

St Catherine's School- Teachers Agreement 2008-2011

FINAL – 18 November 2008

St Catherine's School (Teachers) Agreement 2008-2011

1. TITLE

This Agreement is to be known as the St Catherine's School (Teachers) Agreement 2008-2011 (the 'Agreement') and is an Employee Collective Agreement made pursuant to section 327 of the *Workplace Relations Act 1996* (Cth.).

2. ARRANGEMENT

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3. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1. Where the Agreement passes the no-disadvantage test, the Agreement will be operative from the seventh day after the date specified in the notice issued by the Workplace Authority.
- 3.2. The nominal expiry date of the Agreement is three (3) years from the operative date.

4. PARTIES BOUND

- 4.1. This Agreement binds:
 - i. St Catherine's School; and
 - ii. all Teachers employed for the purposes of delivering Educational Programs for the Early Learning Centre, Junior School and Senior School, including Permission to Teach Teachers.

5. RELATIONSHIP TO AWARDS

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

6. DEFINITIONS

Act	means the <i>Workplace Relations Act 1996</i> (Cth.)
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 following:

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	<ul style="list-style-type: none"> • <i>Victorian Independent Schools - Teachers - Award 1998;</i> • <i>Victorian Independent Schools- Early Childhood Teachers- Award 2004</i> <p>and any other award applicable to any Teacher immediately prior to the commencement of this Agreement</p>
Basic Periodic Rate of Pay	means the rate of pay from the relevant Australian Pay and Classification Scale for a period worked, as defined by Division 2 of Part 7 (The Australian Fair Pay and Conditions Standard) of the <i>Workplace Relations Act 1996 (Cth.)</i>
Casual Teacher	means a Teacher employed pursuant to clause 8 of this Agreement
Commission	means Australian Industrial Relations Commission or its successor
Early Learning Centre	means the centre catering for preschool aged children from 3 years old
Early Learning Teacher	<p>means a person employed as a Teacher in the Early Learning Centre</p> <ul style="list-style-type: none"> • who has completed a four-year post-secondary school qualification in early childhood education, or • who has completed a three-year post-secondary school qualification in early childhood education and was an employee at the time this Agreement commenced.
Educational Program	means the core curriculum for the Early Learning Centre, the Junior School and the Senior School of St Catherine's School
Employer	means the School
Experience	<p>means experience of teaching:</p> <ul style="list-style-type: none"> • if a School Teacher, after achieving the qualifications necessary for registration as a teacher, • if an Early Learning Teacher, after achieving the necessary qualifications in early childhood education, <p>and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment</p>

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Face-to-Face Teaching	means timetabled classes for a School Teacher
Fixed Term Teacher	means a Teacher employed pursuant to clause 8 of this Agreement
Full Time Teacher	means a Teacher employed pursuant to clause 8 of this Agreement
Junior School	means the core curriculum for children in Year Prep to Year 6
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 4 weeks' annual leave)
Part Time Teacher	means a Teacher employed pursuant to clause 8 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of 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

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	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 St Catherine's School or his or her nominee
Registered Health Practitioner	means person registered under the <i>Health Professions Registration Act 2005 (Vic.)</i> , which includes Chinese medicine practitioners (acupuncturists, Chinese herbal medicine practitioners and Chinese herbal dispensers), chiropractors, dental care providers (dentists, dental hygienists, dental therapists and dental technicians), medical practitioners, medical radiation technologists (medical imaging technologists, radiation therapy technologists and nuclear medicine technologists), nurses, optometrists, osteopaths, pharmacists, physiotherapists, podiatrists and psychologists.
School	means St Catherine's School ABN 90 004 251 816 trading as St Catherine's School
School Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of the <i>Education and Teaching Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, including those with the title Director and Head of School positions by whatever name called
School Year	means twelve months from the day that Teachers are required to attend the School for a new Educational Year
Senior School	means the core curriculum for children in Year 7 to Year 12
Student Supervision Hours	means the hours that the Early Learning Teacher is required to supervise students in the Early Learning Centre's Educational Program. Student Supervision Hours exclude non-supervisory duties such as preparatory, administrative and associated responsibilities
Teacher	means an employee of the School who is a School Teacher or an Early Learning Teacher
The Leadership Team	means a Teacher who is determined by the Principal to be a member of the School's management group
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).
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7. DISPUTE RESOLUTION PROCEDURE

In relation to any matter arising out of this Agreement that may be in dispute ('the matter') between the School and the Teacher ('the parties') as parties to this agreement, except matters relating to the actual or threatened termination of employment of the Teacher, the parties will undertake the following steps:

Step 1

Every attempt will be made to resolve the matter by discussions between the School and the Teacher(s) directly involved at the School. This does not preclude the right of either party to seek advice from outside the School, nor does it necessitate such an approach where this is impracticable.

Step 2

Where the matter is not resolved by Step 1, the School or the Teacher(s) may each seek the assistance of a representative in order that a further attempt may be made to resolve the matter.

Step 3

Where the School 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.

Step 4

In the event that Steps 1, 2 and 3 fail to resolve the matter it may be referred by either party to the Commission. In normal circumstances, the matter should not be referred by either party to the Commission prior to the completion of Steps 1 and 2, and where agreed, Step 3. The Commission will assist the parties to resolve the matter using its powers under the Act.

8. MODES OF EMPLOYMENT

The School may employ a Full Time, Part Time, Fixed Term or Casual Teacher.

The School may direct a Teacher to perform such duties as are within the limits of the Teacher's skill, competence and training.

8.1. Full Time Teacher

8.1.1. The School may engage a Teacher on a Full Time basis in accordance with this Agreement.

8.2. Part Time Teacher

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- 8.2.1. The School may employ a Teacher on a Part Time basis in accordance with this Agreement.
- 8.2.2. The School will set out in writing the Part Time hours required upon the engagement of the Teacher and at any other time when a permanent variation occurs. For a Part Time Teacher, the School will set out in writing the duties and number of hours required (including Face-to-Face Teaching hours or Student Supervision Hours) to be undertaken.
- 8.2.3. The School will attempt to accommodate the requests of a Part Time Teacher with regards to days worked. However, the educational needs of students must take priority, and timetabling and other operational constraints may place limitations on the School's ability to meet these requirements.
- 8.2.4. A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 8.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula:
- a) a Full Time School Teacher's Face-to-Face Teaching hours are deemed to be 18 hours secondary and 23 hours primary
- $$\frac{\text{Hours of Face-to-Face Teaching}}{\text{Hours of Full Time Teacher's Face-to-Face Teaching}} \times \text{annual salary}$$
- b) a Full Time Early Learning Teacher's Student Supervision Hours are deemed to be 26.25 hours
- $$\frac{\text{Hours of Student Supervision}}{\text{Hours of Full Time Teacher's Student Supervision}} \times \text{annual salary}$$
- 8.2.5. A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.

