

## **PART1: APPLICATION AND OPERATION OF AGREEMENT**

### **1 TITLE**

This Agreement is to be known as the Preshil Agreement 2007 (the 'Agreement') and is an Employee Collective Agreement made pursuant to section 327 of the *Workplace Relations Act* 1996 (Cth.).

### **2 ARRANGEMENT**

This Agreement is arranged as follows.	<b>Cl.</b>	
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Classification Structure (Clerical Employees)	3A
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## **3 COMMENCEMENT DATE AND PERIOD OF OPERATION**

- 3.1 This Agreement will be effective from the date of lodgement of the Agreement with the Workplace Authority.
- 3.2 The nominal expiry date of the Agreement is January 31<sup>st</sup> 2010.

## **4 PARTIES BOUND**

- 4.1 This Agreement binds:
- i. the Employer;
  - ii. Teachers, including Permission to Teach;
  - iii. School Assistants; and
  - iv. Clerical Employees.
- 4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3, 4 and 5 of this Agreement apply to Employees as specified

## **5 RELATIONSHIP TO AWARDS**

This Agreement fully excludes all Award conditions, including all Protected Award Conditions.

## **6. DEFINITIONS**

Act	means the <i>Workplace Relations Act 1996</i> (Cth) or its successor
Attendance Time	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"><li>• <i>Victorian Independent Schools - Teachers - Award 1998</i>;</li><li>• <i>Victorian Independent Schools - School Assistants -Award 1998</i></li><li>• <i>Victorian Independent Schools - Clerical/Administrative Employees - Award 2004</i>;</li></ul> 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 8.4 of this Agreement
Clerical Employee	means a person who is employed wholly or principally in clerical work and/or administrative work, excluding <ul style="list-style-type: none"> <li>• a business manager or bursar (by whatever name called),</li> <li>• a human resource manager,</li> <li>• a person who has delegated authority to act for the Employer from time to time in the recruitment and termination of employees of the School, and</li> <li>• an employee with accounting responsibilities who 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</li> </ul>
Commission	Means Australian Industrial Relations Commission
Employee	Means a person covered by this Agreement
Employer	Means Preshil, the Margaret Lyttle Memorial School ABN 1200 4248 631
Experience	Means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment.
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"> <li>• 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</li> <li>• 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</li> </ul>
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 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 <ol style="list-style-type: none"> <li>i. Holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an</li> </ol>

	<p>approved course of teacher education, or</p> <p>ii. Holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or</p> <p>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</p> <p>iv. Has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (1 July 2007 <i>Permission to Teach Policy</i>)</p>
Principal	Means Principal of Preshil, the Margaret Lyttle Memorial School or his or her nominee
Protected Award Conditions	<p>Means the terms of an Award, as in force from time to time, to the extent that those terms are about any of the following matters:</p> <p>i. rest breaks; ii. incentive-based payments; iii. Annual leave loadings;</p> <p>iv. observance days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days;</p> <p>v. days to be substituted for, or a procedure for substituting, days referred to above;</p> <p>vi. monetary allowances for:</p> <p>a. expenses incurred in the course of employment; or</p> <p>b. responsibilities or skills that are not taken into account in rates of pay for employees; or</p> <p>c. disabilities associated with the performance of particular tasks or work in particular conditions or locations</p> <p>vii. loadings for working overtime or for shift work; viii. penalty rates; and</p> <p>ix. any other matter specified as a protected award condition in the <i>Workplace Relations Regulations 2006 (Cth.)</i>, including terms that are incidental to any of the above matters or machinery provisions in respect of any of the above matters</p>
School	Means Preshil, the Margaret Lyttle Memorial School ABN 1200 4248 631 trading as Preshil the Margaret Lyttle Memorial School.
School Assistant	Means a person who is ancillary to the process of teaching and includes library assistants, laboratory assistants, audio visual technicians, information technology assistants and integration 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.
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 (Vic)</i> and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.

## **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 each seek the assistance of a representative 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 Employees**

- 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 in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Teacher, the number of hours required includes specification of the face-to-face teaching hours.
- 8.2.3 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause
- 8.2.4 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 19 hours secondary and 23 hours primary.

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

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

### **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 a Teacher or Early childhood Teacher who provided notice of termination of employment after the commencement of Week three of Term 4. The period of the appointment must not exceed the end of the following School Year.
- 8.3.2 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.
- 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 8.3.3, 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 clauses 40.4.
- 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.
- 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 Schedule 1B. This rate of pay includes a loading in lieu of paid leave entitlements.
- 8.4.3 The Employer will engage a Casual Teacher, for 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
  - 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 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.
- 8.4.7 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**

### **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 40, 45 and 50 and does not need to comply with clause 35, any due process or performance management policies or procedures in place from time to time.
- 9.3 If the Employer is to terminate the Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

#### Employee Period of Notice

Teacher	7 weeks' notice wholly within the one school term
School Assistant	4 weeks wholly within the one school term
Clerical Employee	one week

- 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 the same notice required of the Employer in 9.3 above.

### **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 11 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 VISIF Superannuation fund.

### **12 PAYMENT ARRANGEMENTS**

Salaries will be paid by credit transfer to the Employee's nominated financial institution

account on a fortnightly basis.

### **13 PERSONAL LEAVE**

13.1 Personal leave is in accordance with Division 5 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.

#### **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 For a Full Time Teacher or School Assistant, the sick leave entitlement equates to 15 days per year of service. A Part Time School Teacher or School Assistant is entitled to paid sick leave on a pro rata basis based on specified hours in clause 8.2.2.

13.2.3 For a Full Time Clerical Employee, the sick leave entitlement is to 1/26<sup>th</sup> of the nominal hours worked over each four-week period of employment. A Part Time Clerical Employee is entitled to sick leave on a pro rata basis.

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

13.2.5 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A maximum of 20 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.

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

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

13.2.8 The amount of personal leave, a Full Time 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, six days during the first term worked and thereafter three days at the commencement of each subsequent school term; and
- in the second and subsequent year of service, 15 days at the commencement of that year.

Personal leave for a Clerical Employee accrues upon the completion of each four-week period of continuous service with the Employer.

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

13.2.10 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 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.

#### **14 COMPASSIONATE LEAVE**

14.1 Compassionate leave is in accordance with Subdivision E of Division 5 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.

##### **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.

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 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.

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 in accordance with 38.1, 39.2, 43.2, 44.1 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.

- 16.3 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

17.1 Parental leave is in accordance with Division 6 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.

17.1.1 The Australian Fair Pay and Conditions Standard (Division 6 of Part 7 of the Act) prevails over this clause to the extent to which in a particular respect it provides a more favourable outcome for the Employee.

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

### 17.2 Application

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

17.2.2 The Employer must not fail to re-engage a Casual Employee because:  
(a) the Employee or Employee's spouse is pregnant; or  
(b) the Employee is or has been immediately absent on parental leave.

