

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Ruyton Girls' School Agreement (the 'Agreement') 2008 and is an Employee Collective Agreement made pursuant to section 327 of the *Workplace Relations Act (Cth.)* 1996.

2 ARRANGEMENT

The Agreement is arranged as follows.

Part 1 – Application and Operation

1. Title
2. Arrangement
3. Commencement Date and Period of Operation
4. Parties Bounds
5. Relationship to Awards
6. Definitions
7. Dispute Resolution Process

Part 2 - Employment Relationship

8. Modes of Employment
9. Qualifying Period
10. Remuneration Packaging
11. Superannuation
12. Payment Arrangements
13. Personal Leave
14. Compassionate Leave
15. Infectious Diseases Leave
16. Emergency Services Leave
17. Public Holidays
18. Parental Leave
19. Long Service Leave
20. Leave without Pay
21. Accident Compensation and Accident Make Up Pay
22. Withholding of Monies
23. Significant Change in Status and Significant Reduction of Allocation
24. Terms of Appointment
25. Redundancy
26. Hours of Work
27. Leave Loading
28. Meal Allowance
29. Breakage and Loss
30. Protective Clothing
31. Jury Service Leave
32. Examination Leave
33. Qualification Conferral Leave
34. Fee Concessions
35. Termination of Employment
36. Consultation

Part 3 – Conditions of Employment for Specific Employees

37. Teachers
38. School Assistants and Administrative Employees

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- a. When the Agreement passes the no-disadvantage test, the Agreement will be operative from the seventh day after the date specified in the notice issued by the Workplace Authority.
- b. The nominal expiry date of the Agreement is 31 December 2011.

4 PARTIES BOUND

- a. This Agreement binds:
 - i. The Employer; and
 - ii. Teachers including Early Learning Centre Teachers and
 - iii. School Assistants including Early Learning Centre Assistants and
 - iv. Administration Staff including IT Staff.
- b. This Agreement specifically excludes:
 - i. Instrumental Music Teachers
 - ii. Part time Sports Coaches
 - iii. Swimming Coaches (full time and part time)
- c. Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Part 3 of this Agreement applies to the Employees as specified.

5 RELATIONSHIP TO AWARDS

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

6 DEFINITIONS

Act	means the Workplace Relations Act (Cth) or its successor
Administration Staff	Means a person who is employed in the administration of the School and includes: <ul style="list-style-type: none">• Clerical staff• Information Technology staff
Attendance	means all days of the School Year less the Non Attendance Time and the period of annual leave
Award	means the following: <ul style="list-style-type: none">• Victorian Independent Schools - Teachers - Award 1998;• Victorian Independent Schools - School Assistants - Award 1998;• Victorian Independent Schools - Early Childhood Teachers - Award 2004• Educational Services - Early Childhood Assistants Victoria - Award 1999• Information Technology Industry (Professional Employee) Victoria Award 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
Commission	means the Australian Industrial Relations Commission
Early Childhood Teacher	means a person qualified as an Early Childhood Teacher
Employee	means a person covered by this Agreement
Employer	means the Ruyton Girls' School 86 004 162 261
Fixed Term Employee	means an Employee employed pursuant to clause 8.3 of this Agreement.
Full Time Employee	means an Employee employed pursuant to clause 8.1 of this Agreement.
Immediate Family	Means <ul style="list-style-type: none"> • Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or husband or wife on a bona fide domestic basis, although not legally married to the Employee; and • Child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee.
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
Principal	means Principal of Ruyton Girls' School or his or her nominee
Protected Award Conditions	means term of an Award, as in force from time to time, to the extent that those terms are about any of the following matters: <ol style="list-style-type: none"> I. Rest breaks; II. Incentive-based payments; III. Annual leave loadings; 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; V. Days to be substituted for, or a procedure for substituting, days referred to above; VI. Monetary allowances for: <ol style="list-style-type: none"> a. expenses incurred in the course of employment; or b. responsibilities or skills that are not taken into account in rates of pay for employees; or c. disabilities associated with the performance of particular tasks or work

	<p>VII. Loadings for working overtime or for shift work;</p> <p>VIII. Penalty rates; and</p> <p>IX. Any other matter specified as a protected award condition in the <i>Workplace Relations Regulations</i> 2006 (Cth.), 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 Ruyton Girls' School 86 004 162 261 trading as Ruyton Girls' School
School Assistant	<p>means a person who is ancillary to the process of teaching and includes;</p> <ul style="list-style-type: none"> • Library assistants • Audio Visual Assistants • Art Assistants • Science Assistants • Early Learning Centre Assistants
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 is registered by the Victorian Institute of Teaching pursuant to Division 1 of Part 3 of the <i>Victorian Institute of Teaching Act</i> 2001 (Vic.). Division 2 (2.2 and 2.3) or, as replaced, Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act</i> 2006 (Vic.) and 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 or the employer and the union where the grievance is between the employer and the union. This does not preclude the right of either party to seek advice from outside the school, nor does it necessitate such an approach where this is impracticable.

7.1.2.Step 2

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

7.1.3.Step 3

Where the employer and the Employee(s) are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative.

7.1.4.Step 4

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

8 MODES OF EMPLOYMENT

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

8.1. Full Time 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.A Part Time Employee is entitled to receive all entitlements under this Agreement on a pro rata basis.

8.2.3.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.

8.2.4.An Employee will accrue pro rata entitlements under this Agreement based on the specified hours in clause 8.2.3.

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 who provided notice of termination of employment after the commencement of Term 4 and prior to the commencement of Term 1. 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 24, 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 37.8 and 38.4.

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 Casual in accordance with this Agreement.

8.4.2. A Casual Employee is entitled to the rate of pay specified in Schedule 1C. This rate includes a loading in lieu of paid leave entitlements.