8.3. Fixed Term Teacher

- 8.3.1. The School may employ an Teacher to work on a replacement basis or for a specified period of time as Full Time or Part Time:
- to replace one or more Teachers who are on leave;
 - to undertake a specified project for which funding has been made available;
 - to undertake a specified task which has a limited period of operation; or
 - to replace a Teacher whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.
- 8.3.2. A Fixed Term Teacher is entitled to the benefits of this Agreement on a pro rata basis where the Teacher is employed Part Time or where the Teacher has been employed for a period of less than 12 months.
- 8.3.3. Before employing a Fixed Term Teacher on a replacement basis, the School will inform the Fixed Term Teacher of:

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- the reason for the fixed nature of the employment;
- the date of commencement of the employment;
- the benefits which are applicable under this Agreement; and
- the rights of any Teacher being replaced.

8.3.4. Subject to clause 10, the termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clause 30.

8.3.5. A Fixed Term Teacher is not entitled to any of the following benefits under this Agreement:

- notice of termination (where the date of cessation of employment is stated at the time of appointment)
- jury service leave
- redundancy
- paid parental leave.

8.4. Casual Teacher

8.4.1. The School may employ a Teacher as a Casual Teacher in accordance with this Agreement.

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

8.4.3. The School will engage a Casual Teacher on an hourly basis, provided that the minimum engagement will be for not less than two hours. The minimum engagement does not apply where a Part Time Teacher is employed to work additional hours on a casual basis on a day that the Part Time Teacher is ordinarily employed.

8.4.4. A Casual Teacher is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- community service leave
- school holidays
- non attendance time
- leave loading
- public holidays
- paid personal leave
- paid compassionate leave
- qualifications conferral leave
- paid parental leave
- accident make-up pay

8.4.5. A Casual Teacher is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.

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- 8.4.6. The School must not employ a Casual Teacher, in such a capacity for more than fifteen (15) consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

9. LETTER OF APPOINTMENT

Upon commencement, the School will provide the Teacher (other than a Casual Teacher) with a letter of employment. This letter shall as a minimum, include such matters as salary, tenure of the appointment where applicable, qualifying period, a statement of duties for the position and relevant information about the position.

10. QUALIFYING PERIOD

- 10.1. A Teacher's employment is contingent upon the satisfactory completion of a six (6) month qualifying period.
- 10.2. If the School is to terminate the employment of a Teacher during the first six months of the Teacher's employment, the School will provide four weeks' notice of termination and does not need to comply with the notice of termination provisions in Clauses 30 and 31 or any due process or performance management policies or procedures in place from time to time.
- 10.3. If Teacher is to resign within the first six (6) months of the Teacher's employment commencing, then the Teacher is required to give the same notice required of the School in 10.2 above.

11. CLASSIFICATIONS AND SALARY

- 11.1. Schedule A sets out the classification structure and progression through the salary scale.
- 11.2. Schedule B sets out the salary for a Teacher, including a Casual Teacher.
- 11.3. Schedule C sets out the position of responsibility structure and Schedule D sets out the applicable rates of pay.
- 11.4. To the extent necessary, the School and the Teacher agree that the guarantee of the Basic Periodic Rate of Pay may be satisfied over a period of 12 months and includes the salary and rates of pay in Schedules B and D.
- 11.5. The salary specified in Schedule B or D is in compensation for all hours worked under this Agreement.

12. HOURS OF WORK

- 12.1. A Teacher is required to teach all classes and carry out all professional duties required of the Teacher by the School, including but not limited to parent/teacher

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meetings, staff meetings, pastoral care, co-curriculum activities, report writing, yard duty and School events.

- 12.2. The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of twelve (12) months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- 12.3. In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 12.4. The School will determine the ordinary Full Time Face-to-Face Teaching or Student Supervision Hours per week and the professional duties to be allocated to the Teacher.

13. NON ATTENDANCE TIME

- 13.1. Subject to 13.2, 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 School.
- 13.2. Exceptions to 13.1 are as follows:
 - (a) where it is customary for a Teacher to attend at the School during Non Attendance Time; or
 - (b) where the Teacher is a member of The Leadership Team. The applicable quantum of Non Attendance Time, if any, will be specified in the Teacher's job description or contract of employment.
- 13.3. Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 13.4. Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Non 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 13.5.
- 13.5. 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:

$$\frac{\text{Teacher's Attendance Time (weeks)} \times \text{Non Attendance Time (weeks)}}{\text{School's Attendance Time (weeks)}} - \text{Non Attendance Time weeks already taken}$$

14. REMUNERATION PACKAGING

- 14.1. Upon receiving a written election for a remuneration packaging arrangement from the Teacher and provided there is no additional cost to the School, the School is

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prepared to offer the Teacher the opportunity to receive part of the Teacher's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.

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

15. SUPERANNUATION

The School currently makes a School superannuation contribution equivalent to 10% per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Teacher, excluding a fund where the School is required to become a participating School.

Should the Teacher not nominate a complying superannuation fund for this purpose, the contribution will be made to Victorian Independent School Superannuation Fund (VISSF) or successor fund.

16. PAYMENT ARRANGEMENTS

Salary will be paid by credit transfer to the Teacher's nominated financial institution account on a fortnightly or monthly basis for all Teachers.

17. ANNUAL LEAVE

- 17.1. Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the Act), except where more favourable terms are provided in this Agreement. This clause does not reproduce Division 4 of Part 7 of the Act in full.
- 17.2. A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 17.3. A Teacher must take an amount of annual leave during the shutdown period following the end of term 4.
- 17.4. A Teacher and the School 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.
- 17.5. Where a Teacher has not accrued sufficient annual leave to cover the shut down period, the teacher will take leave without pay.
- 17.6. 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 annual leave, pursuant to the following formula:

$$\frac{\text{Teacher's Attendance Time} \times \text{Annual Leave}}{\text{School's Attendance Time}} - \text{Annual Leave already taken}$$

Note: Amounts in weeks or part weeks

18. PERSONAL LEAVE

18.1. Personal leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 5 of Part 7 of the Act) except where more favourable terms are provided in this Agreement. This clause does not reproduce Division 5 of Part 7 of the Act in full.

18.2. Entitlement

18.2.1. A Full Time Teacher is entitled to fifteen (15) days of paid personal leave in each year of service, which includes both sick and carer's leave.

18.2.2. For a Full Time Teacher the sick leave entitlement equates to fifteen (15) days per year of service. A Part Time Teacher is entitled to paid sick leave on a pro rata basis based on specified hours in clause 12.

18.2.3. Paid sick leave is taken because the Teacher is unfit for work due to a personal illness or injury.

18.2.4. 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) a personal illness or injury, or
- b) an unexpected emergency affecting the member.

A maximum of 10 days of paid carer's leave may be taken per year of service. A Part Time Teacher is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 12. Carer's leave, if not used in any year, does not accrue as a separate entitlement.

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

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

18.2.7. Personal Leave for a Teacher accrues upon the completion of each four week period of continuous service, based upon the Teacher's nominal hours of work.