17.2.3 The rights of the Employer in relation to engagement and re-engagement of a <sup>v</sup> Casual Employee is not affected, other than in accordance with this clause.

### 17.3 Definitions

17.3.1 For the purposes of this clause, child means a child of the Employee under the age of five years or under school age, whichever applies first. Except that for the purposes of adoption, a **child** is an **eligible child** and means a person under the age of five years or under school age, whichever applies first, who is placed with the Employee, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

17.3.2 For the purposes of this clause, an **eligible casual employee** means a Casual Employee :  
(a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and  
(b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis;

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

17.3.4 A spouse includes a former spouse, a de facto spouse and a former de facto spouse

### 17.4 Entitlement

17.4.1 An Employee, upon the completion of 12 months of continuous service with the Employer is entitled to up to 12 months' unpaid parental leave (maternity, paternity or adoption leave). The first 14 weeks of this period shall be paid at the employee's

ordinary rate of pay. A period of unpaid 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.

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

- to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks;
- to extend the period of long unpaid parental leave provided for in the Act by a further continuous period of leave not exceeding 12 months; and
- 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.

17.4.3 An Employee's request and the Employer's decision made under 17.4.2 must be recorded in writing.

17.4.4 Where an Employee wishes to make a request under 17.4.2 to extend the period of simultaneous unpaid parental leave or the period of long unpaid parental leave, 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 Part time work**

17.5.1 Where an Employee makes a request under 17.4.2 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 ten weeks prior to the date upon which the Employee is due to return to work from parental leave.

17.5.2 The Employer will consider any request made pursuant to 17.4.2 having regard to the Employee's circumstances and, provided the request is genuinely based upon 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 the educational program.

17.5.3 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.

17.5.4 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 17.5.3.

## **17.6 Ordinary maternity leave**

- 17.6.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement "of ordinary maternity leave. The Employee:
- (a) must provide notice in writing to the Employer of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant). The Employee must give the medical certificate to the Employer no later than ten {10} weeks before the expected date of birth (as stated in the Certificate:).
- (b) must provide notice in writing to the Employer of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken. This notice must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.
- 17.6.2 When the Employee gives notice under 17.6.1(b) the Employee must also provide a statutory declaration stating the following:
- the particulars of any period of paternity leave sought or taken by her spouse;
  - that the Employee intends to be the child's primary care-giver at all times while on ordinary maternity leave; and
  - that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment
- 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 or any other compelling reason.
- 17.6.4 Subject to clause 17.6.1 hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence ordinary maternity 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 of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.
- 17.6.6 The Employer may require the Employee to start a continuous period of leave as soon as reasonably practicable if the Employee does not give the Employer the medical certificate pursuant to 17.6.5 within seven days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.
- 17.6.7 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 from a medical practitioner 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, 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, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 52 weeks.

- 17.7.4 Where leave is granted under clause 17.6.4, 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.
- 17.7.5 A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.
- 17.7.6 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a medical practitioner stating that the Employee is pregnant, the expected date of birth, and that the Employee is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.
- 17.7.7 An application for special maternity leave required because of the end of the Employee's pregnancy otherwise than by the birth of a living child must be accompanied by:
- (a) a medical certificate from a medical practitioner containing the following statements:
    - that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
    - what the expected date of birth would have been if the pregnancy had gone to full term;
    - that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
    - that the Employee is, was, or will be unfit for work during a stated period.
  - (b) a statutory declaration made by the Employee containing the following statements:
    - that the employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
    - the first and last days of the period (or periods) of any other authorised leave taken by the Employee because of a pregnancy-related illness or the end of the pregnancy; and
    - that the employee will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.
- 17.7.8 The application, medical certificate and statutory declaration (if required) must be given to the Employer before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.
- 17.7.9 An Employee will not be in breach of this clause if the Employee could not comply with the documentation requirements because of circumstances beyond her control.
- 17.7.10 An Employee is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the Employer.

## **17.8 Paternity leave**

- 17.8.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of short paternity leave. The Employee:
- (a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than 10 weeks before the date stated in the certificate; or
  - (b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states that the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity

leave has started) if it was not reasonably practicable for the Employee to comply with 17.8.1(a) because of the premature birth of the child or any other compelling reason; and

(c) must provide to the Employer a written application for short paternity leave stating the first and last days of the period of the period of short paternity leave, with the application given to the Employer as soon as reasonably practicable on or after the first day of the period of leave.

- 17.8.2 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of long paternity leave. The Employee must provide the Employer with a statutory declaration no later than 10 weeks prior to the first day of the intended period of leave stating:
- he will take that period of paternity leave to become the primary care-giver of a child;
  - particulars of any period of maternity leave sought or taken by his spouse; and
  - that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

- 17.8.3 The Employee will not be in breach of 17.8.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

### 17.9 Adoption leave

- 17.9.1 An Employee must give written notice to his or her Employer of the Employee's intention to apply for adoption leave as soon as reasonably practicable after receiving notice (a **placement approval notice**) of the approval of the placement of an eligible child with the Employee.
- 17.9.2 An Employee must give written notice to his or her Employer of the day when the placement of an eligible child with the Employee is expected to start as soon as reasonably practicable after receiving notice (a **placement notice**) of the expected day.
- 17.9.3 An Employee must give written notice to his or her Employer of the first and last days of the periods of short and long adoption leave (or of either type of leave) the Employee intends to apply for because of the placement:
- a. if the Employee receives a placement notice about the placement within the period of 8 weeks after receiving the placement approval notice -before the end of that 8-week period; or
  - b. if the Employee receives a placement notice about the placement after the end of the period of 8 weeks after receiving the placement approval notice - as soon as reasonably practicable after receiving the placement notice.
- 17.9.4 A notice under 17.9.1, 17.9.2 or 17.9.3 must be given to the Employee's Employer as soon as reasonably practicable where the Employee cannot comply due to the day that the placement is expected to start or any other compelling reason.
- 17.9.5 An Employee must provide a written application to his or her Employer for short adoption leave, stating the first and last dates of the period no later than 14 days before the proposed day of placement of the child. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of short adoption leave.
- 17.9.6 An Employee must provide a written application to his or her Employer for long adoption leave, stating the first and last dates of the period no later than 10 weeks before the first day of the proposed continuous period of leave including (or constituted by) the long adoption leave applied for. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of long adoption leave.

