of Pay for School Assistants with Annual Leave

2C.1 A Full Time School Assistant entitled to Annual Leave will be paid not less than the following annual salary, which includes leave loading, relevant to the School Assistant's classification.

Grade	2008	2009	2010	2011
1/1	33,004	34,324	35,697	37,125
1/2	34,005	35,365	36,780	38,251
1/3	35,042	36,444	37,901	39,417
1/4	36,016	37,457	38,955	40,513
1/5	37,064	38,547	40,088	41,692
1a/1	38,192	39,720	41,308	42,961
1a/2	39,102	40,666	42,293	43,984
2/1	39,102	40,666	42,293	43,984
2/2	40,122	41,727	43,396	45,132
2/3	41,136	42,781	44,493	46,272
2/4	42,160	43,846	45,600	47,424
2/5	43,180	44,907	46,703	48,572
2/6	44,202	45,970	47,809	49,721
3/1	44,202	45,970	47,809	49,721
3/2	45,425	47,242	49,132	51,097
3/3	46,661	48,527	50,469	52,487
3/4	47,894	49,810	51,802	53,874
3/5	49,118	51,083	53,126	55,251
3/6	50,344	52,358	54,452	56,630
4/1	47,898	49,814	51,806	53,879
4/2	49,118	51,083	53,126	55,251
4/3	50,344	52,358	54,452	56,630
4/4	51,575	53,638	55,784	58,015
4/5	52,803	54,915	57,112	59,396
4/6	54,028	56,189	58,437	60,774

2C.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

2C.1.3 The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

2C.2 Casual Rate of Pay

2C.2.1 A Casual School Assistant will be paid the hourly rate of pay appropriate for the class of work performed plus a loading of 25%.

2C.2.2 The 25% 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), paid compassionate leave and paid parental allowance.

2C.3 Part Time Salary

A Part Time School Assistant will be paid per hour worked an amount not less than $\frac{1}{38}$ th of the weekly rate of pay appropriate to the Clerical Employee's classification.

2C.4 Incremental advancement

Advancement to the next increment within the appropriate Grade will take place on 1 February of each year. A School Assistant employed for 40 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

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Schedule 3A – Rates of Pay for Clerical Employees

3A.1 Annual Salary

3A.1.1 A Full Time Clerical Employee will be paid not less than the following annual salary, including leave loading, relevant to the Clerical Employee's classification.

Grade	2008	2009	2010	2011
Junior Under 17 years 80% of full-time adult Category 1	19,394	20,170	20,977	21,816
Junior at 17 years 60% of full-time adult Category 1	23,272	24,203	25,171	26,178
Junior at 18 years 70% of full-time adult Category 1	27,150	28,236	29,365	30,540
Junior at 19 years 80% of full-time adult Category 1	31,030	32,271	33,562	34,905
Junior at 20 years 90% of full-time adult Category 1	34,908	36,304	37,756	39,267
Category 1	38,787	40,338	41,952	43,630
Category 2	43,377	45,112	46,917	48,793
Category 3	46,704	48,572	50,515	52,536
Category 4	54,049	56,211	58,459	60,798
Category 5	60,245	62,655	65,161	67,767
Category 6	68,507	71,247	74,097	77,061

3A.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

3A.1.3 Clerical employees may request their Manager and/or the Principal for a salary review.

3A.2 Weekly Salary

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

3A.3 Part Time Salary

A Part Time Clerical Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the Clerical Employee's classification.

3A.4 Casual Rate of Pay

3A.4.1 A Casual Clerical Employee is paid per hour worked an amount not less than $1/38^{\text{th}}$ of the weekly rate of pay appropriate to the class of work performed plus 25%.

3A.4.2 The 25% 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), paid compassionate leave and paid parental allowance.

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Schedule 3B – Clerical Employee Classification Structure

A Clerical Employee needs to satisfy the full content of each Category in this Schedule with a clear demonstration of this competence for consideration for advancement to the next Category. Nil or part attainment of a Category in this Schedule will not be considered for advancement to the next Category.

