

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Penleigh and Essendon Grammar School (Teacher, Kindergarten Teacher, Kindergarten Assistant and School Assistant Staff) Agreement 2008 (the 'Agreement') and is an Employee Collective Agreement made pursuant to section 327 of the *Workplace Relations Act 1996* (Cth.).

2 ARRANGEMENT

2.1 This Agreement is arranged as follows:

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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 from the Workplace Authority.
- 3.2 The nominal expiry date of the Agreement is 8 August 2012.

4 PARTIES BOUND

- 4.1 This Agreement binds:
- i. the Employer;
 - ii. Teachers, including Permission to Teach Teachers, except those Permission to Teach Teachers employed in the School's programs for sport, religious instruction, VET in Schools and Languages Other Than English;
 - iii. Kindergarten Teachers;
 - iv. Kindergarten Assistants; and
 - v. School Assistants.
- 4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Part 3 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.) or its successor
Attendance	means all days of the School Year less the Non Attendance Time and the period of annual leave
Award	means the following: <ul style="list-style-type: none"> • <i>Victorian Independent Schools - Teachers - Award 1998</i>; • <i>Victorian Independent Schools - School Assistants - Award 1998</i>; • <i>Victorian Independent Schools – Early Childhood Teachers – Award 2004</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
Casual Employee	means an Employee employed pursuant to clause 9 of this Agreement
Employee	means a person covered by this Agreement
Employer	means Penleigh and Essendon Grammar School Limited ABN 49 006 038 071/ACN 006 038 071
Fixed Term Employee	means an Employee employed pursuant to clause 9 of this Agreement

Full Time Employee	means an Employee employed pursuant to clause 9 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 • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee
Kindergarten Teacher	means a teacher or a teacher with a responsibility for coordination who is employed to teach children in the Kindergarten Program excluding a Director of the Kindergarten
Kindergarten Assistant	means an employee who performs general duties and duties with children, under the general direction of a Kindergarten Teacher
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks' annual leave)
Part Time Employee	means an Employee employed pursuant to clause 9 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"> i. holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or iii. is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or 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 Penleigh and Essendon Grammar School or his nominee
School	means Penleigh and Essendon Grammar School Limited ABN 49 006 038 071/ACN 006 038 071 trading as Penleigh and Essendon Grammar School
School Assistant	means a person who is ancillary to the process of teaching and includes Teacher Aide, Integration Aide, Library Assistant,

	Library Technician, Librarian, Library Cataloguer, Technology Technician, Laboratory Technician, Laboratory Manager.
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
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach classes of students. This definition includes a qualified teacher librarian but does not include: <ul style="list-style-type: none"> • a person who has Permission to Teach granted by the Victorian Institute of Teaching and is employed in the School's programs for sport, religious instruction, VET in Schools and Languages Other Than English Program; and a person employed as a Principal or a Vice Principal or Head of Section or Director.

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 association, 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 for conciliation or arbitration if required. 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 COMMITMENT FROM STAFF

All staff members are committed to ongoing improvement of their practices at PEGS. All Teachers will continually improve their teaching and learning practices, including the development and delivery of curriculum, classroom management and student welfare practices. In particular, senior Teachers are committed to providing leadership, which might include coaching and mentoring of colleagues and leading professional learning, when required by the School.

9 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.

9.1 Full Time Employees

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

9.2 Part Time Employee

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

9.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs.

9.2.3 A Part Time Teacher and Kindergarten Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 9.2.2. 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 18 hours for secondary, 23 hours for primary and 27 hours for kindergarten.

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

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

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

9.3 Fixed Term Employee

9.3.1 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 as required, where the position is difficult to fill. The period of the appointment must not exceed the end of the following School Year.
- 9.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- 9.3.3 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.
- 9.3.4 Subject to clause 35, 36, 37 or 38 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 clauses in clause 35.5, 36.4 or 37.4 or 38.4.
- 9.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination in relation to the end of the fixed term period (where the date of cessation of employment is stated at the time of appointment); and
 - redundancy
 - jury service leave.
- 9.4 Casual Employee
- 9.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- 9.4.2 A Casual Employee is entitled to the relevant rates of pay specified in the Schedules. These rates of pay include a loading in lieu of paid leave entitlements.
- 9.4.3 The Employer will engage a Casual Teacher, for a full day or a half day, or hourly as agreed with the Casual Teacher.
- 9.4.4 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
 - due process
 - jury service leave
 - school holidays
 - non attendance time

- leave loading
 - public holidays
 - paid personal leave
 - paid compassionate leave
 - accident make-up pay
- 9.4.5 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave, unpaid personal leave and long service leave, where eligible.
- 9.4.6 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. In emergencies, by mutual agreement between the Casual and the School, employment may be for up to one school term, where the days are consecutive.
- 9.4.7 An Employer must not employ a Casual School Assistant, for longer than two concurrent 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 does not involve 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

10 QUALIFYING PERIOD

- 10.1 An Employee's employment is contingent upon the satisfactory completion of a six month qualifying period.
- 10.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 35.5, 36.4, 37.4 or 38.4 and does not need to comply with clause 15 (Due Process) or any other due process or performance management policies or procedures in place from time to time.
- 10.3 If the Employer is to terminate the Employee within the first six months of the Employee's employment commencing, the Employee is entitled to four weeks notice or four weeks' salary in lieu of notice.
- 10.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give four week's notice.