- 17.9.7 The Employee must also give his or her Employer the following documents:
- (a) a statement from the adoption agency of the day when the placement is expected to start, and
  - (b) a statutory declaration made by the Employee stating
    - whether the Employee is taking short adoption leave, long adoption leave or both;
    - the first and last days of the period or periods of leave to be taken;
    - that the child is an eligible child;
    - that the Employee intends to be the primary care-giver at all times while on the long adoption leave
    - that the Employee will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.
- 17.9.8 An Employee may take:
- (a) short adoption leave to which he or she is entitled at any time within the period of 3 weeks starting on the day of placement of the child, and/or
  - (b) long adoption leave to which he or she is entitled at any time within 12 months after the day of placement of the child.
- 17.9.9 Where the placement of a child for adoption with an Employee
- does not commence, the Employee is not entitled to leave; or
  - commences but is discontinued or cancelled, the Employee's entitlement to adoption leave is not affected. However, the Employer may give the Employee written notice that, from a stated day no earlier than 4 weeks after the day the notice is given, any untaken long adoption leave that the Employee remains entitled to at the stated day is cancelled with effect from that day.
- 17.9.10 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

## **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 17.4.2.

## **17.11 Transfer to a safe job**

- 17.11.1 Subject to 17.11.2 and 17.11.3, where an Employee is pregnant and, in the opinion of a 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 This subclause applies to an Employee if
- a) the Employee is entitled to ordinary maternity leave; and
  - b) the Employee has already complied with the documentation requirements under 17.6; and
  - c) the Employee gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
    - i. illness, or risks, arising out of her pregnancy; or
    - ii. hazards connected with that position.

- 17.11.3 If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job:
- a) the Employee may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 17.11.4(b); or
  - b) the Employer may require the Employee to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 17.11.4(b).

17.11.4 If the Employee takes paid leave under 17.11.3:

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

### **17.12 Variation of period of ordinary maternity leave, long paternity leave or long adoption leave**

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

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

17.12.2 Subject to the relevant provisions of the Act, the period of ordinary maternity leave, long paternity to leave or long adoption leave may be shortened by written agreement between the Employer and the Employee.

17.12.3 To avoid doubt, this subclause does not apply to the right to request provision in 17.4.2.

### **17.13 Returning to work after a period of parental leave**

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

17.13.2 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 17.11, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A part-time Teacher will be entitled to the same time fraction.

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

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

### **17.14 Replacement employees**

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

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

### **17.15 Communication during parental leave**

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

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

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

17.15.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 17.15.1.

## **18 LONG SERVICE LEAVE**

18.1 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. Long Service Leave will accrue at the rate of 1.3 weeks per annum.

18.1.1 An Employee is entitled to long service leave of 9.1 weeks upon the completion of 7 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.

18.1.2 Accrued Long Service Leave will be paid in lieu where an Employee's employment is terminated after five 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.)*.

18.1.3 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.

18.1.4 A School Assistant or Clerical 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.

18.1.5 A Teacher, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:

<b>Service prior to 1 February 1997</b>	
<b><i>Employment Arrangement</i></b>	<b><i>Entitlement to Payment</i></b>
(a) where all service for the period of employment ending 31 January 1997 was	Salary is calculated using the average weekly hours over the last 12 months of actual

part-time	service and multiplying the average weekly hours by the current hourly rate of pay
(b) where full-time employment falls last	leave taken from the full-time credit will be paid at the current full-time salary, and 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
(c)Where 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, and part-time credit will be paid on the basis of average weekly hours over the last 12 months of part-time employment
(d)Where the Teacher can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment	average weekly hours will be struck over the actual period of part-time employment
<b>Service from 1 February 1997</b>	
<b><i>Employment Arrangement</i></b>	<b><i>Entitlement to Payment</i></b>
Time fraction has varied during service	payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service

## **18.2 Illness on Long Service Leave**

18.2.1 Subject to the requirements of 18.4, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury 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.

18.2.2 The Employee's application;

- i. must be received by the Employer during the period of illness or injury;
- ii. must be in writing unless the injury or illness is such that the Employee is unable to write.
- iii. 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
- iv. 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 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).

## **20 ACCIDENT COMPENSATION AND ACCIDENT MAKE UP PAY**

- 20.1 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 (Teacher/School Assistant) or 26 weeks (Clerical Employee) in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 20.2 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:
- 20.3 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.
- 20.4 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)*.

## **21 WITHHOLDING OF MONIES**

- 21.1 Subject to 21.2 in the event that an Employee does not provide the full notice required by 40, 45 or 50 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.
- 21.2 Clause 21.1 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.
- 21.3 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 38.1, 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.
- 21.4 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.

## **22 REDUNDANCY**

### **22.1 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 leads to the ordinary and customary turnover of labour.  
Redundancy disputes

- 22.1.1 Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and the Employee's 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.

22.1.2 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.

**22.2 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.

**22.3 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	8 weeks' pay
4 years and less than 5 years	10 weeks' pay
5 years and less than 6 years	12 weeks' pay
6 years and less than 7 years	14 weeks' pay
7 years and less than 8 years	16 weeks' pay
8 years and less than 9 years	18 weeks' pay
9 years and less than 10 years	20 weeks' pay
10 years and over	21 weeks <sup>1</sup> 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.

**22.4 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 22.3 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.

**22.5 Alternative employment**

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

**22.5 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.

**23 ANNUAL LEAVE LOADING**

23.1 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.

23.2 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 Annual Rate of Pay school holidays and non term time)  
 Number of School's term weeks

$$\frac{17.5\% \text{ working wks (excluding paid school holidays \& non term time)}}{\text{number of school term weeks}} \times 4 \times \frac{\text{Annual rate of pay}}{52.18}$$

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

23.4 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.

**24 MEAL ALLOWANCE**

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7 p.m. on any day.

**25 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.

**26 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.

**27 JURY SERVICE LEAVE**

**27.1 Entitlement**

27.1.1 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.

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

27.1.3 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.

27.1.4 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.

- 27.1.5 Subject to 27.1.4 of this clause, an Employer will reimburse an Employee granted leave pursuant to 27.1.1 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.

## **28 EXAMINATION LEAVE**

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

## **29 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.

## **30 FEE DISCOUNTS**

Staff members with children attending Preshil School will be entitled to a 50% discount on costs of school fees.

## **31 DEPENDENT CARE COSTS**

- 31.1 Where the school requires an employee to attend meetings or, professional development activities on a weekend or School Council meetings on a weekday evening, the school will reimburse additional expenses incurred for dependent care or childcare.
- 31.2 Approval for reimbursement is subject to the employee advising the school in advance that he or she will need to access dependent care or childcare.
- 31.3 The employee shall provide satisfactory proof of payment to a registered service or other agreed provider for the care provided.
- 31.4 Reimbursement shall only be for the period that the school requires the employee to attend work, including reasonable travel time to and from such work.

## **32 OVERNIGHT ALLOWANCE**

Where an employee is required to be away from home overnight, an allowance of \$50 per night shall be paid.

## **33. INTRODUCTION OF CHANGE**

- 33.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer shall notify the employees who may be affected by the proposed changes and their union.
- 33.2 "Significant effects" includes termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 33.3 The Employer shall discuss with the employees affected and the union, as early as practicable, the introduction of the changes referred to above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or their advocate in relation to the changes.

- 33.4 The Employer shall provide in writing to the employees concerned and their union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect staff. The Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the School's interests.