Category 1	Category 2	Category 3	Category 4	Category 5	Category 6
Summary					
Limited to wide range of tasks. No skill required. Limited autonomy.	Wide range of tasks. Some via qualifications or experience. Routine supervision. May supervise Category 1 employees.	Wide range of tasks. Higher level of skill than Category 2. Little direction. May supervise Category 1 to 2 employees.	Supports senior administrator or manages specific function. Higher level of skill than Category 3. Little direction. May supervise Category 1 to 3 employees.	Supervision or coordination of services or manages operational strategies under general direction. Supervises employees.	Administers a range of services within the School. Determines strategies under general direction. Supervises employees.
Qualifications					
Employee is not required to have a formal qualification. As the employer provides relevant on-the-job training, this position does not require specific skills, prior experience or prior training.	Employee is required to undertake duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate/diploma or equivalent or from on-the-job experience considered relevant by	Employee, in addition to the knowledge and skills required at Category 2, is required to undertake duties needing additional experience or knowledge such as may be gained by the completion of a relevant three-year post-secondary qualification or from on-the-job	Employee, in addition to the knowledge and skills required at Category 3, is required to undertake duties requiring additional experience or knowledge either as a result of qualifications or experience or both.	Employee requires knowledge of the operations of the work area and the operative procedures and guidelines. Employee has the skills required to do the job either as a result of qualifications or experience or both.	Employee requires specialist, professional and/or technical knowledge, understanding and expertise related to the tasks of the work area. Employee has the skills required to do the job either as a result of qualifications or

	the employer.	experience considered relevant by the employer.			experience or both.
General Work Description/ Complexity					
<p>With specific direction, the Employee is required to perform a variety of basic administrative functions, with a limited range of skills.</p> <p>Work involves the application of established principles, practices and procedures, is generally repetitive and requires a methodical approach.</p> <p>The Employee will be required to exercise minimal multi-tasking, responsibility, initiative or autonomy.</p>	<p>With direction, the Employee is required to perform a wide variety of administrative functions, with a range of skills. Work involves the application of established principles, practices and procedures, is generally repetitive and requires a methodical approach.</p> <p>The Employee will be required to exercise a degree of multi-tasking, responsibility, initiative and autonomy.</p>	<p>Under general direction, the Employee, in addition to the knowledge and skills required at Category 2, is required to undertake duties needing additional experience or knowledge. Work involves a number of variables which may complicate the application of established principles, practices and procedures. Positions at this category may, under general direction, assist with the coordination of support services.</p> <p>The Employee is required to exercise significant multi-tasking, responsibility, initiative and autonomy.</p>	<p>The Employee is required to undertake duties similar to those of previous categories which involve more complex issues. Is fully competent and very experienced in a technical sense and requires little guidance during the performance of work.</p> <p>The Employee will be required to exhibit a high level of decision making, initiative, autonomy, responsibility and accountability. Positions at this category may, under limited direction, coordinate support services. If in a support position to a senior manager an Employee at this category would generally be required</p>	<p>An Employee would be appointed to this category where there is a requirement to manage a functional or team responsibility.</p> <p>The Employee is fully competent in a professional sense and requires no guidance during the performance of work.</p> <p>The Employee must display a high level of responsibility and accountability and exercise a significant range of specialist skills. They must have the capacity to think and work independently, make important administrative decisions and to initiate and advise on policy.</p> <p>The Employee would</p>	<p>Employee at this category, under general direction, will be required to administer the finance, personnel, administration, buildings and equipment resources of the education institution.</p> <p>Employee may be responsible for the day to day management, supervision and co-ordination of administrative support staff.</p> <p>Employee will provide high level administrative and management support to the senior management.</p> <p>Business management becomes a key aspect in this category.</p>

