



DECISION

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

Shelford Girls' Grammar Limited T/A Shelford Girls' Grammar
(AG2009/21996)

SHELFORD GIRLS' GRAMMAR LIMITED (TEACHERS) AGREEMENT 2010-2012

Educational services

COMMISSIONER CRIBB

MELBOURNE, 23 MARCH 2010

Application for approval of the Shelford Girls' Grammar Limited (Teachers) Agreement 2010-2012.

[1] An application has been made for approval of an enterprise agreement known as the *Shelford Girls' Grammar Limited (Teachers) Agreement 2010-2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Shelford Girls' Grammar Limited T/A Shelford Girls' Grammar. The agreement is a single-enterprise agreement.

[2] The Agreement was made during the bridging period¹ as defined in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (the Transitional Act), accordingly, when considering whether to approve the Agreement I have taken into account the provisions of Part 2–4 of Chapter 2 of the Act as modified by Schedule 7 of the Transitional Act.

[3] 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.

[4] The Independent Education Union of Australia (IEU), 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) of the Act I note that the Agreement covers the organisation.

¹ Item 2, Part 1, of Schedule 2.

[2010] FWAA 2398

[5] The Agreement was approved in Chambers on 23 March 2010 and, in accordance with s.54, will operate from 30 March 2010. The nominal expiry date of the Agreement is 31 December 2012.



Printed by authority of the Commonwealth Government Printer

<Price code G, AE875026 PR995369>

THE SHELFORD GIRLS' GRAMMAR LIMITED (TEACHERS) AGREEMENT 2010 – 2012

1 Title

This Agreement is to be known as the Shelford Girls' Grammar Limited (Teachers) Agreement 2010 – 2012 and is a Single Enterprise Agreement made pursuant to section 172 (2) of the *Fair Work Act* 2009 (Cth.).

2 Arrangement

The Agreement is arranged as follows:

<i>Clause No.</i>	<i>Clause Title</i>	
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2	Arrangement	
3	Application	
4	Relationship to Awards and Legislation	
5	Commencement Date and Period of Operation	
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16	Tuition Fee Discount	
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19	Termination	
20	Dispute Resolution Procedure	
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3 Application

This Agreement is binding upon Shelford Girls' Grammar Limited ("the School") (ABN 41 004 605 145) and the kindergarten, primary and secondary Teachers employed by the School.

4 Relationship to Awards and Legislation

4.1 The terms and conditions of employment for kindergarten, primary and secondary Teachers as specified in this Agreement will operate in conjunction with the relevant Awards:

- 4.1.1 The *Victorian Independent Schools - Teachers - Award 1998* operates until 31 December 2009.
- 4.1.2 The *Victorian Independent Schools - Early Childhood Teachers - Award 2004* operates until 31 December 2009.
- 4.1.3 The *Educational Services (Teachers) Award 2010* operates from 1 January 2010
- 4.2 Where this Agreement prescribes different or inconsistent terms and conditions from the Award, this Agreement will prevail to the extent of the difference or inconsistency.
- 4.3 The *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth.) and the *Fair Work Act 2009* (Cth.) prescribe minimum terms and conditions of employment which cannot be excluded by the Agreement.
- 4.3.1 The Australian Fair Pay and Conditions Standard of the *Workplace Relations Act 1996* (Cth) as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth) operates until 31 December 2009.
- 4.3.2 The National Employment Standards as contained in the *Fair Work Act 2009* (Cth.) operate from 1 January 2010.

5 Commencement Date and Period of Operation

- 5.1 The Agreement will operate in accordance with its date of commencement as specified under the provisions of the *Fair Work Act 2009* (Cth.)
- 5.2 The nominal expiry date of the Agreement is 31 December 2012.

6 Definitions

Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Australian Fair Pay and Conditions Standard	means Part 7 (The Australian Fair Pay and Conditions Standard) of the <i>Workplace Relations Act 1996</i> (Cth.)
Award	means the <i>Victorian Independent Schools - Teachers - Award 1998</i> and <i>Victorian Independent Schools - Early Childhood Teachers - Award 2004</i> until 31 December 2009, and the <i>Educational Services (Teachers) Award 2010</i> from 1 January 2010.
Board	Board of Governors of Shelford Girls' Grammar School
School	means Shelford Girls' Grammar Limited ("the School") (ABN 41 004 605 145)
Employer	means Shelford Girls' Grammar Limited ("the School") (ABN 41 004 605 145)
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment

FW Act	means the <i>Fair Work Act 2009</i> (Cth)
FWA	means Fair Work Australia
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 Teacher. A de facto spouse means a person who lives with the Teacher as his or her husband or wife on a bona fide domestic basis, although not legally married to the Teacher; 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 Teacher or spouse of the Teacher
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 5 weeks' annual leave)
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and the person <ol style="list-style-type: none"> i. holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or iii. is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or iv. has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (1 July 2007 <i>Permission to Teach Policy</i>)
Principal	means Principal of Shelford Girls' Grammar Limited or his or her nominee
Registered Health Practitioner	means a person registered under the <i>Health Professions Registration Act 2005</i> (Vic.).
School Year	means the twelve months from the day that Teachers are required to attend the School for the new educational year.
Teacher	means a Teacher employed by the Employer to teach students in the Kindergarten to Year 12 educational programme; a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach, or alternatively a person who is employed to teach children in Kindergarten and is required to hold a four-year post secondary qualification in early childhood

	<p>education.</p> <p>This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.</p>
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic.)
WR Act	means the <i>Workplace Relations Act 1996</i> (Cth.)

7 Salaries

- 7.1 The Employer will pay not less than the rates of pay from the first full pay period commencing on or after the dates specified in Schedule 1.

SCHEDULE 1 – ANNUAL RATES OF PAY

The annual rate of pay for a Full Time Teacher and a Part Time Teacher (pro rata) will be not less than that prescribed by the following table.

LEVEL	excl L Load 31-Dec-09	Salary from 01-Feb-10		Total Salary as from 1-Feb-10	9% SUPER	TOTAL REMUNERATION
		INCREASE 3.0%	LEAVE LOADING			
G 1	52,950	54,539	732	55,270	4,974	60,244
G 2	54,200	55,826	749	56,575	5,092	61,667
A 1	57,300	59,019	792	59,811	5,383	65,194
A 2	59,000	60,770	815	61,585	5,543	67,128
A 3	60,600	62,418	837	63,255	5,693	68,948
A 4	62,400	64,272	862	65,134	5,862	70,996
A 5	64,200	66,126	887	67,013	6,031	73,044
E 1	66,600	68,598	920	69,518	6,257	75,775
E 2	68,600	70,658	948	71,606	6,445	78,050
E 3	70,600	72,718	976	73,694	6,632	80,326
E.4	77,600	79,928	1072	81,000	7,290	88,290
H F	82,600	85,078	1106	86,184	7,757	93,940

7.2 Weekly Rate of Pay

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

7.3 Salary Review

This salary scale will be reviewed annually and further increases to those which are specified in Schedule 1 may be approved by the Board.

7.4 Positions of Responsibility

7.4.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Employer.

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

7.4.3 The Principal determines who is eligible for the rate of pay.

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

7.4.6 Where a Teacher holds a Positions of Responsibility and s/he is paid at a level below that of HF, the payment for the additional responsibility will be in addition to the total annual salary prescribed in Schedule 1.

7.5 Classification Structure

7.5.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching

- a) A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at G1 and subject to 7.5.1(b), progress to E4 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- b) A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level

7.5.2 Permission to Teach Teachers with the Victorian Institute of Teaching

- a) A Permission to Teach Teacher will be paid not less than G1.
- b) Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

8 Hours of Work

8.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that;

8.1.1 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, or

8.1.2 where a Teacher is employed for part only of a School Year, the averaging will be for that part of the School Year.

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

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

9 Non Attendance Time

- 9.1 A Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 9.1.1 The exceptions to this are where the position description for a Teacher holding a position of responsibility specifies attendance during Non Attendance Time. In this case the Teacher may be required to attend during Non Attendance Time.
- 9.2 Non Attendance Time is not a period of authorised leave for the purpose of the relevant legislation.
- 9.3 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 9.4.
- 9.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of Term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$\frac{\text{Teacher's Attendance Time}^* \times \text{Non Attendance Time}}{\text{School's Attendance time}}$	-	Non Attendance Time weeks already taken
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10 Annual Leave

- 10.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (AFPCS) (Division 4 of Part 7 of the WR Act as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), except where more favourable terms are provided in this Agreement.
- 10.2 This clause does not reproduce the AFPCS in full.
- 10.3 A Teacher is entitled to five weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 10.4 A Teacher must take all accrued annual leave during the Shut Down Period. The Shut Down Period is generally the period following the end of Term 4, however, the Shut Down Period may differ for individual Teachers, depending on work commitments and activities. A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the Shut Down Period and defer taking the equivalent period of annual leave to another time.