8.4.3. Employer will engage a Casual Employee for a full day, three(3) periods, four(4) periods or on an hourly rate.

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

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

9 QUALIFYING PERIOD

- 9.1. A new 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 37.8 and 38.4 and does not need to comply with clause 25, also the Employer does not need to comply with 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 one week's notice or one week's salary in lieu of notice.
- 9.4. If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give one week's notice.

10 REMUNERATION PACKAGING

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.

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

11 SUPERANNUATION

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

12 PAYMENT ARRANGEMENTS

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

13 PERSONAL LEAVE

- 13.1. Personal leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 5 of Part 7 of the Act) as amended from time to time, except where more favourable terms are provided in this agreement.
- 13.2. This clause does not reproduce Division 5 of Part 7 of the Act in full.
- 13.3. Entitlement
 - 13.3.1. An Employee is entitled to a paid personal leave entitlement, which includes both sick leave and carer's leave.

- 13.3.2. For a Full Time Employee the entitlement equates to 15 days per year of service. A Part Time Employee is entitled to sick and carer's leave on a pro rata basis, based on specified hours in clause 8.2.3.
- 13.3.3. Paid sick leave is taken by the Employee because of a personal illness or injury.
- 13.3.4. Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member and including adoption leave. A maximum of 10 days of paid carer's leave may be taken in a School Year. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 8.2.3. Carer's leave, if not used in any year, does not accrue as a separate entitlement.
- 13.3.5. Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 13.3.6. A Casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 13.3.7. Personal leave accrues upon the commencement of each three-month period of continuous service, based upon the Employee's nominal hours of work.
- 13.3.8. An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a person 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.
- 13.3.9. An Employee is entitled to sick leave provided that:
- the Employee produces a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
 - the Employee produces 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;
 - the Employee produces a medical certificate from a registered health practitioner or statutory declaration to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.
- 13.3.10. An Employee may take one day from Personal Leave each year for the purpose of moving from one residence to another. Such leave must be arranged at least four weeks in advance with the Head of School or the Business Manager in the case of Administration and IT staff.

14 COMPASSIONATE LEAVE

- 14.1. Compassionate leave is in accordance with Australian Fair Pay and Conditions Standard (Subdivision E, 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. This clause does not reproduce Subdivision E of Division 5 of Part 7 of the Act in full.
- 14.3. Entitlement
 - 14.3.1. 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.
 - 14.3.2. This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
 - 14.3.3. The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

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 reasonable practicable.
- 15.3. The Employer will make available to all Employees, at the Employer's expense, an annual Flu Vaccination at a time arranged by the Employer in conjunction with City of Boroondara.

16 EMERGENCY SERVICES LEAVE

An Employee with community responsibilities as an emergency volunteer in either the CFA or SES may request up to 5 days paid leave per annum and an extended period of unpaid leave to undertake any training or to fulfil this commitment.

- 16.1. Any request must be made in writing in advance of the leave being taken.
- 16.2. The Employer will consider any request made pursuant to 16.1 having regard to the Employee's circumstances and the effect of the request on the workplace or the Employer's business, giving consideration to cost, lack of adequate

replacement staff, loss of efficiency and the impact on the educational program. The Employer will record the decision in writing.

16.3. Emergency Services Leave does count for the purpose of the accrual of any benefits or entitlements under this Agreement, except long service leave. This provision expressly overrides the *Long Service Leave Act 1992 (Vic)*.

17 PUBLIC HOLIDAYS

17.1. 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.

17.2. Public holidays that occur during a period of leave for Employees in accordance with **37.3** or **37.4** do not create an additional entitlement.

17.3. 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.

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

17.5. an agreement made in accordance with **17.3** or **17.4** 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.

18 PARENTAL LEAVE

18.1. Relationship with the Act

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

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

18.2. Application

18.2.1. Parental leave applies to an Employee, other than a Casual Employee who is not an eligible casual employee, a replacement Employee or a specified term Employee.

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

18.2.2.1. the Employee or Employee's spouse is pregnant; or

18.2.2.2. the Employee is or has been immediately absent on parental leave.

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

18.3. Definitions

18.3.1. 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.

- 18.3.2. For the purposes of this clause, an **eligible casual employee** means a Casual Employee:
- 18.3.2.1. 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
 - 18.3.2.2. 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.
- 18.3.3. For the purposes of this clause, **continuous service** means service with the Employer as an Employee during the whole of the period, including
- 18.3.4. A **spouse** includes a former spouse, a de facto spouse and a former de facto spouse.

18.4. Entitlement

- 18.4.1. 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). A period of parental leave does not break the Employee's continuity of service but it does not count as service. This includes:
- 18.4.1.1. up to 52 weeks of 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. The first twelve weeks maternity leave will be paid at the normal remuneration rate for that Employee in three equal monthly payments, the remaining leave will be unpaid. In 2010 the period of paid maternity leave will increase to 13 weeks paid maternity leave, and in 2011 the period of paid maternity leave will increase to 14 weeks paid maternity leave. An Employee is entitled to a second or subsequent period of paid maternity leave only where the Employee has returned to work at the School for a period of 12 months after a prior period of maternity leave.
 - 18.4.1.2. an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth;
 - 18.4.1.3. an Employee will provide to the Employer in advance of the expected date of commencement of parental leave:
 - 18.4.1.3.1. a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement (at least 10 weeks prior to the expected date of birth);
 - 18.4.1.3.2. written notification of the date on which she proposes to commence parental leave, and the period of leave to be take (at least four weeks prior to the date on which the employee proposes to commence parental leave); and
 - 18.4.1.3.3. a statutory declaration stating 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 parental leave she will not engage in any conduct inconsistent with her contract of employment (at least four weeks prior to the date on which the Employee proposes to commence parental leave).
 - 18.4.1.3.4. 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.
 - 18.4.1.4. Subject to clause 18.4.1 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.

- 18.4.1.5. 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.
- 18.4.1.6. 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 18.4.1.3.1 within seven days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.
- 18.4.1.7. 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.