			to manage a specific support role.	be responsible for providing key support and advice to senior management.	Co-ordination of support functions with a view to ensuring the most efficient use of resources and broad objectives of the School are attained. Positions at this category could involve a single functional area providing it was of a highly specialised and expert level.
Supervision/ Direction Received					
The Employee at this category receives direct supervision. Receives specific instructions on what is required, how it is to be performed and the required timeframe. The work performed is subject to regular progress checks.	The Employee at this category receives general supervision. Receives broad instructions on what is required, how it is to be performed and the required timeframe. The work performed is subject to occasional progress checks and tasks are reviewed on completion.	The Employee at this category receives little supervision. Receives general direction and instruction on what outcomes are to be achieved and the required timeframe. The work performed is subject to occasional progress checks, usually confined to the unusual or difficult aspects. Tasks are reviewed on completion.	The Employee at this category is not subject to supervision. The Employee at this category receives limited direction, normally comprising a clear statement of objectives. Work is usually measured in terms of the achievement of stated objectives.	The Employee at this category receives limited direction, normally comprising a clear statement of objectives. Has responsibility and broad ranging accountability for the structure, management and output of the work of others. Work is usually measured in terms of the achievement of stated objectives.	The Employee is provided with some direction on targets and goals by the Principal or Principal's delegate. The Employee will have some latitude in determining how the targets and goals are achieved, which would generally be limited by the standard procedures and policies. The Principal or Principal's delegate may intervene in relation to the determination of

					priorities, deadlines and operating strategies.
Supervision Direction Provided					
An Employee at this category does not supervise other Employees or students.	An Employee at this category does not supervise other Employees or students.	An Employee at this category may be expected to provide functional supervision to other Employees from categories 1 and 2. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.	An Employee at this category may be expected to provide functional supervision to other Employees from categories 1, 2 and 3. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.	An Employee at this category may be expected to provide functional management and supervision to other Employees from categories 1, 2, 3 & 4. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.	An Employee at this category may be expected to provide functional management supervision and co-ordination to other Employees from categories 1, 2, 3, 4 and 5.
Communication – Written/Verbal/ Interpersonal					
Primarily in contact with supervisor, co-workers and peers within the School. Is able to communicate information effectively and courteously.	Is able to communicate information effectively and courteously.	Communicates effectively and influentially in order for the team to achieve its objectives.	Communicates effectively and influentially and resolves issues in order for the team to achieve School objectives.	Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages,	In addition to the knowledge and skills required at Category 5, the Employee is required to provide authoritative advice in relation to those

				empowers and supports team members to participate in decision making processes. Provides appropriate feedback and maintains team commitment.	reports and administrative policy and issues within the School.
Indicative Duties Administrative Services					
Undertake clerical and administrative duties involving routine office procedures eg: basic photocopying; collecting/sorting mail collating; basic keyboard/data entry duties; communicating information in accordance with policies and procedures.	Provide general reception, clerical, keyboard and office administrative support eg: responding to enquiries – referring on as appropriate; extracting data from school systems; maintaining and updating office systems and administration records; assist in the completion of administrative reports or processes.	Provide administrative support to management eg: developing and maintaining filing system; utilisation of computer systems; coordinating schedules responding to the needs of students; manage work priorities in consultation with manager/team leader.	Provide administrative support to senior management eg: managing complex administrative systems, School calendar, database, student/school records; determine and manage priorities of a department updating administrative office procedures and policies; co-ordinating complex schedules, interviews and events.	Provide administrative support to the Principal, Deputy Principal eg: management of a functional responsibility eg HR; management of a corporate services team, their work processes and professional learning; undertake a significant role in the selection and hiring of Employees; final proof of official School documents or correspondence.	In addition to the knowledge and skills required at Category 5, the Employee is required to provide high level administrative and management support to the senior management. This will include ensuring all records are accurately maintained and that senior management are provided with all relevant reports such as: Council Reports; Budgets; Statistical Reports and provide authoritative advice in relation to those

					<p>reports and administrative policy and issues within the School.</p> <p>The Employee will be involved and liaise with external associations such as ASBA, AISV, AHRI or related government agencies.</p> <p>The Employee may be Required to undertake investigations, provide draft responses to correspondence. Co-ordination of staff undertaking these tasks may also be required.</p>
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**Schedule 4A – Rates of Pay for Early Learning Centre Assistants with
School Holidays**

4A.1 Annual Salary

4A.1.1 A Full time ELC Assistant entitled to School Holidays will be paid not less than the annual rate of pay specified for the ELC Assistant's classification.

