

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

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

2. ARRANGEMENT

This Agreement is arranged as follows.

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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 from the Workplace Authority.
- 3.2. The nominal expiry date of the Agreement is three years from the operative date.

4. PARTIES BOUND

- 4.1. This Agreement binds:
 - a) The Employer; and
 - b) All Employees of the Employer, except for the Principal and Director of Finance and Corporate Services.
- 4.2. Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Part 3 of this Agreement applies to the Employees as specified.

5. RELATIONSHIP TO AWARDS

This Agreement fully excludes all Award conditions..

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6. DEFINITIONS

Act	means the <i>Workplace Relations Act 1996</i>
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave.
Awards	<p>means the following:</p> <ul style="list-style-type: none"> ▪ Victorian Independent Schools-Teachers-Award 1998; ▪ Victorian Independent Schools-School Assistants - Award 1998; ▪ Victorian Independent Schools – Early Childhood Teachers - Award 2004; ▪ Educational Services – Early Childhood Assistants – Victoria – Award 1999; ▪ Victorian Independent Schools - Clerical/Administrative Employees - Award 2004; ▪ Sportsground Maintenance and Venue Presentation Award 2001; ▪ Children's Services (Victoria) Award 2005; ▪ Information Technology Industry (Professional Employee) Victorian Award 2001; and ▪ Victorian Independent Schools Nurses Award 2003. <p>Or any other award applicable to any Employee immediately prior to the commencement of the Agreement.</p>
Casual Employee	means an Employee employed pursuant to clause 8.7 of this Agreement.
College	means St Leonard's College ABN 52 006 106 556.
Commission	means the Australian Industrial Relations Commission or its equivalent.
Continuous Service	means that service will not be broken through taking any approved leave (paid or unpaid) or changing mode of employment.
Corporate Services Employee	means those Employees not employed as Teachers.
Early Childhood Program	means School program for three-, four- and five-year old children but does not include the Prep Year or child care.
Early Childhood Teacher	means a person (other than a director, by whatever name called, of an early childhood centre, by whatever name called) who is employed to teach children in the early childhood program.
Employee	means a person covered by this Agreement.
Employer	means St Leonard's College ABN 52 006 106 556.
Fixed-Term Employee	means an Employee employed pursuant to clause 8.6 of this Agreement.

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Full-Time Employee	means an Employee employed pursuant to clause 8.4 of this Agreement.
Immediate Family	means <ul style="list-style-type: none"> • spouse (including former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as their husband or wife on a bona fide domestic basis, although not legally married to the Employee. • domestic partner which includes another person, although may not be legally married to that person and, lives with that person on a bona fide domestic basis as the husband or wife of that person. • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee.
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the School Holidays mandated by the Victorian government for Victorian government teachers (less 4 week's annual leave).
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and the person: <ol style="list-style-type: none"> i. holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education; or ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion; or iii. is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience; or iv. has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (1 July 2007 <i>Permission to Teach Policy</i>).
Part-Time Employee	means an Employee employed pursuant to clause 8.5 of this Agreement.
Personal Leave	means approved leave for sick leave, carer's leave and compassionate leave purposes.
Principal	means the Principal of St Leonard's College or their nominee.
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools.

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School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year.
Shutdown	means any day(s) as designated by the College when the business or part of the business is closed.
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 Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal by whatever name called.

7. DISPUTE RESOLUTION PROCEDURE

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

7.1.1. Step 1

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

7.1.2. Step 2

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

7.1.3. Step 3

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

7.1.4. Step 4

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

8. MODES OF EMPLOYMENT

- 8.1. The Employer may employ an Employee as a Full-Time, Part-Time, Fixed-Term or Casual Employee.
- 8.2. A Full-Time, Part-Time or Fixed-Term Employee may be employed with four weeks annual leave or School Holidays as specified in the Schedules to this Agreement and in an Employee's letter of offer or amendment to that letter of offer.
- 8.3. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.
- 8.4. Full-Time Employees
 - 8.4.1. The Employer may engage an Employee on a full-time basis in accordance with this Agreement.
- 8.5. Part-Time Employee
 - 8.5.1. The Employer may employ an Employee on a Part-Time basis in accordance with this Agreement.
 - 8.5.2. A Part-Time Employee is entitled to receive all entitlements under this Agreement on a pro rata basis.
 - 8.5.3. The Employer will set out in writing a Part-Time Teacher's time fraction upon the engagement of the Teacher and at any other time when a variation occurs.
 - 8.5.4. The Employer will set out in writing a Part-Time Corporate Services Employee's hours of work upon the engagement of the Corporate Services Employee and at any other time when a variation occurs.
 - 8.5.5. It is expected that Part-Time Employees will attend staff conference days at the start of Terms 1 and 3 and College organised professional learning on a pro-rata basis and as agreed.
 - 8.5.6. The College will attempt to accommodate the requests of Part-Time Employees with regard to days off. However, the needs of the students and section/department must take priority.
 - 8.5.7. For all hours worked in addition to the time fraction or to the specified part time hours referred to in 8.5.3 and 8.5.4, the Employee will be paid the hourly rate specified in the relevant salary schedule. The specified hourly rate includes a loading in lieu of all paid leave entitlements on the additional hours worked.
- 8.6. Fixed-Term Employee
 - 8.6.1. The Employer may employ an Employee to work for a fixed period of time to replace another Employee or to work for a specified period of time or to complete a task for which funding has been made available or which is for a limited period of operation.

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- 8.6.2. Except for clauses, 16.2, 16.3, 19 and 22 of this Agreement, a Fixed-Term Employee is entitled to the benefits of this Agreement on a pro rata basis.
- 8.6.3. Before employing a Fixed-Term Employee on a replacement basis, the Employer will inform the Fixed-Term Employee of:
- The temporary nature of the employment;
 - The benefits which are applicable under this Agreement;
 - The date of termination of employment, except where the fixed term nature of the employment is based upon the completion of a specified project or task
 - The rights of any Employee being replaced.
- 8.6.4. The termination of employment of a Fixed-Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 21.1 and 21.2.
- 8.7. Casual Employee
- 8.7.1. The Employer may employ an Employee to work on a casual basis.
- 8.7.2. A Casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the Employer in accordance with the Employer's requirements without the requirement of prior notice by the Employer or the Employee but does not include an Employee who could properly be classified as a Full-Time, Part-Time, or Fixed-Term Employee.
- 8.7.3. A Casual Employee is entitled to the appropriate hourly rate specified in the relevant schedule. This rate includes a loading in lieu of paid leave entitlements.
- 8.7.4. The Employer must not engage a Casual Corporate Services Employee for less than 2 hours on any given engagement.
- 8.7.5. A Corporate Services Employee employed on a casual basis is entitled to be paid to the nearest 15 minutes.
- 8.7.6. A casual Teacher will not be engaged for more than 30 consecutive school days in any one engagement. A casual Corporate Services Employee will not be engaged for more than two school terms in any one engagement.
- 8.7.7. A Casual Employee is not entitled to any of the following benefits under this Agreement:
- accident make-up pay
 - annual leave or School Holidays
 - non attendance time
 - paid parental leave / childcare entitlement
 - due process
 - fee remission
 - leave loading

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- notice of termination of employment
- paid compassionate leave
- paid personal/carer's leave
- public holidays
- redundancy
- remuneration packaging

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

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

9. LETTER OF EMPLOYMENT & STATEMENT OF SERVICE

- 9.1. Upon engagement, the Employer will provide an Employee with a letter of appointment. The letter of appointment will include details of position, full time equivalent, hours of work, salary and level as applicable. The Employee will give their commitment to the values of the Employer and agree to uphold the policies and practices in existence at the time of appointment and, subject to the provisions of clause 10, those adopted from time to time and duly notified.
- 9.2. Upon termination of employment, the Employer will provide the Employee with a statement of service specifying the period of employment, the classification of or type of work performed, and any additional responsibilities or duties undertaken.

10. INTRODUCTION OF MAJOR CHANGE

- 10.1. Where the Employer has made a definite decision to introduce major changes, including but not limited to curriculum, the structure of the school day, teaching and learning strategies, the cocurricular program or the pastoral care program the Employer will notify the Employees who may be affected by the proposed changes.
- 10.2. After having made a definite decision to introduce change, the Employer will discuss as soon as is practicable with the Employees affected, the introduction of the changes, the effects the changes are likely to have on Employees and the measures to avert or mitigate the adverse effects of such changes on the Employees.
- 10.3. The Employer will give prompt consideration to matters raised by the Employees in relation to the changes.
- 10.4. The Employer will not be required to disclose confidential information, the disclosure of which could be detrimental to the interests of the Employer.

11. PROBATIONARY PERIOD

- 11.1. An Employee's employment is contingent upon the satisfactory completion of a three month probation period.
- 11.2. If the Employer is to terminate the employment of an Employee during the first three months of the Employee's employment, the Employer does not need to provide the relevant notice of termination under clause 21 and does not need to comply with any due process or performance management policies or procedures in place at the time of termination.

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- 11.3. If the Employer is to terminate the Employee within the first three months of the Employee's employment commencing, the Employee is entitled to one week's notice or one week's salary in lieu of notice.
- 11.4. If the Employee resigns within the first three months of the Employee's employment commencing, then the Employee is required to give one week's notice to the Employer.

12. REMUNERATION PACKAGING

- 12.1. Upon receiving a written request for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with College policy, legislation and Australian Taxation Office rulings until otherwise advised.
- 12.2. Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

13. SUPERANNUATION

The Employer will make an employer superannuation contribution currently equivalent to 9% of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to the College's nominated default fund.

