



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Approval of enterprise agreement

Seventh Day Adventist Schools (Victoria) Limited
(AG2010/12250)

SEVENTH-DAY ADVENTIST SCHOOLS (VICTORIA) LIMITED ENTERPRISE AGREEMENT 2011-2013

Educational services

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 19 JULY 2010

Application for approval of the Seventh-day Adventist Schools (Victoria) Limited Enterprise Agreement 2011 - 2013.

[1] An application has been made for approval of an enterprise agreement known as the *Seventh-day Adventist Schools (Victoria) Limited Enterprise Agreement 2011 - 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Seventh Day Adventist Schools (Victoria) Limited. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Agreement is approved and, in accordance with s.54, will operate from 26 July 2010. The nominal expiry date of the Agreement is 15 January 2014.

[4] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.



DEPUTY PRESIDENT

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ADVENTIST
EDUCATION



TEACHERS

**SEVENTH-DAY ADVENTIST
SCHOOLS (VICTORIA) LIMITED**

ACN: 106 906 423

ENTERPRISE AGREEMENT

2011-2013

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Part 1 Application

1. Title

This Agreement shall be known as the *Seventh-day Adventist Schools (Victoria) Limited Enterprise Agreement 2011-2013*.

2. Agreement

This Agreement has been made under the provisions of the *Fair Work Act 2009* as an Enterprise Agreement.

3. Term

This Enterprise Agreement commences on and from the date of approval by Fair Work Australia and the nominal expiry date is 15 January 2014.

4. Scope

4.1 This Agreement shall apply to teachers at Seventh-day Adventist Schools (Victoria) Limited who are employed by the Board of Directors of Seventh-day Adventist Schools (Victoria) Limited (herein after referred to as the 'Board').

4.2 This agreement does not apply to peripatetic teachers associated with Seventh-day Adventist Schools (Victoria) Limited, for example, music teachers, tutors or other teachers remunerated on an individual fee basis.

Relationship to Awards

4.3 This Agreement incorporates the terms of the *Educational Services (Teachers) Award, 2010* as in force from time to time.

4.4 To the extent that a term of this Agreement deals with or provides for a term or condition contained in either of these awards this Agreement will override the award term or condition.

4.5 Where this Agreement is silent on a particular matter the terms of the relevant award shall apply.

National Employment Standards

4.6 The National Employment Standards (NES) as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) (the Act) are the minimum entitlements applying to an Employee covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.

4.7 This Agreement, the *Educational Services (Teachers) Award 2010* will provide industry or enterprise specific detail where it deals with a matter provided for in the NES.

5. Objects of the Agreement

The parties to this Agreement have recognized:

5.1 that Seventh-day Adventist schools exist to promote the mission of the Seventh-day Adventist Church, through quality Christian education.

- 5.2 the need to safeguard the philosophy and quality of Adventist education through careful administration and maintaining a working environment in harmony with the mission of Adventist Schools Australia.
- 5.3 that the Board of Management has the authority to manage the Schools in harmony with Seventh-day Adventist Church policies and procedures and relevant legislation.
- 5.4 the need for teachers employed by the company have a responsibility to promote and uphold the philosophy of the Seventh-day Adventist Church.
- 5.5 that the intention of this agreement is to promote the delivery of high quality education through providing terms of employment that overall, are on balance benchmarked against those covering teachers in State schools in Victoria.

6. Definitions

For the purpose of this agreement the following definitions are used.

- 6.1 *Act* means the *Fair Work Act 2009* (Commonwealth).
- 6.2 *Adventist Schools Australia (ASA)* means the national education department acting under the auspices of the Seventh-day Adventist Church (Australia) Ltd. ASA have the delegated responsibility for monitoring the operation of Seventh-day Adventist schools in Australia in harmony with the policies of the South Pacific Division of the Seventh-day Adventist Church (SPD).
- 6.3 *Australian Union Conference (AUC)* means the national office under the auspices of the South Pacific Division. The *AUC* is responsible for the operations of the Seventh-day Adventist Church in Australia.
- 6.4 *Core hours* means the normal daily hours of operation of a school during which classes are conducted.
- 6.5 **Board means the Board of Directors of Seventh-day Adventist Schools (Victoria) Limited**
- 6.6 *Employee* means a teacher covered by this Agreement
- 6.7 *Employer* means the Seventh-day Adventist Schools (Victoria) Ltd
- 6.8 *Institute* means the Victorian Institute of Teaching
- 6.9 *NES* means the National Employment Standards. See the *Fair Work Act 2009* (Cth) s.59-131.
- 6.10 *Non-term weeks* means weeks in the school year other than term weeks. It includes the four weeks of Annual Holidays.
- 6.11 *Ordinary hours of work* means the hours of work agreed as such between the employer and employee. If not agreed the hours will be 38 hours per week for full-time employees, averaged over 12 months, less 4 weeks' annual leave and public holidays.
- 6.12 *Policy* means Seventh-day Adventist Schools (Victoria) Limited or South Pacific Division Policy which does not form part of and is not incorporated into this agreement.
- 6.13 *Principal* means a teacher who has been employed by, and is responsible to the Board of Directors of the school company. The duties of the Principal include overall management of the school as determined by the employer.
- 6.14 *Qualifications* mean qualifications or a course which are recognised by the Victorian Institute of Teaching.

- 6.15 *School*** means a school or college operated by an incorporated company of the relevant Conference of Seventh-day Adventists in Australia.
- 6.16 *School year*** means the period of 12 months from the day employees are required to attend the school for the new calendar year, and includes both term weeks and non-term weeks.
- 6.17 *Service date*** means the date from which the teacher is expected to begin duties in the newly appointed position, which is two weeks before the first week of the first term of the school year. Or in the case of relocation from another Seventh-day Adventist school company, four (4) weeks after the end of the previous school year or at a date negotiated between the previous employer, the new employer and the employee.
- 6.18 *South Pacific Division (SPD)*** means the division of the world Church responsible for the operations of the Church in the South Pacific Area including Australia, New Zealand, islands of the Pacific Ocean to Tahiti, and Papua and New Guinea.
- 6.19 *Teacher*** means: a person employed to the teaching ministry of Seventh-day Adventist Schools (Victoria) Limited to undertake roles and duties in a school that include, but are not limited to:

- (a) the direct delivery or supervision of courses of study that are designed to implement the curriculum (as determined by the VCAA and ASA) for primary or secondary schools in accordance with the *Education and Training Reform Act 2006 (Victoria)*; and/or
- (b) the responsibility for assessing student participation, performance and progress in such courses as defined in the *Education and Training Reform Act 2006 (Victoria)*; and/or
- (c) teaching English as a second language; and/or
- (d) other relevant teaching and learning duties as determined by the school, for example, teacher-librarians, learning support teachers, counsellors, and teachers engaged in leadership positions;
- (e) deliver the curriculum in a manner which promotes Seventh-day Adventist beliefs, ethics and values.
- (f) Lead out and/or participate in devotional activities associated with the beliefs of the Seventh-day Adventist School System.