18.3. Notice and evidence of sick leave

18.3.1 A Teacher must notify the School 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.

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18.3.2 A Teacher is entitled to sick leave provided that the Teacher produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the School:

- for any absence of two (2) consecutive days or more,
- for any absence continuous with a holiday to which the Teacher is entitled and which would not otherwise require the production of a certificate, or
- where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five (5) days in the one year.

18.4. Notice and evidence of carer's leave

18.4.1 A Teacher must notify the School of the Teacher's absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave 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.

18.4.2 A Teacher is entitled to carer's leave provided that:

- the Teacher produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the School, if the member of the Teacher's Immediate Family or household is ill or injured for
 - any absence of two (2) consecutive days or more,
 - any absence continuous with a holiday to which the Teacher is entitled and which would not otherwise require the production of a certificate, or
 - where the number of days of paid carer's leave already taken without the production of a certificate or statutory declaration exceed five (5) days in the one year; or
- the Teacher produces a statutory declaration made by the Teacher to the Employer, if a member of the Teacher's Immediate Family or household is affected by an unexpected emergency.

18.5. Sick leave whilst on long service leave

A School may require a Teacher who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the School's choice, provided the practitioner is reasonably accessible to the Teacher.

19. COMPASSIONATE LEAVE

19.1. Compassionate leave is in accordance with the Australian Fair Pay and Conditions Standard (Subdivision E of Division 5 of Part 7 of the Act), except

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where more favourable terms are provided in this Agreement. This clause does not reproduce Subdivision E of Division 5 of Part 7 of the Act in full.

19.2. Entitlement

- 19.2.1. A Teacher may take three (3) days' paid leave per occasion when a member of the Teacher's Immediate Family or household dies or when the Teacher's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
- 19.2.2. This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the School and the Teacher.
- 19.2.3. If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Teacher may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 19.2.4. The Teacher is entitled to compassionate leave only if the Teacher gives the School notice of the taking of this leave. The notice:
 - a) Must be given to the School as soon as is reasonably practicable (which may be at a time after the leave has started); and
 - b) Must advise the School of the period, or expected period, of the leave

20. INFECTIOUS DISEASES LEAVE

- 20.1. An Teacher who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the School is satisfied on medical advice that the Teacher has contracted the disease through a contact at the School and the disease is evident in the School:
 - German measles
 - Chickenpox
 - Measles
 - Mumps
 - Scarlet fever
 - Whooping cough
 - Rheumatic fever, or
 - Hepatitis.
- 20.2. The Teacher must, at the request of the School, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

21. PUBLIC HOLIDAYS

- 21.1. A Teacher is entitled to public holidays as specified in the *Public Holidays Act* 1993 (Vic) and as gazetted by the Victorian Government from time to time. These include the following:

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- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

21.2. Public holidays that occur during a period of Non Attendance Time for Teachers in accordance with Clause 13 do not create an additional entitlement.

21.3. Holidays in lieu

21.3.1. When Christmas Day is a Saturday or Sunday, a holiday in lieu will be observed on 27 December.

21.3.2. When Boxing Day is a Saturday or a Sunday, a holiday in lieu will be observed on 28 December.

21.3.3. When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu will be observed on the next Monday.

21.4. Additional days

Where in Victoria, public holidays are declared or prescribed on days other than those set out in 21.2 above, those days will constitute additional days for the purpose of this award.

21.5. Substitute Days

21.5.1. By agreement between the School and the majority of Teachers, an alternative day may be taken as the public holiday in lieu of any of the specified days.

21.5.2. An agreement made in accordance with 21.2 must be recorded in writing and made available to every affected Teacher. Any such agreement must be recorded in the time and wages records kept by the School.

22. PARENTAL LEAVE

22.1. Relationship with Act

Parental leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 6 of Part 7) of the Act, except where more favourable terms are provided in this Agreement. This clause does not reproduce Division 6 of Part 7 of the Act in full.

22.2. Application

- 22.2.1. Parental leave applies to a Teacher, other than a Casual Teacher, unless the Casual Teacher is an eligible casual employee.
- 22.2.2. The School must not fail to re-engage a Casual Teacher, who is an eligible casual employee, because:
 - (a) the Casual Teacher or the Casual Teacher's spouse is pregnant; or
 - (b) the Casual Teacher is or has been immediately absent on parental leave.
- 22.2.3. The rights of the School in relation to engagement and re-engagement of a Casual Teacher are not affected, other than in accordance with this clause.

22.3. Definitions

- 22.3.1. For the purposes of this clause, child means a child of the Teacher under **school age**, which is ordinarily between 4.5 and 6.5 years. Except that for the purposes of adoption, a child is an eligible child and means a person under school age who is placed with the Teacher, other than a child or step-child of the Teacher or of the spouse of the Teacher or a child who has previously lived continuously with the Teacher for a period of six months or more.
- 22.3.2. For the purposes of this clause, an **eligible casual employee** means a Casual Teacher:
 - a) who has been engaged by the School on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
 - b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the School on a regular and systematic basis.
- 22.3.3. For the purposes of this clause, **continuous service** means service with the School as a Teacher during the whole of the period, including any period of authorised leave. For an eligible casual employee, continuous service means a period during which the eligible casual employee was engaged on

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a regular and systematic basis by the School and during the casual period, the Teacher had a reasonable expectation of continuing employment by the School.

22.3.4. A **spouse** includes a former spouse, a de facto spouse and a former de facto spouse.

22.4. Basic entitlement

22.4.1. A Teacher, upon the completion of 12 months of continuous service with the School is entitled to up to 12 months' unpaid parental leave (maternity, paternity or adoption leave) in relation to the birth or adoption of a child. This includes:

- a) up to 52 weeks of unpaid ordinary maternity leave to be the primary care-giver of the child;
- b) a single, unbroken period of unpaid short paternity leave of up to one week at the time of the birth of a child and a further unbroken period of up to 51 weeks of unpaid long paternity leave to be the primary care-giver of a child; and
- c) a single, unbroken period of up to three weeks' unpaid short adoption leave taken within the three weeks starting on the day of placement of an eligible child with the Teacher and a further unbroken period of up to 49 weeks to be the primary care-giver of the eligible child.

22.4.2. A period of unpaid parental leave does not break the Teacher's continuity of employment but it does not count as employment or service.

22.5. Right to request

22.5.1. Simultaneous Leave

- a) Subject to 22.5.1(b), a Teacher entitled to parental leave pursuant to the provisions of the Act may request the School 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 22.5.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

22.5.2. Additional Long Parental Leave

- a) Subject to 22.5.2(b), a Teacher entitled to parental leave pursuant to the provisions of the Act may request the School to allow the Teacher

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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 22.5.2(a) may be made at any time from the time of the application for the period of long unpaid parental leave provided by the Act but must be made not less than ten (10) weeks prior to the date upon which the Teacher is due to return to work from parental leave.