14. PAYMENT ARRANGEMENTS

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

15. PERSONAL LEAVE

15.1. Entitlement

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

15.1.1. Paid personal leave is available to an Employee when the Employee is absent:

- a) due to personal illness or injury; or
- b) for the purposes of caring for an Immediate Family or household member who is sick and requires the employee's care and support or who requires care or support due to an unexpected emergency.

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15.1.2. A Full-Time Employee is entitled to 15 days of paid personal leave in each year of service. A Part-Time Employee is entitled to paid personal leave on a pro rata basis based on the Employee's specified hours. This leave is cumulative and may be taken for part of a single day.

15.2. Sick Leave

15.2.1. An Employee is entitled to access personal leave entitlements where the Employee is unable to perform their duties by reason of personal illness or injury.

15.2.2. The amount of personal leave an Employee may take as sick leave depends on how long the Employee has worked for the Employer and accrues as follows:

- a) in the first year of service, six days during the first term worked and thereafter, an additional three days at the commencement of each subsequent school term; and
- b) in the second and each subsequent year of service, 15 days at the commencement of that year.

15.2.3. Accumulated personal leave may be used for sick leave if the current sick leave entitlement is exhausted.

15.2.4. An Employee must, as soon as reasonably practicable and preferably during the ordinary hours of the first day of such absence, inform the Employer of the Employee's inability to attend for duty because of personal illness or injury and if possible state the estimated duration of the absence.

15.2.5. Evidence supporting claim

An Employee is entitled to sick leave provided that:

- the Employee produces a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence of more than two consecutive days; or
- if required by the Employer, the Employee provides a medical certificate from a registered health practitioner or a statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; or
- the Employee produces a medical certificate from a registered health practitioner or a statutory declaration to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or statutory declaration to the Employer exceeds five days in the one year.

15.2.6. Illness whilst on long service leave

Subject to clause 15.2.7, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Principal for the period of illness or injury to be treated as sick leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's

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choice, provided the practitioner is reasonably accessible to the Employee.

15.2.7. The Employee's application:

- i. must be in writing and received by the Employer during the period of illness or injury;
- ii. must be accompanied by a medical certificate from a registered health practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- iii. must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

15.3. Carer's Leave

15.3.1. An Employee is entitled to use the Employee's personal leave to care for members of the Employee's Immediate Family or household who are sick or require care and support or who require care or support due to an unexpected emergency.

15.3.2. An Employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

15.3.3. Not more than 10 days of personal leave can be used in a year by an Employee for the purposes of carer's leave.

15.3.4. By agreement between the Employer and an individual Employee, the Employee may access an additional amount of the Employee's accrued personal leave for carer's leave

15.4. Notice required for carer's leave

15.4.1. When taking carer's leave the notice must be to the effect that the Employee requires leave to provide support or care for a member of the Employee's Immediate Family or household as the member is suffering a personal illness, injury or unexpected emergency. It is preferred that the employee also provide the following:

- the name of the person requiring care and support;
- and the person's relationship to the Employee;
- the reasons for taking such leave; and
- the estimated length of absence.

15.4.2. If it is not practicable for the Employee to give prior notice of absence, then the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

15.5. Evidence supporting claim

15.5.1. The Employee must, if required by the Employer, establish by production of a medical certificate from a registered health practitioner or statutory declaration, the nature of the illness and that the illness is such as to require care by another.

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15.5.2. When taking leave to care for members of the Employee's Immediate Family or household who require care or support due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

15.6. Unpaid Carer's Leave

15.6.1. Where an Employee has exhausted all paid personal leave entitlements, the Employee is entitled to a period of up to two days unpaid carer's leave for each occasion to care for members of the Employee's Immediate Family or household who are ill or injured and require care or support or who require care due to an unexpected emergency.

15.6.2. This leave may be taken in a single, unbroken period of up to two days or any separate periods to which the Employee and the Employer agree.

15.6.3. The Employee is only entitled to unpaid carer's leave if the Employee has complied with the notice and documentation requirements in clause 15.4 of this Agreement.

15.7. Compassionate Leave

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

15.7.1. An Employee may take three days' paid leave per occasion when a member of the Employee's Immediate Family or household dies and two days' paid leave per occasion when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

15.7.2. This leave may be taken in a single unbroken period of two days or separate periods of one day or as agreed by the Employer and the Employee.

16. PARENTAL LEAVE

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

16.1. Unpaid Entitlement

16.1.1. After twelve months' continuous service, parents are entitled to a combined total of 52 weeks' unpaid parental leave on a shared basis in relation to the birth or adoption of their child in order to be the primary care giver of the child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption. A period of parental leave does not break an Employee's continuity of employment but it does not count as service.

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16.1.2. All Employees are entitled to parental leave in accordance with the *Act*, except that a female Employee who has more than three years of continuous service at the time of the birth of her child is entitled to extend maternity leave for a further 52 weeks.

16.1.3. Unpaid parental leave does not count for the purpose of accrual of any benefits or entitlement under this Agreement, including long service leave pursuant to the *Long Service Leave Act 1992 (Vic.)*.

16.2. Paid Entitlement Option

To avoid any doubt, an eligible Employee is entitled to a paid parental entitlement in this clause or the childcare option in clause 16.3, not both.

16.2.1. After 24 months of continuous employment, an eligible female Employee is entitled to 3 months paid maternity leave payable on commencement of leave. Acceptance of this entitlement makes that person ineligible for the Childcare Option under clause 16.3. Thirty (30) days notice of the intent to take up the paid maternity leave option is required. In order to be entitled to a second and subsequent period of paid maternity leave, a female Employee must have returned to work at the College for a period of 104 weeks.

16.3. Childcare Option

16.3.1. Any Full-Time female Employee who has a child born or adopted on or after the commencement of this Agreement and who did not accept the paid maternity leave entitlement under clause 16.2 is entitled to the option of having the Employer subsidise costs of childcare by registered providers incurred after her return to work by 25% up to a maximum of \$3,600 per annum indexed (CPI), until the child is of school age. In order to be entitled to a second and subsequent subsidy under this clause, a female Employee must have returned to work at the College for a period of 104 weeks.

16.3.2. A Part-Time Employee is entitled to the benefit in clause 16.3.1 on a pro rata basis.

16.3.3. Any change in taxation legislation which increases the Employer's liability for taxation in relation to the benefits in clause 16.3.1 will result in an immediate reduction in the benefit to the extent necessary to reduce to zero the total change in cost to the Employer of providing this benefit.

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17. LEAVE WITHOUT PAY

- 17.1. All Employees are entitled to apply to the Principal for leave without pay after five years of continuous service. If such leave is granted an Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay. This provision expressly overrides the *Long Service Leave Act 1992 (Vic.)*.

18. PUBLIC HOLIDAYS

- 18.1. All Employees are entitled to public holidays as gazetted by the Victorian State Government from time to time.
- 18.2. By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the gazetted days.
- 18.3. The Employer and an Employee may agree to an Employee taking another day as the public holiday in lieu of the gazetted day.
- 18.4. An agreement made in accordance with clause 18.2 or clause 18.3 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

19. FEE DISCOUNT

- 19.1. A Full-Time Employee is entitled to receive a tuition fee discount of 25% for each of the Employee's children attending the College.
- 19.2. A Part-Time Employee with a time fraction of between 0.5 and 1.0 will receive a tuition fee discount calculated at 25% times the actual time fraction worked.
- 19.3. Full-Time Employees and Part-Time Employees with a time fraction of 0.5 or greater are entitled to receive a discount off before and after school care of 100% provided the child is a student at the College.
- 19.4. Full-Time Employees and Part-Time Employees with a time fraction of 0.5 or greater are entitled to receive a 25% discount on the College's holiday program fees. Any Employee who is required to work during the holiday program is entitled to a 100% discount.
- 19.5. An Employee who has Continuous Service with the College for more than five years will receive an additional tuition fee discount of 2.5% per year up to a maximum additional discount of 25%. Periods of unpaid leave do not break Continuous Service, and do not add to the calculation of the total period of Continuous Service. For a Part-Time Employee this additional discount will be pro rata in line with the Employee's actual time fraction averaged over the last three years.
- 19.6. Clauses 19.1, 19.2, 19.3, 19.4 & 19.5 apply regardless of the mode of employment under clause 8.

20. ACCIDENT MAKE-UP PAY

- 20.1. Where an Employee is incapacitated for work by reason of a work related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985 (Vic)* the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 20.2. If an Employee is absent from work because of personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Accident Compensation Act 1985 (Vic.)* then the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
- Annual leave; and
 - Paid personal leave.

21. TERMINATION OF EMPLOYMENT

21.1. Notice of Termination - Teachers

- 21.1.1. Where the Employer wishes to terminate the employment of a Teacher, who has more than three months service, seven weeks' notice, wholly within term time, in writing, or full payment in lieu, will be provided to the Teacher.
- 21.1.2. The period of notice in this clause does not apply:
- to Fixed-Term Teachers where the date of cessation of employment is stated at the time of appointment; and
 - to Teachers employed on a casual basis.
- 21.1.3. Payment in lieu of notice is calculated by taking the amount of salary a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 21.1.4. If a Teacher has more than three months service, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.

21.2. Notice of Termination – Corporate Services Employees

- 21.2.1. Four weeks' notice in writing will be given by the Employer of the intention to terminate a Corporate Services Employee's employment, or full payment in lieu of notice will be given. Where a Corporate Services Employee is entitled to School Holidays, such notice will be given wholly within the one school term.
- 21.2.2. If notice is given by the Corporate Services Employee a minimum of four weeks' notice in writing will be given. Where the Corporate

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Services Employee is employed with School Holidays such notice will be given wholly within the one school term.