Grade	2008	2009	2010	2011
1/1	30,509	31,729	32,999	34,318
1/2	31,433	32,690	33,998	35,358
1/3	32,380	33,675	35,022	36,423
1/4	33,255	34,585	35,969	37,407
1/5	34,210	35,578	37,002	38,482
1/6	35,250	36,660	38,126	39,651
1/7	36,098	37,542	39,044	40,605
2/1	36,098	37,542	39,044	40,605
2/2	36,774	38,245	39,775	41,366
2/3	37,975	39,494	41,074	42,717
2/4	38,915	40,472	42,090	43,774
2/5	39,863	41,458	43,116	44,840
2/6	40,803	42,435	44,133	45,898
3/1	40,803	42,435	44,133	45,898
3/2	42,040	43,722	45,470	47,289
3/3	43,074	44,797	46,589	48,452
3/4	44,210	45,978	47,818	49,730
3/5	45,209	47,017	48,898	50,854
3/6	46,469	48,328	50,261	52,271
4/1	44,210	45,978	47,818	49,730
4/2	45,336	47,149	49,035	50,997
4/3	46,469	48,328	50,261	52,271
4/4	47,607	49,511	51,492	53,551
4/5	48,741	50,691	52,718	54,827
4/6	49,871	51,866	53,940	56,098

4A.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

4A.2 Part time Salary

A Part Time ELC Assistant is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the ELC Assistant's classification.

4A.3 Casual Rate of Pay

4A.3.1 A Casual ELC Assistant will be paid the hourly rate of pay appropriate for the class of work performed plus a loading of 25%.

4A.3.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave), paid compassionate leave and paid parental allowance.

4A.4 Junior Rates of Pay

4A.4.1 A Full Time Junior ELC Assistant will be paid not less than the following percentage of the full-time salary for the position and years of experience.

Junior Employees	Percentage of Adult Rate at Level 1
16 years of age or under	50
17 years of age or under	60
18 years of age or under	70
19 years of age or under	80
20 years of age or under	90

4A.4.2 A Part Time Junior ELC Assistant will be paid for all ordinary hours worked at the rate of pay that a Full Time Junior ELC Assistant at the same age would be paid.

4A.4.3 A Casual Junior ELC Assistant will be paid for all hours at 1/38th of the weekly rate of pay that a Full Time Junior ELC Assistant at the same age would be paid, plus an additional loading of 25 per cent.

4A.4.4 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave), paid compassionate leave and paid parental allowance.

4A.5 Additional Hours

4A.5.1 All work completed outside the ordinary spread of hours shall be paid at the rate of time and a half for the first two hours and double time thereafter.

4A.5.2 For the purpose of computing additional hours, each day's work stands alone.

4A.5.3 Payment for additional hours will not be made where an ELC Assistant has not obtained prior approval from the Director of Early Childhood , Business Manager or Principal.

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**Schedule 4B – Early Learning Centre Assistants Classification
Structure**

Level 1

To have a comprehensive knowledge of the *Children's Services Regulations* 1998 (Vic.) and the *Children's Services Act* 1996 (Vic.) and successor legislation and adhere to requirements at all times but for which qualifications, such as an Early Learning Unqualified Assistant qualification, are not held.

To have a good understanding of the policies and procedures of the employer and assist in their implementation. To have the ability to take direction.

Routine tasks include:

- To be responsive to the needs of children and families in the early learning environment;
- To assist in the implementation of a creative educational program which engages children;
- To support the learning and development of children as they participate in the program;
- To show care, respect and a commitment to confidentiality in all interactions with children, employees and families;
- To work in ways which ensure the health, safety and well being of children; and
- To assist in observing children's needs and interests, and to contribute to planning.

Under direct supervision:

- Assist in the implementation of the daily routine
- Have a good understanding of and participate when required in emergency procedures.
- Assist with the preparation, general cleanliness (non-industrial) and cleaning up and packing away of activities.
- Attend to the physical, social and emotional needs of children on an individual and group basis.
- Achieve a warm and friendly relationship with children that is supportive and responsive to their needs.
- Assist in developing good relations with families attending the service.
- Work positively and appropriately with all staff and parents, individual committee members and the employer in the provision of services.