18.4.2. Paternity Leave

18.4.2.1. The Employer will provide, at the time of confinement of an employee's partner, 2 unbroken week's short paternity leave and make a payment of 2 week's pay at the employee's ordinary rate of pay and a further unbroken period of up to 50 weeks of unpaid long paternity leave to be the primary caregiver of a child;

- 18.4.2.1.1. An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of short paternity leave. The Employee:
 - (a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than 10 weeks before the date stated in the certificate; or
 - (b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably practicable for the Employee to comply with 18.4.2.1.1(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.
- 18.4.2.1.2. 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.
- 18.4.2.1.3. The Employee will not be in breach of 18.4.2.1.2 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.

18.4.3. Adoption Leave

- 18.4.3.1. At the time of the placement of the child, an employee who is eligible for parental leave in accordance with the Act and takes a minimum of 12 weeks adoption leave, the Employer will make three equal monthly payments, the total being equal to 12 weeks' pay at the employees ordinary rate of pay. Employees will become eligible for paid adoption leave after twelve months of continuous service from the time of appointment. In 2010 the period of paid adoption leave will increase to 13 weeks paid adoption leave, and in 2011 the period of paid adoption leave will increase to 14 weeks paid adoption leave. An Employee is entitled to a second or subsequent period of paid adoption leave only where the Employee has returned to work at the School for a period of 12 months after a prior period of parental leave.
- 18.4.3.2. 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.
- 18.4.3.3. 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.
- 18.4.3.4. 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.
- 18.4.3.5. A notice under 18.4.3.2, 18.4.3.3 or 18.4.3.4 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.
- 18.4.3.6. 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
- 18.4.3.7. 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.

- 18.4.3.8. The Employee must also give his or her Employer the following documents:
- (a) a statement from the adoption agency of the day when the placement is expected to start, and
 - (b) a statutory declaration made by the Employee stating
 - whether the Employee is taking short adoption leave, long adoption leave or both;
 - the first and last days of the period or periods of leave to be taken;
 - that the child is an eligible child;
 - that the Employee intends to be the primary care-giver at all times while on the long adoption leave; and
 - that the Employee will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.
- 18.4.3.9. 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.
- 18.4.3.10. 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.
- 18.4.3.11. 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.

18.4.4. 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 18.5.2.

- 18.4.5. Paid parental leave does count for the purpose of the accrual of leave entitlements under this Agreement, except long service. This provision expressly overrides the *Long Service Leave Act 1992 (Vic)*.

18.5. Right to request

18.5.1. Simultaneous Leave

- (a) Subject to 18.5.1(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.

- (b) An application under 18.5.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.
- 18.5.2. Additional Long Parental Leave
 - (a) Subject to 18.5.2(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of long unpaid parental leave provided for in the Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities
 - (b) An application under 18.5.2(a) may be made at any time from the time of the application for the period of long unpaid parental leave provided by the Act but must be made not less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.
- 18.5.3. Part Time Work
 - (a) Subject to 18.5.3(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.
 - (b) An application pursuant to 18.5.3(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.
- 18.5.4. Request to be considered
 - (a) The Employer shall consider any request made pursuant to 18.5.1, 18.5.2 or 18.5.3 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (b) An Employee's request and the Employer's decision made pursuant to 18.5.1, 18.5.2 or 18.5.3 must be recorded in writing.
- 18.6. Special maternity leave
 - 18.6.1. 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.
 - 18.6.2. 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.
 - 18.6.3. 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.
 - 18.6.4. Where leave is granted under clause 18.4.1.4, 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.
 - 18.6.5. A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.
 - 18.6.6. 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.

- 18.6.7. 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.
- 18.6.8. 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.
- 18.6.9. 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.
- 18.6.10. 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.

18.7. Transfer to a safe job

- 18.7.1. Subject to 18.7.2 and 18.7.3, 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.
- 18.7.2. 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 18.4.1; 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.
- 18.7.3. 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 18.7.4(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 18.7.4(b).

- 18.7.4. If the Employee takes paid leave under **18.7.3**:
- (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; or
 - (ii) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or
 - (iii) if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.
- 18.8. Variation of period of ordinary maternity leave, long paternity leave or long adoption leave
- 18.8.1. 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.
- 18.8.2. Subject to the relevant provisions of the Act, the period of ordinary maternity leave, long paternity leave or long adoption leave may be shortened by written agreement between the Employer and the Employee.
- 18.8.3. To avoid doubt, this subclause does not apply to the right to request provision in **18.5.2**.
- 18.9. Returning to work after a period of parental leave
- 18.9.1. An Employee will notify the Employer 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.
- 18.9.2. 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 **18.7**, 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.
- 18.9.3. 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.
- 18.9.4. 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.
- 18.10. Replacement employees
- 18.10.1. A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
- 18.10.2. 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.
- 18.11. Communication during parental leave
- 18.11.1. 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.
- 18.11.2. 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.
- 18.11.3. 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 [18.11.1](#).

19 LONG SERVICE LEAVE

19.1. Entitlement

- 19.1.1. An Employee is entitled to long service 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.
- 19.1.2. An Employee is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment. Employees will have pro rata access to long service leave after 7 years.
- 19.1.3. It is preferred that Employees take a full terms leave at a time, once sufficient leave has accrued, subject to agreement with the Principal.

19.2. Illness on Long Service Leave

- 19.2.1. An Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Principal for the period of illness or injury to be treated as sick leave, with long service leave recredited to the Employee. An application must be made pursuant to [19.2.2](#) and is granted at the Principal's discretion. 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.
- 19.2.2. The Employee's application:
 - i. must be in writing and received by the Employer during the period of illness or injury;
 - ii. must be accompanied by a medical certificate from a registered health practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
 - iii. must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

19.3. Cashing out Long Service Leave

- 19.3.1. Where the Employer and the Employee agree, an Employee who is entitled to long service leave may request in writing the cashing out of up to 5 weeks of any additional accrued long service leave entitlements as a commuted payment where an employee takes a full term's Long Service Leave. This provision has the express effect of overriding section 74 of the *Long Service Leave Act 1992 (Vic.)*.