6.20 *Teacher Employment Classifications*

- (i) ***Graduate Teacher*** is one who holds a degree from a recognised higher education institution is newly appointed to teaching and participates in an induction program.
 - (a) ***Four year trained teacher*** means a teacher who has completed a degree in education that required four years of full-term study at an Australian university College or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State teacher registration authority
- (ii) ***Proficient Teacher*** is an experienced teacher with skills to deliver quality teaching and learning programs. The teacher may have responsibilities for the development of policies and procedures, and for the supervision and training of student teachers.

- (iii) **Highly Accomplished Teacher** is an experienced teacher who exhibits highly effective pedagogical skills, is able to mentor and supervise other teachers, and has specific skill/s in areas associated with curriculum to add value to the quality of teaching and learning in the school.
- (iv) **Leading Teacher** is a teacher employed in a leadership position for a fixed term. The teacher is highly experienced and exhibits outstanding teaching and/or administrative skills.
- (v) **Permission to Teach (PTT) Teacher** is a person who does not hold teaching qualifications but is registered with the Victorian Institute of Teachers under the terms and conditions of the *Education and Training Reform Act 2006*.

6.21 Teaching duties means the roles and responsibilities undertaken by a teacher in a school.

6.22 Term weeks means the weeks in the school year that students are required to attend school as set out in the school calendar.

6.23 Non Term Weeks 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 Seventh-day Adventist School (Victoria) Ltd (less 4 weeks' annual leave)

7. Access to the Agreement and the National Employment Standards

The Agreement and the NES will be made available to all employees to whom they apply either on a noticeboard located in a place accessible to teachers, or through electronic means accessible to teachers.

8. Flexibility Term

8.1 Notwithstanding any other provision of this Agreement, the employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (i) arrangements about when work is performed;
- (ii) allowances.

8.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

8.3 The agreement between the employer and the individual employee must:

- (i) be confined to a variation in the application of one or more of the terms listed in clause 8.1; and
- (ii) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

8.4 The agreement between the employer and the individual employee must also:

- (i) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

- (ii) state each term of this agreement that the employer and the individual employee have agreed to vary;
 - (iii) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (iv) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (v) state the date the agreement commences to operate.
- 8.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 8.6** Except as provided in clause 8.4(i) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 8.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 8.8** The agreement may be terminated:
- (i) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (ii) at any time, by written agreement between the employer and the individual employee.
- 8.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

Part 2 Consultation and Dispute Resolution

9. Consultation regarding major workplace change

9.1 Employer to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have *significant* effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representative or representatives, if any.
- (ii) *Significant effects* include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

9.2 Employer to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1.
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.
- (iv) Pursuant to 9.2 (iii), a teacher may have up to 10 days from the date of receiving the written notification to respond in writing to the principal of their agreement or otherwise to the proposed changes.

10. Dispute resolution

- 10.1** The dispute resolution procedure outlined within this clause applies to any dispute arising about a matter under this agreement or the NES instead of dispute resolution procedure outlined in the *Educational Services (Teachers) Award 2010*.
- 10.2** In the event of a dispute about a matter under this agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 10.3** If a dispute about a matter arising under this agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- 10.4** The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 10.5** Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.6** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.7** While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

Part 3 Employment Conditions

11. Types of employment

Employees under this Agreement will be employed in one of the following categories:

- (i) **Full-time teacher** means any teacher other than a casual, part-time, or temporary teacher. A full-time teacher is an employee engaged to work an average of 38 hours per week, averaged over a 12 month period (less 4 weeks annual leave and public holidays).
- (ii) **Part-time teacher** means a teacher who is engaged to work regularly, but for less than a normal full-time teaching load. A part-time teacher is entitled to benefits in this Agreement on a pro-rata basis.
- (iii) **Fixed term teacher** means a teacher employed to work full-time or part-time for a specified period which is usually not more than a full school year, but not less than four school weeks.

The following points are relevant to fixed term teachers:

- (a) a teacher may be employed on successive temporary appointments where each appointment is for a different purpose;
 - (b) a teacher employed for a fixed term must be advised in writing at the point he or she was offered the position that it was for a fixed term, and reasons stated for the position being a fixed term;
 - (c) a teacher may be employed on a fixed term contract where staffing may be reduced in the following school year. For example: a teacher employed for a specified program or project that has an end date; or a project where funding has been made available;
 - (d) a fixed term teacher may be appointed to replace a teacher: who is on leave; is performing other duties temporarily; whose employment has terminated after the start of the school year; or where a position is not able to be filled by a teacher meeting the required criteria for that position, provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.
- (iv) **Casual teacher** means a teacher who is engaged on a casual basis provided that the nature of the engagement is not regular or systematic. A casual teacher may be employed for a block of up to four (4) weeks. A casual engagement may be extended by agreement between the teacher and the employer for the period of up to one school term.

12. Terms of Engagement

12.1 Selection and Appointment Procedures

- (i) The company is a preferential employer, whereby preference will normally be given to the employment of members of the Seventh-day Adventist Church.
- (ii) Teaching positions (except temporary positions for up to two terms duration and casual positions) may be advertised as deemed appropriate by the employer and in harmony with ASA appointment procedures.

- (iii) The employer may appoint graduate teachers of SDA tertiary institutions to suitable positions after appropriate processes have been implemented.
- (iv) Appointments to teaching positions will be based on the suitability of the applicant for the position and after consultation with the Principal. The successful applicant will be informed in writing of the terms and conditions of employment at the time of appointment.
- (v) All appointments for newly employed teachers shall normally include a probationary period of two school terms or up to 12 months in certain circumstances. At the conclusion of the probation period, the employer may confirm the appointment, annul the employment or extend the probation period for a maximum of another 12 months.
- (vi) Appointments to leadership positions will be made according to Board employment procedures. Terms and conditions will be as stated in the school company employment procedures.
- (vii) After a teacher has been appointed to a position, a letter of employment shall be provided to the teacher by the employer stating classification, rate of salary, general expectations of the teacher, and other relevant terms and conditions of employment.
- (viii) Teachers will be expected to support the beliefs, ethics and values of the Church.
- (ix) Where a person applies for a casual teaching position, the employer shall provide, on initial receipt of required employment documents, a letter stating that the teacher is approved for casual teaching, his/her classification, and expectations of the school for casual teachers
- (x) The school will provide the teacher with details of the face-to-face teaching load, duties and extra-curricular commitment.