21.2.3. In addition to the notice in paragraph 21.2.1 hereof, Corporate Services Employees over 45 years of age at the time of being given notice with not less than five years continuous service will be entitled to an additional week's notice.

21.2.4. In calculating any payment in lieu of notice the wages a Corporate Services Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

21.2.5. The period of notice in this clause does not apply:

- to Fixed-Term Employees where the date of cessation of employment is stated at the time of appointment; and
- to Casual Employees.

21.3. Summary Dismissal

The services of an Employee may be terminated without notice where that Employee is guilty of serious misconduct.

21.4. Due Process

In the event that the Employer terminates the employment of an Employee the following process will be used.

21.4.1. Due process will commence with the Employer advising the Employee in writing of:

- i. the Employer's concerns with the Employee's conduct or performance;
- ii. the time, date and place of the first due process meeting;
- iii. the Employee's rights to be accompanied by a nominee of the Employee's choice at all due process meetings;
- iv. the Employer's right to terminate the employment should due process not resolve the Employer's concerns.

21.4.2. Due process meetings will:

- i. include discussion of the Employer's concerns with the Employee's conduct or performance;
- ii. give the Employee an opportunity to respond to the Employer's concerns;
- iii. include discussion of any counselling or assistance, where appropriate, available to the Employee;
- iv. include documentation, where appropriate;
- v. set periods of review, as appropriate. In most instances, there would be two review cycles after the first discussion of the Employer's concerns.

21.4.3. If, following due process, the Employer's decision is to terminate the employment of an Employee, the Employer must give notice in accordance with clause 21.1.1 or 21.2.1.

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22. REDUNDANCY

22.1. Discussion before termination

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

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

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

22.2. Transfer to lower paid duties

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

22.3. Severance Pay

The severance payments for all Employees will be in accordance with the following:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
More than 1 year and less than 2 years	4 weeks' pay
More than 2 years and less than 3 years	6 weeks' pay
More than 3 years	2 weeks' pay per completed year plus one week up to a maximum of 20 weeks' pay

Note: Weeks' pay means the ordinary time rate of pay for the Employee concerned

For the purposes of this clause, continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave.

22.4. Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 22.3 had they

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remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

22.5. Alternative employment

The Employer, in a particular redundancy case, may vary the general redundancy pay prescription if it obtains alternative employment for an Employee acceptable to that Employee.

22.6. Time off during notice period

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

22.7. Exemptions

This clause will not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, or by due process, or to Employees employed on a causal basis or for a fixed term.

23. SALARY AND CLASSIFICATIONS

23.1. Schedules 1 and 2 set out the rates of pay for all classifications.

23.2. Classifications and progression through the salary scale are shown in Schedules 1 and 2.

23.3. To the extent necessary, the Employer and the Employees agree that the guarantee of basic rates of pay may be satisfied over a period of 12 months.

24. INFECTIOUS DISEASES LEAVE

24.1. An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the College and the disease is evident in the College:

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever, or
- Hepatitis.

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- 24.2. The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

25. LONG SERVICE LEAVE

25.1. Long Service Leave

An Employee is entitled to long service leave in accordance with the *Long Service Leave Act 1992 (Vic.)* as amended from time to time, except where more favourable terms are provided in this Agreement.

- 25.1.1. Long service leave entitlements will be accrued at the rate of 1.3 weeks per year of service and an Employee is entitled to long service leave of 13 weeks upon the completion of every ten years of continuous employment.
- 25.1.2. The timing of taking of long service leave will be negotiated between the Employer and the Employee for mutual advantage.
- 25.1.3. Long service leave will normally be taken in term lengths and will ordinarily be taken within twelve months of entitlements falling due following ten years of service.
- 25.1.4. Long service leave will not accrue with respect to any period of leave without pay or unpaid paternity leave.
- 25.1.5. Accrued long service leave may be taken after 7 years by agreement with the Employer.
- 25.1.6. Accrued long service leave will be paid in lieu where an Employee is terminated after 7 years of service for any reason other than for serious misconduct. This provision has the effect of overriding section 58 of the *Long Service Leave Act 1992 (Vic.)* and provides a more generous entitlement to Employees.
- 25.1.7. An Employee whose service has been all full time or at the same part time fraction, is paid during long service leave at the Employee's normal salary.
- 25.1.8. An Employee whose time fraction has varied during service is paid at a proportionate rate during long service leave. This rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.

25.2. Cashing out of Long Service Leave

- 25.2.1. An Employee may make a written request to cash out an amount of long service leave where 10 years or more has been accrued. Only amounts in excess of nine weeks may be cashed out.

26. MEAL PROVISION

An Employee who is required by the Employer through the Head of School or Department to work beyond 7.00pm on any given day and having worked their normal day at the College will be supplied with a one course meal in the College dining room subject to 24 hours notice being provided. In the event that the Employer requires an Employee to work beyond their normal day at the College with less than 24 hours notice and a meal cannot be provided, the Employee will be reimbursed an amount up to \$21 on the production of a valid receipt.

27. OVERNIGHT ALLOWANCE

- 27.1. Employees who are required to supervise students on overnight camps for periods of less than ten (10) nights, shall be granted an allowance of \$75 per night subject to the camp and Employees meeting the following criteria:
1. Camp must be overnight
 2. Camp must involve supervision of students
 3. Employee is required to attend the camp to meet the employee/student/gender ratios as published in the College excursion guidelines. Employees attending voluntarily outside of these ratios will not be eligible for the allowance.
 4. Camp must be approved by either the Principal or Deputy Principal prior to the camp taking place. Retrospective applications will not be eligible for the allowance.
 5. Excludes those camps that attract a 'time in lieu' provision under the College published excursion guidelines.
- 27.2. Subject to clause 27.1 the following camps are eligible for the allowance:
- Year 2 overnight experience
 - Year 3 & 4 camps
 - Year 5-8 camps at Ibis
 - Year 6 Canberra trip
 - Year 9 camps
 - Year 11 Geography field camp
 - Year 11-12 VCE outdoor education camps.
 - IB Theory of Knowledge camp
 - Philosophy camp
 - Upper School Leadership camp

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- 27.3. This clause specifically excludes Employees participating in LOTE & CUE activities and trips and Outdoor Education Employees who are undertaking their normal duties.
- 27.4. Employees who attend College trips and are away at least ten nights will be granted a day off on the first day of school after their return or other such day as mutually agreed with the Chief of Staff.

28. BREAKAGE AND LOSS

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

29. PROTECTIVE CLOTHING

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

30. JURY SERVICE LEAVE

30.1. Entitlement

- 30.1.1. An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 30.1.2. An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 30.1.3. An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 30.1.4. The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 30.1.5. Subject to clauses 30.1.2, 30.1.3 and 30.1.4, an Employer will reimburse an Employee granted leave pursuant to clause 30.1.1 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

31. EXAMINATION LEAVE

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

32. QUALIFICATION CONFERRAL LEAVE

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

PART 3 TERMS AND CONDITIONS FOR SPECIFIC EMPLOYEES

33. TEACHERS

33.1. Salary and Classification

- 33.1.1. Schedule 1, Part A sets out the classification structure and progression through the salary scale.
- 33.1.2. Schedule 1, Part B sets out the salary for a Teacher, including a Casual Teacher.
- 33.1.3. Schedule 1, Part C sets out the position of responsibility structure.
- 33.1.4. Schedule 1, Part D sets out the Exemplary Status criteria for teachers.
- 33.1.5. To the extent necessary, the Employer and the Employee agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months and includes the salary and rates of pay in Schedule 1 Part B and Schedule 1 Part D.

33.2. Hours of Work

- 33.2.1. The ordinary hours of work for a Full-Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- 33.2.2. In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 33.2.3. The student supervision hours per week will be 27.5 hours for ELC, the face-to-face teaching hours per week will be 22 hours for primary and 18.75 for secondary, unless otherwise agreed between the Employer and the Teacher.

33.3. Non Attendance Time

- 33.3.1. A Teacher is not required or requested to attend at the College during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 33.3.2. Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 33.3.3. If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of

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hours of work under this Agreement, pursuant to the following formula:

$$\left\{ \frac{\text{Number of weeks of a Teacher's Attendance Time}}{\text{Total number of School's Attendance Time}} \times \text{Non Attendance Time} - \text{Non Attendance Time weeks already taken} \right\}$$

33.4. Annual Leave

- 33.4.1. Annual Leave is in accordance with Division 4 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.
- 33.4.2. A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 33.4.3. A Teacher must take an amount of annual leave during a shutdown following the end of term 1, 2, 3 and 4. The shut down period may differ for individual Teachers, depending on work commitments and activities.
- 33.4.4. A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.
- 33.4.5. Other than for persons in positions of responsibility for which specific attendance is specified in advance and required, no Teacher is required to work or report at school during Non Attendance Time. The total number of days required at school according to this provision will not exceed 194 in any one calendar year.
- 33.4.6. Where persons in positions of responsibility are required to work or report at school during Non Attendance Time, they will do so by agreement with the Employer.

34. CORPORATE EMPLOYEES

34.1. Classification and Salaries

- 34.1.1. Schedule 2 sets out the conditions of employment specific to Corporate Services Employees.
- 34.1.2. Schedule 2A sets out the classification structure and salary scale for Administrative Services Employee.
- 34.1.3. Schedule 2B sets out the classification structure and the salary scale for Aides, Co-educators and Library Technicians.