#### **34 CONSULTATIVE COMMITTEE**

The purpose of the consultative committee is to

- Monitor and make recommendations in relation to the Agreement
- Consult and make recommendations to the Employer about workloads (e.g. extras, practical classes, spread of hours for part-timers) and Positions of Responsibility (allowances / time release)
- The committee shall comprise:
  - 1 representative of the junior school staff
  - 1 representative of the senior school staff
  - 1 representative of the VIEU sub-branch
  - The Principal or his/her nominee
  - 1 (other) nominee of the principal

#### **35 DUE PROCESS**

- 35.1 An employer who has concerns with the conduct or performance of an employee may instigate Due Process as outlined in this clause.

##### 35.2 Instigating the Due Process

- 35.2.1 To instigate Due Process the employer or the Principal/employer's nominee shall advise the employee in writing of:-
- 35.2.1.1 the employer's concerns about the employee's conduct or performance;
  - 35.2.1.2 the period of the due process, stating the expected timeline of the total process, and the times and dates when review meetings will take place within the timeline;
  - 35.2.1.3 the forms of assistance and counselling as appropriate that will be provided by the employer to help the employee address and overcome the employer's concerns; and
  - 35.2.1.4 the proposed time, date and place of the Initial Meeting of the Due Process.

##### 35.3 The Initial Meeting

- 35.3.1 At the Initial Meeting :
- 35.3.1.1 the employee shall be given an opportunity to seek clarification of any points raised in the employer's letter and to respond to the concerns raised; and
  - 35.3.1.2 there shall be an attempt to reach agreement regarding the expected timeline of the total process, and the times and dates when review meetings will take place within the timeline.
- 35.3.2 The employee shall have the right to be accompanied by a nominee of the employee at this meeting and subsequent review meetings.

##### 35.4 Review Meetings

- 35.4.1 At the review meetings during the period of Due Process :
- 35.4.1.1 the employee shall demonstrate how the concerns of the employer are being addressed; and
  - 13.4.1.2 the employer shall provide advice to the employee as to the progress of the employee in addressing the concerns;

##### 35.5 Concluding the Due Process

- 35.5.1 At the end of the timeline the employer shall advise the employee in writing as to whether:

- 35.5.1.1 the employer's concerns have been satisfactorily addressed; and
  - 35.5.1.2 whether sufficient progress has been made to conclude the Due Process, or whether the employer intends to extend the period of the Due Process.
- 35.6 Following the conclusion of the Due Process, if the employer's intended course of action is to terminate the employment of the employee, Clauses 50, 45, & 40 apply.

### **PART 3: CONDITIONS OF EMPLOYMENT FOR TEACHERS**

#### **36 CLASSIFICATIONS AND SALARY**

- 36.1 Schedule 1A sets out the classification structure and progression through the salary scale.
- 36.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 36.3 Schedule 1C sets out the position of responsibility structure and Schedule 1D sets out the applicable rates of pay.
- 36.4 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 1B and 1D.

#### **37 HOURS OF WORK**

- 37.1 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.
- 37.2 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 37.3 The maximum face-to-face teaching hours for full time teachers are 19 hours per week for Secondary Teachers and 23 hours per week for Primary Teachers. A Teacher in their first year of experience shall be assigned a mentor and shall participate in an induction process. Teacher in their first year of experience shall have a reduction in their face-to-face teaching of 2 hours per week.
- 37.4 The hours of a part timer shall fall within the following, unless the Employee consents to another arrangement.
  - Up to .2 FTE – less than 2 days
  - Above .2 FTE up to .4 FTE – 3 days or less
  - Above .4 FTE up to .75 FTE – 4 days or less

#### **37.5 Extras**

No more than 30 hours or extras per year shall be allocated to a full time teacher. Part time teachers may be required to undertake a pro rata amount of extras.

#### **38 NON ATTENDANCE TIME**

- 38.1 A Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as reasonably necessary to enable the proper performance of the Teacher's role, as defined by the Employer.
- 38.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act. Where a teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 38.3

- 38.3 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:

$$\frac{\text{No. of weeks of Teacher's Attendance Time}}{\text{Total no. of School's Attendance Time}} \times \text{Non-Attendance Time}$$

Less Non Attendance Time weeks already taken.

### **39 ANNUAL LEAVE**

- 39.1 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.
- 39.2 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 39.3 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.
- 39.4 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.

### **40 NOTICE OF TERMINATION**

- 40.1 Where the Employer wishes to terminate the employment of a Teacher serving a qualifying period pursuant to clause 9, or a Teacher wishes to resign during a qualifying period, the period of notice is specified by clause 9.
- 40.2 Subject to clause 40.1 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.
- 40.3 Subject to clause 40.2, 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.
- 40.4 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 17.2.3 that the Teacher being replaced wishes to return from parental leave.
- 40.5 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B and 1D (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 40.6 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.
- 40.7 The notice period in 40.1, 40.2, 40.3 do not apply where the Teacher is guilty of serious misconduct.

## **PART 4: CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS**

### **41 CLASSIFICATIONS AND SALARIES**

- 41.1 Schedule 2A sets out the classification structure for a School Assistant.

- 41.2 Schedule 2B sets out the salary scale for a School Assistant entitled to School Holidays.
- 41.3 Schedule 2C sets out the salary scale for a School Assistant entitled to four weeks' annual leave.
- 41.4 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.

## **42 HOURS OF WORK**

- 42.1 The ordinary hours of work for a Full Time School Assistant will be 38 hours per week.  
The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 42.3 An Employer may require a School Assistant to work reasonable additional hours, in accordance with Schedule 2B.

## **43 ANNUAL LEAVE**

- 43.1 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. A School Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 43.2 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.

## **44 SCHOOL HOLIDAYS**

- 44.1 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.
- 44.2 The salary for a School Assistant in Schedule 2B takes this period of additional leave into account.
- 44.3 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 44.4 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:

Number of working weeks excluding paid holiday periods

3

Less School Holidays already paid

## **45 NOTICE OF TERMINATION**

- 45.1 Where the Employer wishes to terminate the employment of a School Assistant serving a qualifying period pursuant to clause 9, or a School Assistant wishes to resign during a qualifying period, the period of notice is specified by clause 9.
- 45.2 Where the Employer wishes to terminate the employment of a School Assistant who has had six months continuous service with the Employer, 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.
- 45.3 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.

- 45.4 A School Assistant who has had six months continuous employment with the Employer, 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.
- 45.5 In addition to the period of notice specified in 45.3, 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.
- 45.6 The notice period in 45.3 and in clause 9 do not apply where the School Assistant is guilty of serious misconduct.

## **PART 5: CONDITIONS OF EMPLOYMENT FOR CLERICAL EMPLOYEES**

### **46 CLASSIFICATIONS AND SALARIES**

- 46.1 Schedule 3A sets out the classification structure for a Clerical Employee.
- 46.2 Schedule 3B sets out the salary scale for a Clerical Employee.
- 46.3 To the extent necessary, the Employer and the Clerical Employee agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months.