- 10.5 Where the Teacher has not accrued sufficient annual leave to cover the Shut Down Period, the Teacher will be entitled to unpaid leave and this period of unpaid leave will be counted as service for all purposes of the Agreement

11 Personal Leave

- 11.1 Personal leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 5 of Part 7 of the Act of the WR Act as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*) except where more favourable terms are provided in this Agreement. This clause does not reproduce Division 5 of Part 7 of the AFPCS in full

11.2 Entitlement

- 11.2.1 A Teacher is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.
- 11.2.2 For a Full Time Teacher, the personal leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid personal leave on a pro rata basis.
- 11.2.3 A Teacher may take the entire accrued personal leave entitlement as carer's leave.
- 11.2.4 Paid sick leave is taken by the Teacher because of a personal illness or injury.
- 11.2.5 Paid carer's leave is taken by the Teacher to provide care or support to a member of the Teacher's Immediate Family or a member of the Teacher's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 11.2.6 Personal leave accrues upon the completion of each four-week period of continuous service, based upon the Teacher's nominal hours of work.
- 11.2.7 A Teacher must notify the Employer of the Teacher's absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of a personal illness or injury or to provide care or support to a member of the Teacher's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

An employee is entitled to personal leave provided that:

- the Teacher 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 Teacher provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Teacher is entitled and which would not otherwise require the production of a certificate; and
- the Teacher produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number of days of paid sick leave

already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

11.2.8 Immediate Family includes:

- spouse or de facto partner of the teacher; and
- child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Teacher or spouse of the Teacher.

11.2.9 When taking carer's leave, the Teacher must, if required by the employer, establish by production of a medical certificate or statutory declaration, stating that the illness/emergency is such as to require care by another.

12 Special Leave

The Principal may grant a period of special leave to any Teacher in exceptional circumstances where the period of absence would not otherwise be covered by another form of leave.

13 Long Service Leave

13.1 This clause preserves the Long Service Leave provisions of the *Victorian Independent Schools Teachers Award 1998*.

13.2 A Teacher is entitled to long service leave. The *Long Service Leave Act 1992 (Vic.)*, as amended from time to time, specifies the entitlement. This Agreement will prevail over the Act in the event of any inconsistency.

13.3 A Teacher is entitled to long service leave of thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980 and to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing after 1 January 1980. From this date, a Teacher is entitled to an additional six and a half (6½) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.

13.4 Accrued long service leave will be paid in lieu where a Teacher's employment is terminated after seven (7) years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the Long Service Leave Act 1992 (Vic.).

13.5 A Teacher, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Teacher's normal salary.

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

Service prior to 1 February 1997	
<i>Employment Arrangement</i>	<i>Entitlement to Payment</i>
(a) where all service for the period of employment ending 31 January 1997 was part-time	Salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay

(b)	where full-time employment falls last	<ul style="list-style-type: none"> • leave taken from the full-time credit will be paid at the current full-time salary, and • leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment
(c)	Where part-time employment falls last	<ul style="list-style-type: none"> • leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category, and • leave taken from the part-time credit will be paid on the basis of average weekly hours over the last 12 months of part-time employment
(d)	where the Teacher can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment	average weekly hours will be struck over the actual period of part-time employment
Service from 1 February 1997		
<i>Employment Arrangement</i>		<i>Entitlement to Payment</i>
Time fraction has varied during service		payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service

13.7 Illness on Long Service Leave

13.7.1 Subject to the requirements of 13.4, a Teacher, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave reaccredited to the Teacher. The Principal may require the Teacher to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Teacher.

13.7.2 The Teacher's application under this clause:

- (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 that illness or injury; and

- (iii) must indicate whether the Teacher wishes to extend the long service leave by the period of the illness or injury or whether the Teacher will return from long service leave as planned with the period of illness or injury increasing the Teacher's accrued long service leave entitlement.