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- 34.1.4. Schedule 2C sets out the classification structure and the salary scale for Facilities.
- 34.1.5. Schedule 2D sets out the classification structure and the salary scale for Finance.
- 34.1.6. Schedule 2E sets out the classification structure and the salary scale for Technical Services.
- 34.1.7. Schedule 2F sets out the classification structure and the salary scale for other Corporate Services Employees
- 34.1.8. To the extent necessary, the Employer and the Employee agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months.

34.2. Hours of Work

- 34.2.1. The ordinary hours of work for a Full-Time Corporate Services Employee will be 38 hours per week.
- 34.2.2. The Employer may require a Corporate Services Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 2, Part B.
- 34.2.3. Unless otherwise agreed under clause 34.2.5, a Corporate Services Employee's ordinary hours of work will be between 8.00am and 6.00pm from Monday to Friday.
- 34.2.4. To the exclusion of clause 34.2.1, the Employer and a Corporate Services Employee may agree upon the arrangement for the Corporate Services Employee's ordinary hours of work, including but not limited to:
 - daily starting and finishing times;
 - the time of a half hour unpaid meal break commencing not more than five hours after commencing work;
 - the time of a 15 minute paid morning break;
 - attendance at College meetings; and
 - flexible work arrangements.
- 34.2.5. The Employer and a Corporate Services Employee may agree to vary the hours of work arrangements at any time.

34.3. Annual Leave

- 34.3.1. Annual leave is in accordance with Division 4 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.
- 34.3.2. A Corporate Services Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

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- 34.3.3. If a Corporate Services Employee is entitled to School Holidays, the Corporate Services Employee must normally take annual leave during the School Holidays.

SCHEDULE 1: TEACHERS

A. CLASSIFICATION STRUCTURE FOR TEACHERS

The typical duties of a teacher include, but are not limited to, the following:

- Direct teaching of groups of students and individual students as determined by the Employer. Associated with this is the preparation of lessons, the marking of student work and the preparation and delivery of reports to parents, whether written or oral.
- Pastoral care and administrative duties associated with a form group or equivalent (primary home room, senior tutor group or other term as adopted from time to time). Attendance with the teacher's form group at compulsory outdoor education camps (but not the year 10 hike) is a part of this responsibility.
- Non-teaching supervisory activities including yard duty and gate duty.
- Attendance at chapel services and assemblies.
- Participation in parent consultation evenings, staff meetings, speech nights, open days, the Community Day Fair and Annual Church Service.
- Within the skills and experience of the teacher, running an Employer nominated cocurricular activity which is voluntary for students, such as outdoor education activities sport, drama, music, debating, and community service.
- The supervision of classes of an absent colleague ('extras') up to a maximum of three 45 minute time blocks per cycle.
- Contributing to the development, implementation and evaluation of curriculum.
- Ongoing professional development by participation in staff conferences during school holiday time as specified in the Agreement.
- Ongoing professional development in the teacher's own time.
- Any other reasonable duties as directed by the Principal.

The above duties are undertaken by all Full-Time Teachers and pro-rata by Part-Time Teachers as directed by the Principal. In some instances, Part-Time Teachers and some specialist teachers are unable to undertake pastoral responsibilities. These teachers are paid as 'Non-form teachers'.

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A.1 Part-Time Teachers

1. The Employer expects a Part-Time Teacher to undertake a proportionate number of other duties normally expected of Full-Time Teachers, such as yard duty and involvement in co-curricular activities. Attendance, in proportion with the teacher's time fraction is required at parent-teacher interviews. Attendance at the Annual Church Service, House Music, Community Day and Speech Night is expected of all Teachers.
2. Attendance at scheduled meetings (College, Section, Faculty etc) which fall on a day during which the Part-Time Teacher has no scheduled classes is not expected. However, the Teacher should tender an apology to the convenor prior to the meeting, and if minutes of the meeting are not immediately available, it is expected that the Teacher will obtain information that has been missed by approaching the convenor at the earliest opportunity.
3. The Employer will attempt to accommodate the requests of Part-Time Teachers with regard to days off, taking into account the needs of the students and the Employer.
4. The Employer will set out in writing the duties and number of hours required to be undertaken by a Part-Time Teacher, upon the engagement of the Teacher, and at any other time when a variation occurs.
5. It is required that a Part-Time Teacher attend staff conference days at the start of terms 1 and 3 and end of term 4 and the Curriculum Day in June as specified in the College staff calendar.

A.2 Positions of responsibility.

Specialist primary teachers are unable to undertake the responsibility of Form Teacher. The Employer may, at its discretion, appoint some of these teachers as assistants to Form Teachers, for which an allowance of half of the difference between the form teacher and non-form teacher rates applies while they hold that responsibility. At the secondary levels, Assistants to Form Teachers will be appointed by the Employer, where appropriate. All other Teachers whose position of responsibility makes them ineligible for undertaking the responsibility of Form Teacher have an allowance that appropriately compensates them for the different responsibilities.

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B. SALARIES – TEACHERS

To the extent necessary, the Employer and Teacher agree that the following rates of pay satisfy the guarantee of basic periodic rate of pay in the Act over a period of 12 months.

In the event that general salary increases and other related conditions in the Victorian Government sector reduce the Employer's competitive advantage in salary packages, the Employer will review its salaries in consultation with the PCC to ensure Employees are appropriately remunerated.

In the course of reviewing salary packages consideration will be given to all available published documentation as follows, but not limited to:

- Victorian State Government teachers' salaries and conditions
- Peer group schools' salaries and conditions (ie, Victorian metro, co-ed, private, student numbers, similar extra curricular requirements etc)
- Victorian statistics on general teacher pay increases

Subject to satisfactory performance, progression from point 0 to 1 and so on up to 9 takes place annually.

Table 1 Form Teacher

Completed years of experience	1-Feb-2009	1-Feb-2010	1-Feb-2011
0	\$57,052	\$58,599	\$60,186
1	\$58,602	\$60,190	\$61,820
2	\$61,831	\$63,508	\$65,229
3	\$63,516	\$65,240	\$67,007
4	\$65,250	\$67,018	\$68,835
5	\$67,033	\$68,849	\$70,716
6	\$68,866	\$70,733	\$72,649
7	\$71,247	\$73,179	\$75,161
8	\$73,373	\$75,361	\$77,403
9	\$75,562	\$77,611	\$79,714
ET	\$82,868	\$85,114	\$87,420

Non-Form Teacher

Completed years of experience	1-Feb-2009	1-Feb-2010	1-Feb-2011
0	\$54,341	\$55,814	\$57,326
1	\$55,891	\$57,405	\$58,960
2	\$59,120	\$60,723	\$62,369
3	\$60,805	\$62,455	\$64,147
4	\$62,539	\$64,233	\$65,975
5	\$64,322	\$66,064	\$67,856
6	\$66,155	\$67,948	\$69,789
7	\$68,536	\$70,394	\$72,301
8	\$70,662	\$72,576	\$74,543
9	\$72,851	\$74,826	\$76,854
ET	\$80,157	\$82,329	\$84,560

Table 1 - salary rates are inclusive of 17.5% Annual Leave Loading and exclusive of Employer Superannuation contribution.

All teachers are employed as form teachers unless informed otherwise by the Employer for reasons specified below. Form teacher includes the primary classroom teacher, the ELC class teacher, middle school form teacher and upper school house tutor.

Any teacher who cannot undertake these duties because of the nature of their work as, for example, a primary specialist teacher, a year level coordinator or a Part-Time Teacher whose time fraction makes attendance at school each day impractical may apply to earn the form teacher rate by increasing their face-to-face teaching by 2.25 hours per 10 day cycle where agreed by the Employer in advance. Such application should be made in writing to the Deputy Principal.

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B.1 Part-time Salary Calculation

Calculation for salaries for Part-Time Teachers will be as follows.

- B.1.1 The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full-Time Teacher's face-to-face teaching hours are deemed to be 18 hours secondary, 23 hours primary and student supervision hours per week for ELC will be 27.5.

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

- B.1.2 A Part-Time Teacher will undertake a proportionate number of other duties normally expected of a Full-Time Teacher.

The notional full-time hours of work in this calculation includes an allowance for the teacher to return to work or remain in the work place for after school meetings which must be attended pro-rata as required by the Employer.

B.2 Part-Time Additional Rate

A Part-Time Teacher who works additional hours beyond their specified hours will be paid at the casual rate for every additional hour worked.

B.3 Casual Rate

A Casual Teacher will be paid for every hour worked. The hourly rate of \$49.26, the daily rate of \$230.00 and the half day rate of \$115.00 includes a loading in lieu of leave entitlements and is indexed annually. The daily rate applies where less than six hours per week has been worked.

C. POSITIONS OF RESPONSIBILITY

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

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

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

C.1 Notification

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

Where the duties of the Position of Responsibility are such that some duties will be undertaken at the College during Non Attendance Time, the Employer will advise the Teacher at the time of appointment, or upon commencement of this Agreement, whichever is later.

The Principal will advise the Teacher of the level to which the position equates.

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Salary allowances and time allowances for people in positions of responsibility

Position	salary points	time allowance
Head of Faculty	8	10
Head of House	10	15
Year Coordinator	10	14
Secondary Team Leader	3	4
Primary Team Leader	3	2
House Coordinator	3	2
Subject Coordinator	0-2	0-2

Notes

Each salary point is worth \$1,050. This will increase to \$1,100 on 1 February 2009, \$1,150 on 1 February on 2010 and \$1,200 on 1 February 2011.