11 LETTER OF APPOINTMENT

Upon engagement, the Employer will provide the Employee, other than a Casual Employee, with a letter of appointment and access to this Agreement.

12 INTRODUCTION OF MAJOR CHANGE

- 12.1 Where a definite decision has been made to introduce major change the School will promptly notify the Employee in writing who may be affected by the proposed changes and/or a representative of the Employee, if requested to do so and discuss with them the proposed changes and any measures to avert or mitigate the adverse effects of such changes on Employees. Such discussion

may include matters raised by Employees and/or a representative of an Employee.

- 12.2 In complying with clause 12.1, the School will not be required to disclose confidential information the disclosure of which would be detrimental to the School's interests.

13 REMUNERATION PACKAGING

- 13.1 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.
- 13.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

14 SUPERANNUATION

The Employer currently makes an employer superannuation contribution equivalent to 10 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 Penleigh and Essendon Grammar School Superannuation Fund.

15 PAYMENT ARRANGEMENTS

Salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis.

16 DUE PROCESS

Due process will involve written advice to the Employee of the School's concern with the Employee's conduct or performance; the conduct of meetings to discuss the School's concerns and to give the Employee an opportunity to respond to the School's concerns; the provision of any counselling or assistance, where appropriate, to the Employee; and the setting of periods of review, as appropriate. The Employee will be provided with reasonable notice of the meeting to establish Due Process and will have the opportunity to bring a support person of their choice to Due Process meetings. This clause does not apply during the qualifying period.

17 PERSONAL LEAVE

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.

- 17.1 Entitlement

- 17.1.1 An Employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.
- 17.1.2 For a Full Time Employee, the sick leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid sick leave on a pro rata basis based on specified hours in clause 9.
- 17.1.3 Paid sick leave is taken by the Employee because of a personal illness or injury.
- 17.1.4 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 9. Carer's leave, if not used in any year, does not accrue as a separate entitlement.
- 17.1.5 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.
- 17.1.6 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.
- 17.1.7 Personal leave accrues at 15 days per annum, issued upon commencement of service.
- 17.1.8 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.
- 17.1.9 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 two or more consecutive days;
 - the Employee provides a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
 - the Employee produces a medical certificate from a registered health practitioner or a statutory declaration to the Employer where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

18 COMPASSIONATE LEAVE

- 18.1 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.

18.2 Entitlement

- 18.2.1 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.
- 18.2.2 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.
- 18.2.3 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.

19 INFECTIOUS DISEASES LEAVE

- 19.1 An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the School and the disease is evident in the School:
- German measles
 - Chickenpox
 - Measles
 - Mumps
 - Scarlet fever
 - Whooping cough
 - Rheumatic fever, or
 - Hepatitis.
- 19.2 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.

20 PUBLIC HOLIDAYS

- 20.1 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.
- 20.2 Public holidays that occur during a period of leave for Employees in accordance with clauses 20.4, 35.2, 35.3, 36.2, 36.3, 37.2 or 37.3 do not create an additional entitlement.
- 20.3 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.
- 20.4 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.

20.5 An agreement made in accordance with 20.3 or 20.4 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.

21 PARENTAL LEAVE

21.1 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.

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

21.3 Entitlement - Unpaid

21.3.1 An Employee, upon the completion of 12 months of continuous service with the Employer is entitled to up to 12 months' unpaid parental leave (maternity, paternity or adoption leave). A period of parental leave does not break the Employee's continuity of service but it does not count as service. This includes:

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

21.3.2 Parental leave does not count for the purpose of accrual of any benefits or entitlements under this Agreement, including long service leave pursuant to the *Long Service Leave Act 1992* (Vic.).

21.3.3 An Employee may request and the Employer will approve parental leave up to a maximum of 104 weeks provided that any leave in excess of 52 weeks will conclude at the end of a School Year, enabling a return at the start of the following School Year. Any employee requests for additional unpaid parental leave for up to 6 months may be approved at the sole discretion of the employer.

21.3.4 An Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee:

- to extend the period of simultaneous unpaid parental leave (when both parents are in receipt of parental leave) provided for in the Act up to a maximum of eight weeks;
- to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.

21.3.5 The Employer shall consider the request made pursuant to 21.3.4 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.

