



## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

### St Michael's Grammar School

(AG2010/18954)

### ST MICHAEL'S GRAMMAR SCHOOL ENTERPRISE AGREEMENT 2010

Educational services

VICE PRESIDENT LAWLER

MELBOURNE, 23 NOVEMBER 2010

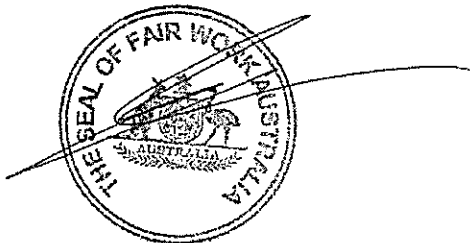
*Application for approval of the St Michael's Grammar School Enterprise Agreement 2010.*

[1] An application has been made for approval of an enterprise agreement known as the *St Michael's Grammar School Enterprise Agreement 2010. (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by *St Michael's Grammar School*. The Agreement is a single-enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 30 November 2010. The nominal expiry date of the Agreement is 31 December 2012.



VICE PRESIDENT

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<Price code A, AE881907 PR503329>

## ST MICHAEL'S GRAMMAR SCHOOL ENTERPRISE AGREEMENT 2010

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### PART 1: PRELIMINARY MATTERS

#### 1 TITLE AND TYPE OF AGREEMENT

This Agreement will be known as the *St Michael's Grammar School Collective Enterprise Agreement 2010* (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act* (Cth.) 2009.

#### 2 ARRANGEMENT

Clause Number	Clause Title
<u>Part 1</u>	<u>Preliminary Matters</u>
1	Title and Type of Agreement
2	Arrangement
3	Commencement Date and Period of Operation
4	Coverage and Application
5	Relationship of Agreement to Awards and Acts
6	Definitions
7	Principles of Agreement
8	Modes of Employment
9	Issue Resolution
10	Flexibility Clause
<u>Part 2</u>	<u>Terms and Conditions of Employment for all Employees Covered by this Agreement</u>
11	Terms of Engagement
12	Leave Entitlements
13	Long Service Leave
14	Parental Leave
15	Parental Allowance
16	Introduction of Major Change
17	Redundancy
18	Termination of Employment
19	Due Process
20	Superannuation
21	Professional Development
22	Meal Provision
23	Tuition Fee Discounts
24	Remuneration Packaging
25	Public Holidays

26	Accident Make-Up Pay
27	Payment Arrangements
28	Breakage and Loss
29	Protective Clothing
30	Jury Service
<u>Part 3</u>	<u>Terms and Conditions of Employment for Teachers and Early Childhood Teachers</u>
31	Study Leave
32	Ordinary Hours of Work
33	Annual Leave
34	Leave Loading
35	Rates of Pay
36	Responsibility Allowances
<u>Part 4</u>	<u>Terms and Conditions of Employment for School Assistants</u>
37	Hours of Work
38	Classifications
39	Rates of Pay
40	Annual Leave
41	Non Term Time For School Assistants
42	Leave Loading
43	Higher Duties
44	Make-up Time
<u>Part 5</u>	<u>Declaration</u>

### 3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 This Agreement will become effective 7 days after the date of approval by Fair Work Australia.
- 3.2 The nominal expiry date of the Agreement is 31 December 2012.
- 3.3 The parties agree to commence negotiations for a replacement Agreement not less than 12 months prior to the expiration of this Agreement. It is the intention of the parties that the replacement Agreement will be a single Agreement covering all Employees.

### 4 COVERAGE AND APPLICATION

- 4.1 This Agreement is binding on:
- the Employer - St Michael's Grammar School (ABN 12 006 421 861) ("the School"); and
  - all Employees of the Employer whereby 'Employees' means the Teachers, Early Childhood Teachers and School Assistants employed by the School.
- 4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Part 3 and Part 4 of this Agreement applies to the Employees as specified.
- 4.3 This Agreement does not apply to staff employed as members of the School's Executive Team, even if they undertake some teaching duties.

### 5 RELATIONSHIP OF AGREEMENT TO AWARDS AND ACTS

This Agreement encompasses all terms and conditions of employment for Employees and replaces the Awards.

The Fair Work Act contains minimum terms (the National Employment Standards) which cannot be excluded by any Agreement. Where a term of the National Employment Standards provides a more favourable term than provided by this Agreement, the Employee(s) shall be entitled to the more favourable term.

Where an Act of Parliament or Regulation referred to in this Agreement is or has been replaced by another Act of Parliament or Regulation, the reference to such an Act or Regulation in this Agreement will be taken to refer to the successor Act or Regulation.

### 6 DEFINITIONS

The following definitions apply to the provisions of this Agreement

<b>Act</b>	Means the <i>Fair Work Act 2009</i>
<b>Agreement</b>	means the <i>St Michael's Grammar School Enterprise Agreement 2010</i>
<b>Award</b>	means the following: <ul style="list-style-type: none"> <li>• Educational Services (Teachers) Award 2010</li> <li>• Educational Services (Schools) General Staff Award 2010</li> </ul> and any other award applicable to an Employee immediately prior to the commencement of this Agreement
<b>Casual Employee</b>	means an Employee employed pursuant to Clause 8.6 of this Agreement

<b>Early Childhood Program</b>	Means an educational program for three-, four-, and five-year old children but does not include the Prep Year or child care
<b>Early Childhood Teacher</b>	means a person (other than a director, by whatever name called, of an Early Childhood program, by whatever name called) who is employed to teach children in the Early Childhood program
<b>Emergency Teacher</b>	means a Teacher employed pursuant to Clause 8.6 of this agreement as a casual teaching Employee
<b>Employee</b>	Means Teachers, Early Childhood Teachers and School Assistants. Where a provision of the Agreement applies only to Teachers, or only to Early Childhood Teachers or only to School Assistants, the term Teacher, Early Childhood Teacher, or School Assistant will be used, respectively.
<b>Employer</b>	means St Michael's Grammar School (ABN 12 006 421 861)
<b>Executive Team</b>	Means the members of the School Executive Team in senior management roles who report directly to the Head of the School. This includes Head of the Senior School, Head of the Junior School, Head of Teaching and Learning and Director of Business.
<b>Fixed Term Employee</b>	means an Employee employed pursuant to Clause 8.5 of this Agreement
<b>Full Time Employee</b>	means an Employee employed pursuant to Clause 8.3 of this Agreement and who is employed with the School for a full week each week (Teachers/Early Childhood Teachers), or for full-time hours each week (School Assistants), of the school year
<b>Head of the School</b>	means the person holding the office of the Head of the School or the person designated as Acting Head of the School by the Board of Directors of the School or the person to whom the Head of the School has expressly delegated authority
<b>Non-term Weeks</b>	means weeks in the school year other than term weeks and include periods designated as school holidays for students; where a preschool operates according to terms that approximate school terms, non-term week will have the same meaning
<b>Part Time Employee</b>	means an Employee employed pursuant to Clause 8.4 of this Agreement and who is employed with the School to work less than a full week each week (Teachers/Early Childhood Teachers), or to work less than full-time hours each week (School Assistants), of the school year. The term part-time employee does not cover casual employees.
<b>School</b>	means St Michael's Grammar School (ABN 12 006 421 861)
<b>School Assistant</b>	means a person who is ancillary to the process of teaching and fall under the following categories:  Classroom Support Services – being an employee whose principal duties are to provide support to teachers and students in a primary or secondary classroom or to individual students or groups of students.  Curriculum/Resources Services - being an employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or technology centre.
<b>School Year</b>	means the twelve months from the commencement of the first day of February in a year to the commencement of the first day of February of

	the following year
<b>Term Weeks</b>	means the weeks in the school year that teachers are required to attend school as set out in the school calendar of each school; where a preschool operates according to terms that approximate school terms, term weeks will have the same meaning
<b>Teacher</b>	means a person who is registered by the Victorian Institute of Teaching pursuant to Division 1 of Part 3 of the <i>Victorian Institute of Teaching Act 2001 (Vic.)</i> or, as replaced, Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and includes a qualified Teacher librarian but does not include a person employed as a Head of the School, Head of the Junior School, Head of the Senior School, Deputy Head, or member of the Executive team, by whatever name called

## 7 PRINCIPLES OF AGREEMENT

- 7.1** It is agreed that this Agreement reflects the intentions of the Employees covered by the Agreement as a result of due process and negotiation between the Liaison Committee ("the Committee") representing the School's Employees covered by this Agreement and the School.
- 7.2** The Head of the School, or his/her representatives, will meet with the Chair and Secretary of the Committee, or their representatives, from time to time to discuss matters relating to this Agreement. In order to ensure that a direct line of communication is maintained, the Head of School him or herself (rather than his or her representative/s) will endeavour to meet with the Chair and Secretary of the Committee at least once per term.
- 7.3** Upon finalisation of this agreement, the School will commence the process of nominations for a new committee to monitor application of this Agreement and commence work on the next Agreement. This committee will commence meeting in Term 1, 2011.
- 7.4** The School will make every effort to provide a best practice work environment for its Employees. The School and its Employees recognise the need to realistically consider each other's needs in planning and carrying out the School's business. The School is committed to creating a workplace that supports a balance between work and life. The School endeavours to demonstrate its consideration of Employee needs for a balanced life in such things as policy development, timetable and strategic planning and position flexibility.