20 LEAVE WITHOUT PAY

- 20.1. 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 (Vic) 1992.

21 ACCIDENT COMPENSATION AND ACCIDENT MAKE UP PAY

- 21.1. Where an Employee is incapacitated for work by reason of a work related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985 (Vic)* the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 21.2. If an Employee is absent from work because of a personal illness or injury, for which the Employer is receiving compensation payments pursuant to the *Accident Compensation Act 1985 (Vic)*, then:
- 21.2.1. The Employee does not accrue any of the following entitlements under this Agreement or under the Workplace Relations Act (Cth) 1996 (where relevant) for the duration of any such absence:
- i. Annual leave;
 - ii. Paid personal/carer's leave; and
- 21.2.2. 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 pursuant to clause **37.4 and 38.2**.
- 21.2.3. In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the Accident Compensation Act 1985 (Vic.), has an entitlement to annual leave during a shut down period, the compensation payments will cease and the Employee will take the accrued annual leave entitlement.
- 21.2.4. For the purposes of 21.2.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.

22 WITHHOLDING OF MONIES

- 22.1. Subject to **22. 2**, in the event that an Employee does not provide the full notice required by **37.8.3** or **38.4.3**, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.
- 22.2. Clause **22. 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.
- 22.3. 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 **37.3.1**, a payment for School Holidays (less annual leave)

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.

22.4. For the purpose of this clause, the Employer and Employee agree that the basic periodic rate of pay may be satisfied over a period of 12 months.

23 SIGNIFICANT CHANGE OF STATUS AND SIGNIFICANT REDUCTION OF ALLOCATION

23.1. A reduction of a Teacher's allocation or change of status may occasionally need to be made in relation to meeting changing needs in curriculum, student choices, administrative requirements, or budgetary considerations.

The School recognizes that the decision and the process of making such changes, should be done with fairness and concern for the staff member's wellbeing.

To this end, a fair and supportive process will be implemented where significant changes need to be made. The process will involve:

- 7 weeks notice in term time (longer when possible)
- 2 days written notice to a teacher of a meeting to advise of the change/reduction
- The option for the teacher to be accompanied by a colleague or representative
- Written notification at the meeting of the reduction/change and any financial arrangements.

23.2. Strategic Plan

The employees undertake to support the implementation of the Strategic Plan which has been prepared in a collaborative effort between the employer and employees.

24 TERMS OF APPOINTMENT

24.1. Letter of Appointment

Upon engagement, the employer will provide an employee (other than an emergency/casual employee) with a letter of appointment.

24.2. Statement of service

Upon termination of employment, if requested by the employee, the employer will provide the employee with a statement of service specifying the period of employment, the classification of or type of work performed, and any additional responsibilities or duties undertaken.

25 REDUNDANCY

25.1. Discussion before termination

25.1.1. Where the Employer has made a definite decision that it no longer wishes the job the Employee has been doing done by anyone and this is not due to the ordinary an customary turnover of labour and that decision may lead to termination of employment, the Principal will hold discussions with Employees directly affected.

25.1.2. The discussions will take place as soon as is practicable after the decision has been made and will include any reasons for the proposed terminations, the number and categories of Employees likely to be affected, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned. Employees may invite a support person to accompany them in these discussions.

25.1.3. The Principal will not be required to disclose confidential information during these discussions the disclosure of which would be inimical to the Employee's interests.

25.2. Redundancy Disputes

25.2.1. Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees in good time, with relevant information:

25.2.1.1. the reasons for any proposed redundancy;

25.2.1.2. the number and categories of workers likely to be affected; and

25.2.1.3. the period over which any proposed redundancies are intended to undertaken.

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

25.3. Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out above the Employee will be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her 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.

25.4. Severance Pay

The severance payments for all Employees 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 year and less than 3 years	8 weeks' Pay*
3 year and less than 4 years	10 weeks' Pay*
4 year and less than 5 years	12 weeks' Pay*
5 year and less than 8 years	14 weeks' Pay*
8 years and over	2 weeks pay per year of service to a max. of 26

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

For the purpose 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.

25.5. Leaving during notice

An Employee whose employment is terminated for reasons of redundancy, may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 25.4 had he or she 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.

25.6. Alternative Employment

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

25.7. Time off during notice period

- 25.7.1. During the period of notice of termination an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 25.7.2. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or he or she may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

26 HOURS OF WORK

- 26.1. The ordinary hours of work for a full-time Employee are 37.5 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.
- 26.2. In addition, Employees are required to work such reasonable additional hours as are necessary to perform their duties.

27 LEAVE LOADING

- 27.1. An Employee who has given service for which salary has been received throughout the School year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave.
- 27.2. The Employer will pay leave loading 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%.

28 MEAL ALLOWANCE

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

29 BREAKAGE AND LOSS

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

30 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.

31 JURY SERVICE LEAVE

31.1. Entitlement

- 31.1.1. This clause does not apply to a replacement Employee, a specified term Employee or a casual Employee.
- 31.1.2. 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
- 31.1.3. An Employee must notify the employer as soon as possible of the date upon which the Employee is required to attend for jury service.

- 31.1.4. 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.
- 31.1.5. 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.
- 31.1.6. Subject to **31.1.1** of this clause, an Employer will reimburse an Employee granted leave pursuant to **31.1.2** 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.

32 EXAMINATION LEAVE

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

33 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.

34 FEE CONCESSIONS

From the commencement date of this Agreement, a Teacher (including an Early Learning centre Teacher) a School Assistant (including an Early Learning Centre Assistant) and an Administration Employee, are entitled to a 20% fee concession for any of their children attending Ruyton Girls' School. When a vacancy exists in Years 3 to 6 Employees may be offered a 33.3% fee concession for any of their children commencing in Years 3 to 6 and for the period they are in those years.