12.2 General Duties

- (i) Teachers have a responsibility to support the holistic development of each student to develop responsible citizens of the future who understand and appreciate the ethics, values and beliefs of the Church.
- (ii) Teachers have a responsibility to meet the high standards of the Seventh-day Adventist Church and the teaching profession. Teachers are therefore expected to support and promote a lifestyle consistent with Seventh-day Adventist Church ethics, beliefs and values.
- (iii) Programs of work are the intellectual property of the employer. Teachers are to leave all programs of work and other relevant documents at the school upon termination or transfer of employment or on authorised extended leave, including Maternity and Long Service Leave.
- (iv) Teachers are expected to provide quality education in a safe environment for students. Teachers are to comply with child protection legislation and occupational health and safety legislation.
- (vi) Teachers are to receive induction and participate where required, in maintaining school records such as student attendances, accidents, and maintenance records.

13. Termination of employment

13.1 Termination of a teacher may occur through resignation, retirement, dismissal or redundancy. Notice of termination is provided for in the NES. This clause of the Agreement provides industry specific detail and supplements the NES that deals with termination of employment.

13.2 Suspension

- (i) The employer may suspend a teacher with or without pay while considering any matter which in the view of the employer could lead to the teacher's summary dismissal.
- (ii) Suspension without pay shall not be implemented by the employer without prior discussion with the teacher and shall not, except with the teacher's consent, exceed a period of four weeks.

13.3 Dismissal

- (i) The employer may dismiss on notice any teacher:
 - (a) who is Provisionally Registered with the Victorian Institute of Teachers and who does not meet the requirements of the for full registration within two (2 years) or within an extension period as determined by the Board; or
 - (b) who is professionally negligent or incompetent and, after the implementation of a performance management program, fails to show evidence of satisfying the criteria set for continued employment;
 - (c) who engages in a lifestyle that is in conflict with the moral and ethical standards of the Seventh-day Adventist Church.
- (ii) The employer may summarily dismiss any teacher who has engaged in serious misconduct. Serious misconduct includes but is not limited to:
 - (a) wilful, or deliberate behaviour by a teacher that is inconsistent with the continuation of the teacher's contract of employment;
 - (b) any conduct that causes serious or imminent risk to:
 - the health, or safety, of a person;
 - the reputation, viability or profitability of the employer's business;
 - (c) the teacher, in the course of the teacher's employment, engaging in theft, fraud or assault;
 - (d) the teacher being intoxicated or under the influence of illicit drugs at work;
 - (e) the teacher refusing to carry out a lawful and reasonable instruction that is consistent with the teacher's contract of employment.
 - (f) any breach of the Victorian Independent Teachers' code of conduct.

13.4 Notice of termination by an employer

Subject to clause 13.5, the employment of an employee (other than a casual employee) will not be terminated without at least seven term weeks' notice (inclusive of the notice required under the NES), the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal seven.

13.5 Notice of termination by an employee

- (i) The notice of termination required to be given by an employee is the same as that required of an employer.
- (ii) If an employee fails to give the notice specified in clause 13.4 the employer may withhold from any monies due to the employee on termination under this agreement or the NES, an amount not exceeding the amount the employee would have been paid under this agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

13.6 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer. (See s.14.6 for job search entitlement when for redundancy.)

13.7 Statement of service

Upon the termination of employment of an employee (other than a casual employee) the employer will provide upon the request of the employee, a statement of service setting out the commencement and cessation dates of employment and roles.

14. Redundancy

14.1 Definition

This clause provides industry specific detail and supplements the NES which deals with redundancy.

14.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to under the NES if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

14.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the NES period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

14.4 Job search entitlement

- (i) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the NES notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

14.5 Exclusions

Employees who are excluded from coverage of the notice of termination provisions of the NES are also excluded from coverage of the notice of termination provisions in this Agreement.

14.6 Severance Pay

- (i) Where a teacher's employment is terminated on the ground of redundancy, the employer shall pay severance pay in respect of a continuous period of employment.
- (ii) A week's pay means the annual salary plus any allowances paid to the teacher at the time of termination, divided by 52.18. Where the employer offers acceptable alternative employment to a teacher, the employer will not be required to make any severance payment. (See also clause 14.8 if the teacher is transferred to a lower paid duties).

Table 1 Severance Pay: The following severance pay scale will apply instead of the scale found in Part 2.2, Division 11 of the *Fair Work Act (2009)*.

Years of Employment	
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 week's pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	15 weeks' pay
10 years and less than 15	16 weeks' pay
15 years and over	21 weeks' pay

Part 4 Salaries and Related Matters

15. Salaries

15.1 Teachers will ordinarily be remunerated as per the Schedule in Appendix A. Under this schedule, the employee's tithe commitment will be considered to have been fulfilled. Should a teacher prefer to take personal responsibility to care for their tithe, they may make a request of the employer to enter into such an arrangement. Approval of the request would be at the discretion of the employer.

15.2 Payment of Salary

- (i) The annual salary and any applicable allowances under this Agreement are paid in full satisfaction of an employee's entitlements for the school year or a proportion of

the schools year. The employee's absence from school during non-term weeks is deemed to include their entitlement to annual leave. There are normally eight designated non-term weeks (including public holidays) and four annual holiday weeks

- (ii) The salary incorporates any authorised reasonable additional hours worked by the employee during the year.
- (iii) The salary payable to any teacher is a per annum rate as set out in Appendix A, Table 1 Teachers.
- (iv) The salary shall be payable fortnightly, by electronic funds transfer into an account or accounts nominated by the teacher. A fortnightly salary shall be ascertained by dividing the annual salary by 26.09, or a weekly rate determined by dividing the annual rate by 52.18.
- (v) Normal Incremental progression is on the basis of one increment for each year of full-time employment.

15.3 Part-time Teachers

- (i) For the purposes of determining part-time pro rata salaries and entitlements, a part-time load shall be calculated as a pro-rata equivalent of a full-time teacher, based on the normal face-to-face teaching hours which a full-time teacher at the school is required to teach.
- (ii) Normal incremental progression is on the basis of one increment for each 0.8 of equivalent full-time employment.

15.4 Casual Teachers (CRT, or Casual Relief Teachers)

- (i) A casual teacher's pay rate will be bench marked where possible against those applicable to teachers elsewhere in the education sector; including, the Victorian Government Schools Sector and Victorian Catholic Sector.