## 8. MODES OF EMPLOYMENT

- 8.1** The School may employ an Employee as a Full Time, Part Time, Fixed Term or Casual Employee.
- 8.2** The School may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.
- 8.3 Full Time Employee**
- 8.3.1** The School may engage an Employee on a Full Time basis in accordance with this Agreement. A Full Time Employee will be advised upon engagement that the load is full time.

## **8.4 Part Time Employee**

- 8.4.1** The School may employ an Employee on a Part Time basis in accordance with this Agreement.
- 8.4.2** A Part Time Employee is entitled to receive all entitlements under this Agreement on a pro rata basis, calculated as a fraction of a full time load in line with the part time load for which they are employed.
- 8.4.3** The School will set out in writing a Part Time Teacher's or Part Time Early Childhood Teacher's time fraction upon engagement of the Teacher or Early Childhood Teacher and at any other time when a variation occurs.
- 8.4.4** The School reserves the right to vary a part time Part Time Teacher's or Part Time Early Childhood Teacher's hours in line with operational needs. At such time the Employee will be consulted regarding the change and the School will set the change out in writing. The notice given of such a change shall be not less than one term wholly within a term. The timeframe can be varied by mutual agreement.
- 8.4.5** For School Assistants, the School will set out in writing the part time hours required upon the engagement of the Employee and at any other time when variation occurs.
- 8.4.6** The Employer will not generally vary the time fraction, days or times of attendance of a part-time School Assistant during the school year unless the Employee consents or it can be demonstrated that such a variation is required as a result of a change in operational needs including, but not limited to, funding/curriculum/ enrolment needs.

In reaching a decision to vary the school will consider the needs of the school and the family needs of the Employee.

Where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer will provide 4 weeks notice in writing, and where the change would result in a reduction in salary, the Employee's salary will be maintained for a 4 week period.

- 8.4.7** Where a Part Time Teacher or Part Time Early Childhood Teacher undertakes emergency Teacher work with the School and thus works hours in addition to the time fraction referred to in 8.4.3, the Teacher or Early Childhood Teacher will be paid the hourly rate as specified in Clause 35.10 of this Agreement. The specified hourly rate includes a loading in lieu of all paid leave entitlements on the additional hours worked

## **8.5 Fixed Term Employee**

- 8.5.1** The School may employ an Employee to work on either a Full Time or Part Time basis for a fixed term 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.
- 8.5.2** A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis calculated in line with the load fraction and period of the School Year for which they are employed.
- 8.5.3** Before employing a Fixed Term Employee on a replacement basis, the School will inform the Fixed Term Employee of:
- the temporary nature of the employment;
  - the benefits which are applicable under this Agreement;

- the rights of any Employee being replaced
- the reason for the fixed nature of the position

**8.5.4** 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 Clause 18 of this Agreement.

**8.5.5** A Fixed Term Employee who has been employed continuously, or as otherwise agreed between the parties in any individual case, for two or more fixed periods of employment or longer should be given preference for on-going employment if a suitable vacancy arises.

## **8.6 Casual Employee**

**8.6.1** The School may employ an Employee to work on a casual basis.

**8.6.2** A Casual Employee is entitled to the appropriate hourly rate specified in the relevant salary schedule. This rate includes a loading of 25 percent in lieu of paid leave entitlements.

**8.6.3** The School will not engage a Casual Teacher or Casual Early Childhood Teacher (Emergency Teacher) continuously for more than a School Term on a casual basis.

**8.6.4** A Teacher or Early Childhood Teacher employed on a casual basis is entitled to be paid to the nearest 15 minutes.

**8.6.5** A Casual Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- performance/conduct management
- redundancy
- remuneration packaging
- annual leave or school holidays
- leave loading
- public holidays
- paid personal/carer's leave
- paid compassionate leave
- long service leave
- accident make-up pay
- parental leave (except where entitled to leave under the NES)
- parental allowance
- removal leave
- tuition fee discounts
- study leave
- meal provision
- higher duties
- make-up time
- infectious diseases leave

## **9 ISSUE RESOLUTION**

### **9.1 If a dispute relates to**

- (a) a matter arising under this agreement or
- (b) the National Employment Standards.

this clause sets out the procedures to settle the dispute.

An Employee who is party to the dispute may appoint a representative for the purposes of the procedures in this clause.

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and the relevant supervisors and or management.

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

Fair Work Australia may deal with the dispute in 2 stages:

- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then :
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

While the parties are trying to resolve the dispute using the procedures in this clause an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety. And an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless the work is not safe, applicable occupational health and safety legislation would not permit the work to be performed, the work is not appropriate for the employee to perform there are other reasonable grounds for the employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.

## 10. Flexibility Clause

**10.1** An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (1) (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

The Employee is entitled to a representative of their choice for the purposes of negotiating an individual flexibility arrangement under this Clause.

**10.2** The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

**10.3** The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

**10.4** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**10.5** The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

## **PART 2: TERMS AND CONDITIONS FOR ALL EMPLOYEES COVERED BY THIS AGREEMENT**

### **11 TERMS OF ENGAGEMENT**

- 11.1** Upon engagement, the School will provide an Employee (other than a Casual Employee or an emergency teacher) with a letter of appointment and a copy of this Agreement. In addition a copy of the Agreement will be available at all times to Employees on the School's intranet.
- 11.2** From the commencement of this Agreement, all Teachers, Early Childhood Teachers and School Assistants will be deemed to be employed in accordance with the School Year, as defined by this Agreement, unless otherwise agreed with the Head of the School.
- 11.3** Upon termination of employment, the School, upon request from an Employee, will provide the Employee with a statement of service specifying:
- The period of employment;
  - The classification of, or the type of worked performed by, the Employee; and
  - Any additional responsibilities or duties performed by the Employee including, co-curricular and extracurricular activities.
- 11.4** The School has formulated a series of policies, procedures and guidelines related to various aspects of the School's operation. It is incumbent upon you to familiarise yourself with these policies, procedures and guidelines as you are required to comply with these policies, procedures and guidelines. These are available on the School's intranet and may be amended from time to time. These policies, procedures and guidelines do not form part of and are not incorporated into this agreement or your contract of employment.

### **12 LEAVE ENTITLEMENTS**

#### **12.1 Definitions**

In this Clause the term **immediate family** means:

a spouse (including a former spouse, a defacto spouse and a former defacto spouse) of the Employee. A defacto spouse means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

a 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 or defacto spouse of the Employee.

#### **12.2 Paid Personal Leave**

- 12.2.1** Paid Personal Leave is provided in accordance with the NES, except where the provisions of this Agreement are more favourable in any aspect.

This Clause does not apply to a Casual Employee.

- 12.2.2** Paid personal leave is available to an Employee when the Employee is absent:

- due to personal illness or injury ('sick leave' described in Clause 12.3); or
- 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 and support due to an unexpected emergency ('paid carer's leave' described in Clause 12.4).

**12.2.3** Paid personal leave may be taken for part of a single day or for a full day.

**12.2.4** An Employee is entitled to be absent from work without loss of pay on paid personal leave for as long as the Head of the School considers reasonable, provided that from the commencement of this Agreement this entitlement in any given School Year is not less than a total of 15 days.

**12.2.5** At a minimum, an employee will accrue paid personal leave as follows:

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

### **12.3 Sick Leave**

**12.3.1** An Employee is entitled to access paid personal leave entitlements referred to in Clause 12.2.4 where the Employee is unable to perform the Employee's duties by reason of personal illness or injury.

**12.3.2** An Employee must, as soon as reasonable practicable and during the ordinary opening hours of the School on the first day of such absence, inform the School of the Employee's inability to attend for duty and the estimated duration of the absence. If it is not reasonably practicable to inform the School during the ordinary opening hours of the School of the first day of such absence, the Employee will inform the School within 24 hours of such absence.

**12.3.3** An Employee may be required to produce a medical certificate or other evidence (such as a statutory declaration) satisfactory to the Head of the School for any absence of more than two consecutive days, but need not do so unless specifically requested.

### **12.4 Paid Carer's Leave**

**12.4.1** An Employee is entitled to use any personal leave accrued in accordance with clause 12.2.5 as paid carer's leave to care for members of the Employee's immediate family or household who are sick or require care and support due to an unexpected emergency.

**12.4.2** Except under compelling circumstances, an Employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

**12.4.3** If requested by the Employer, the Employee may be required to provide evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 12.4.1.

### **12.5 Unpaid Carer's Leave**

**12.5.1** 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 who require care or support or who require care due to an unexpected emergency.

**12.5.2** 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 School agree.

**12.5.3** A Casual Employee is entitled to access unpaid carer's leave.

**12.5.4** The Employee is only entitled to unpaid carer's leave if the Employee has complied with the notice and documentation requirements in Clause 12.6 of this Agreement.

## **12.6 Notice and Evidence required for Paid and Unpaid Carer's Leave**

**12.6.1** When taking carer's leave the Employee must advise the School that they require leave to provide care or support to a member of the employee's immediate family or household as the member is suffering either a personal injury or illness or an unexpected emergency.

**12.6.2** If it is not practicable for the Employee to give prior notice of absence, then the Employee must notify the School of such absence (preferably by telephone) at the first opportunity on the day of the absence.

**12.6.3** The Employee must, if required by the School, establish by production of a medical certificate or statutory declaration or other such evidence that would satisfy a reasonable person that the leave is required for a reason specified in clause 12.6.1.

## **12.7 Compassionate Leave**

**12.7.1** An Employee is entitled to take up to three days' paid compassionate leave per occasion when a member of the Employee's immediate family or household dies or contracts or develops a personal injury or illness that poses a serious threat to life. This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the School and the Employee.