13.8 Arrangements for taking Long Service Leave

- 13.8.1 Teachers may take pro-rata long service leave after 7 years of continuous service.
- 13.8.2 Teachers are required to take at least one term's long service leave (usually 10 weeks) for every ten years of completed service.
- 13.8.3 Where the Teacher intends to take any period of Long Service Leave minimum notice of at least nine months is required.
- 13.8.4 Upon each subsequent period of 10 years of continuous employment, the Teacher must take not less than one full school term of long service leave within two (2) years of completing each subsequent 10 year period of continuous employment. The period of long service leave will usually not be for less than a full term.
- 13.8.5 Where a Teacher does not have sufficient long service leave to cover the entire term, a period of unpaid leave may be granted by the Principal. Alternatively, the Principal may grant a shorter period of long service leave in some circumstances.

13.9 Cashing out of Long Service Leave

- 13.9.1 Where the Employer and a Teacher agree, a Teacher who is entitled to long service leave may request the cashing out of long service leave entitlements. This provision overrides section 74 of the *Long Service Leave Act 1992* (Vic).
- 13.9.2 The arrangements for taking Long Service Leave as specified in clause 13.8 also apply to the cashing out of Long Service Leave.

14 Parental Leave

14.1 Relationship with Legislation

- 14.1.1 Parental leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 6 of Part 7 of the WR Act) as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth), except where more favourable terms are provided in this Agreement.
- 14.1.2 From 1 January 2010, a Teacher's entitlement to Parental Leave is in accordance with the NES (Division 4 and 5 of Part 2-2, of the FW Act).
- 14.1.3 From 1 January 2010, 14.2.2 and 14.2.3 do not apply, as these rights will be replaced by the NES.

14.2 Right to request

- 14.2.1 Simultaneous Leave

- (a) Subject to 14.2.1(b), a Teacher entitled to parental leave pursuant to the provisions of the AFPCS may request the Employer to allow the Teacher to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Teacher in reconciling work and parental responsibilities.
- (b) An application under 14.2.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

14.2.2 Additional Long Parental Leave

- (a) Subject to 14.2.2(b), a Teacher entitled to parental leave pursuant to the provisions of the AFPCS may request the Employer to allow the Teacher 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 Teacher in reconciling work and parental responsibilities.
- (b) An application under 14.2.2(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 Teacher is due to return to work from parental leave.

14.2.3 Part Time Work

- (a) Subject to 14.2.3(b), a Teacher entitled to parental leave pursuant to the provisions of the AFPCS may request the Employer to allow the Teacher 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 Teacher in reconciling work and parental responsibilities.
- (b) An application pursuant to 14.2.3(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Teacher is due to return to work from parental leave.

14.2.4 Request to be considered

- (a) The Employer shall consider any request made pursuant to 14.2.1, 14.2.2 or 14.2.3 having regard to the Teacher's circumstances and, provided the request is genuinely based on the Teacher'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) A Teacher's request and the Employer's decision made pursuant to 14.2.1, 14.2.2 or 14.2.3 must be recorded in writing.

15 Parental Allowance

15.1 Maternity Allowance

Where a Teacher is granted unpaid parental leave in accordance with clause 14 of this Agreement to be the primary caregiver of a child, and where the Teacher has completed not less than 80 weeks' continuous service, the Teacher is entitled to be paid a maternity allowance of:

- 15.1.1** Twelve weeks pay at the time the Teacher commences maternity leave.

- 15.1.2 For the purpose of calculating the payment for clauses 15.1 and 15.3, the salary will be taken as at the time the period of leave commenced. If the time fraction has varied during the year, the average time fraction of the 12 months preceding the maternity leave will be used for the purposes of calculating the payment.
- 15.1.3 A Teacher must have a minimum of a further 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to 15.1 or 15.3.
- 15.1.4 Continuous service for the purposes of this clause means service under an unbroken contract of employment and includes:
- Any period of part-time employment worked at the School
 - Any period of paid leave authorised by the School or by the Award
 - But does not include any period of employment on a casual basis, and will not include any period of unpaid leave whether approved or otherwise
- 15.2 During the period of time that the Teacher is in receipt of the parental allowance under 15.1 or 15.3, the Teacher is entitled to accrue annual leave and personal leave in accordance with this Agreement. The Teacher is not entitled to accrue long service leave in accordance with the *Long Service Leave Act 1992 (Vic.)*
- 15.3 If the Teacher receives or is eligible to receive paid parental leave under the Australian Government's Paid Parental Leave Scheme or any other Australian Government Funded or State Government Funded Paid Parental Leave Scheme (a PPL Scheme), and regardless of whether the Teacher chooses to apply for such a payment, the following provisions will apply instead of clause 15.1:
- (a) in respect of each week when the Teacher receives or is eligible to receive payment under a PPL Scheme (to a maximum of 12 weeks), the employer will pay to the Teacher the amount (if any) by which the Teacher's normal rate of pay for a week's work for the employer exceeds the amount that the Teacher receives or is eligible to receive in that week under the PPL Scheme. For example, if a Teacher's normal pay for a week's work is \$1,000.00 and the Teacher is entitled to \$600.00 per week for 18 weeks under the PPL Scheme, the employer would pay the Teacher the difference, being \$400.00 per week, for 12 weeks;
- (b) for the purpose of the calculation in (a) above, the Teacher shall be treated as having received payment under the PPL Scheme if:
- (i) the Teacher, being eligible, chooses not to apply for a payment under the PPL Scheme, or chooses not to apply for their full entitlement under the PPL Scheme; or
- (ii) the Teacher elects to transfer the Teacher's unused entitlement to payments under the PPL Scheme to another family member;