15.5 Overpayments

Where an excess payment has been made in error to a teacher, the employer and the teacher shall seek resolution on the matter of repayment.

16. Classification

16.1 Categories

- (i) Graduate Teacher Salary Levels 1 to 2
- (ii) Proficient Teacher Salary Levels 3 to 7
- (iii) Highly Accomplished Teacher Salary Levels 8 to 11
- (iv) Leading Teacher Loading based on responsibility
- (v) Head of School/Deputy Loading based on enrolments
- (vi) Principal Loading based on enrolments

16.2 Qualifications and Classification

- (i) Three-years trained teachers shall begin on 90% of Step 1 of the scale. (e.g. Teachers in their final year of study and who are allowed to teach under the terms of the Institute of Teachers.)
- (ii) Four-years trained teachers shall begin on Step 1 of the scale.

16.3 Progression

- (i) Normal incremental progression is on the basis of one increment for each year of equivalent full-time employment where a teacher successfully meets the requirements of the annual professional appraisal.
- (ii) Where a teacher fails to meet the requirements of the annual professional appraisal, the teacher's salary will be maintained at the current level.
- (iii) Advancement from one category to a higher category is subject to the teacher meeting the requirements for the higher category. Categories are as follows:
 - (a) Graduate Teacher to Proficient Teacher
 - (b) Proficient Teacher to Highly Accomplished Teacher

16.4 Credit for Previous Employment

- (i) A teacher may apply for credit for previous teaching employment and shall be given credit based on full-time equivalent employment. Full-time equivalent employment means teaching service equivalent to full-time teaching employment in recognized schools or in schools certified or registered under the appropriate legislation in other States or Territories of the Commonwealth of Australia.
- (ii) A teacher may apply for credit for previous teaching in a recognised teaching institution other than a recognised school (e.g. university, TAFE), and shall be given credit for each year of employment to a maximum of four years credit. However, at the discretion of the employer, the teacher may be given full credit depending on the level of correlation between the previous teaching position and the position to which the teacher is appointed.
- (iii) A teacher may apply for credit for employment in any paid occupation deemed by the employer to be relevant to his/her teaching, and be given credit based on one increment for three years industry employment, to a maximum of four increments.
- (iv) The teacher applying for credit must submit an application in writing to the employer and provide documentary evidence to support the application, for example, a statement of employment on an official letterhead. Credit allowed will be given from the date of application where suitable documentary evidence is provided. The employer shall advise the teacher in writing to substantiate the application for credit of previous employment.

17. Leading Teacher Positions

- (i) Leading teacher positions do not include the position of Principal or Deputy Principal and are appointed by application or invitation of the employer. Pay loadings for leading teachers are at Appendix A.
- (ii) Leading teacher positions may be established within each school to enhance the quality of the education service provided to students. Determination of the roles and tasks of Leading teacher positions shall be based on the management needs of the school and its strategic plans for delivering quality education with particular focus on curriculum needs.
- (iii) A Leading teacher's role and responsibilities may include administrative, pastoral care or educational leadership, or a combination. Responsibilities may include participation in developing and undertaking initiatives associated with the school's strategic plan, curriculum planning and delivery, assessment and reporting

strategies, professional development and appraisals, student welfare, or other leadership responsibilities determined by the school.

- (iv) Leading teachers shall be appointed by the Board in harmony with appointment procedures stated within Seventh-day Adventist School (Victoria) Limited policy. Seventh-day Adventist Schools (Victoria) Limited policy does not form part of and is not incorporated into this agreement.
- (v) The Principal will provide written advice to a teacher of the duties, tenure and loading to be paid for the relevant Leading Teacher position.

18. Allowances and Payments

18.1 Payment for Jury Duty

Payment and leave for Jury Duty is covered by the NES, Section 51, s.52.

18.2 Reimbursement for Own Vehicle Usage

Where a teacher is required to travel on school business using their own vehicle in the performance of their duties, compensation shall be given as per Appendix A.

18.3 Relocation Costs

Relocation costs may be available for teachers transferring to Seventh-day Adventist Schools (Victoria) Ltd, as per the policy

18.4 Counselling

A teacher may be granted up to six (6) paid counselling sessions in situations where there is a serious concern about the health and welfare of the teacher. The counselling sessions must be undertaken with an appropriately trained professional and are funded by the employer.

19. Remuneration

19.1 Salary Packaging

Information on salary packaging benefits is available for teachers. Any salary packaging agreements will be made by negotiation with the employer. Subject to Fringe Benefits legislation, salary packaging is available for such things as:-

- Superannuation contributions
- Laptop computers
- Relocation costs over and above that reimbursed by the employer

19.2 School Fee Discounts for Teachers

- (i) School fee discounts for tuition will be given to teachers of the school. The percentage of discount will be as stated in school company policy.
- (ii) Part-time teachers will receive a pro-rata equivalent of the discount.

19.3 Deferred Salary Scheme

- (i) This scheme is available for all permanent teachers.
- (ii) An employee wishing to participate in the Deferred Salary Scheme shall apply to Adventist Schools Victoria.

- (iii) It operates over a term of 4 years with the employee deferring twenty-five (25) percent of his or her salary for the first three years and taking leave during the 4th year of the scheme while being paid the deferred salary.
- (iv) The fourth year the total deferred salary will be paid at the employee's finishing salary level after adjusting for the current wage percentage increase.
- (v) Should the Employer and employee mutually agree to withdraw from a preserved leave agreement prior to the commencement of the leave period, the employee shall be entitled to receive the salary that has been deferred.
- (vi) If an employee terminates at any time during these periods they will be entitled to receive the unpaid nominal amount of any deferred salary.
- (vii) Superannuation contributions shall be levied on the salary actually paid to the employee over the four year period.
- (viii) Normal allowances such as Fees Discount for Employee's Children Policy shall be allowed in full for the three year period of employment only.
- (ix) Annual leave, Personal Leave and Long Service Leave entitlements shall accrue on the three years of active employment only.
- (x) The employing organisation shall undertake to reinstate the employee at the end of the period of preserved leave unless other arrangements are mutually agreed to and confirmed in writing before the period of leave commences.
- (xi) While service credit shall not accrue for the year of preserved leave, it shall not be considered a break in employment.
- (xii) The provisions of the Advanced Study Assistance Policy cannot be incorporated with this policy.
- (xiii) The period of preserved leave shall not be taken in conjunction with Long Service Leave and other accrued leave entitlements so as to extend the period of leave. The twelve month period of leave shall include annual leave and other statutory holidays that fall or accrue within the leave period.
- (xiv) While absent from school on deferred salary leave (year 4), any relevant changes must be communicated as per provisions of 'Communication while on leave'
- (xv) A subsequent deferred salary arrangement can be requested by the employee to commence after the conclusion of an operating deferred salary arrangement.