- 21.3.6 An Employee's request and the Employer's decision made under 21.3.3, 21.3.4 and 21.3.5 must be recorded in writing.
- 21.3.7 Where an Employee wishes to make a request under 21.3.3 or 21.3.4, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.
- 21.3.8 Where an Employee makes a request to return to work from ordinary maternity leave, long paternity leave or long adoption leave on a part-time basis, the request must be made in writing as soon as possible but no less than four weeks prior to the date upon which the Employee is due to return to work from parental leave.
- 21.3.9 The Employer will consider any request made pursuant to 21.3.3 or 21.3.4 having regard to the Employee's circumstances and the effect of the request on the workplace or the Employer's business, giving consideration to cost, lack of adequate replacement staff, loss of efficiency and the impact on the educational program. The Employer will record the decision in writing.
- 21.3.10 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
- i. 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; and
 - ii. 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.
- 21.3.11 During the period of parental leave, the Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis. The Employee will notify the Employer of changes in address or other contact details which might affect the Employer's ability to contact the Employee in relation to 21.3.10.

21.4 Maternity Leave – Paid Allowance

- 21.4.1 An Employee, upon meeting the requirements for unpaid maternity leave in clause 21 will be entitled to the following payment equal to the Employee's ordinary rate of pay for paid maternity leave at the School:

Date	Amount of paid leave
From the Operative Date	9 weeks
From 24 January 2009	12 weeks
From 24 January 2010	14 weeks

21.4.2 An Employee, upon making an application for a second or subsequent period of paid maternity leave must have returned to work for 12 months.

21.4.3 The allowance in 21.4.1 will not be paid if the Employee is in receipt of any other paid leave entitlements.

21.4.4 Additional entitlements do not accrue when accessing this allowance.

22 LONG SERVICE LEAVE

22.1.1 An Employee is entitled to long service leave in accordance with the *Long Service Leave Act 1992 (Vic.)* as amended from time to time. This Agreement will prevail over the Act in the event of any inconsistency.

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

22.1.3 An Employee is entitled to access accumulated pro rata long service leave entitlements upon the completion of 7 years continuous service, provided such leave is taken during a whole school term. This provision has the express effect of overriding the *Long Service Leave Act 1992 (Vic.)*.

22.1.4 In the event that the accrued leave taken pursuant to clause 21.1.3 is less than the period of the school term, the Employer will, if requested, spread the payment across the full leave period.

22.1.5 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.)*.

22.1.6 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.

Comment [pn1]: Is this still applicable or could this clause be deleted now?

22.1.7 (a) Service prior to 1 February 1997

- (i) where all service of the employee has been in a part time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;
- (ii) When full time employment falls last, any leave taken from the full time credit will be paid at the current full time salary. Leave taken from the part time credit will be paid on the basis of a proportion of the current full time salary having regard to the ratio of average weekly hours over the last 12 months of part time employment;
- (iii) When part time employment falls last, leave taken from the full time credit will be paid at the salary applicable to the full time equivalent of the present part time employment category. Leave taken from part time credit will be paid on the basis of average weekly hours over the last 12 months of part time employment;

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

21.1.7 (b) Service from 1 February 1997

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.

22.1.8 An Employee is required to make applications for long service leave at least six months before the leave period. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act 1992 (Vic.)*.

22.2 Cashing out Long Service Leave

22.2.1 Where the Employer and the Employee agree, an Employee who is entitled to long service leave may request, in conjunction with the taking of a period of long service leave, cash out a portion of their accrued long service leave entitlement, provided that they have at least 10 weeks of accrued leave remaining after cashing out the leave. This provision has the express effect of overriding section 74 of the *Long Service Leave Act 1992 (Vic.)*

22.3 Illness on Long Service Leave

22.4 Subject to 22.5, 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. 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.

22.5 The Employee's application:

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

23 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.)*.

24 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

- 24.1 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.
- 24.2 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:
- 24.2.1 The Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
- i. annual leave; or
 - ii. paid personal/carer's leave.
- 24.3 The Employee is not entitled to any payment or benefit in respect of any Non attendance time for a 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.)
- 24.4 In the event that an Employee, who is in receipt of weekly compensation payments under the Accident Compensation Act 1985 (Vic.), has an entitlement to annual leave during a shut down period, the worker's compensation payments will cease and the employee will take the accrued annual leave entitlement.
- 24.5 For the purposes of 24.4, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.

25 WITHHOLDING OF MONIES

- 25.1.1 Subject to the notice of termination clauses, in the event that an Employee does not provide the full notice required by 35.5.5, 36.4.3, 37.4.4 or 38.4.3, 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.
- 25.1.2 Clause 25.1.1 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.
- 25.1.3 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:
- i. unpaid salary or wages to the extent to which such entitlements exceed the Employee's basic periodic rate of pay;
 - ii. for School Assistants entitled to School Holidays pursuant to clause 36.3, a payment for School Holidays;

- iii. 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
- iv. any amounts owing to the Employee for an unpaid bonus or allowance.