22.5.3. Part Time Work

- a) Subject to 22.5.3(b), a Teacher entitled to parental leave pursuant to the provisions of the Act may request the School to allow the Teacher to return from a period of parental leave on a part-time basis until the child reaches school age to assist the Teacher in reconciling work and parental responsibilities.
- b) An application pursuant to 22.5.3(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.

22.5.4. Request to be considered

- a) The School shall consider any request made pursuant to 22.5.1, 22.5.2 or 22.5.3 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 School'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 School's decision made pursuant to 22.5.1, 22.5.2 or 22.5.3 must be recorded in writing.

22.6. Ordinary maternity leave

22.6.1. A Teacher must provide notice and documentary evidence to the School in advance of the expected date of commencement of ordinary maternity leave. The Teacher:

- a) must provide notice in writing to the School of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Teacher is pregnant). The Teacher must give the medical certificate to the School no later than ten (10) weeks before the expected date of birth (as stated in the certificate).

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- b) must provide notice in writing to the School of the date on which the Teacher proposes to commence maternity leave and the period of leave to be taken. This notice must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.

22.6.2. When the Teacher gives notice under 22.6.1(b) the Teacher must also provide a statutory declaration stating the following:

- the particulars of any period of paternity leave sought or taken by her spouse;
- that the Teacher intends to be the child's primary care-giver at all times while on ordinary maternity leave; and
- that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

22.6.3. A Teacher will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason

22.6.4. Subject to 22.4.1 and unless agreed otherwise between the School and the Teacher, a Teacher may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.

22.6.5. Where a Teacher continues to work within the six week period immediately prior to the expected date of birth of the child, the School may require the Teacher to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

22.6.6. The School may require the Teacher to start a continuous period of leave as soon as reasonably practicable if the Teacher does not give the School the medical certificate pursuant to 22.6.5 within seven days after the request or where the Teacher gives the School a medical certificate stating that the Teacher is unfit to work.

22.6.7. Where the Teacher elects to return to work within six weeks after the birth of the child, the School will require the Teacher to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

22.7. Special maternity leave

22.7.1. Where the pregnancy of a Teacher not then on maternity leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Teacher may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

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- 22.7.2. Where a Teacher is suffering from an illness not related to the direct consequences of the confinement, a Teacher may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 22.7.3. Where a Teacher not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 52 weeks.
- 22.7.4. Where leave is granted under 22.7.1, during the period of leave a Teacher may return to work at any time, as agreed between the School and the Teacher provided that time does not exceed four weeks from the recommencement date desired by the Teacher.
- 22.7.5. A period of special maternity leave must end before the Teacher starts any continuous period of leave including (or constituted by) ordinary maternity leave.
- 22.7.6. An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a medical practitioner stating that the Teacher is pregnant, the expected date of birth, and that the Teacher is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.
- 22.7.7. An application for special maternity leave required because of the end of the Teacher's pregnancy otherwise than by the birth of a living child must be accompanied by:
- a) a medical certificate from a medical practitioner containing the following statements:
 - that the Teacher was pregnant, but that the pregnancy has
 - ended otherwise than by the birth of a living child;
 - what the expected date of birth would have been if the
 - pregnancy had gone to full term;
 - that the pregnancy ended on a stated day within 28 weeks
 - before the expected date of birth; and
 - that the Teacher is, was, or will be unfit for work during a
 - stated period.
 - b) a statutory declaration made by the Teacher containing the following statements:
 - that the Teacher was pregnant, but that the pregnancy has

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- ended otherwise than by the birth of a living child;
- the first and last days of the period (or periods) of any other
- authorised leave taken by the Teacher because of a
- pregnancy-related illness or the end of the pregnancy; and
- that the Teacher will not engage in any conduct inconsistent
- with her contract of employment while on special maternity leave.

22.7.8. The application, medical certificate and statutory declaration (if required) must be given to the School before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.

22.7.9. A Teacher will not be in breach of this clause if the Teacher could not comply with the documentation requirements because of circumstances beyond her control.

22.7.10. A Teacher is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the School

22.8. Paternity leave

22.8.1. A Teacher must provide notice and documentary evidence to the School in advance of the expected date of commencement of short paternity leave. The Teacher:

- a) must provide to the School, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the School no later than 10 weeks before the date stated in the certificate; or
- b) must provide to the School, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states that the actual date of birth of the child. The medical certificate must be given to the School as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably practicable for the Teacher to comply with 22.8.1(a) because of the premature birth of the child or any other compelling reason; and
- c) must provide to the School a written application for short paternity leave stating the first and last days of the period of short paternity leave, with the application given to the School as soon as reasonably practicable on or after the first day of the period of leave.

22.8.2. A Teacher must provide notice and documentary evidence to the School in advance of the expected date of commencement of long paternity leave.

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The Teacher must provide the School with a statutory declaration no later than 10 weeks prior to the first day of the intended period of leave stating:

- he will take that period of paternity leave to become the primary care-giver of a child;
- particulars of any period of maternity leave sought or taken by his spouse; and
- that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

22.8.3. The Teacher will not be in breach of 22.8.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

22.9. Adoption leave

22.9.1. A Teacher must give written notice to his or her School of the Teacher's intention to apply for adoption leave as soon as reasonably practicable after receiving notice (a placement approval notice) of the approval of the placement of an eligible child with the Teacher.

22.9.2. A Teacher must give written notice to his or her School of the day when the placement of an eligible child with the Teacher is expected to start as soon as reasonably practicable after receiving notice (a placement notice) of the expected day.

22.9.3. A Teacher must give written notice to his or her School of the first and last days of the periods of short and long adoption leave (or of either type of leave) the Teacher intends to apply for because of the placement:

- a) If the Teacher receives a placement notice about the placement within the period of 8 weeks after receiving the placement approval notice – before the end of that 8-week period; or
- b) if the Teacher receives a placement notice about the placement after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.

22.9.4. A notice under 22.9.1, 22.9.2 or 22.9.3 must be given to the Teacher's School as soon as reasonably practicable where the Teacher cannot comply due to the day that the placement is expected to start or any other compelling reason.

22.9.5. A Teacher must provide a written application to his or her School for short adoption leave, stating the first and last dates of the period no later than 14 days before the proposed day of placement of the child. If the Teacher cannot comply because of the day when the placement is expected to start

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or any other compelling reason, then the Teacher must provide the application as soon as reasonably practicable before the first day of short adoption leave.

22.9.6. A Teacher must provide a written application to his or her School for long adoption leave, stating the first and last dates of the period no later than 10 weeks before the first day of the proposed continuous period of leave including (or constituted by) the long adoption leave applied for. If the Teacher cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Teacher must provide the application as soon as reasonably practicable before the first day of long adoption leave.

22.9.7. The Teacher must also give his or her School the following documents:

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

22.9.8. A Teacher may take:

- a) short adoption leave to which he or she is entitled at any time within the period of 3 weeks starting on the day of placement of the child, and/or
- b) long adoption leave to which he or she is entitled at any time within 12 months after the day of placement of the child.