19.4 VIT Registration

The employer will reimburse VIT registration costs for all employees.

19.5 Impact of Leave

- (i) Any teacher who takes approved paid leave shall receive the benefits and salary as in 19.1, and 19.2 for the period of leave granted.
- (ii) A teacher who takes leave without pay shall not be entitled to the benefits listed in 19.1 and 19.2 during the period of leave.
- (iii) Unpaid parental leave does not count as a period of service for accrual of entitlements but does provide for continuity of employment.

20. Superannuation

- 20.1** The employer shall make superannuation contributions to a complying superannuation fund in accordance with the Superannuation Guarantee Charge, or as outlined at 20.5
- 20.2** Contributions are based on Ordinary Time Earnings as defined by the Superannuation Guarantee Charge legislation
- 20.3** Where a teacher has not nominated a complying fund, the default fund will be as nominated by the employer from time to time
- 20.4** Teachers may request additional superannuation payments be made on their behalf as either salary sacrificed deductions or deductions after tax.

PART 5 Hours of Work and Specific Work Related Matters

21. Ordinary Hours of Work

- 21.1** Notwithstanding the NES, and due to the operational requirements of employers in the industry, the ordinary hours of an employee under this Agreement may be averaged over a 12 month period, excluding annual leave and public holidays.

21.2 Non-term Weeks

- (i) Non-term weeks are separate to the four (4) week annual holidays as legislated under the National Employment Standards (NES) of the *Fair Work Act 2009* (Cth). A Teacher is not required or requested to attend at the School during non-term weeks but is required to perform such professional duties as are determined by the teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- (ii) Before the beginning of Term 1 each year, returning teachers are expected to attend school for one week before school starts. Teachers newly employed at the start of the year are expected to attend school for a minimum of one week and up to two weeks before school starts.

- 21.3** The ordinary hours of work to be averaged over a 12 month period (excluding annual leave and public holidays) exclude those extra hours such as:

- (i) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
- (ii) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an employee may be recalled to perform duties relating to their position.

- 21.4** Secondary teachers may be required to complete up to 18 hours of extras for a full-time teacher per year as negotiated between the teacher and the principal. The number of extras shall be limited to 1 per week, or two per fortnight timetable cycle and only where the teacher does not already have 5 periods timetabled for the day. Variance from this may occur where extenuating circumstances exist. The number of extras for a part-time teacher will be calculated based on their FTE. Should a part-time teacher be requested to work more than the pro-rated extras, they will be remunerated for the extras at their normal rate of pay.

21.5 A primary teacher's release time shall be preserved in the following circumstances

- (a) it is a school day with students in attendance
- (b) the teacher's release time is from face-to-face classroom duties
- (c) the teacher is required to forgo the release time normally taken at that time
- (d) instead of being released the teacher is required to take a class, directly supervise students or is required by the principal to attend a meeting or other work appointment

21.5.1 In these circumstances, the primary teacher's lost release time will be preserved and taken at a time agreed between the principal and the teacher.

22. Breaks

An employee will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after the scheduled commencement of work. The lunch break may be taken at a time different to the school's timetabled lunch break.

23. Teachers' Specific Duties

- (i) The normal duties of teachers in addition to scheduled teaching, preparation, assessment and reporting, shall include attendance at morning devotions, playground duties, sports duties, attending staff meetings, parent/teacher meetings, administration and assembly duties, and pastoral care duties, as rostered.
- (ii) Specialised teaching and learning duties may include roles as determined by the school, for example, teacher-librarians, learning support teachers, and teachers engaged in leadership positions.
- (iii) Duties may also include attending school camps, retreats, excursions (including overnight excursions) and other extra-curricular activities.
- (iv) Duties for leadership positions and for specialist teachers will be specified in their job description.
- (v) Details of all of a teachers' duties will be included in the job description which will be provided to incoming teachers.
- (vi) Yearly review of load etc. to be negotiated in good faith with the school administration, and a specific Job Description to drafted for any additional duties.

23.1 Allocation of Duties

- (i) In primary schools full time teachers (other than 1st year teachers), may allocated a maximum of 23 hours face to face teaching per week
- (ii) In secondary schools full time teachers (other than 1st year teachers), may be required to teach up to 20 hours face to face teaching per week. (iii) If a teacher wishes a variation from the normal teaching load at the school, this must be negotiated with the principal and the employer.
- (iv) For each teacher in their first year of experience, a 0.9 FTE teaching load will be allocated.
- (v) Part time teachers shall be allocated a pro rata amount of scheduled release time.

- (vi) The maximum average number of days per week on which a teacher can be required to attend a meeting or work-related appointment after school is two afternoons. Regular meetings should be predictable in scheduling.
- (vii) Meetings including staff, year level, heads of department and departmental meetings shall conclude by 5.00 except by common agreement to finish at a later time.

23.2 Teaching in more than one workplace on the same day

- (i) Where a teacher is regularly required to attend more than one employer operated workplace in a school day, the teacher shall be allowed reasonable and sufficient time for the required transport.
- (ii) In these situations, the teacher will be reimbursed for the travel incurred according to the mileage rate specified in this agreement.

23.3 Flexibility in Timetables

- (i) Flexibility in timetabling may be necessary due to curriculum demands or student needs. Consultation is required to establish the need and viability for flexibility in timetabling different hours of teaching.
- (ii) Where a teacher is required to teach classes outside the normal timetabled times, the teacher's duties or hours of attendance shall not be increased and the teacher shall be given equivalent time off, preferably at the start or conclusion of the normal school day.

23.4 Teacher Skill Development

- (i) The Victorian Institute of Teaching requirements for full Registration (2008) support quality teaching and learning practices. Teachers are expected to meet the Institute's Standards to maintain registration every five years as required by the Institute.
- (ii) Teaching professional standards support quality teaching and learning practices. The Standards are the basis for achieving the teacher accreditation levels of Professional Competence, Professional Accomplishment and Professional Leadership level. The Standards are also the basis for annual performance appraisals for all teachers employed by the Company.
- (iii) Teachers in their first two years of experience shall participate in a registration and induction program. The program will include requirements set by the Board, the Institute and the ASA, in conjunction with the teacher. To assist the teachers in their professional teaching, reviews will be held throughout the year. The induction program is integrated into the Company's annual appraisal program.
- (iv) For each teacher in their first year of experience, a 0.9 FTE teaching load will be allocated.
- (v) A teacher returning to teaching after a period of five years, or who has relocated from another state or territory, shall participate in a modified induction process to meet the requirements for teacher registration as set by the Institute.
- (vi) Teachers who attain accreditation at the Professional Competence level under the Institute of Teaching must meet the requirements for professional development to retain accreditation.