25.1.4 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.

26 REDUNDANCY

26.1 Redundancy Disputes

26.1.1 Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and any employee 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 undertaken.

26.1.2 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.

26.2 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.

26.3 Severance Pay

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

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay*
2 years and less than 3 years	8 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	13 weeks' pay
6 years and less than 7 years	14 weeks' pay
7 years and less than 8 years	15 weeks' pay
8 years and over	16 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.

26.4 Employees with less than one year's continuous employment

The Employer will promptly advise an Employee with less than one year's continuous service of an impending redundancy and will provide reasonable support to such Employees in their endeavours to find suitable alternative employment.

26.5 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 26.3 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.

26.6 Alternative employment

The Employer, in a particular redundancy case, is not obliged to pay any severance if the Employer obtains acceptable alternative employment for an Employee acceptable to that Employee. This clause does not apply where transmission of business applies.

26.7 Time off during notice period

- i. 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.
- ii. 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.

27 LEAVE LOADING

27.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave.

27.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

17.5% of working weeks (excluding paid school holidays and non term time)		X 4	Annual Rate of Pay
Number of School's term weeks			52.18

27.3 An Employee who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.

27.4 An Employer may pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December or to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

28 MEAL ALLOWANCE

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

29 CAMP ALLOWANCE

When teachers are required by the School to accompany their class on the School's Eildon camp, the following allowance payments will be introduced:

- From 29 Jan 2009 - \$30 per night
- From 29 Jan 2010 - \$40 per night
- From 29 Jan 2011 - \$50 per night

30 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.

31 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.

32 JURY SERVICE LEAVE

32.1 Entitlement

32.1.1 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.

32.1.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

32.1.3 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.

32.1.4 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.

32.1.5 Subject to 32.1.4 of this clause, an Employer will reimburse an Employee granted leave pursuant to 32.1.1 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.

33 EXAMINATION LEAVE

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

34 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 SPECIFIC EMPLOYEES

35 TEACHERS

35.1 Classifications and Salary

35.1.1 Schedule 1A sets out the classification structure, progression through the salary scale and salaries for a Teacher, including a Casual Teacher.

35.1.2 Schedule 1B sets out the position of responsibility structure and Schedule 1C sets out the applicable rates of pay.

35.1.3 To the extent necessary, the Employer and the Teacher 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 1A and 1C.

35.2 Hours of Work

35.2.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.

35.2.2 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.

35.2.3 The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

35.3 Non Attendance Time

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

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

35.3.3 Where a Teacher takes unpaid leave for more than ten (10) working 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 35.3.4.

- 35.3.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year, or a teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\left\{ \frac{\text{Number of weeks of an Employee's Attendance}}{\text{Total number of term weeks at the School}} \times \text{Non Attendance Time} \right\} - \text{Non Attendance time weeks already taken}$$

35.4 Annual Leave

- 35.4.1 Annual Leave is in accordance with Division 4 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.
- 35.4.2 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 35.4.3 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.
- 35.4.4 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.
- 35.4.5 A Teacher will take all accrued annual leave during the shut down period.

35.5 Notice of Termination

- 35.5.1 Subject to clause 35.5.6, where the Employer wishes to terminate the employment of a Teacher, where the Teacher 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.
- 35.5.2 Subject to clause 35.5.6, where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had 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.
- 35.5.3 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 4 weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to clause 21 that the Teacher being replaced wishes to return from parental leave.
- 35.5.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1A and 1C (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

- 35.5.5 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.
- 35.5.6 The notice periods in this clause do not apply where the Teacher is guilty of serious misconduct.

36 SCHOOL ASSISTANTS

36.1 Classifications and Salary

- 36.1.1 Schedule 2A sets out the classification structure for a School Assistant.
- 36.1.2 Schedule 2B sets out the salary scale for a School Assistant entitled to School Holidays.
- 36.1.3 Schedule 2C sets out the salary scale for a School Assistant entitled to four weeks' annual leave.
- 36.1.4 To the extent necessary, the Employer and the School Assistant agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months.

36.2 Annual Leave

- 36.2.1 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.
- 36.2.2 A School Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 36.2.3 A School Assistant must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the School Assistant works.

36.3 School Holidays

- 36.3.1 A School Assistant is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.
- 36.3.2 The salary for a School Assistant in Schedule 2B takes this period of additional leave into account.
- 36.3.3 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 36.3.4 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:

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right\} - \text{School holidays already paid}$$

36.4 Notice of Termination

- 36.4.1 Where the Employer wishes to terminate the employment of a School Assistant, 4 weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 36.4.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B or 2C that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.
- 36.4.3 A School Assistant must provide the Employer with a minimum of 4 weeks' notice in writing. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 36.4.4 In addition to the period of notice specified in 36.4.1, 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.
- 36.4.5 The notice period in 36.4.1 and 36.4.3 does not apply where the School Assistant is guilty of serious misconduct.