Level 2

Under general supervision, to undertake all tasks of preceding level as required plus:

- Complete routine tasks and activities without constant direction.
- To have an understanding of and contribute to the development and implementation of the program planned for the children.
- To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

Level 3

This level would have experience or knowledge gained by completion of a relevant post secondary certificate or associate diploma qualification. Under limited supervision, to undertake all tasks of preceding levels as required plus:

- Undertake general observation of children, and report findings to the kindergarten teacher as appropriate.
- Assist in working with individuals and small groups of children, both spontaneous and organized.
- Encourage parents to participate in the program and the service's activities.
- To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.
- Foster play and cognitive development in children.
- Work with individual children and with both small and large groups of children.
- Assist in taking observations of children.
- To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

Level 4

This level would have experience or knowledge gained by completion of a relevant post secondary certificate or associate diploma qualification. Under occasional supervision, to undertake all tasks of preceding levels as required plus:

- Undertake written observations of children as required.
- Liaise, under direction with parents around issues concerning their individual children and general kindergarten matters as required.
- To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.
- Undertake detailed written observations of children as required.
- Use observations and records to actively assist in the development and implementation of aspects of the program as required.
- To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

Progression between levels

- Progression from one level to the next within a classification is subject to an Early Learning Assistant meeting the following criteria:
 - competency at the existing level;
 - twelve months experience at that level and in-service training as required;
 - demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.
- Where an employee is deemed not to have met the requisite competency at their existing level at the time of appraisal, his/her Incremental progression may be deferred for periods of three months at a time provided that:
 - the employee is notified in writing as to the reasons for the deferral;
 - the employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher competency level;
 - following any deferral, the employee is provided with the necessary training in order to advance to the next level.
- Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the employee to have met the requirements under 6.2.1 above, any increase in wage rates will be back paid to the twelve month anniversary date of the previous incremental progression.

- Incremental progression to the next pay point level may be accelerated if:
 - an employee has achieved competency at his/her existing level;
 - has demonstrated an ability to acquire the skills necessary to progress to the next pay point level prior to the completion of twelve months at his/her existing level.
- Either the employer or the employee may seek to implement accelerated advancement. It is the employer's responsibility to determine whether the accelerated advancement is appropriate.

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Schedule 5A – Rates of Pay for Maintenance and Outdoor Employees

5A.1 Annual Salary

5A.1.1 A Full Time M/O Employee will be paid not less than the following annual salary, including leave loading, relevant to the M/O Employee's classification.

Grade	2008	2009	2010	2011
Category 1A Maintenance & Horticulture employee	32,000	33,280	34,611	35,996
Category 1B Maintenance & Horticulture employee	35,000	36,400	37,856	39,370
Category 2 Tradesperson	37,000	38,480	40,019	41,620
Category 3A Management Employee	45,000	46,800	48,672	50,619
Category 3B Management Employee	50,000	52,000	54,080	56,243

5A.1.2 The rates are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

5A.2 Weekly Salary

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

5A.3 Part Time Salary

A Part Time M/O Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the M/O Employee's classification.

5A.4 Casual Rate of Pay

5A.4.1 A Casual M/O Employee is paid per hour worked an amount of not less than 1/38th of the weekly rate of pay appropriate to the class of work performed plus a loading of 25%.

5A.4.2 The 25% 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), paid compassionate leave and paid parental allowance.

5A.5 Additional Hours

5A.5.1 All work completed outside the ordinary spread of hours shall be paid at the rate of time and a half for the first two hours and double time thereafter.

5A.5.2 For the purpose of computing additional hours, each day's work stands alone.

5A.5.3 Payment for additional hours will not be made where a Maintenance and Outdoor Employee has not obtained prior approval from the Property Manager, Business Manager or Principal.

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**Schedule 5B – Maintenance and Outdoor Employee Classification
Structure**

Category 1A – Maintenance & Horticulture Employee

An employee at this level undertakes one or more of the following duties:

- Works under direct supervision either individually or in a team environment;
- Gardening duties including the planting and trimming of trees, sewing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns, and displays;
- Removes cuttings, rakes leaves, cleans/empties litter bins, cleans gutters/drains/culverts;
- Performs routine maintenance of turf, synthetic, artificial and other play surfaces;
- Performs non-trade tasks incidental to his or her work.