22.9.9. Where the placement of a child for adoption with a Teacher

- does not commence, the Teacher is not entitled to leave; or

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- commences but is discontinued or cancelled, the Teacher's entitlement to adoption leave is not affected. However, the School may give the Teacher written notice that, from a stated day no earlier than four (4) weeks after the day the notice is given, any untaken long adoption leave that the Teacher remains entitled to at the stated day is cancelled with effect from that day.

22.9.10. A Teacher seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Teacher and the School should agree on the length of the unpaid leave. Where agreement cannot be reached, the Teacher is entitled to take up to two days' unpaid leave. Where paid leave is available to the Teacher, the School may require the Teacher to take such leave instead.

22.10. Parental leave and other entitlements

A Teacher may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Teacher has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 22.5.2.

22.11. Transfer to a safe job

22.11.1. Subject to 22.11.2 and 22.11.3, where a Teacher is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Teacher make it inadvisable for the Teacher to continue at her present work, the Teacher will, if the School deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

22.11.2. This subclause applies to a Teacher if

- a) the Teacher is entitled to ordinary maternity leave; and
- b) the Teacher has already complied with the documentation requirements under 22.6; and
- c) the Teacher gives her School a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Teacher is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - i. illness, or risks, arising out of her pregnancy; or
 - ii. hazards connected with that position.

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22.11.3. If the School does not think it to be reasonably practicable to transfer the Teacher to a safe job:

- a) the Teacher may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 22.11.4(b); or
- b) the School may require the Teacher to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 22.11.4(b).

22.11.4. If the Teacher takes paid leave under 22.11.3:

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

22.12. Variation of period of ordinary maternity leave, long paternity leave or long adoption leave

22.12.1. Subject to the relevant provisions of the Act, where a Teacher has commenced a period of long parental leave of up to 12 months, the Teacher:

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

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

22.12.3. To avoid doubt, this subclause does not apply to the right to request provision in 22.5.2.

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22.13. Returning to work after a period of parental leave

- 22.13.1. A Teacher will notify the School of the Teacher's intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.
- 22.13.2. A Teacher will be entitled to the position which the Teacher held immediately before proceeding on parental leave. In the case of a Teacher transferred to a safe job pursuant to 22.11, the Teacher will be entitled to return to the position the Teacher held immediately before such transfer. A Part Time Teacher will be entitled to the same time fraction.
- 22.13.3. Where such position no longer exists but there are other positions available which the Teacher is qualified for and is capable of performing, the Teacher will be entitled to a position as nearly comparable in status and pay to that of the Teacher's former position.
- 22.13.4. For the purposes of this clause, position includes a position of responsibility for a Teacher but does not necessarily include the same classes and/or subjects.

22.14. Replacement employees

- 22.14.1. A replacement Teacher is a Teacher specifically engaged or temporarily promoted or transferred, as a result of a Teacher proceeding on parental leave.
- 22.14.2. Before the School engages a replacement Teacher, the School must inform that person of the temporary nature of the employment and of the rights of the Teacher who is being replaced.

22.15. Communication during parental leave

- 22.15.1. Where a Teacher is on parental leave and a definite decision has been made to introduce significant change at the workplace, the School shall take reasonable steps to:
 - a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave; and
 - b) provide an opportunity for the Teacher to discuss any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave.
- 22.15.2. The Teacher shall take reasonable steps to inform the School about any significant matter that will affect the Teacher's decision regarding the duration of parental leave to be taken, whether the Teacher intends to return to work and whether the Teacher intends to request to return to work on a part-time basis.

22.15.3. The Teacher shall also notify the School of changes of address or other contact details which might affect the School's capacity to comply with 22.15.1.

23. PARENTAL ALLOWANCE

23.1. Where a Teacher is granted unpaid parental leave in accordance with the Act and clause 22 – Parental Leave of this Agreement to be the primary caregiver of a child, the Teacher is entitled to be paid a parental allowance:

- a) equivalent to twelve (12) weeks' salary at the Teacher's ordinary rate of pay, provided that the Teacher takes a minimum of twelve (12) weeks' unpaid maternity leave commencing at or around the time of the birth of the child; or
- b) equivalent to twelve (12) weeks' salary at the Teacher's ordinary rate of pay, provided that the Teacher takes a minimum of twelve (12) weeks' unpaid adoption leave at or around the time of the placement of the child with the Teacher.

23.2. During the period of time that the Teacher is in receipt of the parental allowance under 23.1, the Teacher is entitled to accrue annual leave, as defined by the Act, and personal leave, in accordance with clause 19 – Personal Leave of this Agreement. The Teacher is not entitled to accrue long service leave in accordance with the *Long Service Leave Act 1992* (Vic.)

23.3. Where a Teacher is granted unpaid short paternity or unpaid short adoption leave at the time of the birth of a child or placement of a child for adoption in accordance with the Act, the Teacher is entitled to a parental allowance at the Teacher's ordinary rate of pay for up to five days of the short paternity or short adoption leave, which must be taken within two weeks of the child being discharged from hospital or of placement of the child.

23.4. A Teacher must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to 23.1 or 23.3.

23.5. Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to 23.1.

23.6. The parental allowance is not payable during a period of paid leave. Any period of paid leave applied for must be scheduled and taken at a time other than when the parental leave payment is in effect.

23.7. The payment of the parental allowance will commence upon the birth or placement of the child.

24. LONG SERVICE LEAVE

- 24.1. 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.
- 24.1.1. 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 thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing after 1 January 1980. A Teacher is entitled to an additional six and a half (6.5) weeks' long service leave for each additional five (5) years of continuous employment with the School.
- 24.1.2. Accrued long service leave will be paid in lieu where a Teacher's employment is terminated after seven years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act 1992* (Vic.).
- 24.1.3. 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.
- 24.1.4. If a teacher who is entitled to any amount of Long Service Leave dies before or while taking Long Service Leave, then the School will pay an amount equal to the ordinary pay that would have been payable to the teacher in respect of the period of Long Service Leave not taken to the teacher's personal representative.
- 24.1.5. Where a teacher who has completed more than 7 years continuous employment with an School dies while still in continuous employment of such School, the School (in addition to any sum payable under 24.1.4) will pay to the teacher's personal representative in respect of any period of such continuous employment which is after the last accrual of entitlement to long service leave pursuant to 24.1.1 a sum equal to the amount of the teacher's ordinary pay for a period equalling one fortieth of such fractional period.
- 24.1.6. Teachers may take accrued pro-rata accrued Long Service leave after (7) or more years of continuous employment.
- 24.1.7. The Teacher and the School may agree for the Teacher to receive payment for part or all of the Teacher's accrued Long Service Leave in lieu of taking this entitlement as leave.
- 24.1.8. A Teacher, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:

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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	<ul style="list-style-type: none"> • 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>
(a)	Time fraction has varied during service payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service	payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service

24.1 Illness on Long Service Leave

24.1.1 Subject to the requirements of 24.2.2, 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 recredited to the Teacher. The Principal may require the Teacher to be examined by a registered medical practitioner of the School's choice, provided the practitioner is reasonably accessible to the Teacher.