### **47 HOURS OF WORK**

- 47.1 The ordinary hours of work for a Full Time Clerical Employee will be 38 hours per week.
- 47.2 The ordinary hours of work may be averaged over a fortnight or a four-week period. An Employer may require a Clerical Employee to work reasonable additional hours, in accordance with Schedule 3B.
- 47.3 Unless otherwise agreed under 47.5, a Clerical Employee's ordinary hours of work will be between 8.00 a.m. and 6.00 p.m. from Monday to Friday.
- 47.4 To the exclusion of 47.4, the Employer and a Clerical Employee may agree upon the arrangement for the Clerical employee's ordinary hours of work, including but not limited to:
- i. daily starting and finishing times;
  - ii. the time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;
  - iii. attendance at School meetings; and
  - iii. flexible work arrangements.
- 47.6 The Employer and a Clerical Employee may agree to vary the hours of work arrangements at any time.

### **48 ANNUAL LEAVE**

- 48.1 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.
- 48.2 A Clerical Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 48.3 A Clerical Employee 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 Clerical Employee works.

**49 ADDITIONAL LEAVE**

- 49.1 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).
- 49.2 For the purpose of this subclause, Additional Leave is defined as the number of weeks of a School Year (excluding annual leave) that the Employer does not require a Clerical Employee to work. A Clerical employee is entitled to public holidays falling during additional leave.
- 49.3 As additional leave is unpaid authorised leave for the purpose of the Act, annual leave, personal leave and long service leave entitlements accrue during a period of additional leave.
- 49.4 The annual salary of a Clerical Employee in receipt of Additional Leave is calculated using the following formula:

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

Where

A= number of weeks of additional leave. The number of weeks of additional leave in the formula above must not exceed eight weeks (exclusive of annual leave and additional leave) except where the Employer agrees to additional leave of more than eight weeks at the request, in writing, of the 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 of \$13.74 per hour adjusted from time to time after this date.

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

Note 2: The Employer and a Clerical Employee may change the additional leave arrangements by mutual agreement  
As additional leave is not paid leave, the remuneration of a Clerical Employee entitled to additional leave will be annualised and paid in equal instalments throughout the year in accordance with clause 12 (payment arrangements)

**50 NOTICE OF TERMINATION**

- 50.1 In order to terminate the employment of a Clerical Employee, the employer must give to the Clerical Employee, the period of notice specified below.

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

- 50.2 In addition to the notice prescribed in 50.1, a Clerical Employee over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week's notice.

- 50.3 The Employer may elect to provide payment in lieu of the prescribed notice in 50.1 and 50.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the Clerical Employee would have been entitled to, had employment continued until the end of the required period of notice.
- 50.4 The notice of termination required to be given by a Clerical Employee is the same as that required of the Employer, save and except that there is no requirement upon the Clerical Employee to give additional notice based upon the age of the Clerical Employee concerned.
- 50.5 The Employer and a Clerical Employee may agree in writing to vary the period of notice required under 50.1 and 50.2, provided that the agreed period of notice will not be less than that required by this Agreement.

EXECUTED as an Agreement this                      day of                      2008.

Signed for and on behalf of:

Signed for and on behalf of:  
[Legal Name]. [ABN/ACN]

Address Authority to Sign

Principal

In the presence of

The [school]  
as represented by

Authority to Sign

Signature

Witness

Name in Print

In the presence of  
Witness

## **SCHEDULE 1A: CLASSIFICATION STRUCTURE (TEACHERS)**

### **1 A.1 Teachers with full and Provisional Registration**

1 A.1.1 A Teacher holding full or Provisional Registration, who has a 4 year approved training course beyond secondary school including teacher training, will commence at Level 3 registered Teacher with a 4-year approved training course beyond secondary school and including teacher training will commence at Level 3 and subject to 1A.1.2, progress to Level 12 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1A.1.2 A registered Teacher holding full or Provisional registration, who has a 3-year approved training course beyond secondary school and including teacher training will commence at Level 1 and subject to 1A.2.3, progress to Level 12 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.

1 A.1.3 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.

### **1A.2 Permission to Teach Teachers**

1A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.

1A.2.2 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.

## SCHEDULE 1B: SALARIES (TEACHERS)

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

	2007	3% 1 Feb 08	3% 1 Aug 08	3% 1 Feb 09	3% 1 Aug 09	3% 1 Feb 10	3% 1 Aug 10
<b>Level 1</b>	47,904	49,341	50,821	52,346	53,916	55,534	57,200
<b>Level 2</b>	50,142	51,646	53,196	54,792	56,435	58,128	59,872
<b>Level 3</b>	52,380	53,951	55,570	57,237	58,954	60,723	62,544
<b>Level 4</b>	54,617	56,256	57,943	59,681	61,472	63,316	65,216
<b>Level 5</b>	56,858	58,564	60,321	62,130	63,994	65,914	67,891
<b>Level 6</b>	59,096	60,869	62,695	64,576	66,513	68,508	70,564
<b>Level 7</b>	61,334	63,174	65,069	67,021	69,032	71,103	73,236
<b>Level 8</b>	63,575	65,482	67,447	69,470	71,554	73,701	75,912
<b>Level 9</b>	65,813	67,787	69,821	71,916	74,073	76,295	78,584
<b>Level 10</b>	66,739	68,741	70,803	72,928	75,115	77,369	79,690
<b>Level 11</b>	67,666	69,696	71,787	73,940	76,159	78,443	80,797
<b>Level 12</b>	68,595	70,653	72,772	74,956	77,204	79,520	81,906
<b>Level 13</b>	69,579	71,666	73,816	76,031	78,312	80,661	83,081

\* Except Level 13 where the incremental increase will be 4.5% from 1-Feb-08 and from 1-Feb-09

### 1B.2 Weekly Salary

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

### 1B.3 Annual Leave Loading

The annual salary in 1B.1 does not include annual leave loading.

### 1 B.4 Casual Rate of Pay

The rate of pay for a Casual Teacher will not be less than \$216.50 per day \$108.25 per half day. This rate will be adjusted as required to ensure Casual Teachers are paid not less than those employed in government schools.

## SCHEDULE 1C: POSITIONS OF RESPONSIBILITY STRUCTURE (TEACHERS)

### 1C.1 Eligibility

1C. 1.1 A rate of pay will be paid to a Teacher where the Employer requires the

performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Employer.

1C.1.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.

1C.1.3 The Principal determines who is eligible for the rate of pay.

**1C.2 Notification**

1C.2.1 The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid.

1C.2.2 The Principal will advise the Teacher of the level to which the position equates in accordance with 1C.3.