**12.7.2** Compassionate Leave is not cumulative.

**12.7.3** The School is entitled to request from an Employee evidence that would satisfy a reasonable person of the illness, injury or death prior to granting the leave as paid compassionate leave.

## **12.8 Leave Without Pay**

An Employee is entitled to leave without pay at the discretion of the Head of the School.

An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay. An employee may not be in receipt of any paid entitlements under this Agreement while on a period of leave without pay. This provision expressly overrides section 62 of the Long Service Leave Act 1992.

## **12.9 Removal Leave**

An Employee is entitled to one day's removal leave per annum for the bona fide removal to a new place of residence. The entitlement is not cumulative.

## **12.10 Other Leave**

Leave of absence on full or part pay may be granted to an Employee in any case, where, in the opinion of the Head of the School, circumstances justify the granting of such leave. These

circumstances may include, but will not be limited to examination leave, qualification conferral leave and/or other specific personal circumstance that is not covered by an existing leave type.

### **12.11 Infectious Diseases Leave**

Subject to the terms of this subclause, an Employee who is suffering from one of the infectious diseases known as:

- German measles;
- Chickenpox;
- Mumps;
- Measles;
- Scarlet fever;
- Whooping cough;
- Rheumatic fever; or
- Hepatitis,
- SARS, bird flu, swine flu or similarly serious and contagious disease.

and the Head of the School is satisfied on medical evidence that the Employee has contracted the disease through a contact at the School and the disease is evident in the School, the Employee will be granted special leave without deduction of pay.

The Employee must produce a medical certificate which specifically names the disease prior to the special leave without deduction of pay being granted.

### **13 LONG SERVICE LEAVE**

- 13.1** An Employee who has completed ten years' continuous employment with the School is entitled to 13 weeks' long service leave. An Employee is entitled to an additional 6-1/2 weeks' (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the School.
- 13.2** The period of Long Service Leave will not usually be for less than a full term. In special circumstances, an application for a shorter period of long service leave will be considered by the Head of the School.
- 13.3** An employee is entitled to apply to take pro-rata long service leave after seven years of continuous service.
- 13.4** The timing of taking long service leave will be negotiated between the Head of the School and the Employee for mutual advantage.
- 13.5** The preference is for long service leave to usually be taken within the twelve months of the entitlement falling due following the ten years of service.
- 13.6** As long service leave is a period of paid leave, it does not break the continuity of service for an Employee.

#### **13.5 Notice Periods**

- 13.5.1** An Employee should apply in writing to the Head of the School for long service leave, at least six (6) months prior to the intended date of taking the leave.
- 13.5.2** If an Employee on long service leave elects not to return to the School following the approved period of leave, they must provide the appropriate period of notice as detailed in Clause 18 of this Agreement.
- 13.5.3** If an Employee on long service leave would like to apply for a further period of paid or unpaid leave directly after the long service leave, they must provide to the Head of the School in writing seven (7) weeks notice wholly within a school term of their intention. Further paid or unpaid leave approval will remain at the discretion of the Head of the School.

#### **13.6 Pro Rata Long Service Leave**

Upon application to the Head of the School, the School may grant an Employee approval to take a pro rata entitlement of long service leave between 7 and 10 years of continuous service.

#### **13.7 Termination of employment**

- 13.7.1** An Employee who has completed more than ten years' continuous employment with the School and whose employment is terminated otherwise than by the death of the Employee is entitled to an amount of long service leave equal to 1/40th of the period of the Employee's continuous employment since the last accrual of entitlement to long service leave under Clause 13.2.
- 13.7.2** An Employee who has completed at least seven but less than ten years of continuous employment with the School and whose employment is terminated for any cause other than by

the School for serious misconduct, is entitled to such amount of long service leave as equals 1/40th of the period of the Employee's continuous employment.

**13.7.3** This provision has the express effect of overriding Section 58 of the Long Service Leave Act 1992.

### **13.8 Illness on long service leave**

**13.8.1** Subject to the production of a supporting medical certificate, an Employee who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the Employee is entitled to sick leave.

**13.8.2** Subject to 13.8.1 the School and an Employee may agree that the Employee will return from long service leave as planned with the period of illness increasing the Employee's accrued long service leave entitlement.

### **13.9 Mode of employment and payment**

**13.9.1** An Employee whose service has been:

- all full-time; or
- all at the same part-time fraction

is paid during long service leave at the Employee's normal salary rate.

**13.9.2** Where an Employee's time fraction has varied, salary when proceeding on long service leave will be paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.

## 14 PARENTAL LEAVE

Parental leave is provided in accordance with the NES except where the provisions of this Agreement are more favourable.

Subject to the terms of this Clause, Employees are entitled to parental and adoption leave and to request to return to work part-time in connection with the birth or adoption of a child.

The provisions of this Clause apply to full-time and part-time Employees, but do not apply to emergency or casual Employees who are not eligible for parental leave under the NES.

### 14.1 Definitions

**14.1.1** For the purposes of this Clause **child** means a child of the Employee under school age except for adoption of a child where 'child' means a person under sixteen (16) who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

**14.1.2** For the purposes of this Clause, **spouse** includes a de facto or former spouse.

**14.1.3** For the purposes of this Clause, **continuous service** is work for the School on a regular and systematic basis (including any period of authorised leave or absence).

### 14.2 Basic entitlement

**14.2.1** After 12 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. Adoption leave may be taken in the case of adoption. A further 52 weeks unpaid parental leave may be requested.

**14.2.2** Subject to 14.5.6 parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may concurrently take:

- (a) for parental leave, an unbroken period of up to three weeks concurrent leave at the time of the birth of the child;
- (b) for adoption leave, an unbroken period of up to three weeks concurrent leave at the time of placement of the child.

**14.2.3** Parental leave, other than leave taken pursuant to 14.2.2, should preferably commence on the day following the last day of a school term and conclude on the day preceding the first day of a school term. In order to facilitate such arrangements, the School, where necessary, will extend the period of parental leave beyond the maximum prescribed entitlement should an Employee agree to return from parental leave on the commencement of the school term immediately following the maximum period of parental leave otherwise required to be afforded to the Employee.

### 14.3 Variation of parental leave

Where an Employee takes leave under 14.2.1 or 14.4.1(b), unless otherwise agreed between the School and the Employee, an Employee may apply to the School to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less

than seven weeks prior to the commencement of the changed arrangements. Nothing in this Clause detracts from the basic entitlement in 14.2 or the right to request in 14.4.

#### **14.4 Right to request**

**14.4.1** An Employee entitled to parental leave pursuant to the provisions of 14.2 may request the School to allow the Employee:

- (a) to extend the period of concurrent unpaid parental leave provided for in 14.2.2(a) and 14.2.2(b) up to a maximum of eight weeks;
- (b) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

#### **14.4.2 Request to be considered**

The School shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the School's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

#### **14.4.3 Employee's request and School's decision to be in writing**

The Employee's request and the School's decision made under 14.4.1(a) and 14.4.1(b) must be recorded in writing. The School is required to respond within 21 days of receiving the request.

#### **14.4.4 Request to return to work part-time**

Where an Employee wishes to make a request under 14.4.1(b), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

#### **14.5 Parental leave**

**14.5.1** An Employee must provide notice to the School in advance of the expected date of commencement of parental leave. The notice requirements are:

- (a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee or the Employee's spouse or defacto spouse is pregnant) – at least ten weeks;
- (b) of the date on which the Employee proposes to commence parental leave and the period of leave to be taken – at least four weeks.

**14.5.2** When the Employee gives notice under 14.5.1(a) the Employee may also be requested to provide a statutory declaration stating particulars of any period of leave sought or taken by their spouse and that for the period of parental leave he or she will not engage in any conduct inconsistent with his or her contract of employment.

**14.5.3** An Employee will not be in breach of this Clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

**14.5.4** Subject to 14.2.1 and unless agreed otherwise between the School and the Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

**14.5.5** Where a Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, an School may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

#### **14.5.6 Special parental leave**

- (a) Where the pregnancy of an Employee not then on parental leave terminates after 28 weeks other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special parental leave.
- (c) Where a Employee not then on parental leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special parental leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

**14.5.7** Where leave is granted under 14.5.6, during the period of leave an Employee may return to work at any time, as agreed between the School and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

#### **14.7 Adoption leave**

**14.7.1** The Employee will notify the School at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.

**14.7.2** Before commencing adoption leave, an Employee may be requested to provide the School with a statutory declaration stating:

- (a) the Employee is seeking adoption leave to become the primary care-giver of the child;
- (b) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
- (c) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with the Employee's contract of employment.

**14.7.3** The School may require an Employee to provide confirmation from the appropriate government authority of the placement.

**14.7.4** Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the School immediately and the School will nominate a time not exceeding seven weeks from receipt of notification for the Employee's return to work.

**14.7.5** An Employee will not be in breach of this Clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

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

**14.8 Parental leave and other entitlements**

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued.

**14.9 Transfer to a safe job**

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

**14.9.2** If the transfer to a safe job is not practicable, the Employee is entitled to paid leave for such period as is certified necessary by a registered medical practitioner.

**14.10 Returning to work after a period of parental leave**

**14.10.1** An Employee will notify of the Employee's intention to return to work after a period of parental leave preferably seven but not less than four weeks prior to the expiration of the leave.

**14.10.2** An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to 14.9, the Employee will be entitled to the position the Employee held immediately before such transfer. A part-time Employee will be entitled to the same time fraction.