24.1.2 The Teacher's application under 24.3.1:

- i. must be received by the School 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.

25 LEAVE WITHOUT PAY

A Teacher may apply for leave without pay which may be granted at the discretion of the Principal. 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)*.

The School will not make any School superannuation contributions for the period of a Teacher's absence on leave without pay.

26 RELOCATION LEAVE

A Teacher is entitled to a maximum of one (1) day's leave per year for the purposes of moving their place of abode. The timing of this leave must be negotiated with the Principal prior to any leave being taken. This leave is non cumulative.

27 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

27.1 Where a Teacher is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985 (Vic)*, the School must pay to the Teacher the difference between such weekly payments and the normal remuneration of the Teacher for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Teacher remains employed by the School.

27.2 If a Teacher is absent from work because of a personal illness or injury, for which the Teacher is receiving compensation payments pursuant to the *Accident Compensation Act 1985 (Vic)*, then:

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- a) the Teacher does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
 - i. annual leave; or
 - ii. paid personal/carer's leave; and
- b) the Teacher is not entitled to any payment or benefit in respect of any Non Attendance Time for a Teacher which fall during the period that the Teacher is in receipt of weekly payments under the *Accident Compensation Act 1985 (Vic.)*.

27.3 In the event that a Teacher, who is in receipt of weekly compensation payments pursuant to the *Accident Compensation Act 1985 (Vic.)*, has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Teacher will take the accrued annual leave entitlement.

27.4 For the purposes of 27.3, the period of annual leave will not reduce the Teacher's entitlement to such compensation payments or to accident makeup pay, if applicable.

27.5 Where a Teacher returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *Accident Compensation Act 1985 (Vic.)*, and where the Teacher is entitled to annual leave at the part time rate of pay, the Teacher will remain entitled to be paid the weekly compensation payments in accordance with the Act .

28 WITHHOLDING OF MONIES

28.1 Subject to 28.2, in the event that a Teacher does not provide the full notice required by Clause 10 or 28, the School is entitled to withhold from any monies owing to the Teacher an amount equal to the remuneration that the Teacher would have earned for the number of weeks or days of the notice period that the Teacher did not work.

28.2 Clause 28.1 does not entitle the School to withhold any monies owing to a Teacher to the extent to which it would result in the School failing to comply with the Australian Fair Pay and Conditions Standard under the Act.

28.3 For the avoidance of doubt, the School is entitled to withhold monies owing to an Teacher from sources including (but not limited to) the following:

- i. unpaid salary or wages to the extent to which such entitlements exceed the Teacher's basic periodic rate of pay;
- ii. any entitlement to a pro rata payment for long service on termination of employment (notwithstanding any inconsistent provision of the *Long Service Leave Act 1992 (Vic.)*); and
- iii. any amounts owing to the Teacher for an unpaid bonus or allowance.

28.4 For the purpose of this clause, the School and Teacher agree that the Basic Periodic Rate of Pay may be satisfied over a period of 12 months.

29 TERMINATION OF EMPLOYMENT

- 29.1 The School may terminate a Teacher's employment for reasons of redundancy, unsatisfactory performance and/or unsatisfactory conduct.
- 29.2 Upon termination of employment, a Teacher may request a statement of service. Upon receipt of such a request, the School will provide the Teacher with a statement specifying:
- The period of employment; and
 - The classification of, or type of work performed by the Teacher.

30 NOTICE OF TERMINATION

- 30.1 Where the School wishes to terminate the employment of a Teacher serving a qualifying period pursuant to clause 10, or a Teacher wishes to resign during a qualifying period, the period of notice is specified by clause 10
- 30.2 Where the School wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the School, the School will give a full term's notice in writing or full payment in lieu.
- 30.3 Where the School wishes to terminate the employment of a Teacher, where the Teacher has had more than six (6) months' continuous service but less than five years' continuous service with the School, the School will give seven (7) weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 30.4 Where the School wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the School will give the Fixed Term Teacher four (4) weeks' notice if the Teacher being replaced provides notice to the School pursuant to clause 22 that the Teacher being replaced wishes to return from parental leave.
- 30.5 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules B and D (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 30.6 Subject to clause 10, a Teacher must provide the School with a minimum of seven (7) weeks' notice in writing with such notice to be given wholly within the one school term.
- 30.7 The notice period in this clause and in clause 10 do not apply where the Teacher is guilty of serious misconduct.

31 PERFORMANCE AND CONDUCT MANAGEMENT

- 31.1 Unsatisfactory performance
- 31.1.1 Where termination of employment may take place for reasons related to performance, the School will apply to undertake a process that includes the provisions outlined in 31.1.1 and 31.1.2.

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31.1.2 Commencement of Due Process

Due process will commence with the School advising the Teacher in writing of:

- the School'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 the Teacher's choice at all due process meetings;
- the School's right to terminate the Teacher's employment should due process not resolve the School's concerns.

31.1.3 Due Process Meetings

Due Process meetings will:

- Include discussion of the School's concerns with the Teacher's performance;
- Give the teacher an opportunity to respond to the School's concerns;
- Include discussion of any counselling or assistance, where appropriate, available to the Teacher;
- Include documentation, where applicable;
- Set periods of review, as appropriate

31.2 Unsatisfactory Conduct

Subject to 31.3, where termination of employment may take place for reasons related to unsatisfactory conduct, the School will investigate the alleged misconduct, provide the Teacher with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the School. Where an issue of misconduct is to be investigated, the Teacher is entitled to be accompanied by a nominee of the Teacher's choice. Disciplinary action may include termination of the Teacher's employment.

31.3 Summary Dismissal

The School may terminate a Teacher's employment summarily, where the Teacher is guilty of serious misconduct of any kind such that it would be unreasonable to require the School to continue the employment during the notice period.

31.4 Qualifying Period

An exception to 31.1 and 31.2, is where a Teacher is serving a qualifying period pursuant to Clause 10 –Qualifying Period of this Agreement.

32 REDUNDANCY

32.1 Definition

Redundancy occurs where the School has made a definite decision that the School no longer wishes the job that the Teacher has been doing done by anyone and is not due to the ordinary and customary turnover of labour and that

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decision may lead to termination of employment, the School will hold discussions with the Teacher directly affected. The Teacher and the School may elect to be represented in these discussions.

32.2 The School will hold discussions as soon as practicable after the School has made a definite decision which will invoke the provisions of 32.1.

32.3 Pursuant to 32.2 the School will discuss, inter alia:

- The reason(s) for the proposed terminations;
- Measures to avoid or minimise the terminations
- Measures to mitigate any adverse effects of any terminations on the Teacher(s) concerned

32.4 For the purposes of the discussion pursuant to 32.2, the School will, as soon as practicable, provide in writing to the Teacher(s) concerned, all relevant information about the proposed terminations including:

- The reason(s) for the proposed terminations;
- The number and categories of Teacher(s) likely to be affected;
- The number of workers normally employed;
- The period over which the terminations are likely to be carried out.