35 TERMINATION OF EMPLOYMENT

35.1. Due Process

- 35.1.1. Due process will commence with the employer advising the employee in writing of:
- * the employer's concerns with the employee's conduct or performance
 - * the time, date and place of the first due process meeting
 - * the teacher's right to be accompanied by a nominee of the employee's choice at all due process meetings
 - * the employer's right to terminate the employment should due process not resolve the employer's concerns.

35.1.2. Due Process meetings will :

- * include discussion of the employer's concerns with the employee's conduct or performance
- * give the employee an opportunity to respond to the employer's concerns
- * include discussions of any counselling or assistance, where appropriate, available to the employee
- * include documentation, where appropriate
- * set periods of review, as appropriate.

35.1.3. If, following due process, the employer's decision is to terminate the employment of an employee, then the employer must give notice in accordance with this Agreement.

35.2. Summary Dismissal

35.2.1. The School may terminate a teacher's, school assistant's or administrative officer's employment summarily where that teacher, school assistant or administrative officer is guilty of serious misconduct of a kind such that it would be unreasonable to require the School to continue the employment during a notice period.

36 CONSULTATION

Consultation with a staff member will take place before workloads or conditions are substantially altered

PART 3 – CONDITIONS OF EMPLOYMENT FOR SPECIFIC EMPLOYEES

37 TEACHERS

37.1. Classifications and Salary

37.1.1. Schedule 1A sets out the salary scales for a Teacher and includes classifications and progression through the salary scale.

37.1.2. Schedule 1C sets out the salary for Casual Teachers.

37.1.3. To the extent necessary, the Employer and the Employee agree that the guarantee of basic periodic rate of pay may be satisfied over a period of 12 months and includes the salary and rates of pay in schedule 1A and 1C.

37.2. Face to Face Teaching Hours

37.2.1. The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher. The School shall attempt to provide for equitable workloads across the School and amongst Teachers.

37.3. Non Attendance Time

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

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

- 37.3.3. Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 37.3.4.
- 37.3.4. 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:

$$\frac{\text{No. of weeks of a Teacher's attendance}}{\text{Total number of term weeks at the School Time}} \times \text{Non Attendance Time} - \text{Non Attendance already taken}$$

37.4. Annual Leave

- 37.4.1. Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the Act) as amended from time to time, except where more favourable terms are provided in this Agreement
- 37.4.2. This clause does not reproduce Division 4 of Part 7 of the Act in full
- 37.4.3. A Teacher is entitled to four week's annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 37.4.4. A Teacher must take an amount of annual leave during each of the shutdown periods following the end of term 1, 2, 3 and 4. The shut down period may differ for individual Teachers, depending on work commitments and activities.
- 37.4.5. A Teacher and the Employer may agree in writing that the Teacher perform duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.
- 37.4.6. A Teacher will take all accrued annual leave during the shut down period.

37.5. Portable Computers

For the period of this agreement, a Teacher who leases or rents one of the portable computers offered through the School will receive an 80% subsidy in 2009, 85% subsidy in 2010 and a 90% subsidy in 2011 and thereafter, of the monthly lease or rental cost.

37.6. Internet Access

At the request of a Teacher, the School will arrange for the Teacher to have home internet access through the School's internet service provider. The School will pay the monthly access cost and the cost of downloading 10 megabytes from the internet per month.

37.7. Camps

A Teacher is expected to attend at least one year level camp per annum. Special circumstances will be taken into account by negotiation. A Teacher attending camp will be paid \$65.75 per night while attending camp. This allowance will be indexed in line with the average annual salary increases.

37.8. Notice of Termination

- 37.8.1. Subject to clause 9, where the Employer wishes to terminate the employment of a Teacher who has five (5) or more years' continuous service in the

School, the Employer will give a full term's notice in writing, or full payment in lieu, will be provided to the Teacher.

- 37.8.2. Subject to clause 9, where the Employer wishes to terminate the employment of a Teacher who has less than five (5) years' continuous service in the School, the Employer will give seven (7) week's notice in writing, wholly within the one school term, or full payment in lieu.
- 37.8.3. Payment in lieu of notice is calculated by taking the amount of salary and rates in schedule 1A that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 37.8.4. Subject to clause 9, a Teacher must provide the Employer with a minimum of seven (7) weeks' notice in writing with such notice to be given wholly within the one school term.
- 37.8.5. The notice period in 37.8.1 or 37.8.2 does not apply where the Teacher is guilty of serious misconduct.

38 SCHOOL ASSISTANTS AND ADMINISTRATIVE EMPLOYEES

38.1. Classifications and Salary

- 38.1.1. Schedule 2A sets out the classification structure for School Assistants.
- 38.1.2. Schedule 2B sets out the salary scale for School Assistants entitled to six weeks annual leave and School Holidays.
- 38.1.3. Schedule 2B sets out the salary scale for School Assistants entitled to six weeks annual leave.
- 38.1.4. Schedule 3A sets out the classification structure for Administration Staff.
- 38.1.5. Schedule 3B sets out the salary scale for Administration Staff entitled to six weeks annual leave and School Holidays.
- 38.1.6. Schedule 3B sets out the salary scale for Administration Staff entitled to six weeks annual leave.
- 38.1.7. To the extent necessary, the Employer and the Employee agree that the guarantee of basic rates of pay may be satisfied over a period of 12 months.

38.2. Annual Leave

- 38.2.1. 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.
- 38.2.2. A Employee is entitled to six weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 38.2.3. An 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 Employee works.
- 38.2.4. An Employee may apply to the Principal once per calendar year, to take a cash payment equal to up to a maximum of two weeks salary in lieu of two weeks annual leave. This application must be made in writing at least one month before the payment is required and must coincide with a minimum period of one weeks annual leave. The payment will be made in the normal monthly payroll cycle.