- (vii) Teachers are expected to undertake professional learning which will add quality to their teaching and learning. Professional learning may also be undertaken to increase teaching flexibility and the range of subjects the teacher can teach.
- (viii) If there is agreement between the part-time teacher and the school or Employer about attendance of professional development during school hours on days when the teacher usually does not work, the teacher will be paid.

23.5 Teacher Quality

- (i) To provide feedback on a teacher's performance, each teacher shall participate in annually in the Employer's teacher appraisal program. This program, conducted by the school where the teacher is employed, designed to enhance and support the development of teaching and learning competencies and skills.
- (ii) The annual appraisal program includes the teacher participating in a review meeting with the principal or the principal's nominee. This meeting will be formative. The meeting will focus on reviewing achievement and suggesting avenues for professional development in accordance with the skills identified in the Standards of Professional Practice in Seventh-day Adventist Schools (Vic) Ltd. Policy.
- (iii) The Annual appraisal program will not be used for other purposes including disciplinary action and/or due process.
- (iv) Where the Employer considers that a teacher's performance does not meet the Standards of Professional Practice, due process as per the Due Process Policy shall be initiated. The purpose of due process is to clearly identify the performance areas to be addressed by the teacher, structure a time frame for this to occur, and outcomes if the teacher is unwilling and/or unable to meet target/s within the time frame.
- (v) Due process is separate and distinct from the Company's teacher appraisal program.

23.6 Advanced Study Support

Financial support, at the discretion of the employer, may be provided for teachers undertaking advanced or specialised study where such study contributes to the needs of the employer. A teacher who wishes to apply for support shall discuss the matter with the Director of Education.

23.7 Multi-skilling

Subject to qualifications, training and long-term career goals of the teacher, the employer may make provision for teachers to teach across year levels or subject areas, provided that further qualifications, training or support are provided where needed.

Part 6 Leave and Public Holidays

24. Portability of Leave

All leave accruing to a teacher shall be portable between and amongst Seventh-day Adventist Church entities.

25. Pupil Free Days

A minimum of two pupil free days per year shall be allowed for the purposes of exam marking and report writing (outside of administration and conference requirements).

26. Public Holidays

The days on which public holidays are observed shall be any day proclaimed as a public holiday. Days include New Year's Day, Australia Day, Labour Day (March), Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.

27. Annual Leave

27.1 Annual Leave Entitlement

27.1.1 A teacher is entitled to four weeks annual leave each year in accordance with the NES as prescribed by the *Fair Work Act 2009* (Cth). Annual leave is deemed to be taken for four weeks over the year end school break, that is, from mid-December to mid-January of the following year.

27.1.2 Pro rata leave Calculation

A teacher who terminates their employment in the following circumstances:

- (i) A teacher commencing employment after the commencement of the school year;
- (ii) A teacher terminating during the course of a school year;
- (iii) A teacher who has taken leave without pay of more than weeks during the school year; or
- (iv) Where the hours of work of a teacher have varied during the course of the school year; will be entitled to a pro-rata leave calculation in accordance with Clause 22 of the *Educational Services (Teachers) Award 2010*.

26.1.3 The pro-rata leave calculation referred to within this clause and calculated in accordance with the Teachers Award is inclusive of annual leave owing to an employee in respect of the school year in which the formula is applied.

27.2 Annual Leave Loading

There is no separate annual leave loading under this Agreement, as it is already included in the rate – i.e. an amount of 1.342% has been added to the basic salary to arrive at the salary levels as shown in Appendix A.

27.3 Cashing Out of Annual Leave

There is no entitlement to cash out annual leave under this agreement.

28. Personal Leave

Personal leave includes sick leave, carers' leave, and discretionary leave.

An Employee must notify the relevant schools contact person of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of

the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

28.1 Entitlement for Personal Leave

- (i) A full-time, temporary or part-time teacher is entitled to paid personal leave which is cumulative.
- (ii) A full-time teacher is entitled to accrue 15 days of paid personal/carer's leave days per annum.
- (iii) A part-time teacher's accrual rate is to be based on a percentage of a full-time teaching load.
- (iv) Casual teachers are not entitled to personal leave provisions.

28.2 Sick Leave (part of personal leave)

- (i) Any full-time, temporary or part-time teacher shall be entitled to paid sick leave for any absence due to illness or injury, subject to total accrued entitlement referred to in 28.1.
- (ii) Where a teacher is entitled to worker's compensation, sick leave entitlements do not apply.
- (iii) A teacher who takes sick leave due to illness or injury must notify the relevant school contact person before the start of the school day unless exceptional circumstances prevent the notification. Notification should include the reason and estimated time of absence.
- (v) An Employee is entitled to sick leave provided that:
- (vi) The Employee produces a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
- (vii) The Employee provides a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled or a non-term week and which would not otherwise require the production of a certificate; and
- (viii) The Employee produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

28.3 Carers' Leave (part of personal leave)

- (i) Accrued personal leave may be used by the teacher to care for persons in their immediate family and the immediate family members of their spouse, such as a child (including an adopted child, a step child, a foster child, a sibling), a parent (including a foster parent or legal guardian); grandparent, grandchild, and household member.
- (ii) Leave may be taken for a whole day or half a day.
- (iii) Notification should be given to the relevant schools contact person as soon as practical, stating the reason for the care needed and the estimated duration of care.

- (iv) A medical certificate or other documentation may be requested by the employer as evidence that care is required for the person concerned.
- (v) Carers' leave will not normally be given in situations where another person is caring for the person concerned.
- (vi) Casual teachers are not entitled to paid carers' leave. However, a casual teacher has the right not to attend work where carer's leave is required for a person who is a family member.

28.4 Carers' Leave (unpaid)

- (i) An employee (including a casual employee) is entitled to unpaid carers' leave to provide care and support for a person listed in 28.3(i).
- (ii) Unpaid carers' leave may only be taken after the employee's paid personal/carers' leave entitlements have been exhausted.
- (iii) Unpaid carers' leave may be taken for up to 2 days per occasion, or for any separate period as agreed by the employer and employee.
- (iv) A period of unpaid carers' leave of more than five consecutive school days does not break continuity of service, but it does not count as service.