32.5 For the purposes of 32.1 to 32.4 the School is not required to disclose confidential information the disclosure of which would be inimical to the School's interests.

32.6 Redundancy Disputes

32.6.1 Where a redundancy dispute arises, and if it has not already done so, an School must provide the affected Teacher(s) and the Teacher's representative (if requested by any affected Teacher) in good time, with relevant information:

- the reasons for any proposed redundancy;
- the number and categories of Teachers likely to be affected; and
- the period over which any proposed redundancies are intended to undertaken.

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

32.7 Transfer to lower paid duties

Where an Teacher is transferred to lower paid duties for reasons set out above the Teacher will be entitled to the same period of notice of transfer as the Teacher would have been entitled to if the Teacher's employment had been terminated. The School may, at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

32.8 Severance Pay

The severance payment for a Teacher will be in accordance with the following:

If the Teacher is under 45 years of age

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay

***Week's pay** means the ordinary time rate of pay for the Teacher concerned
For the purposes of this clause **continuous service** will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the School.

If the Teacher is 45 years of age or over

Period of Continuous Service	Severance Pay
Less than 1 yr	Nil
1 year but less than 2 years	5 weeks pay
2 years but less than 3 years	8.75 weeks pay
3 years but less than 4 years	12.5 weeks pay
4 years but less than 5 years	15 weeks pay
5 years but less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

32.9 Leaving during notice

A Teacher, whose employment is terminated for reasons of redundancy, may terminate the Teacher's employment during the period of notice and, if so, will be entitled to the same benefits and payments under 32.8 had the Teacher remained with the School until the expiry of such notice. In such circumstances the Teacher will not be entitled to payment in lieu of notice.

32.10 Alternative employment

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

32.11 Time off during notice period

- i. During the period of notice of termination an Teacher will be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- ii. If the Teacher has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Teacher may be required to produce proof of attendance at an interview or

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the Teacher may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

33 INTRODUCTION OF MAJOR CHANGE

33.1 School's duty to notify

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

- Production;
- Organisation
- Program
- Structure; or
- Technology

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

Where such major changes occur, during the School year, the notification by the School to the Teacher so affected will be a term's notice, except where otherwise agreed by mutual agreement. When a major change affects only the hours of work, and is occurring between the end of one school year and the commencement of the next year, a term's notice will not be required.

33.1.1 Significant effects include:

- Termination of employment;
- major changes in the composition, operation or size of the School'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 Teachers to other work or locations;
- the restructuring of jobs

33.2 School's duty to discuss change

33.2.1 The School will discuss with the Teachers affected:

- The introduction of the changes referred to in 33.1;
- The effects the changes are likely to have on Teachers
- Measures to avert or mitigate the adverse effects of such changes on Teachers

33.2.2 The School will give prompt consideration to matters raised by the Teacher in relation to the changes

33.2.3 The School will commence discussions as early as practicable after the School has made a definite decision to make the changes referred to in 33.1

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33.2.4 For the purposes of such discussion and subject to 33.2.5, the School will provide in writing to the Teachers concerned, all relevant information about the changes including:

- The nature of the changes proposed
- The expected effects of changes on Teachers; and
- Any other matters likely to affect Teachers

33.2.5 For the purposes of such discussion under 33.2.4, the School will not be required to disclose confidential information of which would be inimical to the School's interests.

34 ANNUAL LEAVE LOADING

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

34.2 A Teacher who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of Teacher's Attendance Time (weeks)}}{\text{School's Attendance Time (weeks)}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

34.3 A Teacher who ceases employment with the School prior to the commencement of third term is not entitled to leave loading from the School.

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

35 MEAL ALLOWANCE

The School will supply a Teacher with a meal should the School require a Teacher to remain at School continuously until after 6.30p.m. on any day. A meal will be supplied where it is impracticable for the Teacher to return home.

36 BREAKAGE AND LOSS

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

37 PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the School for the performance of duties, the School will either provide such clothing or reimburse the Teacher for cleaning costs incurred.

38 COMMUNITY SERVICE LEAVE

38.1 Meaning of Community Service activity

Each of the following is an eligible community service activity:

- a) Jury service (including attendance for the purpose of jury selection) that is required by or under a law of the Commonwealth or of a State or Territory; or
- b) Carrying out a voluntary management activity; or

38.2 Entitlement to be absent from employment for engaging in eligible community service activity

A Teacher who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- a) The period consists of one or more of the following:
 - i. Time when the Teacher engages in the activity;
 - ii. Reasonable travelling time associated with the activity
 - iii. Reasonable rest time immediately following the activity; and
- b) Unless the activity is jury service- the Teacher's absence is reasonable in all circumstances

38.3 Notice and evidence requirements

A Teacher who wants an absence from his or her employment to be covered by 38.1 must give his or her School notice of the absence

The notice:

- a) Must be given to the School as soon as reasonably practicable (which may be at a time after the absence has started); and
- b) Must advise the School of the period, or expected period of the absence

38.4 The evidence

A Teacher who has given his or her School notice of an absence related to Community Service must, if required by the School, give the School evidence that would satisfy a reasonable person that the absence is because the Teacher has been or will be engaging in an eligible community service activity.

A Teacher's absence from his or her employment is not covered by this provision unless the Teacher complies with this section.

38.5 Payment to Teachers (other than Casuals) on jury service

This section applies if:

- a) In accordance with this division, an Teacher is absent from his or her employment for a period because of jury service; and

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- b) The Teacher is not a Casual Teacher

The School must pay the Teacher at the Teacher's ordinary rate of pay for the Teacher's ordinary hours of work in the period.

The Teacher is required by the School, to give the Teacher evidence that would satisfy a reasonable person:

- a) That the Teacher has taken all necessary steps to obtain any amount of jury service pay to which the Teacher is entitled; and
- b) Of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the Teacher for the period.

If the Teacher does not provide the evidence, the Teacher is not entitled to payment.

If the Teacher produces the evidence- the amount payable to the Teacher is reduced by the total amount of jury service pay that has been paid, or is payable to the Teacher, as disclosed in the evidence.

If a Teacher is absent because of jury service in relation to a particular jury service summons for a period, or a number of period, of more than ten (10) days in total:

- a) The Teacher is only required to pay the Teacher for the first ten (10) days of absence; and
- b) The evidence provided need only relate to the first ten (10) days of absence; and
- c) The reference to that total amount of jury service pay, as disclosed in the evidence is a reference to the total amount so disclosed for the first ten (10) days of absence.

39 EXAMINATION LEAVE

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

40 QUALIFICATION CONFERRAL LEAVE

A Teacher will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

41 CAMP ALLOWANCE

A Teacher attending an overnight St Catherine's School whole year level or other scheduled curriculum camp will receive an allowance of \$60 per night for each night that the Teacher is required to be in attendance. This allowance will be paid to the Teacher at the time of the next salary payment following the camp.