37 KINDERGARTEN TEACHERS

37.1 Classifications and Salary

- 37.1.1 Schedule 3 sets out the classification structure and salary scale for a Kindergarten Teacher.
- 37.1.2 To the extent necessary, the Employer and the Kindergarten Teacher 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.
- 37.2.2 A Kindergarten Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 37.2.3 A Kindergarten Teacher must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Kindergarten Teacher works.

37.3 School Holidays

- 37.3.1 A Kindergarten Teacher is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.

Comment [pn2]: Do you want this consistent with teachers ie: end of terms 1, 2, 3 and 4?

- 37.3.2 The salary for a Kindergarten Teacher in Schedule 3 takes this period of additional leave into account.
- 37.3.3 A Kindergarten Teacher is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 37.3.4 A Kindergarten Teacher 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:

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right\} - \text{School holidays already paid}$$

37.4 Notice of Termination

- 37.4.1 Subject to clause 37.4.6, where the Employer wishes to terminate the employment of a Kindergarten Teacher, where the Kindergarten Teacher 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.
- 37.4.2 Subject to clause 36.4.6, where the Employer wishes to terminate the employment of a Kindergarten Teacher, where the Kindergarten Teacher has had 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.
- 37.4.3 Where the Employer wishes to terminate the employment of a Fixed Term Kindergarten Teacher, who is replacing another Kindergarten Teacher on parental leave, the Employer will give the Fixed Term Kindergarten Teacher 4 weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to clause 21 that the Kindergarten Teacher being replaced wishes to return from parental leave.
- 37.4.4 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 3 that a Kindergarten Teacher would have received by working during the notice period if the Kindergarten Teacher's employment had not been terminated.
- 37.4.5 A Kindergarten Teacher must provide the Employer with a minimum of 7 weeks' notice in writing. Where a Kindergarten Teacher is entitled to School Holidays, notice is to be given wholly within the one school term.
- 37.4.6 The notice period in 37.4.1 and 37.4.2 does not apply where the Kindergarten Teacher is guilty of serious misconduct.

38 KINDERGARTEN ASSISTANT

38.1 Classifications and Salary

- 38.1.1 Schedule 4 sets out the classification structure and salary scale for a Kindergarten Assistant.

38.1.2 To the extent necessary, the Employer and the Kindergarten Assistant agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months.

38.2 Annual Leave

38.2.1 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.

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

38.2.3 A Kindergarten Assistant must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Kindergarten Assistant works.

38.3 On Call Period

38.3.1 A Kindergarten Assistant is entitled to an additional 6 weeks per year on full pay where the Kindergarten Assistant shall be on call and ready, willing and able to perform work during their ordinary hours of required.

38.3.2 The School will attempt to operate flexibly and to arrange any such work at a time convenient to the Kindergarten Assistant and will in the first instance consider times that immediately follow the end of a term, or immediately precede the beginning of a term.

38.3.3 The School recognises that it is uncommon to require a Kindergarten Assistant to work during the School Holidays and it will not refuse reasonable requests from a Kindergarten Assistant to be unavailable at times during the School Holidays.

38.3.4 Unless there are extenuating circumstances, the School will provide reasonable notice to be on call.

38.4 Notice of Termination

38.4.1 Where the Employer wishes to terminate the employment of a Kindergarten Assistant, 4 weeks' notice in writing, or full payment in lieu, will be provided to the Kindergarten Assistant.

38.4.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 4 that a Kindergarten Assistant would have received by working during the notice period if the Kindergarten Assistant's employment had not been terminated.

38.4.3 A Kindergarten Assistant must provide the Employer with a minimum of 4 weeks' notice in writing.

38.4.4 In addition to the period of notice specified in 38.4.1, a Kindergarten 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.

38.4.5 The notice period in 38.4.1 and 38.4.3 does not apply where the Kindergarten Assistant is guilty of serious misconduct.