Category 1B – Maintenance & Horticulture Employee

An employee at this level undertakes one or more of the following duties:

- Operates, maintains and adjusts turf machinery under general supervision;
- Cleans machinery and inspects machinery after each use under general supervision;
- Applies fertilisers, fungicides, herbicides and insecticides under general supervision;
- Gardening duties including the planting and trimming of trees, sewing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns and displays;
- Removes cuttings, rakes leaves, cleans/empties litter bins, cleans gutters/drains/culverts;
- Performs routine maintenance of turf, synthetic, artificial and other play surfaces; or
- Performs tasks incidental to his or her work.

Category 2 - Tradesperson

An employee at this level has completed trade or equivalent qualifications and undertakes one or more of the following duties (including non-trade tasks incidental to his or her work):

- Operates, maintains and adjusts turf machinery as appropriate;
- Cleans machinery and inspects machinery after each use, reporting any problems to the Management Employee;
- Applies fertilisers, fungicides, herbicides and insecticides as directed by a Turf Management Employee;
- Prepares turf, synthetic, artificial and other surfaces for play;
- Maintenance and repair of vehicles and/or motor engines;

- Repair and minor renovation work involving carpentry and/or painting and/or welding;
- Formation and maintenance of all gardens, lawns and greens;
- The planting, maintenance and care of trees.

Category 3A – Management Employee

An employee appointed to this level reports directly to either Management or Category 3B Management Employee as appropriate and undertakes three or more of the following duties:

- Responsible for supervision of all staff involved in daily course maintenance;
- Responsible for planning, scheduling and supervision of all aspects of turf maintenance;
- Supervises and participates in the operation and maintenance of pumps, irrigation equipment and drainage systems;
- Instructs operators in the safe and efficient operation of all equipment associated with turf maintenance;
- Supervises the majority of chemical and fertiliser applications and undertakes the appropriate training of operators in this field;
- Allocates specific daily duties having regard to the Superintendent's work program; or
- Undertakes the duties of the Turf Management Employee Level 2 in his or her absence.

Category 3B – Management Employee

An employee appointed to this level reports directly to Management and undertakes three or more of the following duties:

- Responsible for implementation all major turf projects for the facility according to Course Architects design.
- Responsible for the development of an annual work program for all outdoor staff that incorporates both further development and continued maintenance.
- Responsible for supervision of all outdoor staff.
- Responsible for the operation and maintenance of all turf equipment.
- Responsible for all Occupational Health & Safety management in Outdoors area.
- Responsible for purchasing within the limits imposed by the Club policy and the definition of the budget.
- Responsible for ensuring that all administrative systems are complied with by the staff under his or her direction.

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Schedule 6A – Rates of Pay for Information Technology Employees

6A.1 Annual Salary

6A.1.1 A Full Time Information Technology Employee will be paid not less than the following annual salary, including leave loading, relevant to the Information Technology Employee's classification.

Grade	2008	2009	2010	2011
Category 1A Graduate IT Employee (3 yr course)	38,787	40,338	41,952	43,630
Category 1B Graduate IT Employee (4 or 5yr course)	43,377	45,112	46,917	48,793
Category 2 Experienced IT Employee	46,704	48,572	50,515	52,536
Category 3 Professional IT Employee	54,049	56,211	58,459	60,798
Category 4 Professional IT Employee	60,245	62,655	65,161	67,767

6A.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

6A.1.3 Information Technology Employees may request their Manager and/or the Principal for a salary review.

6A.2 Weekly Salary

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

6A.3 Part Time Salary

A Part Time Information Technology Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the Information Technology Employee's classification.

6A.4 Casual Rate of Pay

6A.4.1 A Casual Information Technology Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the class of work performed plus 25%.

6A.4.2 The 25% 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), paid compassionate leave and paid parental allowance.

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**Schedule 6B – Information Technology Employee Classification
Structure**

Category 1A – Graduate Information Technology Employee (3 Year Course)

Graduate Information Technology Employee (3 Year Course) shall mean a person who:

- holds a University Degree with an Information Technology Major (three year course) accredited by the Australian Computer Society at professional level; or
- has sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.