**14.10.3** Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.

**14.10.4** For the purpose of this Clause, position includes a position of responsibility but does not necessarily include the same classes and/or subjects for a Teacher or Early Childhood Teacher.

#### **14.11 Replacement Employees**

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

#### **14.12 Communication during parental leave**

- 14.12.1** Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the School shall take reasonable steps to:
- (a)** make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
  - (b)** provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- 14.12.2** The Employee shall take reasonable steps to inform the School about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- 14.12.3** The Employee shall also notify the School of changes of address or other contact details which might affect the School's capacity to comply with 14.12.1.

### **15 PARENTAL ALLOWANCE**

- 15.1** Where an Employee is granted unpaid parental leave in accordance Clause 13 of this Agreement to be the primary caregiver of a child, the Employee is entitled to be paid a parental allowance at the Employee's ordinary rate of pay for the first twelve weeks of the period of:
- (a)** parental leave, provided that the leave would otherwise have been unpaid and unless otherwise agreed, is taken before the child is twelve weeks old;
  - (b)** adoption leave, provided that the leave would otherwise have been unpaid and unless otherwise agreed, is taken during the first twelve weeks of the child's placement with the Employee;
- 15.2** Where an Employee is granted unpaid concurrent or adoption leave in accordance with Clause 13 of this Agreement at the time of the birth of a child or placement of a child for adoption and is not the primary caregiver of the child, the Employee is entitled to a parental allowance at the Employee's ordinary rate of pay for up to one week of parental or adoption leave that would otherwise have been unpaid leave, provided the leave is taken within twelve weeks of the birth, or placement, of the child. This leave may be taken in one continuous period or in single days as mutually agreed.
- 15.3** From the commencement of this Agreement, an Employee must have a minimum of 12 months' service, if returning from parental leave, before being eligible for a further payment pursuant to Clause 15.1 above. Where an Employee has less than 12 months' service with the School following a period of parental leave, the Employee may make a written application for payment

to the Head of the School, citing reasons in support of the payment. Payment, if any, will be at the discretion of the Head of the School.

- 15.4 Where the School employs both parents of the child, only one parent will be entitled to receive payment pursuant to Clause 15.1 above.
- 15.5 The parental allowance is not payable during a period of paid leave.
- 15.6 During the period of time that an employee is in receipt of the parental allowance under 15.1, the Employee is entitled to accrue annual leave, as defined by the Act, and personal leave, in accordance with clause 11- Personal Leave of this Agreement. The employee is not entitled to accrue long service leave in accordance with the Long Service Leave Act 1992.
- 15.7 The parental allowance available under this Agreement will be provided in addition to any government scheme.

## **16 INTRODUCTION OF MAJOR CHANGE**

### **16.1 School's duty to notify**

**16.1.1** Where the School is proposing to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on Employees, the School will notify the Employees in writing who may be affected by the proposed changes.

**16.1.2** "Significant effects" includes:

- termination of employment;
- major changes in the composition, operation or size of the School's work force or in the skills required;
- the increase or decrease of job opportunities, promotion opportunities or job tenure;
- the alteration of hours of work;
- the need for re-training or transfer of Employees to other work or locations; and
- the re-structuring of jobs,

provided that where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have significant effect.

Employees who may be affected by the proposed changes may appoint a representative for the purposes of the procedures in this term. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and the employee or employees advise the employer of the identity of the representative, then the employer must recognise the representative.

### **16.2 School's Duty to Discuss Change**

**16.2.1** The School will discuss with the Employees affected by the introduction of the changes referred to in 16.1 hereof and their representatives if applicable, the effects the changes are likely to have on Employees, and measures to avert or mitigate the adverse effects of such changes, and will give prompt and genuine consideration to matters raised by the Employees and their representatives if applicable in relation to the changes.

**16.2.2** The discussions will commence as early as practicable.

**16.2.3** For the purposes of such discussion, the School will provide to the Employees concerned and their representatives if applicable, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees, provided that the School will not be required to disclose confidential information, the disclosure of which would be contrary to the School's interests.

## 17 REDUNDANCY

- 17.1 The School will explore ways of avoiding redundancy before it makes a definite decision that redundancy will occur. This process will involve negotiating with affected Employees or other Employees about ways to avoid or minimise the impact of redundancies, such as taking long service leave, reduction to part-time work, notification of intentions, transfer to lower paid duties and/or taking leave without pay. Transfer to other duties and relevant retraining, where appropriate, is also to be considered.
- 17.2 Where the School has made a definite decision that the School no longer wishes the job the Employee has been doing 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 School will hold discussions with the Employee directly affected and the Employee's representative, if requested.
- 17.3 The School will hold discussions as soon as practicable after the School has made a definite decision which will invoke the provisions of 17.2. The School will discuss, inter alia:
- the reasons for the proposed termination;
  - measures to avoid or minimise the termination;
  - measures to mitigate any adverse effects of any termination on the Employee concerned.
- 17.4 For the purposes of the discussion pursuant to 17.3, the School will, as soon as practicable, provide in writing to the Employee concerned, all relevant information about the proposed termination including:
- the reasons for the proposed termination;
  - the number and categories of Employees likely to be affected;
  - the period over which the termination is likely to be carried out.
- 17.5 For the purposes of 17.3, the School is not required to disclose confidential information the disclosure of which would be contrary to the School's interests.
- 17.6 The following scale of severance payments will apply for an Employee whose employment if terminated by reason of redundancy.

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay*
2 years but less than 3 years	8 weeks' pay
3 years but less than 4 years	10 weeks' pay
4 years but less than 5 years	12 weeks' pay
5 years but less than 8 years	14 weeks' pay
8 years or more	2 weeks pay per year of service to a maximum of 26 weeks

\*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 except at the discretion of the School.

- 17.7 Where the Employee has agreed to accept a transfer to lower paid duties for reasons set out above in Clause 17.1, the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment has been terminated. The

School may at its discretion make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks notice still owing.

#### **17.8 Leave during notice period**

An Employee, given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in Clause 18 – Termination of Employment. In this circumstance the Employee will be entitled to receive the same benefits and payments they would have received under this Clause had they remained with the Employer until the expiry of such notice. In such circumstances however the Employee will not be entitled to payment in lieu of notice.

#### **17.9 Alternative employment**

Subject to Clause 17.6, the School, in a particular redundancy case, may vary the general redundancy pay prescription if the School obtains alternative employment comparable to their current position within the School for an Employee. Where possible, practicable and appropriate, the Employer will assist employees made redundant to find alternative employment outside the School without loss of severance payment.

#### **17.10 Time off during notice period**

During the Notice period 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.

If the Employee has been allowed paid leave for more than one day during the notice period for the purposes of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### **17.11 Exemptions**

This Clause (Clause 17) will not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, or by performance/conduct management procedures, or to an Employee employed on a casual basis or for a fixed term.

## **18 TERMINATION OF EMPLOYMENT**

### **18.1 Notice of Termination – Teachers and Early Childhood Teachers**

**18.1.1** Where the School wishes to terminate the employment of a Teacher or Early Childhood Teacher, and where that Teacher or Early Childhood Teacher has had five (5) or more years' continuous service in the School, the School will give a full term's notice in writing or full payment in lieu will be provided. Notice will be given wholly within the one school term.

**18.1.2** Where the School wishes to terminate the employment of a Teacher or Early Childhood Teacher, and where that Teacher or Early Childhood Teacher has had less than five (5) years' continuous service in the School, the School will give seven (7) weeks' notice in writing or full payment in lieu will be provided. Notice will be given wholly within the one school term.

**18.1.3** The period of notice in this Clause does not apply:

- to a Teacher or Early Childhood Teacher dismissed summarily;
- to a Fixed Term Teacher or Early Childhood Teacher where the date of cessation of employment is stated at the time of appointment;
- to a Teacher or Early Childhood Teacher employed on a casual basis.

**18.1.4** Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Teacher or Early Childhood Teacher working part of the required period of notice and by the School making payment for the remainder of the period of notice.

**18.1.5** Payment in lieu of notice is calculated by taking the amount of salary a Teacher or Early Childhood Teacher would have received by working during the notice period if the Teacher's or Early Childhood Teacher's employment had not been terminated.

**18.1.6** A Teacher or Early Childhood Teacher must provide the School with a minimum of seven (7) weeks' notice in writing, with such notice to be given wholly within one school term.

**18.1.7** Subject to financial obligations imposed on the School by any governing legislation, the School has the right to withhold monies and benefits to a maximum amount equal to the ordinary time rate of pay for the period of required notice not given by a Teacher or Early Childhood Teacher.

### **18.2 Notice of Termination – School Assistants**

**18.2.1** Four (4) weeks' notice in writing will be given by the School of the intention to terminate a School Assistant's employment, or full payment in lieu of notice will be given. Where a School Assistant is employed as a School Assistant in receipt of paid School Holidays such notice will be given wholly within the one school term.

**18.2.2** In addition to the notice in Clause 18.2.1, a School Assistant over 45 years of age at the time of being given notice with not less than two years of continuous service will be entitled to an additional week's notice.

**18.2.3** Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the School Assistant working part of the required period of notice and by the School making payment for the remainder of the period of notice.

**18.2.4** In calculating any payment in lieu of notice, the wages a School Assistant would have received in respect of the ordinary time the School Assistant would have worked during the period of notice had the School Assistant's employment not been terminated, will be used.

**18.2.5** If notice is given by the School Assistant, a minimum of four (4) weeks' notice in writing will be given. Where the School Assistant is employed as a School Assistant in receipt of paid School Holidays such notice will be given wholly within the one school term.