38.3. Holidays

- 38.3.1. An Employee may be entitled to School Holidays, in addition to annual leave as specified at the time of employment or during a period of employment, in writing by agreement between the parties.
- 38.3.2. The salary for a Employee in Schedule 2B takes this period of additional leave into account.
- 38.3.3. An Employee is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 38.3.4. An Employee 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:

The number of working weeks excluding paid holiday periods divided
by 3 less School Holidays already paid.

38.4. Notice of Termination

- 38.4.1. Where the Employer wishes to terminate the employment of an Employee, four (4) weeks' notice in writing, or full payment in lieu, will be provided to the Employee.
- 38.4.2. Payment in lieu of notice is calculated by taking the amount of salary and rates in schedule 2B or 3B (whichever is applicable) that an Employee would have received by working during the notice period if the Employee's employment had not been terminated.
- 38.4.3. An Employee must provide the Employer with a minimum of four (4) weeks' notice in writing with such notice to be given wholly within the one school term.
- 38.4.4. An Administration Employee must provide the Employer with a minimum of four (4) weeks' notice in writing.
- 38.4.5. In addition to the period of notice specified in 39.4.1, an Employee over 45 years of age at the time of being given notice with not less than 5 years continuous service, will be entitled to an additional weeks' notice.
- 38.4.6. The notice period in 39.4.1 does not apply where the Employee is guilty of serious misconduct.

EXECUTED as an agreement this day of 2008.

Signed for and on behalf of:

Ruyton Ltd
86 004 162 261

Principal

12 Selbourne Road
Kew Vic3101

In the presence of

Witness

The Employees
As represented by

Name in Print

Signature

In the presence of

Witness

Ruyton Girls' School Schedule 1A

All figures are exclusive of leave loading of 1.346%

		<u>Teaching Annual Salary Scale</u>				
		2008	2009	2010	2011	
		May-11	Feb-01	Feb-01	Feb-01	
		\$	\$	\$	\$	
4yr Trained						
<u>Division 1</u>	<u>Division 1</u>					
	Level 1		Level 1	55,151	59,920	63,298
	Level 2		Level 2	58,339	61,628	65,103
	Level 3	52,208	Level 3	60,002	63,384	66,958
	Level 4	53,696	Level 4	61,712	65,191	68,866
	Level 5	56,800	Level 5	63,472	67,050	71,345
	Level 6	58,418	Level 6	65,280	69,463	73,557
	Level 7	60,084	Level 7	67,630	71,616	75,838
	Level 8	61,797	Level 8	69,727	73,837	
	Level 9	63,558	Level 9	71,889		
	Level 10	65,845				
	Level 11	67,887				
	Level 12	69,991				
<u>Division 2</u>	Level 13		<u>Division 2</u>	79,097	81,240	83,442
	Level 14	77,010				

Allowances for positions of responsibility will be paid in addition to the individual teacher's salary and indexed in line with salary increases.

Salary increases for 2008 will be backdated to May 11, 2008, after this agreement has been finalized. Teachers on Salary Levels 1 & 2 will be promoted to Level 3 and teachers on Level 13 will be promoted to Level 14. The Levels will then be re-numbered Levels 1 to 9 from February 1, 2009 and Division 2 will only have one level and be referred to just as Division 2.

Level 9 will be removed from Division 1 in 2010. Teachers in Level 8 in 2009 may make an application during that year to progress to Division 2 in 2010. Teachers in Level 8 in 2010 may make an application during that year to progress to Division 2 during 2010.

Level 8 will be removed from Division 1 in 2011. Teachers in Level 7 in 2010 may make an application during that year to progress to Division 2 in 2011. Teachers in Level 7 in 2011 may make an application during that year to progress to Division 2 in 2012.

Schedule 1A continued

RUYTON GIRLS' SCHOOL

TEACHER CLASSIFICATION STRUCTURE AND INCREMENTAL PROGRESSION

1. Structure

1.1. There are two divisions of teachers. Division 1 and Division 2.

1.2. Division 1

1.2.1. Registered Teachers

1.2.1.1. Registered Teachers who have satisfactorily completed an approved training course of four years beyond secondary school (including teaching training) or equivalent shall commence at Division 1 Level 1 and in conjunction with Biennial Review Interviews can progress to the top of Division 1.

1.2.1.2. Registered Teachers who have satisfactorily completed an approved training course of three years beyond secondary school (including teaching training) or equivalent shall commence at the less than four year trained rate in Schedule 1 and in conjunction with Biennial Review Interviews, can progress to the top of Division 1.

1.3. Division 2

1.3.1. Division 2 can be accessed by a permanent teacher who has been at the top of Division 1 for a period of at least 12 months. Division 2 can be accessed by requesting a review interview (refer clause 3.3 below) followed by an application by the teacher on a form issued by the Principal and in accordance with the instructions contained on that form, and decision by the panel (defined in clause 7.2 below) that the skills set out in clause 5 below have been met.

2. Incremental progression

2.1. Registered Teachers

2.1.1. There is annual incremental progression within Divisions but not between Divisions.

2.1.2. Registered Teachers, shall be entitled to advance to the next relevant salary sub-division within a Division upon the completion of one year of experience in accordance with the Award. Review Interviews will be conducted every two years.

2.1.3. For the purposes of calculating experience in respect of the incremental scale the provisions of the Award in force at the time at which the experience was accrued shall apply.

2.2. Additional qualifications for Registered Teachers

2.2.1. The acquisition of an approved additional qualification relevant to teaching of up to and including 4 years shall entitle the teacher to be credited with the equivalent of one year of experience and to advance up the salary sub-division scale accordingly, and at least to the commencement sub-division relevant to that

qualification. When a teacher acquires such qualification at the end of a tertiary academic year the advancement shall take effect from the commencement of the next school year.