28.5 Discretionary Leave (part of personal leave)

- (i) Discretionary leave is available to teachers for purposes which are not otherwise provided for within personal leave or compassionate leave e.g. child's graduation, immediate family wedding, relocating to a different location during the school year.
- (ii) Discretionary leave up to a maximum of 3 days per annum may be granted upon written application by the teacher to their principal. Extenuating circumstances may be considered for the need for further domestic leave.
- (iii) Any discretionary leave taken is taken from personal leave entitlements and is to be recorded within the payroll records.
- (iv) Discretionary leave is available to part time teachers on a pro rata basis
- (v) Discretionary leave is non-cumulative.
- (vi) Discretionary leave is not available to casual teachers.

28.6 Cashing Out of Personal Leave

There is no entitlement to cash out personal leave under this agreement.

29. Infectious Diseases Leave

29.1 A teacher who is suffering from one of the following infectious diseases will be granted special leave of up to three months 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:

- (i) German measles
- (ii) Chickenpox
- (iii) Measles
- (iv) Mumps
- (v) Scarlet fever
- (vi) Whooping cough

- (vii) Rheumatic fever, or
- (viii) Hepatitis

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

30. Compassionate Leave

30.1 Compassionate leave is special paid leave of up to 3 days per permissible occasion for a teacher to spend time with a person who is a family member who has an illness or injury that poses a serious threat to his/her life, or after the death of a family member. This leave is separate to personal leave in Section 28. Compassionate Leave is not cumulative.

30.2 In the case of a request for compassionate leave, the employer may require the teacher to provide satisfactory evidence of the death, severity of the illness, and/or the prognosis for the member of the teacher's immediate family or household.

30.3 Casual teachers are not entitled to paid compassionate leave. However, a casual teacher has the right be absent from work without pay for compassionate leave for a person who is a family member.

31. Long Service Leave (LSL)

31.1 General Provisions

- (i) The *Long Service Leave Act 1992* (Victoria) provisions, except as varied below, apply to teachers under this Agreement.
- (ii) When calculating long service leave, if a teacher had been employed for the whole of the term times of a year, that year will be counted as a year of employment.
- (iii) Long service leave entitlements are transferable between Seventh-day Adventist employing entities, subject to continuous employment.
- (iv) If maternity leave or other approved leave without pay has been taken, this period shall be deemed as a period of continuous employment, but the period of absence shall not be counted in calculating long service leave entitlements.
- (v) Long Service Leave may be taken on a pro-rata basis after 7 years of continuous employment.
- (vi) Long Service Leave may be taken at half pay, as negotiated between the teacher and the employer

31.2 Quantum of Leave

- (i) Teachers employed under this agreement are entitled to 13 weeks long service leave after completing 10 years continuous employment. (1.3 weeks accrued per annum).
- (ii) If employment is terminated prior to 10 years of continuous employment, LSL may be paid out after 7 years of employment, except in the case where termination is because of serious misconduct. This provision has the express effect of overriding Section 58 of the LSL Act.

- (iii) After 10 years, long service leave will continue to accrue at the rate of 1.3 weeks per annum, and is able to be taken after each 5 year period of qualifying employment.
- (iv) Teachers are able to take long service leave on a pro-rata basis after a qualifying period of 7 years.

31.3 Conditions of Taking Leave

- (i) When a teacher becomes entitled to long service leave, the teacher shall be encouraged to take the leave as soon as practicable dependent on the needs of the employer and teacher.
- (ii) It would normally be expected that long service leave be taken in periods of a whole term, but not less than one week. Applications shall be approved by the employer, giving consideration to the needs of the teacher, the students and the school, in consultation with the principal.
- (iii) A minimum period of two terms notice shall normally be given by the employee to the employer when requesting LSL.
- (iv) Subject to the requirements of 31.4, an employee who becomes ill or suffers an injury of more than 5 days during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited by the employer. The employer 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.

31.4 Application under 31.3

The employee's application under 31.3:-

- (i) Must be received by the employer during the period of illness or injury.
- (ii) Must be accompanied by a medical certificate from a registered health practitioner or a statutory declaration attesting to the illness or injury and the duration of the 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.

31.5 Payment in Lieu of Long Service Leave

Long Service leave is not able to be paid in lieu, or cashed.

NB: Under the Victorian Long Service Leave Act, 1992, it is an offence to cash out Long Service Leave, other than at the time of termination.

32. Parental Leave

32.1 General

- (i) Parental leave is provided for in the NES. Parental leave includes maternity leave, paternity leave, and adoption leave.
- (ii) Paid parental leave counts as a period of service and will be recorded on System service records.

- (ii) A period of unpaid parental leave does not count as service except where long service leave or annual leave is taken as part of parental leave
- (iii) If the school plans to introduce change that may affect a teacher on parental leave, the school shall provide necessary information to the teacher of the change and the potential effects on the teacher's position.
- (iv) Casual teachers are not entitled to parental leave unless the casual teacher meets the criteria under the *Fair Work Act 2009*. See NES s.14.

32.2 Maternity Leave

- (i) Parental Leave is provided for in the NES. This Agreement supplements the NES.
- (ii) A teacher must have, or will have, completed twelve (12) months of continuous employment to be eligible for maternity leave.
- (iii) The maximum total amount of maternity leave is 52 weeks of which six (6) weeks are paid, less the amount of any other authorised leave taken during the 52 week period.
- (iv) If a teacher had taken previous parental leave in order to take primary responsibility for the care of a child, there is no entitlement to further paid parental leave unless the teacher has returned to work for the Employer for a minimum of 12 months.
- (v) The teacher must be paid at the rate the teacher was paid at the time of commencing leave. Payment may be at the normal rate paid fortnightly over six (6) weeks. Payment for parental leave is subject to the employee taking leave for a minimum of six weeks.
- (vi) A period of parental leave may be extended beyond the maximum entitlement by agreement between the employer and the teacher in order for the return from maternity leave to occur at the commencement of a term immediately following the maximum period of leave of 52 weeks.
- (vii) A teacher may apply in writing 4 weeks in advance to return to work by agreement with the employer and reduce the period of maternity leave under certain circumstances:
 - (a) a pregnancy ends other than by the birth of a living child after 20 weeks of pregnancy;
 - (b) a teacher gives birth to a living child, but the child later dies;
 - (c) by agreement between the teacher and her employer.
- (viii) If a teacher ceases to be the primary caregiver, the employer may give the teacher written notice of a date no less than four weeks that any untaken maternity leave is cancelled from that date.
- (ix) A teacher may terminate her employment at any time during a period of maternity leave or leave subject to giving minimum notice of four weeks term time.
- (x) A teacher must give her employer written notice of the proposed day of her return to work from completion of approved maternity leave no later than 4 weeks before that day.
- (xvi) A teacher is entitled after returning from maternity leave to return to the position she held immediately before the start of the maternity leave period or the position held previously if the position was modified due to pregnancy. The 'position' does

not mean the right to teach the same classes as taught prior to taking Maternity Leave.