**18.2.6** Subject to the financial obligations imposed on the School by any governing legislation, if a School Assistant fails to give the full amount of notice, the School will have the right to withhold monies due to the School Assistant with a maximum amount equal to the ordinary time rate of pay for the period of notice not given.

**18.2.7** The period of notice in this Clause does not apply:

- to a School Assistant guilty of conduct justifying summary dismissal;
- to a Fixed Term School Assistant where the date of cessation of employment is stated at the time of appointment;
- to a School Assistant employed on a casual basis.

### **18.3 Reasons for Termination by the School (other than Redundancy)**

**18.3.1** Except in the case of redundancy, the School may terminate the employment of an Employee:

- summarily; or
- on notice, for reasons related to the Employee's conduct or performance.

**18.3.2** If the School is considering whether to terminate an Employee's employment for reasons related to 18.3.1, the School must give the Employee an opportunity to be heard in defence of the allegations unless the School could not reasonably have been expected to give the Employee that opportunity. The due process associated with this is described in Clause 18 of this Agreement.

**18.3.3** The School may terminate an Employee's employment summarily and without notice where that Employee is guilty of serious misconduct, serious neglect of duty, wilful misconduct, or serious misrepresentation of a kind such that it would be unreasonable to require the School to continue the employment.

## **19 DUE PROCESS**

### **19.1 Why Due Process?**

Expectations around performance and conduct required of an Employee may be communicated in a number of ways including but not limited to detail in contracts of employment, policies and procedures, staff handbooks, staff briefings, regular or point-in-time communication from managers, position descriptions for a role and via professional expectations outlined by professional bodies such as the Victorian Institute of Teaching (VIT).

From time to time there may be a need for the School to discuss issues associated with unsatisfactory performance and/or conduct with an Employee to ensure appropriate standards and outcomes are understood and maintained/achieved, or to ensure that an appropriate duty of care to the School's students, parents or staff is being maintained.

In the interests of both the School and the Employee there should be a flexible approach to managing these issues. Where appropriate to do so the School will aim to address issues of performance and/or conduct informally with an Employee in the first instance. Addressing

matters informally may take a range of forms including but not limited to providing appropriate guidance, information, support, counselling and/or training. However, this Clause provides a general procedural framework that will apply when there is a need to address unsatisfactory performance and/or conduct formally.

This Clause does not diminish any rights under legislation or the contract of employment and operates in conjunction with other School policies.

## **19.2 Intent of Due Process**

Broadly, Due Process is undertaken on the premise that any informal or formal actions implemented are done so with the intent that the School wishes to see the conduct or performance of the Employee concerned improve and as a result of undertaking the activities that the School expects positive change in conduct or performance to be the outcome.

## **19.3 Formal Performance Management Procedure**

**19.3.1** This clause does not apply to probationary Employees or to Employees engaged on a casual or emergency basis or for a specific period of time or to complete a specific task or tasks, or where employment is terminated as a consequence of conduct that justifies summary dismissal.

**19.3.2** Where the informal processes that the School has undertaken have failed to resolve unsatisfactory performance issues, the School may implement a formal performance management procedure. In such cases the School will apply the procedure in this Clause (19.3).

**19.3.3** A formal performance management procedure will commence with the School advising the Employee in writing of:

- that a formal performance management procedure has commenced
- the School's concerns with the Employee's performance;
- the time, date and place of the first formal meeting to discuss the Employee's performance;
- the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance;
- the School's right to terminate the Employment should the procedure not resolve the School's concerns.

**19.3.4** Formal performance management meetings will

- include discussion of the School's concerns with the Employee's performance;
- give the Employee an opportunity to respond to the School's concerns;
- include discussion of any counselling or assistance, where appropriate, available to the Employee;
- include documentation, where appropriate;
- set periods of review, as appropriate.

**19.3.5** If, following the procedure, the School's decision is to terminate the employment of the Employee, then the School will give the required period of notice or payment in lieu of notice in accordance with Clause 18 of this Agreement.

## **19.4 Formal Conduct Management Procedure**

**19.4.1** This clause does not apply to probationary Employees or to Employees engaged on a casual or emergency basis or for a specific period of time or to complete a specific task or tasks, or where employment is terminated as a consequence of conduct that justifies summary dismissal.

In the event of an issue of misconduct the School will apply the procedure in this Clause (19.4).

**19.4.2** The School will advise the Employee in writing of:

- that a formal conduct management procedure has commenced;
- the School's concern with the Employee's conduct;
- the time, date and place of the meeting to discuss the Employee's conduct;
- the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
- the School's right to terminate the Employee's employment should the School's concern not be resolved.

**19.4.3** A formal conduct management meeting will:

- include discussion of the School's concern with the Employee's conduct;
- give the Employee an opportunity to respond to the School's concern unless the School could not reasonably have been expected to provide the Employee with that opportunity.

**19.4.4** In the event of an issue of serious misconduct, the School will:

- advise the Employee of the School's concerns with the employee's conduct; and
- give the Employee an opportunity to respond to the School's concern unless the School could not reasonably have been expected to provide the employee with that opportunity.

**19.4.5** The School reserves the right to vary the above procedure where it is possible that the Employee is guilty of serious misconduct or where the School deems it appropriate to urgently advise the Employee of its concerns with the Employee's conduct.

**19.4.6** The School reserves the right to place an Employee on leave with pay where there is concern that the alleged conduct matter is of a serious nature and/or where the alleged conduct matter being investigated has the potential to (or has already) placed the Employee or others at risk.

**19.4.7** Concern with an Employee's conduct may be resolved by:

- summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the School to continue the employment during a notice period;
- issuing the Employee with a warning or a final warning in writing;
- terminating the employment of the Employee in accordance with the notice provision of Clause 17 specified in this Agreement;
- other action, appropriate to the situation.

## **20 SUPERANNUATION**

**20.1** The School will offer superannuation in line with the relevant legislation that governs the superannuation rights and obligations of the parties to this Agreement.

### **20.2 New Employees**

All Employees new to the School from the commencement of this Agreement will be offered the choice to select their own superannuation fund within 28 days of commencing with the School. Where an Employee does not make a selection of a complying fund within this time frame, the School's default fund with the Victorian Independent Schools' Superannuation Fund will be used. The School will make contributions to the selected fund at the rate of 10% of ordinary time earnings, or at the rate specified by relevant legislation, whichever is higher. All funds selected must be compliant funds under the relevant legislation and the School reserves the right to decline a chosen fund where that fund requires the School to become a participating employer in the trust deed.

### **20.3 Changing Funds – All Employees**

All Employees will have the option to change their superannuation choice once every 12 months within 28 days of the 1 July each year. The onus is on the Employee to enact that choice if they would like to make a change. All funds selected must be compliant funds under the relevant legislation and the School reserves the right to decline a chosen fund where that fund requires the School to become a participating employer in the trust deed.

### **20.4 Existing Employees with Accumulation Style Funds**

Where an existing Employee has previously chosen a complying accumulation style fund, the School will make contributions as a rate of 10% of ordinary time earnings, or at the rate specified by relevant legislation, whichever is higher.

### **20.5 Existing Employees with a Defined Benefit Fund**

Where an existing on-going Employee has previously chosen to stay in the School's previous Defined Benefit Scheme with the Victorian Independent Schools' Superannuation Fund the following will apply:

**20.5.1** An on-going Employee will pay 5% of the Employee's post tax salary (or 5.88% of their pre tax salary) into the Victorian Independent Schools' Superannuation Fund. Where an Employee chooses to contribute this amount via pre tax salary, the deduction will be managed via the School's payroll processes.

**20.5.2** The School will pay a percentage of the on-going Employee's salary into the Victorian Independent Schools' Superannuation Fund as is sufficient to maintain the defined benefit level as calculated by the Fund's actuary.

**20.5.3** The benefit multiple used to calculate the retirement benefit shall be at least 12.75%.

**20.5.4** On behalf of an on-going Employee, the School will make a further productivity payment equivalent to 3% of the Employee's salary.

- 20.5.5** The Defined Benefit Scheme (the Scheme) with the Victorian Independent Schools' Superannuation Fund is not available to new Employees and in the event that an existing Employee chooses to leave the Scheme, they cannot opt to return to it at a later date.

## **20.6 Voluntary Employee Contributions**

Employees wishing to make voluntary Employee contributions to the fund that the School is contributing to, can do so via pre tax sacrificing or post tax payment via the School's payroll system. Where an Employee wishes to take up this option they must advise the School in writing.

## **21 PROFESSIONAL DEVELOPMENT**

The School will initiate a process through which all Employees will be encouraged to reflect on their professional skills in line with the School's relevant professional development policy. The purpose of the process will be to further the personal and professional development of all Employees. The Professional Development Policy does not form part of and is not incorporated into this contract of employment.

## **22 MEAL PROVISION**

- 22.1** An Employee required by the School to remain at the School continuously until after 7.00p.m. on any day, or to attend School before 7.00a.m. on any day, will be supplied with a meal or paid a meal allowance of \$15.00.
- 22.2** An exception to this is that the School need not provide a meal if the Employee can reasonably return home for meals.