The time allowance is in units of 45 minute periods and may change should period length change.

D. EXEMPLARY STATUS

D.1 The Exemplary Status (ES) classification is available to all teachers with more than 9 years teaching experience who can demonstrate that they meet and will continue to meet the following general criteria. The classification ES is awarded for two years, after which time the Principal may require the teacher to demonstrate they are still meeting the exemplary standard.

1. Shows genuine interest in students (knows factors that may influence each student's learning, knows the learning strengths and weaknesses of individuals, monitors attendance and progress, is approachable and available for individual consultation with students outside of timetabled classes under appropriate professional circumstances)
2. Knows subject to an effective level (curriculum and program frameworks are used well, concepts are accurately and clearly presented, regularly attends PL in subject area)
3. Communicates subject matter effectively (uses appropriate technology and appropriate differentiating to provide for various student backgrounds, learning styles and abilities, relates new subject matter to previous knowledge and skills)
4. Well organised (creates constructive, safe learning environments, plans courses and lessons well, attends classes promptly, monitors and ensures appropriate student behaviour, leads lessons with clear goals, clear structure and good resources, has a range of materials to support a differentiated curriculum)
5. Encourages a high standard of achievement, appropriate to the needs of the student (encourages active participation, uses relevant and engaging resources, provides extension or remedial work where appropriate, encourages students to take risks and strive to high levels, uses assessment strategies that offer meaningful and encouraging feedback)
6. Communicates effectively with parents (writes clear student reports with an appropriate balance of analysis and advice for each student, responds promptly and constructively to parent inquiries, communicates

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- effectively at parent teacher interviews, communicates effectively through the record book or other age-appropriate media)
7. Relates effectively with teaching team (contributes purposefully to the teaching team, attends meetings promptly, communicates clearly, contributes useful ideas, has a positive influence on team morale, assists new members of the team to join in)
 8. Is professionally resilient (tolerates frustrating circumstances constructively, contributes to solving difficult situations, contributes effectively to change processes)
 9. Maintains own professional learning (engages purposefully with school-organised professional learning, reflects upon current practice, modifies teaching programs in light of past experience and new needs, maintains an appropriate professional learning portfolio through activities in school and in own time, accepts and acts upon constructive feedback)
 10. Undertakes other professional responsibilities (contributes to the cocurricular program, attends appropriate College functions, takes an active part in professional organisations)
- D.2 There is no application form. Applications should be concise and yet supported by adequate evidence. Letters of application, together with documentary evidence supporting claims of meeting the criteria should be submitted to the Principal for consideration. The Principal will consult with the Deputy Principal and the teacher's Head of School, Head of Faculty or appropriate other senior Employee. Successful applicants receive the allowance effective from the first pay point following receipt of the last item of documentation provided in relation to the application.
- D.3 In the case of an unsuccessful application, the teacher will be advised of the criteria for which insufficient evidence has been offered and advised what is to be done in order to meet the criteria, either in the form of further evidence or improved performance. Where it is clear that such evidence is readily available, a re-submission may be made as soon as the teacher feels ready to do so. Where it is clear that some performance improvement is required, the time frame for the improvement will be specified. If a teacher is dissatisfied with the outcome after a second unsuccessful submission, then the dispute resolution procedure under clause 7 will apply.

SCHEDULE 2: CORPORATE SERVICES EMPLOYEES

A. RATES OF PAY FOR CORPORATE SERVICES EMPLOYEES

Rates of pay for Corporate Services Employees are applicable as at the commencement of this Agreement. To the extent necessary, the Employer and Corporate Services Employee agree that the rates of pay under the following Schedules satisfy the guarantee of basic rate of pay in the Act over a period of 12 months.

No Employee shall be paid less than the Federal minimum wage.

Rates of pay for Corporate Services employees will increase by 4% on 1 February 2009, 2010 and 2011.

A.1 Part-time Salary

A Corporate Services Employee engaged on a part-time basis is entitled to a pro-rata amount of the appropriate full-time salary for the Employee's classification based on specified hours.

The pro rata weekly salary is calculated using the following formula:

$$\frac{\text{Total hours employed per week}}{38} \times \text{appropriate full-time weekly salary}$$

A.2 Casual Rate

A Corporate Services Employee engaged on a casual basis is entitled to the standard full-time rate appropriate to the Employee's classification rate plus a 25% loading calculated as an hourly rate using the following formula:

$$\frac{\text{Weekly full-time salary detailed in the appropriate Schedule for the appropriate category and level for the position}}{38} \times 1.25$$

B. ADDITIONAL HOURS

B.1 Any additional time must be pre-approved by the Employee's manager and is to be recorded and forwarded to the payroll office each week.

B.2 If the Employer requires the Employee to work less than three hours, in addition to 38 hours time off in lieu of the hours worked will be provided. This time off in lieu will be used for the purpose of averaging hours of work over the term. Arrangements for taking time off in lieu must be advised to the Employee's direct Manager, Team Leader and Finance Department within 4 weeks of the time in lieu being accrued. Time in lieu will be calculated on an hour for hour basis. If an agreement cannot be reached as to when the time in lieu shall be taken, or where there is insufficient time in the term for the time in lieu to be taken, the Employee will be paid for each additional hour worked at the rates set out below.

- B.3 If the Employer requires an Employee to work for three hours or more in addition to 38 hours, the Employee may elect to be paid for the time on the rates set out below or take the time as time in lieu. If the Employee elects to take the time off as time in lieu, the arrangement specified in B.2 above will apply.

Monday – Friday during ordinary working hours	100%
Monday – Saturday outside ordinary working hours	150%
Sunday and public holidays	200%

- B.4 This clause does not apply to Facilities Employees. Additional Hours for Facilities Employees are set out in clause 2C.3.

C. PROGRESSION THROUGH CLASSIFICATION CATEGORIES

Review of a position description and re-assessment of classification level will be carried out annually. Should the responsibility of a position change permanently and substantially outside of this review period then reclassification may be sought at the request of the Employee, Team Leader or Director of Finance and Corporate Services (DoFCS). Should there be agreement that reclassification is warranted then that reclassification will take effect from the date the request was made. The appropriate salary level will be applied but will be not less than the Employee's current salary. If the re-classification is denied then the dispute resolution process under clause 7 may be initiated.

C.1 New position

Should an Employee be promoted to a higher category position their starting salary on the new category will be not less than their salary on the previous category.

D. PROGRESSION THROUGH CLASSIFICATION SALARY LEVELS

Progression from one salary level to another salary level within a category will be automatic on the Employee's employment anniversary date if satisfactory performance levels are being met. Satisfactory performance means that the Employee's skills, organisation knowledge and experience are improving and continuing to add value to the College. If progression is denied the grievance/dispute process may be used to test the decision.

E. EXEMPLARY STATUS

A Corporate Services Employee, except for a Casual Employee or an Employee on level 1, can apply to be ES if they have been in their current position for at least two years. The Employee must demonstrate that they meet the following criteria:

- a. Have a letter of recommendation from their manager, team leader or a senior manager stating that they have read and understand the criteria for exemplary status and fully support the Corporate Services Employee's application
- b. Show a genuine interest in the values of the College and exhibit behaviour which are reflective of these values, is approachable, professional, even tempered, empathetic
- c. Communicate effectively with members of the College community

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- d. Relate effectively within their team, (attends meetings, communicates clearly, contributes useful ideas, has a positive influence on team morale, assists new members of the team to join in, supports members in times of workload stress)
- e. Is professionally resilient (tolerates frustrating circumstances constructively, contributes to solving difficult situations, contributes effectively to change process)
- f. Demonstrates continued practice of excellence in performing their role. Evidence that can be used to support the submission includes
 - i. performance of role over and above the Employee's classification level description and job description
 - ii. high level of professionalism in the production of documentation/materials
 - iii. high level of workplace organisation
 - iv. high level of record keeping
 - v. enhancement of workplace in areas of customer service satisfaction and productivity
 - vi. maintains own professional learning (engages purposefully with College organised professional learning, reflects upon current practice, accepts and acts upon constructive feedback)
- g. demonstrates commitment to improving OH&S practices in the workplace

E.1 ES Application Process

There is no application form. Letters of application should be concise and supported by documentary evidence meeting the above criteria.

The application together with documentary evidence should be submitted to the Director of Finance and Corporate Services (DoFCs). The application will then be considered by a panel including the DoFCs, the applicant's manager/team leader and the applicant's nominee who must be an Employee of the College.

E.2 Period of ES Allowance

The ES allowance is awarded for two years, after which time the DOFCs may require the corporate employee to demonstrate they are still meeting the exemplary standard. The ES achievements will be reviewed annually. If there are areas of ES needing to be addressed the Team Leader or manager will work with the Employee over the following year to help maintain the ES award. If the issues are not satisfactorily addressed then the ES allowance will expire at the end of the two year period.

If the Exemplary Status is promoted from one category to another whilst they have ES status, then the status will be retained for the remainder of the two year tenure, at which time the Corporate Services Employee will need to reapply.

Successful applicants will be awarded the ES classification from the date of submission of the last item of documentation provided in relation to the application. Payment of the ES allowance will be from the first pay period following the awarding of the classification.

The ES allowance is equivalent to two performance points. (The value of each performance point is \$1,050 per annum (pro-rata for Part-Time Employees) at the time of this agreement and is reviewed annually in line

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with the review of Teacher's additional responsibility points – refer Schedule 1, Part C).