2.2.2. The acquisition of an approved additional qualification relevant to teaching above 4 years shall entitle the teacher to be credited with the equivalent of one year of experience for each such qualification up to a maximum of 2 additional qualifications and to advance up the salary sub-division scale accordingly. When a teacher acquires such qualification at the end of a tertiary academic year the advancement shall take effect from the commencement of the next school year

2.3. It is a requirement that the employee notify the employer in writing of the acquisition of additional qualifications together with the production of satisfactory evidence to this effect. Notwithstanding anything to the contrary an entitlement derived from the acquisition of additional qualifications shall not pre-date the date of notifications

3. Biennial Review Interview

3.1. A teacher is required to participate in a Biennial Review Interview with the principal or the principal's nominee. This meeting will be formative within each Division. The Meeting will focus on affirming achievement and suggesting avenues of professional development in accordance with the skills identified in Appendix 2 and in the case of Division 2 clause 5 below.

3.1.1. Formative

For the purpose of the above clause "formative" means co-operative discussion designed to inform the teacher's ongoing professional development.

3.2. During the year at Division 1 Level 4 the Biennial Review Interview should be used for a more formal review of the previous years and renewal of the teacher's performance for the future in accordance with the skills identified in Appendix 2 and clause 5 below.

3.3. The Biennial Review Interview is summative between Divisions 1 and 2 based upon the previous Biennial Review Interviews and demonstration that the teacher has performed the role described in Appendix 2.

3.3.1. Summative

For the purpose of the above clause "summative" means objective and decisive assessment of merit against criteria.

3.4. The Biennial Review Interview may not be used as a substitute for Due Process.

4. Moving through Division 1

4.1. It is an expectation that all teachers, as they gain experience and move through Division one, will be able to demonstrate progressively the skills inherent in Appendix 2

4.2. These skills and standards will be the basis of the Biennial Review Interview which will address how these expectations are being attained.

5. Key Selection criteria for Division 2

A successful applicant for Division 2 must be able to demonstrate that the criteria set out below are met

- Demonstrated knowledge and support for the philosophy of Ruyton Girls' School
- Demonstrated high knowledge level of relevant curriculum
- High level classroom skills and a capacity to improve student learning
- Significant contribution to the development, implementation and evaluation of curriculum program in accordance with the policies of Ruyton Girls' School
- Demonstrated capacity to respond at the school level to initiatives that enhance student learning
- Demonstrated commitment to ongoing professional learning
- Demonstrated capacity to model excellent teaching skills
- High level communication and inter personal skills when relating to students, parents/guardians, staff
- Demonstrated productive contribution to Ruyton Girls' School Strategic and Operational Plans
- Demonstrated commitment to taking a role in leading and managing tasks in a collaborative way

6. Role and Responsibility

It is the role and responsibility of teachers appointed to Division 2, to continue to meet the criteria set out in clause 5 and the requirements as stated in the Teaching Dimensions (Schedule 1B)

7. Selection Procedure

- 7.1. Teachers eligible to apply for Division 2 will make application in writing to the Principal.
- 7.2. The panel consisting of the Principal or Principal's nominee, Head of School and a member of the Ruyton teaching staff nominated by the applicant will examine applications and make the decision on movement to Division 2. Applicants whose documentation appears unsatisfactory will be required to attend an interview with the Panel.
- 7.3. Applicants who are not successful may seek clarification and recommendations concerning the successful achievement of the Division 2 classification.
- 7.4. In accordance with the terms of this certified agreement, teachers who have a grievance in relation to this process are entitled to access the dispute settling procedures as outlined.

SCHEDULE 1B

RUYTON GIRLS' SCHOOL

TEACHING DIMENSIONS

In meeting their professional obligations, a Ruyton teacher:

1. TEACHING PRACTICE:

- demonstrates a current and comprehensive knowledge in one's subject area(s)
- shows a flexible approach to classroom methodology; use a variety of strategies to deliver the curriculum
- adapts content to cater for individual differences, to extend and enhance students' understanding of the curriculum
- undertakes professional development
- provides constructive feedback to the students
- considers and respond to the special needs of students where necessary
- provides a caring learning environment
- incorporates technology meaningfully into the curriculum
- explores content in stimulating and inspiring ways
- plans lessons effectively
- models effective organisational skills
- pre-tests to determine students' prior knowledge
- establishes clear and challenging expectations for students
- uses effective classroom management strategies

2. PROFESSIONAL RESPONSIBILITY:

- contributes to the collegiality of Ruyton
- support the programmes in place and participate in the wider, co-curricular life of the school
- attends required meetings and school fixtures
- uses assessment procedures in line with the School's policy on Assessment and Reporting
- employs a wide range of teaching and assessment strategies
- engages in self-evaluation of professional performance
- monitors student progress and record this accurately and comprehensively
- reports meaningfully on student performance
- supports the School's Philosophy and the promotion and marketing of the School

3. PROFESSIONAL RELATIONSHIPS:

- maintains positive and respectful relationships with students and establish an environment conducive to learning
- is mindful and informed in relation to the students' welfare
- works collaboratively with colleagues

- communicates effectively with colleagues, parents and students
- is an exemplar to students in terms of conduct, fairness and personal integrity
- contributes to a range of school activities and working groups

4. LEGAL REQUIREMENTS:

- completes required supervisory duties
- ensures administrative tasks are accurate and up to date
- fulfils the teacher's duty of care and other pastoral responsibilities with discretion and confidentiality.
- remains registered with the Victorian Institute of Teaching

SCHEDULE 1C

RUYTON GIRLS' SCHOOL

Salary Scale for Casual Teachers

Year	2008 From date of Agreement	2009	2010	2011
Hourly Rate	\$48.08	\$50.82	\$53.71	\$56.61
Half Day - 3 Periods	\$122.04	\$128.99	\$136.34	\$143.70
Half Day - 4 Periods	\$171.53	\$181.30	\$191.63	\$201.97
Full Day	\$244.07	\$257.98	\$272.68	\$287.40