## **23 TUITION FEE DISCOUNTS**

- 23.1** Employees with existing agreements on tuition fees in place at the time of the signing of this Agreement will retain those conditions. In all other cases the following will apply for Tuition Fees Discounts.
- 23.2** During employment at the School, a full-time Employee is entitled to a 50 per cent discount upon tuition fees for each child of the Employee enrolled in Years K-12. The Employee is required to pay in full by the required dates, all other charges and fees incurred in relation to the education of the child by the School.
- 23.3** A part-time Employee is entitled to the tuition fee discount specified by 23.2 above on a pro rata basis in accordance with the part-time Employee's time fraction.
- 23.4** Where the School employs both parents of a child, only one parent will be entitled to receive the tuition fee discount specified by 23.1, 23.2 and 23.3.

## **24. REMUNERATION PACKAGING**

- 24.1** The School will offer Employees the opportunity to package remuneration subject to the terms outlined in this Clause. If an Employee wishes to take up this option they must inform the School in writing of this intention.
- 24.2** The Employee may select expense benefit items for inclusion in their remuneration package from the School's approved items as detailed in the Remuneration Packaging Handbook available to Employees.
- 24.3** The gross cost of a benefit item to an Employee's remuneration package will be the amount allocated to the item by the Employee plus the tax imposed on the item by the Fringe Benefits Tax Assessment Act 1986 (FBTAA).
- 24.4** Should there be a change to the FBTAA, which causes an increase in the amount of Fringe Benefits Tax (FBT), which has to be paid on each benefit item, the cost of such increase in FBT will be borne by the Employee.
- 24.5** In addition to FBT, the Employee will bear all other costs, fees and charges associated with provision of remuneration packaging except where the employee is salary sacrificing into superannuation. Salary sacrifice can be arranged by the employee directly with the School's Payroll Officer.
- 24.6** The School recommends that Employees obtain expert, independent, professional advice before any remuneration packaging decision is made.
- 24.7** The School may appoint an external party to administer Employee's remuneration packaging arrangements in consultation with the School.
- 24.8** Remuneration packaging shall not increase an Employee's total cost of employment.
- 24.9** During the agreed period the School or the Employee may request a review of the package for any reason including the event that its cost or benefits are materially affected by changes in tax rulings or legislation.
- 24.10** Where at the end of the agreed period the full amount allocated to the specific benefit has not been utilised, by agreement between the School and the Employee, any unused amount may be carried forward to the next period, or paid as salary, which will be subject to the usual taxation requirements.
- 24.11** Notwithstanding the provisions of this Clause the remuneration package may be terminated by mutual agreement or by either party providing one calendar month's notice. Where the full amount allocated to a specific benefit has not been utilised it shall be paid as salary subject to the usual taxation requirements.

## 25 PUBLIC HOLIDAYS

- 25.1 An Employee is entitled to public holidays as gazetted by the Victorian Government from time to time.
- 25.2 An exception to this is that public holidays that occur during a period of leave for Employees in accordance with Clauses 33 and 40, do not create an additional entitlement.
- 25.3 By agreement between the School and the majority of Employees, an alternative day may be taken as the public holiday in lieu of gazetted days.
- 25.4 The School and an Employee may agree to the Employee taking another day as the public holiday in lieu of the gazetted day.
- 25.5 An agreement made in accordance with Clause 25.3 or 25.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the School.

## 26 ACCIDENT MAKE-UP PAY

- 26.1 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.
- 26.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Accident Compensation Act 1985* (Vic), then:  
(a) the Employee does not accrue any of the following entitlements under this Agreement or under the FW Act (where relevant) for the duration of any such absence:
- i. annual leave; or
  - ii. paid personal/carer's leave.
- 26.3 In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the *Accident Compensation Act 1985* (Vic.), has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.
- 26.4 For the purposes of 26.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.
- 26.5 Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *Accident Compensation Act 1985*(Vic.), and where the Employee is entitled to annual leave at the part-time rate of pay, the Employee will remain entitled to be paid the weekly compensation payments in accordance with the Act.

**27 PAYMENT ARRANGEMENTS**

The School will pay salary by electronic funds transfer to the Employee's nominated financial institution account on a monthly basis. Payment is generally on the 15<sup>th</sup> of the month and includes payment for all days that the Employee has worked for the School between the first and last days of the calendar month.

**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 School for the performance of duties, the School will either provide such clothing or reimburse the Employee for cleaning costs incurred.

**30 JURY SERVICE**

- 30.1 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.
- 30.2 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 30.3 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 30.4 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 30.5 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 30.6 Subject to 30.1 to 30.5 of this clause, an Employer will reimburse an Employee granted leave pursuant to 30.1 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.

### **PART 3: TERMS AND CONDITIONS OF EMPLOYMENT FOR TEACHERS AND EARLY CHILDHOOD TEACHERS**

#### **31 STUDY LEAVE**

- 31.1** On completion of each ten years of continuous employment, a Teacher or an Early Childhood Teacher is entitled to take in addition to long service leave, salaried leave so as to make the full period of leave one school semester, including school holidays (provided the salaried leave commences immediately after completion of long service leave or ends immediately before the start of long service leave, so that the one semester of leave is continuous.
- 31.2** If the Teacher or Early Childhood Teacher dies while taking study leave, no payment in lieu of leave not taken will be paid by the School to the Teacher's or Early Childhood Teacher's successors and/or assigns.
- 31.3** If the Teacher or Early Childhood Teacher leaves the employment of the School before completing ten years of continuous employment or after accruing an entitlement to take study leave, then the Teacher or Early Childhood Teacher will not be entitled to any proportionate payment in lieu of study leave.
- 31.4** If the Teacher or Early Childhood Teacher uses a pro rata entitlement to long service leave as described at Clause 13.6 of this Agreement, it will remain at the Head of the School's discretion as to whether a pro rata Study Leave period is granted at the same time.
- 31.5** A Teacher or Early Childhood Teacher must apply in writing to the Head of the School for study leave, at least six (6) months prior to the intended date of taking the leave.

#### **32 ORDINARY HOURS OF WORK**

- 32.1** 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.
- 32.2** In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.  
The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.
- 32.3** The ordinary hours of work for a Full Time Early Learning Teacher shall be no more than 27.5 hours of student supervision, plus other duties. In respect of an Early Learning Teacher other duties are comprised of non-supervisory duties, including preparatory, administrative and associated responsibilities.
- 32.4** The ordinary hours of work for a Full Time Primary Teacher shall be no more than 24 face to face teaching hours plus other duties as defined in 32.6 and reasonable additional hours as defined in 32.8.
- 32.5** The ordinary hours of work for a Full Time Secondary Teacher shall be no more than 18.75 face to face teaching hours plus other duties as defined in 32.6 and reasonable additional hours as defined in 32.8.

- 32.6** It is agreed that other duties shall comprise Preparation, Correction, Reporting (including Parent/Teacher Nights), Supervision Duties (including but not limited to Sport Supervision, Yard Duty, Absent Teacher Covers), Meetings and Briefings, Professional Development Activities specifically required by the School, co-curricular involvement, Exodus, involvement in the House structure of the School and within the Senior School the undertaking of a House Tutor role. These duties are undertaken on a pro-rata basis by a part-time teacher.
- 32.7** Co-curricular allotments will be developed, where possible, taking into account staff interest and abilities. Principles of equity will guide the allocation of these duties.
- 32.8** In addition to face-to-face hours and other duties, a teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties. Such duties may include Speech Night/Day, School Concert, Parent Information Evenings, Professional Development Activities other than those specifically required by the School.
- 32.9** The rates of pay shown at Clauses 35 and 36 shall be deemed to include payment for all work as described in this Clause.

**32.10 Notification**

The school undertakes to provide a teacher at the commencement of employment an outline of their expected duties and responsibilities, including curricular, co-curricular and pastoral care duties. The specific duties of a Tutor will be outlined by the Head of House.

**32.11 Staff Induction**

There will be a structured induction process for all new staff, no matter when they are employed during the school year. First year teachers will be attached to a mentor, whose duties to the first year teacher will be outlined in a position description for mentors. First year teachers will also have their scheduled duties reduced by at least 5% in recognition of their particular needs.

**32.12 Non term weeks**

A Teacher is not required or requested to attend at the School during Non Term Weeks but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer. Non Term weeks are not a period of authorised leave for the purpose of the Act.

- 32.13** The School undertakes to commence a review of Clause 32 – Ordinary Hours of Work as part of the next Agreement negotiations.

**33 ANNUAL LEAVE**

- 33.1** Annual leave is provided for in the NES. This clause supplements the NES provisions.
- 33.2** A teacher must take annual leave during non-term weeks. Leave must generally be taken in the four week period immediately following the final term week of the current school or preschool year, unless otherwise agreed with the Employer.
- 33.3 Pro rata payment of salary inclusive of annual leave**
- 33.3.1** This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.

### 33.3.2 Termination of employment

A Teacher will be entitled on termination of employment to a payment calculated in accordance with this clause.

### 33.3.3 Teachers who commence employment after the commencement of the school year

A Teacher who commences employment after the usual date of commencement at a school, will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to this clause at the end of the school year and will not receive any salary or other payment until the commencement of the next school year.

### 33.3.4 Teachers who take approved leave without pay

Where a Teacher takes approved leave without for a period which (in total) exceeds more than two term weeks in any year, the Teacher will be paid an amount calculated in accordance with this clause as follows:

- (a) if the leave without pay commences and concludes in the same school year, the payment will be calculated and made at the conclusion of the last school term or final semester in that year; and
- (b) if the leave without pay is to conclude in a school/preschool year following the school year in which the leave commenced:
  - at the commencement of the leave, a payment will be calculated and made in respect of the school/preschool year in which the leave commences; or
  - at the end of the last school term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that school year.