Schedule 1A – Teacher classification, progression and rates of pay

A full time Teacher will be paid not less than the following annual rate of pay according to classification and years of experience. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18

Old level	Current rates	Effective on or after the first pay period					
		2% on signing	1 Nov 08	1 Nov 08 varying % increases*	1 Nov 09 3.2%	1 Nov 10 3.2%	1 Nov 11 3%
Level 14	\$70,496	\$71,906	Level 11	\$78,294	\$80,799	\$83,385	\$85,887
Level 13	\$68,542	\$69,913	Level 10	\$75,772	\$78,197	\$80,699	\$83,120
Level 12	\$66,642	\$67,975	Level 9	\$73,250	\$75,594	\$78,013	\$80,353
Level 11	\$65,028	\$66,329	Level 8	\$70,729	\$72,992	\$75,328	\$77,588
Level 10	\$63,420	\$64,688	Level 7	\$68,207	\$70,390	\$72,642	\$74,821
Level 9	\$61,810	\$63,046	Level 6	\$65,686	\$67,788	\$69,957	\$72,056
Level 8	\$60,198	\$61,402	Level 5	\$63,164	\$65,185	\$67,271	\$69,289
Level 7	\$58,587	\$59,759	Level 4	\$60,643	\$62,584	\$64,586	\$66,524
Level 6	\$56,976	\$58,116	Level 3	\$58,121	\$59,981	\$61,900	\$63,757
Level 5	\$55,365	\$56,472	Level 2	\$55,599	\$57,378	\$59,214	\$60,991
Level 4	\$53,754	\$54,829	Level 1	\$53,078	\$54,776	\$56,529	\$58,225
Level 3	\$52,144	\$53,187					
Level 2	\$50,532	\$51,543					
Level 1	\$48,921	\$49,899					

*pay increases vary due to rebalanced pay scales

1 Translation

- 1.1 On 1 November 2008, when the new pay scale is introduced, teachers at each pay level will translate to the corresponding same levels in the above table, except for Levels 12, 13, and 14, which will translate to Level 11.

2 Teachers' Progression

- 2.1 A Teacher holding Full or Provisional Registration, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and progress to Level 11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

- 2.2 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

3 Permission to Teach Teachers' Progression

- 3.1 A Permission to Teach Teacher will be paid not less than Level 1.
- 3.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

Casual Teacher rate:

A Casual Teacher will be paid not less than the rates of pay as follows:

Full Day	Half Day	Hourly
\$230	\$115	\$38.30

Schedule 1B – Teacher Position Of Responsibility Structure

15.1 A responsibility allowance will be paid to a teacher where the school requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Principal.

15.2 An allowance is linked to a position of responsibility rather than tied to an individual teacher and paid for the time that the individual is required in the position of responsibility.

15.3 Positions of responsibility will be made available in accordance with school requirements.

15.4 Position descriptions will be made available to staff as positions are advertised, with the level stated wherever a position of responsibility applies.

15.5 Responsibility allowances will be determined by level of responsibility undertaken. The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows:

Level 1:

Level 1 is provided for positions of responsibility involving either shared positions of responsibility, or roles with lower levels of coordination or leadership.

Example:

- Assistant Subject Coordinator
- Shared Level 2 role

Level 2:

Level 2 is provided for positions of responsibility such as responsibility for the management of a subject or an administrative, pastoral care or educational leadership position of equivalent status

Example:

- Subject Coordinator
- Daily Organiser
- Shared Year Level Coordinator
- Shared Primary Coordinator
- Assistant Coordinator

Level 3:

Level 3 is provided for positions of significant responsibility such as responsibility for the management of a major department or an administrative, pastoral care or educational leadership position of equivalent status

Example:

- Year Level Coordinator
- Primary Coordinator

Schedule 1C – Teacher Position Of Responsibility Rates Of Pay

15.6 Position of responsibility allowances

The School will pay not less than the following allowances to teachers filling positions designated at the following levels:

	Current rates	2% on signing	1 Nov 2008 CPI (4.2% at Mar 08)	1 Nov 2009 3.2%	1 Nov 2010 3.2%	1 Nov 2011 3%
Level 3	\$6,914	\$7,052	\$7,348	\$7,584	\$7,826	\$8,061
Level 2	\$4,230	\$4,315	\$4,496	\$4,640	\$4,788	\$4,932
Level 1	\$2,117	\$2,159	\$2,250	\$2,322	\$2,396	\$2,468

Schedule 2A - School Assistant Classifications

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

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.

Upon engagement, an employer will inform a school assistant of the classification grade and the rate of pay applying to that classification.

Grade 1

Positions

Positions for which qualifications are not required:

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

Characteristics

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

Typical duties

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

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

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.

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

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.

Grade 1A

Characteristics

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

Positions

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

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.

Positions

- library technician
- laboratory technician
- audio-visual technician

Characteristics

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

Typical duties

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

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

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

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

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.

Positions

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

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, 1A or 2.