An employee at this level undertakes initial professional tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

- Under supervision from higher level Professional Information Technology Employees as to method of approach and requirements, the employee performs normal professional work and exercises individual judgement and initiative in the application of principles, techniques and methods.
- In assisting more senior Professional Information Technology Employees by carrying out tasks requiring accuracy and adherence to prescribed methods of professional information technology analysis, design or computation, the employee draws upon advanced techniques and methods learned during and after the undergraduate course.
- Training, development and experience using a variety of standard procedures, enable the employee to develop increasing professional judgement and apply it progressively to more difficult tasks at Category 1B.
- Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.
- Work is reviewed by higher level Professional Information Technology Employees for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the employee progressively exercises more individual judgement until the level of competence at Category 1B is achieved.

**Category 1B – Graduate Information Technology Employee
(4 or 5 Year Course)**

Graduate Information Technology Employee (4 or 5 Year Course) shall mean a person who:

- holds a University Degree with an Information Technology Major (four or five year course) accredited by the Australian Computer Society at professional level; or
- has sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.

An employee at this level undertakes initial professional tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

- Under supervision from higher level Professional Information Technology Employees as to method of approach and requirements, the employee

performs normal professional work and exercises individual judgement and initiative in the application of principles, techniques and methods.

- In assisting more senior Professional Information Technology Employees by carrying out tasks requiring accuracy and adherence to prescribed methods of professional information technology analysis, design or computation, the employee draws upon advanced techniques and methods learned during and after the undergraduate course.
- Training, development and experience using a variety of standard procedures, enable the employee to develop increasing professional judgement and apply it progressively to more difficult tasks at Category 2.
- Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.
- Work is reviewed by higher level Professional Information Technology Employees for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the employee progressively exercises more individual judgement until the level of competence at Category 2 is achieved.
- The employee may assign and check work of technical staff assigned to work on a common project.

Category 2 – Experienced Information Technology Employee

Experienced Information Technology Employee shall mean a Professional Information Technology Employee with the under mentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires:

- that he/she having graduated with a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level, has had four years' experience on professional information technology duties since graduating; or
- that he/she, not having so graduated, has sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society plus a further four years' experience on professional information technology duties.

Following development, the Experienced Information Technology Employee plans and conducts professional work without detailed supervision but with guidance on unusual features and is usually engaged on more responsible assignments requiring substantial professional experience.

Category 3 – Professional Information Technology Employee

Professional Information Technology duties shall mean duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires a person to:

- hold a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level; or
- have sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.

Professional Information Technology Employee shall mean an adult person qualified to carry out professional information technology duties as above defined. The term 'Professional Information Technology Employee' shall embrace and include 'Graduate Information Technology Employee' and 'Experienced Information Technology Employee' as herein defined.

An employee at this level performs duties requiring the application of mature professional knowledge. With scope for individual accomplishment and coordination of more difficult assignments, he/she deals with problems for which it is necessary to modify established guides and devise new approaches.

- The employee may make some original contribution or apply new professional approaches and techniques to the design or development of equipment or products.
- Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. He/she makes responsible decisions on matters assigned, including the establishment of professional standards and procedures. He/she consults, recommends and advises in specialty areas.
- Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary cooperation with other units. Informed professional guidance may be available.
- The employee outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, coordinate and supervise the work of other professional and technical staff.

Category 4 – Professional Information Technology Employee

Professional Information Technology duties shall mean duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires a person to:

- hold a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level; or
- have sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.

Professional Information Technology Employee shall mean an adult person qualified to carry out professional information technology duties as above defined. The term 'Professional Information Technology Employee' shall embrace and include 'Graduate Information Technology Employee' and 'Experienced Information Technology Employee' as herein defined.

An employee at this level performs professional work involving considerable dependence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for, example, acts as his/her organisation's technical reference authority) in, a particular field of professional engineering or professional information technology field.

- An employee at this level:
 - initiates or participates in short or long range planning and makes independent decisions on professional engineering or professional information technology policies and procedures within an overall program;
 - gives technical advice to management and operating departments;
 - may take detailed technical responsibility for product development and provision of specialised professional engineering or professional information technology systems, facilities and functions;
 - coordinates work programs; and
 - directs or advises on the use of equipment and materials.

- An employee at this level makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long range objectives.
- Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.
- The employee supervises a group or groups including Professional Information Technology Employees and other staff, or exercises authority and technical control over a group of professional staff. In both instances, he/she is engaged in complex professional engineering or professional information technology applications.