E.3 Casual/Fixed-Term and ES

Should a Corporate Services Employee's casual position change from casual to part-time or full-time then their period of continual employment as a casual shall be counted as period of service in relation to applying for ES. Likewise, should a Fixed-Term Employee become a Permanent Employee, then their period of employment as a Fixed-Term Employee will apply in relation to applying for ES.

E.4 Unsuccessful ES Applications

An unsuccessful applicant will be advised of the criteria for which insufficient evidence has been provided and advised what is to be done in order to meet the criteria, either in the form of further evidence or improved performance. Where further evidence is readily available, a re-submission may be made as soon as the applicant feels ready to do so.

Where some performance improvement is required, the time frame for the improvement will be specified and on achieving agreed goals the application may be re-submitted. If the applicant is dissatisfied with the outcome after a second unsuccessful submission, then the dispute resolution procedure under clause 7 of this Agreement will apply.

SCHEDULE 2A: ADMINISTRATIVE SERVICES

CLASSIFICATION STRUCTURE

Category 1	Category 2	Category 3	Category 4	Category 5
General Works Description/Complexity				
With specific direction, the Employee is required to perform a variety of basic administrative functions, with a limited range of skills. Work involves the application of established principles, practices and procedures, is generally repetitious and requires a methodical approach. The Employee will be required to exercise minimal multi-tasking, responsibility, initiative or autonomy.	With direction, the Employee is required to perform a wide variety of administrative functions, with a range of skills. Work involves the application of established principles, practices and procedures, is generally repetitious and requires a methodical approach. The Employee will be required to exercise a degree of multi-tasking, responsibility, accountability, initiative and autonomy.	Under general direction, the Employee, in addition to the knowledge and skills required at Category 2, is required to undertake duties needing additional experience or knowledge. Work involves a number of variables which may complicate the application of established principles, practices and procedures. Positions at this category may, under general direction, assist with the coordination of support services. The Employee is required to exercise significant multi-tasking, responsibility, accountability, initiative and autonomy.	The Employee is required to undertake duties similar to those of previous categories which involve more complex issues. Is fully competent and very experienced in a technical sense and requires little guidance during the performance of work. The Employee will be required to exhibit a high level of decision making, initiative, autonomy, responsibility and accountability. Positions at this category may, under limited direction, coordinate support services. If in a support position to a senior manager a Employee at this category would generally be required to manage a specific support role.	An Employee would be appointed to this category where there is a requirement to manage a functional or team responsibility. The Employee is fully competent in a professional sense and requires no guidance during the performance of work. The Employee must display a high level of responsibility and accountability and exercise a significant range of specialist skills. They must have the capacity to think and work independently, make important administrative decisions and to initiate and advise on policy. The Employee would be responsible for providing key support and advice to senior management.
Supervision/Direction Received				
The Employee at this category receives direct supervision. Receives specific instructions on what is required, how it is to be performed and the required timeframe. The work performed is subject to regular progress checks.	The Employee at this category receives general supervision. Receives broad instructions on what is required, how it is to be performed and the required timeframe. The work performed is subject to occasional progress checks and tasks are reviewed on completion.	The Employee at this category receives little supervision. Receives general direction and instruction on what outcomes are to be achieved and the required timeframe . The work performed is subject to occasional progress checks, usually confined to the unusual or difficult aspects. Tasks are reviewed on completion.	The Employee at this category is not subject to supervision. The Employee at this category receives limited direction, normally comprising a clear statement of objectives. Work is usually measured in terms of the achievement of stated objectives.	The Employee at this category receives limited direction, normally comprising a clear statement of objectives. Has responsibility and broad ranging accountability for the structure, management and output of the work of others Work is usually measured in terms of the achievement of stated objectives.
Supervision/Direction Provided				
An Employee at this category does not supervise other Employees or students.	An Employee at this category does not supervise other Employees or students.	An Employee at this category may be expected to provide functional supervision to other Employees from categories 1 and 2 The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.	An Employee at this category may be expected to provide functional supervision to other Employees from categories 1, 2 and 3 The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.	An Employee at this category may be expected to provide functional management and supervision to other Employees from categories 1, 2, 3 and 4 The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.
Communication – Written/Verbal/Interpersonal				
Primarily in contact with supervisor, co-workers and peers within the College. Is able to communicate information effectively and courteously	Is able to communicate information effectively and courteously.	Communicates effectively and influentially in order for the team to achieve its objectives.	Communicates effectively and influentially and resolves issues in order for the team to achieve College objectives.	Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages, empowers and supports team members to participate in decision making processes. Provides appropriate feedback and maintains team commitment.
Indicative Duties Administrative Services				
Undertake clerical and administrative duties involving routine office procedures eg: <ul style="list-style-type: none"> • basic photocopying • collecting/sorting mail • collating • basic keyboard/data entry duties. • communicating information in accordance with policies and procedures 	Provide general reception, clerical, keyboard and office administrative support eg: <ul style="list-style-type: none"> • responding to enquiries – referring on as appropriate • extracting data from school systems • maintaining and updating office systems and administration records • assist in the completion of administrative reports or processes 	Provide administrative support to management eg: <ul style="list-style-type: none"> • developing and maintaining filing system • utilisation of computer systems • coordinating schedules • responding to the needs of students • manage work priorities in consultation with manager/team leader 	Provide administrative support to senior management eg: <ul style="list-style-type: none"> • managing complex administrative systems, College calendar, database, student/school records • determine and manage priorities of a department/section • updating administrative office procedures and policies • coordinating complex schedules, interviews and events 	Provide administrative support to the Principal, Deputy Principal or DoFCS eg: <ul style="list-style-type: none"> • management of a functional responsibility eg HR • management of a corporate services team, their work processes and professional learning • undertake a significant role in the selection and hiring of Employees • final proof of official College documents/correspondence

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ADMINISTRATIVE SERVICES – SALARY RATES

2A.1 Full Time - current until 1 February 2009

Level	Category 1	Category 2	Category 3	Category 4	Category 5
1	\$35,584	\$39,172	\$42,916	\$46,910	\$51,216
2	\$36,780	\$40,420	\$44,248	\$48,345	\$52,768
3	\$37,976	\$41,668	\$45,579	\$49,780	\$54,321
4	\$39,172	\$42,916	\$46,910	\$51,216	\$55,875

2A.2 Full Time Term Time - current until 1 February 2009

Level	Category 1	Category 2	Category 3	Category 4	Category 5
1	\$30,187	\$33,223	\$36,390	\$39,770	\$43,414
2	\$31,199	\$34,278	\$37,518	\$40,985	\$44,727
3	\$32,211	\$35,334	\$38,644	\$42,199	\$46,042
4	\$33,223	\$36,390	\$39,770	\$43,414	\$47,355

Tables 2A.1 and 2A.2 - salary rates are inclusive of 17.5% Annual Leave Loading and exclusive of Employer Superannuation contribution

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SCHEDULE 2B: AIDES, CO-EDUCATORS, LIBRARY TECHNICIANS (ACL).

	Category 1	Category 2	Category 3	Category 4
Work characteristics	The ACL at this level is required to perform a wide range of routine functions with direct supervision and may, with training and experience, exercise some degree of autonomy. Work involves the application of established principles, practices and procedures.	The ACL at this level may be required to perform a combination of a wide range of functions with direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and discretion.	The ACL at this level in addition to performing similar tasks to category 1 and 2, exercise significant initiative and discretion, work with little supervision, demonstrate expertise and accept personal responsibility to a higher standard than in category 1 or 2.	The ACL at this Level would be in a Supervisory Role, providing technical assistance and expertise, can work independently, providing key support and advice to Teachers
Supervision/Direction Received	The ACL at this level requires direct supervision, with work checked regularly within required timeframe and routines established	The ACL at this level requires general supervision, with broad instructions of what is required and instruction on new tasks and required timeframe. Work subject to occasional progressive checks	The ACL at this level receives little supervision. Receives general direction and instruction as to what is to be achieved in a required timeframe.	The ACL at this level does not require supervision. Has responsibility and accountability for the structure, management and output of others.
Supervision Provided	Does not supervise at this level	Does not supervise at this level.	The ACL at this level may provide functional supervision to ACL at category 1 or 2.	The ACL at this level may be expected to provide functional supervision and management of other ACLs at category 1, 2, or 3 at a team leader role
Communications	Primarily in contact with supervisor, co-workers and peers within the College. Is able to communicate information effectively and courteously	Communicates effectively, courteously and influentially in order for the team to achieve its objectives.	Communicates effectively, courteously and influentially and resolves issues in order for the team to achieve College objectives.	Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages, empowers and supports team members to participate in decision making processes. Provides appropriate feedback and maintains team commitment.
Experience, qualifications, skills	Qualifications are not required, but would be encouraged. Prior experience not assumed.	Position which requires knowledge and skills which normally would be gained by post secondary certificate, or obtained through relevant job experience	Is expected to have the knowledge and skills at category 2 and additional experience, qualifications and demonstrated knowledge gained from senior, relatively autonomous roles.	Characteristics and duties of category 3 and will also be directly supervising at least 2 other Employees

ACL - GRADING

Classification

Will be ascertained by comparing the work usually performed in the position in relation to the duties which are specified as typical at that Category. Non typical duties may also be required.

Indicative duties:

Will vary for each Category and Level. As they are unique to the position they will be detailed in the individual Position Descriptions.