Schedule 2A

RUYTON GIRLS' SCHOOL

SCHOOL AND EARLY LEARNING CENTRE ASSISTANTS CLASSIFICATIONS

Classifying school assistants

1. Positions for ancillary staff employed in libraries, laboratories, on audio-visual duties and as teacher aides will be classified in accordance with the following criteria.
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.
3. Upon engagement, an employer will inform a school assistant of the classification grade and the rate of pay applying to that classification.
4. Grade 1
 - a.
 - b. Positions for which qualifications are not required:
 - teacher aide
 - library assistant
 - laboratory assistant
 - audio visual assistant
 - c. 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.

d. Typical duties

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

e. 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

f. 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.

g. 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

h. 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 e.g. 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.

5. Grade 1A

a. Characteristics

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

b. Positions

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

6. 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.

a. Positions

- library technician
- laboratory technician
- audio-visual technician

b. 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.

c. 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:

1. 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
- cataloguing 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
- copy cataloguing
- filing catalogue cards
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

2. Audio-visual technician

Performing responsible tasks associated with the efficient operation of an audiovisual 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

3. 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

7. 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.

a. Positions

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

b. Characteristics

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

c. 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:

1. 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
2. Senior A/V technician/laboratory manager

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

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

3. Senior laboratory technician/laboratory manager

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

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

8. Grade 4

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

Schedule 2B

RUYTON GIRLS' SCHOOL

ADULT RATES: SCHOOL ASSISTANTS IN RECEIPT OF 6 WEEKS ANNUAL LEAVE PLUS NON ATTENDANCE TIME.

Positions will be classified in accordance with Schedule 2A – Classifications, of this agreement.

A school assistant employed in a position that is not covered by Schedule 2A Classifications, is entitled to not less than the rates applicable to Grade 1.

All figures will be subject to leave loading of 1.346%

<u>Classification</u>	<u>Year</u>	<u>6 Weeks Leave (A)</u>	<u>6 Weeks Leave + Non Attendance (B)</u>
		<u>\$PA (1/10/08)</u>	<u>\$PA (1/10/08)</u>
1	First	30,637.00	28,280.00
	Second	31,233.00	28,830.00
	Third	31,838.00	29,389.00
	Fourth	32,406.00	29,913.00
	Fifth and thereafter	33,017.00	30,478.00
1A	First	33,780.00	31,181.00
	Second and thereafter	34,311.00	31,672.00
2	First	34,311.00	31,672.00
	Second	34,907.00	32,222.00
	Third	35,502.00	32,771.00
	Fourth	35,993.00	33,224.00
	Fifth	36,558.00	33,773.00
	Sixth and thereafter	37,182.00	34,322.00
3	First	37,182.00	34,322.00
	Second	37,897.00	34,982.00
	Third	38,359.00	35,408.00
	Fourth	39,079.00	36,073.00
	Fifth	39,515.00	36,475.00
	Sixth and thereafter	40,320.00	37,135.00
4	First	39,079.00	36,073.00
	Second	39,515.00	36,475.00
	Third	40,230.00	37,135.00
	Fourth	40,950.00	37,800.00
	Fifth	41,665.00	38,460.00
	Sixth and thereafter	42,380.00	39,120.00

Salary Scales to be increased by 3%
on July 1 each year.

Schedule 3A

RUYTON GIRLS' SCHOOL

ADMINISTRATION AND IT STAFF CLASSIFICATIONS

Level 1

General Work Descriptions

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

The 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.

The employee receives direct supervision, which includes working with established routines and using defined and predictable methods and procedures. The work performed is regularly checked.

With experience, the employee is required to perform a wider range of functions under direct supervision. The 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 employee is subject to regular monitoring and progress checks. The employee, after gaining experience, may exercise some degree of autonomy and discretion. The employee is not required to supervise other employees.

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.

Level 2

General Work Descriptions

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

The 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.

The 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 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 employee has the technical knowledge and/or experience to perform the standard duties, usually without technical instruction.

Although the employee is routinely supervised, the employee operates with a fair degree of autonomy and may be required to supervise Level 1 employees (or equivalent). The employee is responsible for assuring the quality of the employee's work and may have some responsibility for assuring the quality of work of other employees under the employee's supervision.

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.

Level 3

General Work Descriptions

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

The 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.

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

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.

Level 4

General Work Descriptions

The 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 employee, under general direction, assists with the coordination of school services, such as financial services.

Alternatively, the 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 employee may be required to supervise staff delivering a single support function.

The 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.

The 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 employee is competent and experienced in a technical sense and requires little guidance during the performance of work. The employee is required to use initiative, exercise discretion and

perform work to a high level.

The 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, coordinating workflow, checking the progress of work, the quality of work and problem-solving.

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.

Level 5

General Work Descriptions

The 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.

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.

The 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.

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

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.

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.

Level 6

General Work Descriptions

The employee coordinates support services within, or across, a school. The 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.

The 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.

The employee requires specialist, professional and/or technical knowledge, understanding and expertise related to the tasks of the work area. The employee has the skills required to do the job either as a result of qualifications or experience or both.

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

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

RUYTON GIRLS' SCHOOL

ADMINISTRATION AND IT STAFF RATES OF PAY

All figures will be subject to leave loading of 1.346%

Classification	<u>6 Weeks Leave (A)</u>	<u>6 Weeks Leave + Non Attendance (B)</u>
	\$PA (1/10/08)	\$PA (1/10/08)
1	34,558.00	25,829.09
2	37,689.00	28,169.24
3	39,762.00	29,718.62
4	43,832.00	32,760.60
5	49,572.00	37,050.75
6	53,746.00	38,088.00

Salary Scales to be increased by 3% on July 1 each year.