If the Teacher returns early from leave any payment under this clause will be taken into account in calculating the amount owed to the Teacher at the end of the school year.

### 33.3.5 Calculation of payments

$$P = \frac{s \times c}{b} - d$$

- P is the payment due
- s is the total salary paid in respect of weeks attended, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.
- b is the number of weeks, or part thereof in the school year that Teachers are required to attend
- c is the number of weeks, or part thereof, in the school year that Teachers are not required to attend
- d is the salary paid in respect of weeks (or part thereof) in the school year the Teacher is not required to attend, that have occurred since the school service date or date of employment in circumstances where the Teacher commenced employment after the school service date.

For the purpose of this clause:

**school service date** means the date from which Teachers are paid at the commencement of the school year in their first year of service with the Employer; and

**Teacher** means a Teacher other than a casual Teacher.

The formula in clause 33.3.5 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the school-in which the formula is applied.

### 34 LEAVE LOADING

34.1 This Clause applies to Employees employed either full-time or part-time on a pro rata basis. This Clause does not apply to Casual Employees.

#### 34.2 Entitlement

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

34.2.2 Leave loading for a Teacher or Early Childhood Teacher who has been employed for the full School Year will be calculated as follows:

$$\frac{\text{Annual Rate of Pay}^*}{52.18} \times 4 \times 17.5\%$$

\* Where the Annual Rate of Pay for a part time Employee is a pro rata amount of the full time annual gross rate, based on the load for which the Employee is engaged.

34.2.3 Leave loading for a Teacher or Early Childhood Teacher who has been employed for part of the School Year only will be calculated as follows:

$$\frac{\text{Annual Rate of Pay}^*}{52.18} \times 4 \times \frac{17.5\% \text{ of number of working weeks (excluding School Holiday periods)}}{\text{Number of School's term weeks}}$$

\* Where the Annual Rate of Pay for a part time Employee is a pro rata amount of the full time annual gross rate, based on the load for which the Employee is engaged.

**35 RATES OF PAY**

- 35.1** Teachers and Early Childhood Teachers base salary rates will be maintained at a level that is at least 3% higher than comparable Victorian State Government rates.
- 35.2** A full-time Teacher or Early Childhood Teacher will be paid not less than the following gross annual rate of pay from the first pay period commencing on or after 1 February 2010. Note: the rates below do not include the Leave Loading described in Clause 34 of this Agreement.

Level	Full-time Gross \$ per Annum
1	55,615
2	57,201
3	60,507
4	62,232
5	64,006
6	65,831
7	67,706
8	70,144
9	72,318
10	74,560
11^	82,037
12^	82,037

\*The salary scales will be updated and distributed to staff at the beginning of each School Year.

- 35.3** A Teacher with either a 3-year or 4-year approved training course beyond secondary school and including teaching training will commence at Level 1 and progress to Level 12 in annual increments, or in the case of non-continuous service, after the completion of the equivalent of a school year. A qualified Early Childhood Teacher with either a 3-year or 4-year approved training course beyond secondary school and including teaching training will commence at Level 1 and progress to Level 12 in annual increments, or in the case of non-continuous service, after the completion of the equivalent of a school year.
- 35.4** The Head of the School or their delegate will, at the beginning of each School Year, and from time to time, inform the Teacher or Early Childhood Teacher in writing of their remuneration and load, together with the remuneration applicable to any position of responsibility they hold. The load of a part time Teacher or Early Childhood Teacher, as outlined in the annual advice, may be varied by mutual consent of the Employee and the School to meet operational needs.
- 35.5** In the case of a part-time Teacher or Early Childhood Teacher, formal responsibilities other than teaching shall be allocated on a pro-rata basis equivalent to the Teacher's/Early Childhood Teacher's time fraction.
- 35.6** The Head of the School will review and publish salary scales at least once each School Year. At such times, the Head of the School will advise the Chair of the Liaison Committee of the revision.
- 35.7** A Teacher employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

**35.8 Part-Time Salary**

A part time Teacher or Early Childhood Teacher will be paid a pro rata gross salary calculated using the following formula.

$$\text{fractional load} \times \text{annual full-time gross salary rate}$$

**35.9 Part-Time Additional Hours**

Where a Part Time Teacher or Part Time Early Childhood Teacher agrees to work additional hours beyond their specified load, they will be paid the Casual Rate as defined in clause 35.10.

**35.10 Casual Rate**

A Casual Teacher or Casual Early Childhood Teacher will be employed for a full-day or a half day. A Casual Teacher or Casual Early Childhood Teacher will be paid at the rate of \$258 gross per day. This rate includes a 25% loading in lieu of leave entitlements. A Casual Teacher or Casual Early Childhood Teacher engaged for more than 5 consecutive days that are classified as a Level 12 employee will be paid at the rate of \$263 gross per day.

**36 RESPONSIBILITY ALLOWANCES**

**36.1** The following responsibility allowances will apply from the first pay period commencing on or after 1 February 2010 and represent gross annual rates. Responsibility allowances will be reviewed annually in line with salary reviews.

Level	Gross \$ per annum
1	3,227
2	4,519
3	5,165
4	6,589
5	9,172
6	11,755
7	15,600

**36.2** The level and if applicable associated time release for a position of responsibility, will be detailed in the position description for the role and in the Employee's letter of appointment to the role.

**36.3** Any relevant detail regarding tenure of a position of responsibility will be detailed in the Employee's letter of appointment to the role.

## **PART 4: TERMS AND CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS**

### **37 HOURS OF WORK**

- 37.1** The ordinary hours of work for a Full-time School Assistant will be 38 hours per week.
- 37.2** The ordinary hours may be averaged over a term
- 37.3** The employer may require a School Assistant to work additional hours in accordance with Clause 37.4
- 37.4** All hours worked in excess of the ordinary hours as defined in Clause 37.1 and 37.2 will be granted as time off in lieu at ordinary time or paid a loading of 50% on the normal hourly rate. The number of such hours may only exceed three by mutual agreement.
- 37.5** It is agreed that a School Assistant shall be entitled to an luncheon period of not less than 30 minutes per school day free from assigned duties.

### **38 CLASSIFICATIONS**

#### **38.1 Nature of Engagement**

Dependent on the operational needs of the School, the School may engage School Assistants as either:

- School Assistants in receipt of Paid School Holidays; or
- School Assistants in receipt of Annual Leave,

and upon engagement, the School will inform a School Assistant in writing of the nature by which they are employed.

#### **38.2 Classifying School Assistants**

- 38.2.1** Positions for support staff employed in libraries, laboratories, on audio-visual duties and on kindergarten/Early Childhood assistant duties, and as Teacher aides/learning assistants will be classified in accordance with the following criteria.
- 38.2.2** With the exception of Grade 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as "typical" at each of the grades. A position need not involve all the duties listed as "typical" of the grade nor are the typical duties the only ones which may be required.
- 38.2.3** Upon engagement, the School will inform a School Assistant in writing of the classification grade and the rate of pay applying to that classification.

#### **38.3 Grade 1**

##### **38.3.1 Positions**

Positions for which qualifications are not required:

- teacher aide/learning assistant
- library assistant
- laboratory assistant
- audio visual assistant

- unqualified kindergarten/Early Childhood assistant

### **38.3.2 Characteristics**

It is characteristic of this classification that the School Assistant may be required to perform any combination of a wide range of routine functions under reasonably direct oversight but may, after gaining experience, exercise some degree of autonomy and exercise discretion.

### **38.3.3 Typical duties**

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

#### **(a) Library assistant:**

Provision of general assistance of a supportive nature for professional and para-professional library staff including:

- processing books (marking, covering, repairing and shelving)
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying

#### **(b) Audio-visual assistant**

Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual equipment of the School, such as assisting with audio and video recording.

#### **(c) Laboratory assistant**

Routine tasks including:

- simple maintenance of equipment and materials
- care of fauna and flora
- setting up less complex experiments
- preparation of teaching aids under direction
- preparation of standard solutions

#### **(d) Teacher-aide/Learning assistant**

Provision of general assistance of a supportive nature for teaching staff or children as directed including:

- assist with the collection, preparation, distribution and use of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities eg. pupil records, collections etc
- assist with classroom activities as directed
- assist with the personal care or individual learning needs of students
- collect and distribute stock and equipment
- assist teachers with care of children on school excursions, sports days, and other out of classroom activities.

#### **(e) Kindergarten/Early Childhood assistant**

Provision of general assistance of a supportive nature for teaching staff or children as directed

including:

- assist with the collection, preparation, distribution and use of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal program activities eg. pupil records, collections, etc
- assist with housekeeping in the area
- assist with personal care needs or individual learning needs of students
- assist with program activities as directed
- collect and distribute stock and equipment
- assist teachers with care of children on school excursions, sports days, and other out of classroom activities.

### **38.4 Grade 1A**

#### **38.4.1 Characteristics**

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

#### **38.4.2 Positions**

- library technician-in-training
- laboratory technician-in-training
- audio-visual technician-in-training
- kindergarten/Early Childhood assistant-in-training

### **38.5 Grade 2**

Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification, but could also be gained from on the job relevant experience considered equivalent by the School.

#### **38.5.1 Positions**

- library technician
- laboratory technician
- audio-visual technician

#### **38.5.2 Characteristics**

It is characteristic of this classification that the School Assistant may be required to perform any combination of a wide range of functions under direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.