**1C.3 Positions of Responsibility Structure**

1C.3.1 Level A: Co-ordinator with time allowance of 4 periods  
 Level B: Co-ordinator with time allowance of 8 periods

**SCHEDULE 1D: POSITIONS OF RESPONSIBILITY STRUCTURE RATES OF PAY (TEACHERS)**

1D.1

	3%	3%	3%	3%	3%	3%
2007	1 Feb 08	1 Aug 08	1 Feb 09	1 Aug 09	1 Feb 10	1 Aug 10
5847	6,022	6,203	6,389	6,581	6,778	6,982

All increases will be adjusted to reflect the same % increase as the teacher's rates of pay. The adjustment will be made at the same time as the increases are made to the teacher's rates of pay.

ID.1.2 Where the position of responsibility is shared, then payments may also be shared.

**SCHEDULE 2A: SCHOOL ASSISTANT CLASSIFICATION STRUCTURE**

**2A.1 Classifying school assistants**

2A.1.1 Positions for ancillary staff employed in libraries, laboratories and on audiovisual 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
- 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.2.2(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 ail 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 fieldwork
- 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.

## SCHEDULE 2B: SALARIES (SCHOOL ASSISTANTS WITH SCHOOL HOLIDAYS)

### 2B.1 Annual Salary

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

Level	2007	3% 1 Feb 08	3% 1 Aug 08	3% 1 Feb 09	3% 1 Aug 09	3% 1 Feb 10	3% 1 Aug 10
<b>Grade 1</b>							
1st year	36,971	38,080	39,223	40,399	41,611	42,860	44,145
2nd	37,112	38,225	39,372	40,553	41,770	43,023	44,314
3rd	38,467	39,621	40,810	42,034	43,295	44,594	45,932
4th	39,176	40,351	41,562	42,809	44,093	45,416	46,778
5th+	39,937	41,135	42,369	43,640	44,949	46,298	47,687
<b>Grade 1A</b>							
1st year	40,887	42,114	43,377	44,678	46,019	47,399	48,821
2nd	41,550	42,797	44,080	45,403	46,765	48,168	49,613
<b>Grade 2</b>							
1st year	41,550	42,797	44,080	45,403	46,765	48,168	49,613
2nd	42,291	43,560	44,867	46,213	47,599	49,027	50,498
3rd	43,033	44,324	45,654	47,023	48,434	49,887	51,384
4th	43,644	44,953	46,302	47,691	49,122	50,595	52,113
5th	44,387	45,719	47,090	48,503	49,958	51,457	53,000
6th+	45,128	46,482	47,876	49,313	50,792	52,316	53,885
<b>Grade 3</b>							
1st year	45,128	46,482	47,876	49,313	50,792	52,316	53,885
2nd	46,017	47,398	48,819	50,284	51,793	53,346	54,947
3rd	46,914	48,321	49,771	51,264	52,802	54,386	56,018
4th	47,812	49,246	50,724	52,245	53,813	55,427	57,090
5th	48,701	50,162	51,667	53,217	54,813	56,458	58,152
6th+	45,952	47,331	48,750	50,213	51,719	53,271	54,869
<b>Grade 4</b>							
1st year	47,812	49,246	50,724	52,245	53,813	55,427	57,090
2nd	48,701	50,162	51,667	53,217	54,813	56,458	58,152
3rd	45,952	47,331	48,750	50,213	51,719	53,271	54,869
4th	50,142	51,646	53,196	54,792	56,435	58,128	59,872
5th	51,033	52,564	54,141	55,765	57,438	59,161	60,936
6th+	51,551	53,098	54,690	56,331	58,021	59,762	61,555

All increases will be adjusted to reflect the same % increase as the teacher's rates of pay. The adjustment will be made at the same time as the increases are made to the teacher's rates of pay..

Current employees earning above their classification will not be financially disadvantaged and will receive all stated increases.

2B.1.2 A School Assistant employed in a position that is not covered by a

classification (Schedule 2A) is entitled to be paid not less than a Grade 1 salary.

## 2B.2 **Weekly Salary**

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

## 2B.3 **Part Time Salary**

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

Total hours employed per week x appropriate full-time weekly salary 38

## 2B.4 **Incremental advancement**

2B.4.1 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.

2B.4.2 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.

## 2B.5 **Casual Rate of Pay**

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

Weekly Salary in Schedule 2C for 1st year of  
adult experience for the appropriate grade x 1.25 38

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

## SCHEDULE 2C: SALARIES (SCHOOL ASSISTANTS WITH 4 WEEKS ANNUAL LEAVE)

### 2C.1 Annual Salary

2C.1.1 A Full time School Assistant in receipt of 4 weeks annual leave will be paid not less than the relevant salary specified for the School Assistant's classification and experience level.

Level	2007	3% 1 Feb 08	3% 1 Aug 08	3% 1 Feb 09	3% 1 Aug 09	3% 1 Feb 10	3% 1 Aug 10
<b>Grade 1</b>							
1st year	39,832	41,027	42,258	43,526	44,831	46,176	47,561
2nd	40,635	41,854	43,110	44,403	45,735	47,107	48,520
3rd	41,452	42,696	43,976	45,296	46,655	48,054	49,496
4th	42,220	43,487	44,791	46,135	47,519	48,945	50,413
5th+	43,045	44,336	45,666	47,036	48,448	49,901	51,398
<b>Grade 1A</b>							
1st year	44,073	45,395	46,757	48,160	49,605	51,093	52,625
2nd	44,792	46,136	47,520	48,945	50,414	51,926	53,484
<b>Grade 2</b>							
1st year	44,792	46,136	47,520	48,945	50,414	51,926	53,484
2nd	45,595	46,963	48,372	49,823	51,318	52,857	54,443
3rd	46,398	47,790	49,224	50,700	52,221	53,788	55,402
4th	47,061	48,473	49,927	51,425	52,968	54,557	56,193
5th	47,864	49,300	50,779	52,302	53,871	55,487	57,152
6th+	48,667	50,127	51,631	53,180	54,775	56,418	58,111
<b>Grade 3</b>							
1st year	48,667	50,127	51,631	53,180	54,775	56,418	58,111
2nd	49,631	51,120	52,654	54,233	55,860	57,536	59,262
3rd	50,255	51,763	53,316	54,915	56,562	58,259	60,007
4th	51,227	52,764	54,347	55,977	57,656	59,386	61,168
5th	51,818	53,373	54,974	56,623	58,322	60,071	61,873
6th+	52,784	54,368	55,999	57,679	59,409	61,191	63,027
<b>Grade 4</b>							
1st year	51,227	52,764	54,347	55,977	57,656	59,386	61,168
2nd	51,818	53,373	54,974	56,623	58,322	60,071	61,873
3rd	52,784	54,368	55,999	57,679	59,409	61,191	63,027
4th	53,756	55,369	57,030	58,741	60,503	62,318	64,187
5th	54,720	56,362	58,052	59,794	61,588	63,435	65,339
6th+	55,686	57,357	59,077	60,850	62,675	64,555	66,492

All increases will be adjusted to reflect the same % increase as the teacher's rates of pay. The adjustment will be made at the same time as the increases are made to the teacher's rates of pay.