If the Employer is required to pay any superannuation contributions on behalf of the Teacher in respect of payments made to the Teacher under the PPL Scheme, the Employer's liability under clause 15.3(a) shall be reduced by the amount of such superannuation contributions.

15.4 Paternity Allowance

15.4.1 Where a Teacher is granted unpaid parental leave in accordance with clause 14 of this Agreement to be the secondary caregiver of a child, and where the Teacher has completed not less than 80 weeks continuous service, the Teacher is entitled to a period of five days paid paternity leave.

15.4.2 Paid paternity leave must be taken within two weeks of the birth.

16. Tuition Fee Discount

16.1 A Teacher, whose time fraction is 0.5 to 1.0 Full Time Equivalent (FTE) and whose child or children attend the School, is entitled to a tuition fee discount of 25 per cent.

16.2 A Teacher, whose time fraction is less than 0.5 FTE and whose child or children attend the School, is entitled to a tuition fee discount of 10 per cent.

16.3 Levies are not subject to any discount. Levies include, but are not limited to, the security levy and the co-curricular levy.

16.4 Other services, such as child care and outside school hours care, are specifically excluded from this clause.

16.5 The discount in 16.1 or 16.2 cannot be taken in conjunction with fee relief, where a Teacher is eligible for fee relief. A Teacher may choose to accept the discount or to apply for fee relief at the appropriate application time of each School Year. Either the discount or the fee relief is available, not both.

17 Introduction of Major Change

17.1 Employer's duty to notify

17.1.1 Where the Employer has made a definite decision to introduce major changes in:

- production
- program
- organisation
- structure, or
- technology

that are likely to have significant effects on Teachers, the Employer will notify the Teachers who may be affected by the proposed changes.

Significant effects may include :

- termination of employment or
- major changes in
 - a) the composition, operation or size of the teaching staff
 - b) or significant alteration of hours of work
 - c) or need for retraining or transfer
 - d) or structure of duties ordinarily performed.

17.1.2 Changes implemented by any relevant Award will be deemed not to have significant effect.

17.2 The School's obligation to discuss change

17.2.1 The Employer will discuss with the Teachers affected, the introduction and likely effect of the changes referred to in 15.1.1 and use its best endeavours to avert or mitigate the adverse affects on the Teachers where, in the opinion of the Principal, it is reasonably possible so to do.

17.2.2 The Employer will commence discussions as early as practicable once a definite decision to effect major change has been made and will give prompt consideration to matters raised by the Teachers affected.

17.2.3 The Employer will provide in writing to the Teachers affected sufficient information about the changes to enable a full understanding of all issues relevant to them provided that it will not be required to disclose confidential matters or those which would be contrary to the Employer's interests.

18 Terms of Appointment

18.1 Letter of Appointment

Upon engagement, The Employer will provide a Teacher (other than a casual Teacher) with a letter of appointment.

18.2 Statement of Service

Upon termination of employment, the Employer will, at the request of the Teacher, provide the Teacher with a statement of service specifying:

- The period of employment;
- The classification of, or type of work performed by the Teacher; and
- Any additional responsibilities or duties, including extra curricula.

19 Termination

19.1 Redundancy

19.1.1 Where the Employer has made a definite decision that the position performed by the Teacher is no longer required, the Employer shall as soon as practicable thereafter hold discussions with the Teacher concerned (*or his/her representative*) to inform him/her of reasons for the decision and determine whether this will lead to termination of employment of the Teacher.