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ACL SALARY RATES

2B.1 Full Time - current until 1 February 2009

Level	Category 1	Category 2	Category 3	Category 4
1	\$32,133	\$37,389	\$42,826	\$48,114
2	\$33,251	\$38,485	\$43,884	\$49,168
3	\$34,369	\$39,582	\$44,942	\$50,221
4	\$35,487	\$40,678	\$46,000	\$51,275
5	\$36,604	\$41,776	\$47,069	\$52,328

2B.2 Full Time Term Time - current until 1 February 2009

Level	Category 1	Category 2	Category 3	Category 4
1	\$29,699	\$34,551	\$39,571	\$44,452
2	\$30,731	\$35,565	\$40,559	\$45,440
3	\$31,762	\$36,579	\$41,547	\$46,428
4	\$32,794	\$37,593	\$42,535	\$47,416
5	\$33,827	\$38,600	\$43,523	\$48,404

Tables 2B.1 and 2B.2 - salary rates are inclusive of 17.5% Annual Leave Loading and exclusive of Employer Superannuation contribution

SCHEDULE 2C: FACILITIES

The following classifications and rates apply to all Employees within the Facilities Department

CLASSIFICATION DEFINITIONS

Level 1 – General Hand

Level 1 is an Employee who works under direct and/or general supervision. A Level 1 Employee will work within established and predictable routines, methods and procedures which may require some discretion and judgement among possible actions. A Level 1 Employee may resolve problems where situations encountered are common, the alternatives limited and readily learned and the required action is clear or can be readily referred to higher levels.

Without limiting the definitions, tasks at this level may include:

- carrying out specific tasks under close supervision where competency is being developed.
- assist Tradespersons in the maintenance and operation of buildings, grounds, plant and equipment;
- undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions.
- contributes toward the safe execution of works under their control

Level 2 – Experienced General Hand

A Level 2 Employee is an Employee who works under general and/or routine supervision and may be required to coordinate the work of Employees at Level 1 although no supervisory responsibility will be exercised at this level. A Level 2 Employee will work within established routines, methods and procedures which will involve discretion and judgement among possible actions.

A Level 2 Employee will be qualified or deemed to be qualified to Certificate level or equivalent.

Without limiting the definitions, tasks at this level may include:

- carrying out specific tasks where competency has been verified or where the Employee will seek to gain assistance from more senior grades.
- assisting in the maintenance and operation of buildings, grounds, plant and equipment under more limited or broad supervision
- interacting with members of the College community from time to time and offering advice and customer service based on knowledge of College operations.
- undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions.
- contributes toward the safe execution of works under their control

Level 3 – Tradesperson

A Level 3 Employee is an Employee who works with limited supervision and may be required to supervise the work of Employees at Levels 1 and 2. A Level 3 Employee will work within variable routines, methods and procedures which may involve considerable discretion and substantial judgement in selection of equipment and work organisation. Where the opportunity arises a Level 3 Employee will make suggestions and assist in the development of procedures to assist in the completion of tasks.

A Level 3 Employee shall be qualified or deemed to be qualified to Trade Certificate level or equivalent.

Without limiting the definitions, tasks at this level may include:

- work in a designated single trade discipline or demonstrated range of competencies relating to buildings, grounds, plant, equipment and automated systems.
- providing instruction and specific direction to less senior grades.
- being able to verify the competency of less senior grades.
- frequently interacting with members of the College community and offering advice and customer service based on extensive knowledge of College operations.
- undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions.
- contributes toward the safe execution of works under their control

Level 4 – Leading Hand (Senior Tradesperson)

A Level 4 Employee is an Employee who works with limited supervision and may be required to supervise the work of Employees at Levels 1, 2 and 3. A Level 4 Employee will work within routine and non-routine procedures where discretion and judgement are required in planning and selecting appropriate equipment, techniques and work organisation. Where the opportunity arises a Level 4 Employee will make suggestions and assist in the development of procedures to assist in the completion of tasks. A Level 4 Employee will undertake complex tasks requiring knowledge of administrative processes, planning or higher competencies developed from professional learning.

A Level 4 Employee shall be qualified or deemed to be qualified to Trade Certificate level or equivalent.

Without limiting the definitions, tasks at this level may include:

- work in a designated single trade discipline or demonstrated range of competencies relating to buildings, grounds, agriculture, plant, equipment and automated systems.
- providing instruction and specific direction to less senior grades.
- being able to verify the competency of less senior grades.
- frequently interacting with members of the College community and offering advice and customer service based on extensive knowledge of College operations.
- undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions.
- developing a working understanding of administrative processes and established safety procedures to control hazards and document works under their control
- works of greater multidisciplinary complexity that require the exercise of judgement, planning and systematic control.
- contributes toward the safe execution of works under their control

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Level 5 – Coordinator

A Level 5 Employee is an Employee who will be required to work without supervision and will be required to manage and supervise the work of Employees at Levels 1, 2, 3 & 4. A Level 5 Employee will work within routine and non-routine procedures where discretion and judgement are required in planning and selecting appropriate equipment, techniques and work organisation. A Level 5 Employee will be responsible for the enforcement of local procedures and may make recommendations to assist in the completion of tasks.

Without limiting the definitions, tasks at this level may include:

- undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions.
- supervision, work and technical guidance of Employees and for the provision of on the job training.
- undertakes operational/maintenance planning, including scheduling and estimating materials, oversees and carries out quality control and inspections and assists in supplier evaluations.
- is engaged in operating, monitoring and maintaining as required all buildings, grounds, plant, equipment and automated systems.
- is engaged to perform work across multiple trade disciplines within their competencies. An Employee at this level also undertakes inspections, prioritises and allocates the assignment of work.
- accountable for a defined realm of operations and specific measured outcomes (kpi's - key performance indicators) identified in their position description
- contributes toward the safe execution of works under their control, is skilled in the safety management systems used by the School and is deputised by the Facilities Manager to carry out complex works on their behalf.

FACILITIES GRADING

Classification

Will be ascertained by comparing the work usually performed in the position in relation to the duties which are specified as typical at that Level. Non typical duties may also be required.

Indicative duties:

Will vary for each Level. As they are unique to the position they will be detailed in the individual Position Descriptions.

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FACILITIES SALARY RATES

2C.1 Full Time - current until 1 February 2009

Level	Category 1	Category 2	Category 3	Category 4	Category 5
1	\$33,704	\$35,325	\$38,665	\$43,913	\$48,207
2	\$34,633	\$36,500	\$40,044	\$45,539	\$50,840
3	\$35,563	\$37,673	\$41,423	\$47,167	\$53,473
4	\$36,491	\$38,847	\$42,801	\$48,793	\$56,107
5	\$37,420	\$40,020	\$44,180	\$50,420	\$58,740

Table 2C.1 - salary rates are inclusive of 17.5% Annual Leave Loading and exclusive of Employer Superannuation contribution

2C.2 ADDITIONAL HOURS

2C.3.1 Any time worked in addition to 38 hours must be pre-approved by the Facilities Manager and is to be recorded and forwarded to the payroll office each week. The Employee may elect to either take the time off in lieu or receive a payment for the time.

2C.3.2 If time off in lieu is chosen, the time off in lieu will be used for the purpose of averaging hours of work over the term. Arrangements for taking time off in lieu must be advised to the Employee's direct Manager, Team Leader and Finance Department within 4 weeks of the time in lieu being accrued. Time in lieu will be calculated on an hour for hour basis. If an agreement cannot be reached as to when the time in lieu shall be taken, or where there is insufficient time in the term for the time in lieu to be taken, the Employee will be paid for each additional hour worked at rates set out below.

2C.3.3 If the Employee elects to receive a payment for the time worked, the following rates shall apply:

Monday-Friday during ordinary working hours	100%
Monday-Saturday outside ordinary working hours	150%
Sunday and public holidays	200%

2C.3 ROSTERED DAY OFF (RDO)

- 2C.4.1 For those Employees employed on the basis of a RDO cycle, ordinary hours shall be worked as a twenty day, four week cycle of eight hours each day, Monday to Friday inclusive, with 0.4 of one hour of each day worked accruing as an entitlement to take one day in each cycle as a RDO paid for as though worked.
- 2C.4.2 The system of RDOs for those Facilities Employees employed on this basis will be by rostering off one day per month in February to November each year and three days in the period from 1 December to 31 January each year
- 2C.4.3 The schedule of RDOs for the coming College year is to be prepared by the DoFCS and Facilities Manager at the end of the preceding year and advised to Employees prior to the commencement of term 1. The schedule will take into account College functions, public holidays and periods of major maintenance work.
- 2C.4.4 By agreement between the College and an individual Employee, a RDO may be substituted for another day provided the substituted day is taken within one calendar month of the rostered day.
- 2C.4.5 An Employee who has not worked, or is not regarded by reason of clause 2C.4.1 as having worked a complete cycle shall be paid pro rata accrued entitlements for each day worked or in the case of termination of employment, on termination.