Current employees earning above their classification will not be financially disadvantaged and will receive all stated increases.

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

## 2C.2 Weekly Salary

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

## 2C.3 Part Time Salary

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

Total hours employed per week x appropriate full-time weekly salary 38

## 2C.4 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.

## 2C.5 Casual Rate of Pay

A Casual School Assistant will be paid an hourly rate of pay calculated as follows:  
Weekly Salary in Schedule 2C for 1st year of  
adult experience for the appropriate grade x 1.25 38

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

## **SCHEDULE 3A: CLASSIFICATION STRUCTURE (CLERICAL EMPLOYEES)**

### 3A.1 Classifying positions

3A.1.1 The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the principal functions of the position required to be exercised by the Clerical Employee, as determined by the Employer.

3A.1.2 Upon commencement of employment, the Employer will advise the Clerical Employee in writing of the classification level of the Clerical Employee's position of employment and of any change to the Clerical Employee's classification level.

### 3A.2 Level 1

#### 3A.2.1 General work description

The Clerical Employee undertakes a variety of routine duties largely of a clerical and administrative nature. In the first year of service, the Clerical Employee applies knowledge and skills to a limited range of tasks. With experience, the Clerical Employee applies knowledge and skills to a wider range of tasks and is responsible for assuring the quality of the Clerical Employee's work.

#### 3A.2.2 Qualifications

The Clerical 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.

### 3A.2.3 Supervision

- 3A.2.3(a) The Clerical Employee receives direct supervision, which includes working with established routines and using defined and predictable methods and procedures. The work performed is regularly checked.
- 3A.2.3(b) With experience, the Clerical Employee is required to perform a wider range of functions under direct supervision. The Clerical Employee receives specific direction on what is required and how the duties are to be performed, which leads to routine direction, as knowledge is gained of the required tasks and procedures. The Clerical Employee is subject to regular monitoring and progress checks. The Clerical Employee, after gaining experience, may exercise some degree of autonomy and discretion.
- 3A.2.3(c) The Clerical Employee is not required to supervise other employees. 3A.2.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- undertaking routine reception duties, including screening visitors, arranging interviews/meetings, making appointments, maintaining diary records and communicating information in accordance with policies and procedures;
- undertaking basic clerical and keyboard duties;
- providing general administrative support, including the preparation of documents, obtaining data from given sources and receiving/recording enrolment data;
- maintaining, entering and retrieving data, including financial data, from the computer system and preparing standard reports from databases;
- maintaining basic written records, including filing;
- counting, receipting and recording monies and preparing banking documentation.
- 

### 3A.3 Level 2

#### 3A.3.1 General work description

The Clerical Employee may be required to perform a wide range of functions under routine direction, which will lessen overtime. The Clerical Employee, after gaining experience, will exercise some degree of autonomy and discretion.

#### 3A.3.2 Qualifications

The Clerical 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 the Employer.

#### 3A.3.3 Supervision

- 3A.3.3(a) The Clerical Employee receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach. The Clerical Employee is normally subject to progress checks usually confined to the unusual or difficult aspects of the work and has work reviewed upon completion. The Clerical Employee has the technical knowledge and/or experience to perform the standard duties, usually without technical instruction.
- 3A.3.3(b) Although the Clerical Employee is routinely supervised, the Clerical Employee operates with a fair degree of autonomy and may be required to supervise Level 1 Clerical Employees (or equivalent). The Clerical Employee is responsible for assuring the quality of the Clerical Employee's work and may have some responsibility for assuring the quality of work of other

employees under the Clerical Employee's supervision.

#### 3A.3.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- the work requirements of Level 1, which are performed with a higher level of autonomy and responsibility and a lower level of supervision;
- providing general administrative support, including the preparation of non-standard documents, obtaining data from a range of sources and processing student admissions, registrations, enrolments and transfers;
- maintaining, entering and retrieving data, including financial data, from the computer system and preparing a range of reports, including non-standard reports, from databases;
- providing data and document production services;
- liaising with and providing general information about the School's operations to parents, students and employees, in accordance with policies and procedures.

### 3A.4 Level 3

#### 3A.4.1 General work description

The Clerical Employee is required to exercise significant initiative and discretion and is required to demonstrate expertise. The Clerical Employee is required to accept personal responsibility significantly beyond that of a Level 2 Clerical Employee.

#### 3A.4.2 Qualifications

The Clerical Employee, in addition to the knowledge and skills required at Level 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 experience considered relevant by the Employer.

#### 3A.4.3 Supervision

The Clerical Employee receives general direction, usually covering only the broader technical aspects of the work and works with little direct supervision. The Clerical Employee may be subject to progress checks to ensure that satisfactory progress is being made. The Clerical Employee may be responsible to a supervisor and may be required to supervise Level 1 and 2 Clerical Employees (or equivalent).

#### 3A.4.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- providing clerical, keyboard and office management support, as required by the Principal or Principal's delegate/s;
- in consultation with the Principal or the Principal's delegate/s, managing work priorities, taking into account the overall workload of the functional area;
- maintaining and updating office systems and administrative records;
- maintaining the School's financial records and providing routine financial reports;
- assisting in the preparation of the School budget through the collection and ordering of relevant financial data;
- ensuring receipts and payments are properly recorded and reconciled against bank statements and administering School banking;
- conducting control checks on accounts processed and ensuring that required accountability standards are met.

### 3A.5 Level 4

#### 3A.5.1 General work description

The Clerical Employee, in addition to the knowledge and skills required at Level 3, would be required to directly supervise other employees in a large reasonably autonomous unit within, or across, the workplace. The Clerical Employee, under

general direction, assists with the coordination of School services, such as financial services.

Alternatively, the Clerical Employee may be in a support role to a senior administrator, and would generally be required to manage a specific support function or assist the senior administrator in the management of support functions. The Clerical Employee may be required to supervise staff delivering a single support function.

### 3A.5.2 Qualifications

The Clerical Employee, in addition to the knowledge and skills required at Level 3, is required to undertake duties requiring additional experience or knowledge either as a result of qualifications or experience or both.

### 3A.5.3 Supervision

3A.5.3(a) The Clerical Employee receives limited direction, such as instruction in the form of the required objectives, and has work measured in terms of the achievement of stated objectives. The Clerical Employee is competent and experienced in a technical sense and requires little guidance during the performance of work. The Clerical Employee is required to use initiative, exercise discretion and perform work to a high level.

3A.5.3(b) The Clerical Employee would normally be responsible to the Principal or Principal's delegate and would be required to supervise Level 1 to 3 employees (or equivalent). The employee is responsible for the allocation of work, co-ordinating workflow, checking the progress of work, the quality of work and problem-solving.