19.1.2 In such circumstances, the Employer will consider measures which might be implemented to avoid termination, including redeployment where appropriate.

19.1.3 If requested the Employer will provide such information relating to the redundancy in writing to the Teacher concerned, but it will not be required to disclose confidential matters or those which would be contrary to the Employer's interests.

19.1.4 Severance Payment

For Teachers declared redundant provision will be made according to the scale as set out below:

Less than 1 year	1 week
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	8 weeks
4 years but less than 6 years	10 weeks
6 years but less than 8 years	13 weeks
8 years but less than 11 years	16 weeks
11 years and over	1.5 weeks pay for each completed year of service with a maximum of 20 weeks pay

19.2 Due Process

19.2.1 In the situation where the Employer deems a Teacher's performance to be unsatisfactory Due Process will commence with the Employer advising the Teacher in writing of:

- the Employer's concerns with the Teacher's performance
- the time, date and place of the first due process meeting
- the Teacher's right to be accompanied by a nominee of his or her choice at all due process meetings
- the Employer's right to terminate the employment should due process not resolve the Employer's concerns.

19.2.2 Due Process meetings will:

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

19.2.3 If, following due process, the Employer's decision is to terminate a Teacher, then the Employer must give notice in accordance with clause 11.1 of the Award.

19.2.4 If the Employer is to terminate the employment of a Teacher during the first six months of the Teacher's employment, the Employer does not need to comply with this clause.

19.3 Unsatisfactory Conduct

19.3.1 Where termination may take place for reasons related to unsatisfactory conduct, the Employer will investigate the alleged misconduct, provide the employee with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the Employer. Where an issue of misconduct is to be investigated, a Teacher is entitled to be accompanied by a nominee of the Teacher's choice. Disciplinary action may include termination of the Teacher's employment.

19.3.2 If the Employer is to terminate the employment of a Teacher during the first six months of the Teacher's employment, the Employer does not need to comply with this clause

19.4 Resignation by the Teacher

Where a Teacher wishes to resign from the School the Teacher will provide a full term's notice wholly within a term, but with a minimum notice of seven (7) weeks wholly within a term. Failure to provide part or all of this notice may result in the Employer withholding monies and benefits for the period of notice not given in accordance with sub-clause 11.2 of the award.

20 Dispute Resolution Procedure

20.1 Step 1

Every attempt will be made to resolve a grievance by discussions between the Employer and the Teacher(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.

20.2 Step 2

Where a grievance is not resolved by Step 1, the Employer or the Teacher(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.

20.3 Step 3

Where the Employer and the Teacher(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.

20.4 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 FWA. In normal circumstances, the matter should not be referred by either party to the FWA prior to the completion of Steps 1 and 2, and where agreed, Step 3.

21 Agreement Flexibility

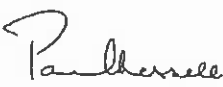
21.1 The Employer and Teacher covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:


- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and the Teacher in relation to one or more of the matters mentioned in paragraph (a);

- (c) the arrangement is genuinely agreed to by the Employer and Teacher.
- 21.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the Teacher being better off overall than the Teacher would be if no arrangement was made.
- 21.3** The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Teacher; and
 - (c) is signed by the Employer and Teacher and if the Teacher is under 18 years of age, signed by a parent or guardian of the Teacher; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 21.4** The Employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 21.5** The Employer or Teacher may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Teacher agree in writing — at anytime.

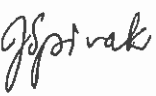
EXECUTED as an Agreement this 16 day of December 2009.


EMPLOYER REPRESENTATIVE

Signed: 
Date: 16 December, 2009 _____
Name in full (printed): Pamela Eugene Chessell _____
Position title: School Principal _____
Authority to sign explained: Member of Negotiating Committee _____
Address: 1/45 Marine Parade, Elwood 3184 _____

Witnessed by: 
Witness name in full: Mrs Marion Isobel Piper _____
Witness address: 478 Tooronga Road, Hawthorn East, 3123

EMPLOYEE REPRESENTATIVE

Signed: 
Date: 16 December 2009 _____
Name in full (printed): Judith Spivak _____
Position title: Secondary Teacher _____
Authority to sign explained: Member of Negotiating Committee
Address: 22 Leura Grove, Hawthorn East, 3123

Witnessed by: 
Witness name in full: Mrs Marion Isobel Piper _____
Witness address: 478 Tooronga Road, Hawthorn East, 3123 _____