- (xi) Before an employer engages a teacher (as a *primary replacement*) to do the work of another teacher because the other teacher is taking a continuous period of leave including maternity leave, the employer must tell the primary replacement that the work is temporary and what the rights of the teacher are when taking maternity leave under the *Work Relations Act*.
- (xii) A teacher who wishes to extend her/his period of Parental leave, except as in 32.2(vi), after the maximum entitlement of 52 weeks, may request the employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period. The request must be in writing, and submitted at least 4 weeks before the end of the parental leave period. The employer must agree to the requested extension, unless the employer has reasonable business grounds for refusing. (NES s.22). For any further extension after 24 months, the teacher will need to apply for Special Leave.
- (xiii) A teacher on paid maternity leave is not entitled to paid work during this period. A teacher may be employed on a casual basis during the unpaid period of maternity leave.

32.3 Paternity Leave

- (i) Parental Leave is provided for in the NES. This section supplements the NES.
- (ii) A teacher must have, or will have, completed twelve (12) months of continuous employment to be eligible for paternity leave.
- (iii) A teacher may request to take paternity leave in conjunction with carer's leave and long service.
- (iv) A teacher who takes short paternity leave is eligible for up to 2 weeks paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth, to be deducted from accrued personal leave.
- (v) A teacher shall be required to give at least one school term's written notice of the intention to take paternity leave, and provide other notice and documentation, as required by the Act.

32.4 Adoption Leave

Adoption leave is provided for in the NES.

33. Other Leave

33.1 Special Leave

Unpaid special leave may be granted to teachers for limited periods for the following reasons:

- (i) Sick leave (up to 1 year);
- (ii) Study purposes (up to 3 years);
- (iii) Volunteer service (up to 2 years);
- (iv) Overseas denominational employment (as negotiated);
- (v) Professional development/upgrading outside of denominational employment (up to 3 years);

- (vi) Renewal leave (up to 1 year);
- (vii) Other leave as agreed to by the employer (up to 3 years).

33.2 Special leave and service accrual

Special leave granted by the employer does not break continuity of employment however will not count for all purposes of this agreement including Long Service Leave.

33.3 Special leave and re-employment

At the conclusion of special leave, while every effort will be made to provide the teacher with employment in a Seventh-day Adventist entity, there is no guarantee of re-employment.

33.4 Special leave and entitlements

A teacher who takes special leave shall not be entitled to any benefits during the period of leave. All entitlements accrued shall be preserved at the rate accrued at the date of commencement of special leave. If a teacher's employment is terminated during or at the conclusion of special leave, the teacher will be paid out at the rate preserved from the start date of special leave.

33.5 Leave Without Pay

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

Leave without pay will not be given for the purpose of holidays immediately before and after public holidays and non-term weeks.

Part 7 Other Matters

34. Procedures for investigating allegations of Reportable Conduct

Seventh-day Adventist Schools are committed to ensuring that fair procedures, as adopted by the employer, are implemented pursuant to Child Protection legislation, the Victorian Institute of Teachers Code of Conduct, and the Church's Safe Place policies


35. Disclaimer

In the event that any provision of this Agreement which, by reason of any law of the Commonwealth, is void or invalid, that provision shall be severed from this Agreement and the Agreement shall be read as if that provision formed no part of the Agreement.

EXECUTED as an agreement this DAY/ MONTH /YEAR

EMPLOYER REPRESENTATIVE

Signed:



Date:

8th July 2010

Name in Full (printed):

BRIAN LESLIE MERCER

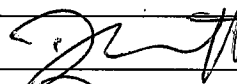
Position title:

DIRECTOR OF EDUCATION SDA SCHOOLS (VIC) LTD.

Authority to sign explained:

Chairman bargaining committee representing
employer.

Witnessed by:



Witness name in full:

Darren John Croft

Witness address:

9 Coachmans Ct
Chirnside Park VIC 3116

EMPLOYEE REPRESENTATIVE

Signed:

Tracie Hailey

Date:

6-7-10 6 July 2010

Name in Full (printed):

Tracie Margaret Hailey

Position title:

Teacher

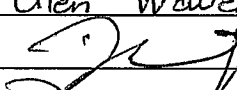
Authority to sign explained:

Bargaining Representative for
Nunawading Christian College Primary

Address:

3 Knightsbridge Crt
Alen Waverley 3150

Witnessed by:



Witness name in full:

Darren John Croft

Witness address:

9 Coachmans Ct, Chirnside Pk.
VIC 3116

APPENDIX A

Adventist Schools Victoria - Wage Rates 2010 - 2013

Basic Salary Rates

Schedule A (after Tithe)					
Level	2010	2011	2012	2013	
1	49,782	50,733	52,079	53,901	
2	51,817	52,848	53,501	55,373	
3	55,724	56,322	56,646	58,629	
4	57,697	57,942	58,266	60,305	
5	59,669	59,742	59,981	62,080	
6	61,637	61,637	61,686	63,845	
7	63,604	63,604	63,604	65,830	
8	65,576	65,576	65,709	68,009	
9	67,549	67,549	67,743	70,114	
10	69,514	69,514	69,831	72,275	
11		74,349	76,950	79,643	

Leading Teacher Loadings

Schedule A (after Tithe)			
LT	2010	2011	2012
LT 1		2,169	2,245
LT 2		4,082	4,225
LT 3		6,053	6,264

Schedule B

Level	2010	2011	2012	2013
1	55,313	56,370	57,865	59,890
2	57,574	58,720	59,445	61,526
3	61,916	62,580	62,940	65,143
4	64,108	64,380	64,740	67,006
5	66,299	66,380	66,645	68,978
6	68,485	68,485	68,540	70,939
7	70,671	70,671	70,671	73,144
8	72,863	72,863	73,010	75,565
9	75,055	75,055	75,270	77,904
10	77,237	77,237	77,590	80,306
11		82,610	85,500	88,493

Schedule B

LT	2010	2011	2012	2013
LT 1		2,410	2,494	2,581
LT 2		4,535	4,694	4,858
LT 3		6,725	6,960	7,204