### 3A.5.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- coordinating the delivery of administrative services within the School;
- in consultation with the Principal or the Principal's delegate/s, determining and managing work priorities of the School office;
- developing and implementing strategies to ensure effective administration procedures;
- managing the School's records system, including computerised student, employee and School records;
- managing the School's financial records and preparing financial reports;
- preparing financial documentation and data for budget preparation;
- reconciling School expenditure against budget, including advising employees with budget responsibilities on expenditure against budget;
- managing School payroll, together with maintaining employee records;
- researching, preparing and presenting reports and data.

## 3A.6 Level 5

### 3A.6.1 General work description

3A.6.1(a) The Clerical Employee, under general direction, has responsibility for the supervision and coordination of finance and other administration services within the School, or manages a specific function, with the appropriate level of responsibility and accountability.

3A.6.1(b) In general, tasks are well-defined and supported by policies and systems, with scope to identify a problem, recommend or instigate changes to work practices, determine the strategic option or solution to a problem and provide significant input into developing and changing School policy.

3A.6.1(c) The Clerical Employee is responsible for:

- day-to-day management and supervision of staff within the work area;

- providing key support and timely advice to the Principal, Principal's delegate/s or governing body;
- effective liaison on behalf of the School, including with the School community, government departments/agencies and service providers;
- developing procedures/guidelines relating to School operations;
- establishing work practices for support staff;
- providing advice and counselling to subordinate staff on matters such as professional development, work performance and related matters;
- meeting specific operational objectives;
- providing authoritative policy advice on the School's operations.

### 3A.6.2 Qualifications

The Clerical Employee requires knowledge of the operations of the work area and the operative procedures and guidelines. The Clerical Employee has the skills required to do the job either as a result of qualifications or experience or both.

### 3A.6.3 Supervision

Work is performed with clearly established objectives, strategies and guidelines with some scope to determine operational strategies subject to monitoring and intervention by the Principal or the Principal's delegate.

### 3A.6.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- in consultation with the Principal or Principal's delegate, determining and managing the work priorities of administrative support employees;
- providing a range of administrative support services, as determined by the Principal or the Principal's delegate/s;
- managing the School's administrative support systems, including computer systems and student, employee and School records;
- managing and directing the preparation of budgets and financial statements and contributing to the School's financial decision-making processes;
- coordinating the accounting processes of the School and ensuring that all funds, including investments, are effectively accounted for according to School policy and directives;
- managing School fundraising activities.

## 3A.7 Level 6

### 3A.7.1 General work description

The Clerical Employee coordinates support services within, or across, a School. The Clerical Employee is required to develop and coordinate strategies across a range of functional areas that impact upon the administration of the School and the achievement of the School's objectives.

#### 3A.7.1 (a) The Clerical Employee is responsible for:

- managing and supervising administrative support staff within the School;
- providing key support and timely advice to the Principal and governing body;
- effective liaison on behalf of the Principal and the governing body, including with the School community, government departments/ agencies and service providers;
- Providing the Principal and the Principal's delegate/s with regular progress reports;
- Providing advice that contributes significantly to School operations;
- Leading and supervising other support staff;
- Contributing significantly to the development and delivery of professional development for employees.

### 3A.7.2 Qualifications

The Clerical Employee requires specialist, professional and/or technical knowledge,

understanding and expertise related to the tasks of the work area. The Clerical Employee has the skills required to do the job either as a result of qualifications or experience or both.

### 3A.7.3 Supervision

The Clerical Employee is provided with some direction on targets and goals by the Principal or Principal's delegate. The Clerical Employee will have some latitude in determining how the targets and goals are achieved, which would generally be limited by standard procedures and policies. The Principal or Principal's delegate may intervene in relation to the determination of priorities, deadlines and operating strategies.

### 3A.7.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- Ensuring the provision of a range of administrative support functions, as determined by the Principal or the Principal's delegate/s;
- Developing and preparing submissions on behalf of the Principal, the Principal's delegate/s or the School's governing body;
- Directing the accounting processes of the School and ensuring that all funds, including investments, are effectively accounted for according to requirements;
- Administering School income, including government grants;
- Drafting reports and making recommendations on operational issues to the Principal, the Principal's delegate/s or the School's governing body.

## SCHEDULE 3B: SALARIES (CLERICAL EMPLOYEES)

### 3B.1 Annual Salary

3B.1.1 A Full Time Clerical Employee is entitled to be paid not less than the following annual salary relevant to the Clerical Employee's classification.

Level	2007	3% 1 Feb 08	3% 1 Aug 08	3% 1 Feb 09	3% 1 Aug 09	3% 1 Feb 10	3% 1 Aug 10
<b>Level 1</b>							
Year 1	40,898	42,125	43,389	44,690	46,031	47,412	48,834
Year 2	45,125	46,479	47,873	49,309	50,789	52,312	53,882
<b>Level 2</b>	49,352	50,833	52,358	53,928	55,546	57,212	58,929
<b>Level 3</b>	52,152	53,717	55,328	56,988	58,698	60,458	62,272
<b>Level 4</b>	57,646	59,375	61,157	62,991	64,881	66,828	68,832
<b>Level 5</b>	65,395	67,357	69,378	71,459	73,603	75,811	78,085
<b>Level 6</b>	71,030	73,161	75,356	77,616	79,945	82,343	84,814

All increases will be adjusted to reflect the same % increase as the teacher's rates of pay. The adjustment will be made at the same time as the increases are made to the teacher's rates of pay.

Current employees earning above their classification will not be financially disadvantaged and will receive all stated increases.

### 3B.2 Weekly Salary

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

### 3B.3 Part Time Salary

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

### 3B.4 Junior Salary

A Full Time junior Clerical Employee classified at Level 1 or Level 2 pursuant to Schedule 3A, is entitled to be paid not less than the following percentage of the full time salary relevant to the Clerical Employee's classification.

Age Percentage of full-time rate

Under 17 years 50%

At 17 years 60%

At 18 years 70%

At 19 years 80%

At 20 years 90%

### 3B.5 Work Outside Of or In Excess of the Ordinary Hours of Work

3B.5.1 Where the Employer requires a Clerical Employee to work outside of, or in excess of, the ordinary hours of work, as determined under clause 47, taking into account the averaging of hours of work:

- i. a further averaging arrangement may be agreed between the Employer and the Clerical Employee, provided the arrangement is agreed within four weeks of the hours being worked; or

- ii. where a further averaging arrangement cannot be agreed between the Employer and the Clerical Employee within four weeks of the time being worked, the Employer will pay the Clerical Employee for the hours worked at the ordinary time rate of pay with the next salary payment.
  - iii.
- 3B.5.2 Where the Employer requests a Clerical Employee to work more than five hours in excess of the ordinary hours of work, or in excess of the averaging arrangement in place, within in any consecutive five-day period, the Clerical Employee may refuse to work all hours in excess of five hours.