SCHEDULE 2D: FINANCE

Category 1	Category 2	Category 3	Category 4	Category 5
General Works Description/Complexity				
With specific direction, the Employee is required to perform a variety of basic administrative functions, with a limited range of skills. Work involves the application of established principles, practices and procedures, is generally repetitious and requires a methodical approach. The Employee will be required to exercise minimal multi-tasking, responsibility, initiative or autonomy.	With direction, the Employee is required to perform a wide variety of administrative functions, with a range of skills. Work involves the application of established principles, practices and procedures, is generally repetitious and requires a methodical approach. The Employee will be required to exercise a degree of multi-tasking, responsibility, accountability, initiative and autonomy.	Under general direction, the Employee, in addition to the knowledge and skills required at Category 2, is required to undertake duties needing additional experience or knowledge. Work involves a number of variables which may complicate the application of established principles, practices and procedures. Positions at this category may, under general direction, assist with the coordination of support services. The Employee is required to exercise significant multi-tasking, responsibility, accountability, initiative and autonomy.	The Employee is required to undertake duties similar to those of previous categories which involve more complex issues. Is fully competent and very experienced in a technical sense and requires little guidance during the performance of work. The Employee will be required to exhibit a high level of decision making, initiative, autonomy, responsibility and accountability. Positions at this category may, under limited direction, coordinate support services. If in a support position to a senior manager a Employee at this category would generally be required to manage a specific support role.	An Employee would be appointed to this category where there is a requirement to manage a functional or team responsibility. The Employee is fully competent in a professional sense and requires no guidance during the performance of work. The Employee must display a high level of responsibility and accountability and exercise a significant range of specialist skills. They must have the capacity to think and work independently, make important administrative decisions and to initiate and advise on policy. The Employee would be responsible for providing key support and advice to senior management.
Supervision/Direction Received				
The Employee at this category receives direct supervision. Receives specific instructions on what is required, how it is to be performed and the required timeframe. The work performed is subject to regular progress checks.	The Employee at this category receives general supervision. Receives broad instructions on what is required, how it is to be performed and the required timeframe. The work performed is subject to occasional progress checks and tasks are reviewed on completion.	The Employee at this category receives little supervision. Receives general direction and instruction on what outcomes are to be achieved and the required timeframe . The work performed is subject to occasional progress checks, usually confined to the unusual or difficult aspects. Tasks are reviewed on completion.	The Employee at this category is not subject to supervision. The Employee at this category receives limited direction, normally comprising a clear statement of objectives. Work is usually measured in terms of the achievement of stated objectives.	The Employee at this category receives limited direction, normally comprising a clear statement of objectives. . Has responsibility and broad ranging accountability for the structure, management and output of the work of others Work is usually measured in terms of the achievement of stated objectives.
Supervision/Direction Provided				
An Employee at this category does not supervise other Employees or students.	An Employee at this category does not supervise other Employees or students.	An Employee at this category may be expected to provide functional supervision to other Employees from categories 1 and 2 The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.	An Employee at this category may be expected to provide functional supervision to other Employees from categories 1, 2 and 3 The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.	An Employee at this category may be expected to provide functional management and supervision to other Employees from categories 1, 2, 3 and 4 The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.
Communication – Written/Verbal/Interpersonal				
Primarily in contact with supervisor, co-workers and peers within the College. Is able to communicate information effectively and courteously	Is able to communicate information effectively and courteously.	Communicates effectively and influentially in order for the team to achieve its objectives.	Communicates effectively and influentially and resolves issues in order for the team to achieve College objectives.	Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages, empowers and supports team members to participate in decision making processes. Provides appropriate feedback and maintains team commitment.

FINANCE GRADING/

Classification

Will be ascertained by comparing the work usually performed in the position in relation to the duties which are specified as typical at that Category. Non typical duties may also be required.

Indicative duties:

Will vary for each Category and Level. As they are unique to the position they will be detailed in the individual Position Descriptions.

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FINANCE – SALARY RATES

2D.1 Full Time - current until 1 February 2009

Level	Category 1	Category 2	Category 3	Category 4	Category 5
1	\$35,584	\$39,172	\$42,916	\$46,910	\$51,216
2	\$36,780	\$40,420	\$44,248	\$48,345	\$52,768
3	\$37,976	\$41,668	\$45,579	\$49,780	\$54,321
4	\$39,172	\$42,916	\$46,910	\$51,216	\$55,875

2D.2 Full Time Term Time - current until 1 February 2009

Level	Category 1	Category 2	Category 3	Category 4	Category 5
1	\$30,187	\$33,223	\$36,390	\$39,770	\$43,414
2	\$31,199	\$34,278	\$37,518	\$40,985	\$44,727
3	\$32,211	\$35,334	\$38,644	\$42,199	\$46,042
4	\$33,223	\$36,390	\$39,770	\$43,414	\$47,355

Tables 2D.1 and 2D.2 - salary rates are inclusive of 17.5% Annual Leave Loading and exclusive of Employer Superannuation contribution

ST LEONARD'S COLLEGE EMPLOYEE COLLECTIVE AGREEMENT

SCHEDULE 2E: TECHNICAL SERVICES - SCIENCE LABORATORIES, FOOD TECHNOLOGY AND ART DEPARTMENT.

	Category 1	Category 2	Category 3	Category 4
Work characteristics	A TSO at this level is required to perform a wide range of routine functions with direct supervision and may, with training and experience, exercise some degree of autonomy. Work involves the application of established principles, practices and procedures.	A TSO at this level may be required to perform a combination of a wide range of functions with direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and discretion.	The TSO at this level in addition to performing similar tasks to category 1 and 2, exercise significant initiative and discretion, work with little supervision, demonstrate expertise and accept personal responsibility to a higher standard than in category 1 or 2.	The TSO at this Level would be in a Supervisory Role, providing technical assistance and expertise, can work independently, providing key support and advice to Teachers
Supervision/Direction Received	The TSO at this level requires direct supervision, with work checked regularly within required timeframe and monitored and routines established	The TSO at this level requires general supervision, with broad instructions of what is required and instruction on new tasks and required timeframe. Work subject to occasional progressive checks	The TSO at this level receives little supervision. Receives general direction and instruction as to what is to be achieved in a required timeframe.	The TSO at this level does not require supervision. Has responsibility and accountability for the structure, management and output of others.
Supervision Provided	Does not supervise at this level	Does not supervise at this level.	A TSO at this level may provide functional supervision to TSO at category 1 or 2.	A TSO at this level may be expected to provide functional supervision and management of other TSO's at categories 1, 2, or 3 at a Team leader Role
Communications	Primarily in contact with supervisor, co-workers and peers within the College. Is able to communicate information effectively and courteously	Communicates effectively, courteously and influentially in order for the team to achieve its objectives.	Communicates effectively, courteously and influentially and resolves issues in order for the team to achieve College objectives.	Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages, empowers and supports team members to participate in decision making processes. Provides appropriate feedback and maintains team commitment.
Experience, qualifications, skills	Qualifications are not required, but would be encouraged. Prior experience not assumed.	Position which require knowledge and skill which normally would be gained by post secondary certificate, or obtained through relevant job experience	Is expected to have the knowledge and skills at grade 2 and additional experience, qualifications and demonstrated knowledge gained from senior, relatively autonomous roles.	Characteristics and duties of category 3 and will also be directly supervising at least 2 other Employees

TECHNICAL SERVICES GRADING

Classification

Will be ascertained by comparing the work usually performed in the position in relation to the duties which are specified as typical at that category. Non typical duties may also be required.

Indicative duties:

Will vary for each Category. As they are unique to the position they will be detailed in the individual Position Descriptions.

ST LEONARD'S COLLEGE EMPLOYEE COLLECTIVE AGREEMENT

TECHNICAL SERVICES SALARY RATES

2E.1 Full Time - current until 1 February 2009

Level	Category 1	Category 2	Category 3	Category 4
1	\$32,133	\$37,389	\$42,826	\$48,114
2	\$33,251	\$38,485	\$43,884	\$49,168
3	\$34,369	\$39,582	\$44,942	\$50,221
4	\$35,487	\$40,678	\$46,000	\$51,275
5	\$36,604	\$41,776	\$47,069	\$52,328

2E.2 Full Time Term Time - current until 1 February 2009

Level	Category 1	Category 2	Category 3	Category 4
1	\$29,699	\$34,551	\$39,571	\$44,452
2	\$30,731	\$35,565	\$40,559	\$45,440
3	\$31,762	\$36,579	\$41,547	\$46,428
4	\$32,794	\$37,593	\$42,535	\$47,416
5	\$33,827	\$38,600	\$43,523	\$48,404

Tables 2E.1 and 2E.2 - salary rates are inclusive of 17.5% Annual Leave Loading and exclusive of Employer Superannuation contribution

SCHEDULE 2F: OTHER CORPORATE SERVICES EMPLOYEES

Whilst most Corporate Services Employee's fall within one of the subgroups under Schedule 2, there are some positions within the College where there are too few people undertaking the task or the position is too specialised to readily fit into any general salary structure or scale.

For these Employees, the salary will be determined by the College taking into account market reviews and appropriate benchmarking. The following will apply:

- The Employee's salaries will increase by the same annual increment as is payable to Corporate Employees generally.
- In the absence of other information these positions will be tested to the wider market at the end of the Agreement subject to that being no more than 5 years since the last review to market.
- This external remuneration review will be carried out on the basis of Position Description (which must be no more than 6 months since last reviewed and updated) and briefing from the management and Employee to the external third party carrying out the review.
- All general benefits, terms and conditions, other than remuneration issues, in this Agreement will apply to these Employees.

OTHER CORPORATE SERVICES SALARY RATES

2F.1 Full Time - current until 1 February 2009

Category	Range	Description
A	25,000-40,000	FTE Employees including catering, OSHC, Outdoor Education, sport coaches and any other Employees who do not fit within another Schedule/scale in this Agreement
B	40,000-55,000	Information services officers and other Employees of equivalent levels of responsibility who do not fit within another Schedule/scale in this Agreement
C	55,000-70,000	Employees with specialist technical skills including Div 1 nurses, information services specialists and other Employees of equivalent levels of responsibility who do not fit within another Schedule/scale in this Agreement
D	70,000 plus	Senior managers or directors

Tables 2F.1 - salary rates are inclusive of 17.5% Annual Leave Loading and exclusive of Employer Superannuation contribution