42 TUITION FEE CONCESSION

42.1 Definition of Tuition Fee

'Tuition fee' shall be defined as the annual fee for academic tuition as determined annually by the School Council.

42.2 Entitlement of Existing Teachers

Teachers employed by the School will be entitled to a 50% discount of the tuition fee where they enrol their daughter(s) (or son(s) in the Early Learning Centre) at St Catherine's School. Each enrolment of children of staff after 23 January 2002 will attract the payment of the FBT liability applicable to the concession

42.3 Entitlement of New Teachers

42.3.1 Full Time Teachers

Full Time Teachers employed by the School after 23 January 2002 will be entitled to a 50% discount in the tuition fee where they enrol their daughter(s) (or son(s) in the Early Learning Centre) at St Catherine's School. Each enrolment will attract the payment of the FBT liability applicable to the concession.

42.3.2 Part Time Teachers

Part Time Teachers employed by the School after 23 January 2002 will be entitled to the 50% discount in the tuition fee on a pro rata basis equal to their employment fraction (correct to one decimal point). Each enrolment will attract the payment of the FBT liability applicable to the concession. For example a Teacher employed at 0.6 FTE will be entitled to a 30% discount in the tuition fee ($0.5 \times 0.6 = 0.3$)

43 CHILDCARE

Where the Employer requires a Teacher to attend the School on work business, a Teacher who requires before and/or after school care for the Teacher's children, is entitled to access the School's Before and/or After Care Program free of charge on days where this requirement exists.

44 PROFESSIONAL DEVELOPMENT

A Teacher will be required to attend a maximum of nine (9) student free days, designated days for the purpose of in-service education and/or planning. The designated ("Term end and Term before") days will be published by the Principal prior to the commencement of the ensuing School Year, with the balance of the days remaining being notified prior to the commencement of each Term.

45 CONSULTATIVE COMMITTEE

The parties to the Agreement have resolved that a Consultative Committee be established to monitor the application of the terms and conditions of the Agreement and other School related matters during the period of its operation.

There will be a maximum of ten members of the Consultative Committee, up to five of whom will be representatives of the School and up to five of whom will be representatives of the Employees. The Teachers' representatives will be:

- One person from, and elected by, the Junior School/Early Learning Centre Teaching staff, and
- One person from, and elected by, the Senior School Teaching staff.

The committee should meet at least once each term to review the application of the agreement.

46 NO EXTRA CLAIMS

It is a term of this Agreement that the Teachers will not pursue any extra claims relating to salary and conditions of employment prior to the nominal expiry date of this Agreement.

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EXECUTED as an Agreement this _____ day of _____ 2008.

EMPLOYER REPRESENTATIVE

Signed: _____

Date: _____

Name in full (printed): _____

Position title: _____

Authority to sign explained: _____

Witnessed by: _____

Witness name in full: _____

Witness address: _____

EMPLOYEE REPRESENTATIVE

Signed: _____

Date: _____

Name in full (printed): _____

Address: _____

Witnessed by: _____

Witness name in full: _____

Witness address: _____

SCHEDULE A – CLASSIFICATION STRUCTURE

A.1 Teachers with Full and Provisional Registration

- A.1.1 Teacher holding Full or Provisional Registration, who have a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to A.1.3, progress Level 11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- A.1.2 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.

A.2 Permission to Teach Teachers with the Victorian Institute of Teachers

- A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.
- A.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

A.3 Early Learning Teachers

- A.3.1 An Early Learning Teacher, who has a 4-year approved training course beyond secondary school, including a teacher training, will commence at Level 1 and subject to A.3.2, progress to Level 11 in annual increments on the anniversary of the Kindergarten Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- A.3.2 An Early Learning 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.

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SCHEDULE B – SALARIES

B.1 Annual Salary

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

Annual Rate of Pay			
Level	Effective from the first pay period commencing on or after		
	1 February 2009	1 February 2010	1 February 2011
1	\$52,944	\$54,797	\$56,715
2	\$54,485	\$56,392	\$58,366
3	\$56,595	\$58,576	\$60,626
4	\$58,025	\$60,056	\$62,158
5	\$60,948	\$63,081	\$65,289
6	\$62,624	\$64,816	\$67,084
7	\$64,409	\$66,663	\$68,997
8	\$67,140	\$69,490	\$71,922
9	\$69,223	\$71,646	\$74,153
10	\$74,013	\$76,603	\$79,285
11	\$77,600	\$80,316	\$83,127

B.2 Weekly Salary

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

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B.3 Annual Leave Loading

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

B.4 Casual Rate of Pay

B.4.1 The rate of pay for a Casual Teacher will not be less than:

Casual Rate of Pay			
	Effective from the first pay period commencing on or after		
	1 February 2009	1 February 2010	1 February 2011
Per hour	\$39.50	\$40.30	\$41.10
Per day	\$237.00	\$242.00	\$247.00

B.4.2 The minimum engagement will be for not less than two hours on a day.

B.4.3 The daily rate is the maximum rate payable per day.

B.4.4 The payment for any day, if less than the maximum daily rate, is calculated to the nearest fifteen (15) minutes.

B.5 Translation Table

From the first pay period commencing on or after 1 February 2009, a teacher on the Current Level will translate to the New Level in accordance with the translations in the following table.

Current Level	New Level	Comment
1*		
2	1	Replaces 2008 Level 2
3	2	Replaces 2008 Level 3
4*	3	Replaces 2008 Level 5
5	4	Replaces 2008 Level 6
6	5	Replaces 2008 Level 7
7	6	Replaces 2008 Level 8
8	7	Replaces 2008 Level 9
9	8	Replaces 2008 Level 10
10	9	Replaces 2008 Level 11
11	10	Replaces 2008 Level 13
12*	11	Replaces 2008 Level 14
13		
14		
*denotes 2008 level removed		

SCHEDULE C – POSITIONS OF RESPONSIBILITY STRUCTURE

C.1 Eligibility

- C.1.1 A rate of pay will be paid to a Teacher where the School requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the School.
- C.1.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.
- C.1.3 The Principal determines who is eligible for the rate of pay.

C.2 Notification

The Principal will provide written advice to a Teacher in receipt of a rate of pay about:

- the title of the position;
- the tenure of the position;
- the duties required;
- the amount of the allowance; and
- if the Teacher is a member of The Leadership Team, the quantum of Non Attendance Time, if any.

SCHEDULE D – POSITIONS OF RESPONSIBILITY STRUCTURE RATES OF PAY

D.1 Rates of Pay

D.1.1 The following rates of pay apply to a position of responsibility.

Level A	\$1,000
Level B	\$2,000
Level C	\$3,000
Level D	\$4,000
Level E	\$5,000
Level F	\$6,000
Level G	\$7,000
Level H	\$8,000
Level I	\$9,000
Level J	\$10,000
Level K	\$11,000

D.1.2 Where the position of responsibility is shared, the payment may also be shared.