Typical duties

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

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

Senior A/V technician/Laboratory Manager

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

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

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

Grade 4

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

Incremental advancement

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

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

Schedule 2B – School Assistant entitled to school holidays salary scale

School Assistant in receipt of school holidays

A full time School Assistant in receipt of school holidays will be paid not less than the following annual rate of pay according to the classification of the position and years of experience. Positions will be classified in accordance with Schedule 2A. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18:

Grade	Years of experience	Current rates	Effective on or after the first pay period				
			On signing 2%	1 Nov 08 5%	1 Nov 09 3.2%	1 Nov 10 3.2%	1 Nov 11 3%
1	1	\$33,492	\$34,162	\$35,870	\$37,018	\$38,202	\$39,348
	2	\$34,482	\$35,172	\$36,930	\$38,112	\$39,332	\$40,512
	3	\$35,493	\$36,203	\$38,013	\$39,229	\$40,485	\$41,699
	4	\$36,441	\$37,170	\$39,028	\$40,277	\$41,566	\$42,813
	5	\$37,455	\$38,204	\$40,114	\$41,398	\$42,723	\$44,004
1A	1	\$38,551	\$39,322	\$41,288	\$42,609	\$43,973	\$45,292
	2	\$39,432	\$40,221	\$42,232	\$43,583	\$44,978	\$46,327
2	1	\$39,432	\$40,221	\$42,232	\$43,583	\$44,978	\$46,327
	2	\$40,424	\$41,232	\$43,294	\$44,680	\$46,109	\$47,493
	3	\$41,414	\$42,242	\$44,354	\$45,774	\$47,238	\$48,656
	4	\$42,407	\$43,255	\$45,418	\$46,871	\$48,371	\$49,822
	5	\$43,394	\$44,262	\$46,475	\$47,962	\$49,497	\$50,982
	6	\$44,386	\$45,274	\$47,537	\$49,059	\$50,628	\$52,147
3	1	\$44,386	\$45,274	\$47,537	\$49,059	\$50,628	\$52,147
	2	\$45,572	\$46,483	\$48,808	\$50,369	\$51,981	\$53,541
	3	\$46,772	\$47,707	\$50,093	\$51,696	\$53,350	\$54,951
	4	\$47,974	\$48,933	\$51,380	\$53,024	\$54,721	\$56,363
	5	\$49,160	\$50,143	\$52,650	\$54,335	\$56,074	\$57,756
	6	\$50,351	\$51,358	\$53,926	\$55,652	\$57,432	\$59,155
4	1	\$47,974	\$48,933	\$51,380	\$53,024	\$54,721	\$56,363
	2	\$49,160	\$50,143	\$52,650	\$54,335	\$56,074	\$57,756
	3	\$50,351	\$51,358	\$53,926	\$55,652	\$57,432	\$59,155
	4	\$51,550	\$52,581	\$55,210	\$56,977	\$58,800	\$60,564
	5	\$52,739	\$53,794	\$56,483	\$58,291	\$60,156	\$61,961
	6	\$53,929	\$55,008	\$57,758	\$59,606	\$61,514	\$63,359

A casual School Assistant is paid an hourly rate based on the above rate for “Grade 1, Level 1” divided by 52.18, divided by 38 hours and the following formula:

$$\frac{\text{hours worked}}{38 \text{ hours}} \times \text{hourly rate} \times 1.25 \text{ loading.}$$

Schedule 2C – School Assistant entitled to annual leave

School Assistant in receipt of annual leave

A full time School Assistant in receipt of annual leave will be paid not less than the following annual rate of pay according to the classification of the position and years of experience. Positions will be classified in accordance with Schedule 2A. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18:

Grade	Years of experience	Current rates	Effective on or after the first pay period				
			On signing 2%	1 Nov 08 5%	1 Nov 09 3.2%	1 Nov 10 3.2%	1 Nov 11 3%
1	1	\$39,268	\$40,053	\$42,056	\$43,402	\$44,791	\$46,134
	2	\$40,429	\$41,238	\$43,299	\$44,685	\$46,115	\$47,498
	3	\$41,615	\$42,447	\$44,570	\$45,996	\$47,468	\$48,892
	4	\$42,726	\$43,581	\$45,760	\$47,224	\$48,735	\$50,197
	5	\$43,915	\$44,793	\$47,033	\$48,538	\$50,091	\$51,594
1A	1	\$45,200	\$46,104	\$48,409	\$49,958	\$51,557	\$53,104
	2	\$46,233	\$47,158	\$49,516	\$51,100	\$52,735	\$54,317
2	1	\$46,233	\$47,158	\$49,516	\$51,100	\$52,735	\$54,317
	2	\$47,396	\$48,344	\$50,761	\$52,385	\$54,062	\$55,684
	3	\$48,557	\$49,528	\$52,005	\$53,669	\$55,386	\$57,048
	4	\$49,721	\$50,715	\$53,251	\$54,955	\$56,714	\$58,415
	5	\$50,878	\$51,896	\$54,490	\$56,234	\$58,034	\$59,775
	6	\$52,042	\$53,083	\$55,737	\$57,521	\$59,361	\$61,142
3	1	\$52,042	\$53,083	\$55,737	\$57,521	\$59,361	\$61,142
	2	\$53,432	\$54,501	\$57,226	\$59,057	\$60,947	\$62,775
	3	\$54,839	\$55,936	\$58,733	\$60,612	\$62,552	\$64,428
	4	\$56,249	\$57,374	\$60,243	\$62,170	\$64,160	\$66,085
	5	\$57,639	\$58,792	\$61,731	\$63,707	\$65,745	\$67,718
	6	\$59,035	\$60,216	\$63,226	\$65,250	\$67,338	\$69,358
4	1	\$56,249	\$57,374	\$60,243	\$62,170	\$64,160	\$66,085
	2	\$57,639	\$58,792	\$61,731	\$63,707	\$65,745	\$67,718
	3	\$59,035	\$60,216	\$63,226	\$65,250	\$67,338	\$69,358
	4	\$60,441	\$61,650	\$64,732	\$66,804	\$68,941	\$71,010
	5	\$61,835	\$63,072	\$66,225	\$68,344	\$70,532	\$72,647
	6	\$63,231	\$64,496	\$67,720	\$69,887	\$72,124	\$74,288

Schedule 3 – Kindergarten Teacher classification, progression and rates of pay

A full time Kindergarten Teacher will be paid not less than the following annual rate of pay according to the years of experience. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18

Effective on or after the first pay period							
Old level	Current rates	2% on signing	1 Nov 08	1 Nov 08 varying increases*	1 Nov 09 3.2%	1 Nov 10 3.2%	1 Nov 11 3%
Level 14	\$67,794	\$69,150	→ Level 11	\$75,293	\$77,702	\$80,189	\$82,595
Level 13	\$65,915	\$67,233	→ Level 10	\$72,867	\$75,199	\$77,605	\$79,933
Level 12	\$64,088	\$65,370	→ Level 9	\$70,442	\$72,696	\$75,022	\$77,273
Level 11	\$62,536	\$63,787	→ Level 8	\$68,018	\$70,195	\$72,441	\$74,614
Level 10	\$60,990	\$62,210	→ Level 7	\$65,592	\$67,691	\$69,857	\$71,953
Level 9	\$59,441	\$60,630	→ Level 6	\$63,168	\$65,189	\$67,275	\$69,294
Level 8	\$57,891	\$59,049	→ Level 5	\$60,742	\$62,686	\$64,692	\$66,632
Level 7	\$56,342	\$57,469	→ Level 4	\$58,318	\$60,184	\$62,110	\$63,973
Level 6	\$54,793	\$55,889	→ Level 3	\$55,893	\$57,682	\$59,527	\$61,313
Level 5	\$53,243	\$54,308	→ Level 2	\$53,467	\$55,178	\$56,944	\$58,652
Level 4	\$51,694	\$52,728	→ Level 1	\$51,043	\$52,676	\$54,362	\$55,993
Level 3	\$50,146	\$51,149					
Level 2	\$48,596	\$49,568					
Level 1	\$47,046	\$47,987					

Casual Kindergarten Teacher rate:

A Casual Kindergarten Teacher will be paid not less than the rates of pay as follows:

Full Day	Half Day
\$202.25	\$101.13

1 Kindergarten Teachers' Progression

- 1.1 A Kindergarten Teacher with a four-year approved training course beyond secondary school and including early childhood teacher training will commence at Level 1 and will progress to Level 11 in annual increments on the anniversary of the Kindergarten Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.
- 1.2 A Kindergarten Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

2 Translation

- 2.1 On 1 November 2008, when the new pay scale is introduced, Kindergarten Teachers at each pay level will translate to the corresponding same levels in the above table, except for Levels 12, 13, and 14, which will translate to Level 11.

Schedule 4 – Kindergarten Assistant rates of pay

A full time Kindergarten Assistant will be paid not less than the following annual rate of pay according to the years of experience. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

Grade	Years of experience	Current rates	Effective on or after the first pay period				
			On signing 2%	1 Nov 08 5%	1 Nov 09 3.2%	1 Nov 10 3.2%	1 Nov 11 3%
1	1	\$33,492	\$34,162	\$35,870	\$37,018	\$38,202	\$39,348
	2	\$34,482	\$35,172	\$36,930	\$38,112	\$39,332	\$40,512
	3	\$35,493	\$36,203	\$38,013	\$39,229	\$40,485	\$41,699
	4	\$36,441	\$37,170	\$39,028	\$40,277	\$41,566	\$42,813
	5	\$37,455	\$38,204	\$40,114	\$41,398	\$42,723	\$44,004

A casual Kindergarten Assistant is paid an hourly rate based on “Grade 1, Level 1” divided by 52.18, divided by 38 hours and the following formula:

$$\frac{\text{hours worked}}{38 \text{ hours}} \times \text{hourly rate} \times 1.25 \text{ loading.}$$