#### **38.5.3 Typical duties**

In addition to some or all Grade 1 or Grade 1A duties, the duties of positions at this level may include some or all of the following:

##### **(a) Library technician**

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

- assisting teachers and students to use the catalogue and/or locate books and resource material

- explaining the function and use of the library and library equipment to students
- under direction, assist teaching staff to take story groups
- searching and identifying fairly complex bibliographic material
- simple copy cataloguing
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

**(b) Audio-visual technician**

Performing responsible tasks associated with the efficient operation of an audio-visual section including such tasks as:

- operating and maintaining a wide range of equipment
- demonstrating and explaining the operation of equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc
- evaluating and making recommendations for purchase

**(c) Laboratory technician**

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- manufacturing and routine servicing equipment
- implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- culturing, preparing for use and being responsible to the Head of Faculty for the security of bacterial, viral or other like substances
- ordering supplies and materials in compliance with OH&S regulations

**38.6 Grade 3**

Positions, the duties of which require, in addition to the knowledge and skills required at Grade 2 level, additional experience or knowledge such as would normally be gained from the completion of an additional year of post-secondary qualification but could also be gained from on the job relevant experience considered equivalent by the School.

**38.6.1 Positions**

- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- qualified kindergarten/Early Childhood assistant

**38.6.2 Characteristics**

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

**38.6.3 Typical duties**

In addition to some duties specified for lower level positions, the duties of positions at this level may include some or all of the following:

**(a) Senior library technician/librarian**

Performing responsible tasks associated with the efficient operation of a library such as:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- in-charge of an identifiable functional unit (eg. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

**(b) Senior laboratory technician/laboratory manager**

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

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

**(c) Qualified kindergarten/Early Childhood assistant**

Under general direction, undertake substantial responsibility associated with the early learning program and its students to ensure efficient and effective delivery and documentation of the learning program, appropriate safety and care of students and appropriate maintenance of the physical environment.

**38.7 Grade 4**

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

### 39 RATES OF PAY

- 39.1** School Assistant salary rates will be maintained at a level that is at least 3% higher than comparable Victorian School Officers State Government rates. In the case of School Assistants employed "in receipt of paid school holidays", comparison will be made to Victorian State Government 48/52 School Officers scales. In the case of School Assistants employed "in receipt of annual leave", comparison will be made to Victorian State Government School Officers 52/52 scales.
- 39.2** A full-time **School Assistant in receipt of paid school holidays** will be paid not less than the following gross annual rate of pay from the first pay period commencing on or after 1 February 2010. Note: the rates below do not include the Leave Loading described in Clause 42 of this Agreement.

	ANNUAL (\$)	* WEEKLY (\$)
<b>Grade 1</b>		
In first year of experience	34,728	665.54
In second year of experience	36,253	694.77
In third year of experience	38,363	735.21
In fourth year of experience	39,309	753.33
In fifth year and thereafter	41,004	785.82
<b>Grade 1A</b>		
In first year of experience	41,211	789.78
In second year and thereafter	41,875	802.51
<b>Grade 2</b>		
In first year of experience	42,499	814.47
In second year of experience	43,753	838.50
In third year of experience	45,007	862.53
In fourth year of experience	45,912	879.88
In fifth year of experience	46,617	893.39
In sixth year and thereafter	47,192	904.41
<b>Grade 3</b>		
In first year of experience	47,978	919.47
In second year of experience	49,331	945.40
In third year of experience	50,678	971.22
In fourth year of experience	51,995	996.45
In fifth year of experience	52,844	1,012.73
In sixth year and thereafter	53,840	1,031.81
<b>Grade 4</b>		
In first year of experience	55,128	1,056.50
In second year of experience	56,483	1,082.46
In third year of experience	57,798	1,107.67
In fourth year of experience	58,492	1,120.97
In fifth year of experience	59,157	1,133.71
In sixth year and thereafter	59,822	1,146.45

- 39.3** A full-time **School Assistant in receipt of annual leave**, will be paid not less than the following gross annual rate of pay from the first pay period commencing on or after 1 February 2010. Note: the rates below do not include the Leave Loading described in Clause 42 of this Agreement.

	ANNUAL (\$)	* WEEKLY (\$)
<b>Grade 1</b>		
In first year of experience	37,620	720.97
In second year of experience	39,273	752.64
In third year of experience	39,736	761.52
In fourth year of experience	41,343	792.32
In fifth year and thereafter	43,126	826.49
<b>Grade 1A</b>		
In first year of experience	42,352	811.65
In second year and thereafter	45,464	871.29
<b>Grade 2</b>		
In first year of experience	46,042	882.36
In second year of experience	47,400	908.39
In third year of experience	48,756	934.38
In fourth year of experience	49,739	953.22
In fifth year of experience	50,502	967.84
In sixth year and thereafter	51,182	980.87
<b>Grade 3</b>		
In first year of experience	51,977	996.10
In second year of experience	53,442	1,024.19
In third year of experience	54,900	1,052.13
In fourth year of experience	56,330	1,079.53
In fifth year of experience	57,461	1,101.21
In sixth year and thereafter	58,590	1,122.84
<b>Grade 4</b>		
In first year of experience	59,722	1,144.54
In second year of experience	61,189	1,172.65
In third year of experience	62,615	1,199.98
In fourth year of experience	63,942	1,225.41
In fifth year of experience	65,273	1,250.92
In sixth year and thereafter	66,602	1,276.39

- 39.4** The Head of the School will, at the beginning of each School Year, and from time to time, inform a School Assistant in writing of the School Assistant's remuneration and load.
- 39.5** The Head of the School will review and publish salary scales at least once each School Year. At such times, the Head of the School will advise the Chair of the Liaison Committee of the revision.

**39.6** Advancement to the next salary increment within the appropriate Grade will take place on the anniversary of a School Assistant's first appointment or in the case of non-continuous service, after the completion of the equivalent of a school year. A School Assistant employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

**39.7** The gross weekly rate of pay for a School Assistant is calculated by dividing the gross annual rate of pay by 52.18.

**39.8 Part-Time Salary**

A part-time School Assistant will be paid pro rata of the rate that the School Assistant would be entitled to receive if employed as a full-time School Assistant. The pro rata weekly salary shall be assessed according to the following formula:

$$\frac{\text{Total hours employed per week}}{38} \times \text{appropriate full-time gross weekly rate of pay}$$

**39.9 Casual Rate**

A Casual School Assistant is entitled to be paid per hour 1/38<sup>th</sup> of the gross weekly rate appropriate to the Employee's classification rate, plus a 25% loading.

The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or school holidays, leave loading, personal leave (including sick leave, bereavement leave and carer's leave) or parental leave.

**40 ANNUAL LEAVE**

Where a School Assistant is employed as a 'School Assistant in receipt of 5 weeks annual leave' this Clause will apply to their employment. This Clause does not apply to a School Assistant employed as a 'School Assistant in receipt of paid school holidays'.

**40.1** An Employee employed as a 'School Assistant in receipt of annual leave' is entitled to five (5) weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis. Annual leave is credited to the School Assistant on a monthly basis.

**40.2** Annual leave is to be taken during School Holiday (non-term time) periods, except with the prior consent of the School. For the purpose of this Clause, School Holidays (non-term time) will be as determined by the School and announced prior to the commencement of the new School Year.

**40.3** The School has a compulsory close down period in December/January each year. The School will endeavour to give at least 12 months notice but no less than 6 months notice of the dates of the close down period. A School Assistant may be required to take all or part of their annual leave accrual during a compulsory close down period. Where a School Assistant has not accrued sufficient leave for this purpose, this leave will be unpaid but will be counted as service for all purposes of this Agreement.

**40.4** Any unused accrued annual leave will be paid to the School Assistant upon termination, or upon expiration of a fixed term contract.

**40.5** Unless otherwise agreed by the School, a School Assistant may not accrue more than four (4) weeks' (or pro rata there of for a part time employee) annual leave entitlement at any one time.

**41 NON-TERM TIME FOR SCHOOL ASSISTANTS**

Where a School Assistant is employed as a 'School Assistant in receipt of paid school holidays' this Clause will apply to their employment. This Clause does not apply to a School Assistant employed as a 'School Assistant in receipt of annual leave'.

- 41.1 A School Assistant employed as a 'School Assistant in receipt of paid school holidays' is entitled to take leave during School Holiday (non-term time) periods. This leave will be deemed to include the legislated requirement for an employee to have a minimum of four (4) weeks' paid annual leave per year.
- 41.2 A School Assistant is entitled to public holidays that fall during School Holidays (non-term time) but they do not create any additional leave entitlement.
- 41.3 School Holidays (non-term time) is defined as the number of non-term time weeks of a School Year that the School does not require a School Assistant to work. For the purpose of this Clause, School Holidays (non-term time) will be as determined by the School and announced in accordance with Clause 33.5.—School Holidays (non-term time) will not be less than those mandated by the Victorian government for Victorian government schools.
- 41.4 A School Assistant who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right\} - \text{School Holidays already paid}$$

**42 LEAVE LOADING**

This Clause applies to Employees employed either full-time or part-time on a pro rata basis. This Clause does not apply to Casual Employees.

**42.1 Entitlement**

- 42.1.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' leave.
- 42.1.2 Leave loading for an Employee who has been employed for the full School Year will be calculated as follows:

$$\frac{\text{Annual Rate of Pay}^*}{52.18} \times 4 \times 17.5\%$$

\* Where the Annual Rate of Pay for a part time Employee is a pro rata amount of the full time annual gross rate, based on the load for which the Employee is engaged.

- 42.1.3 Leave loading for a 'School Assistant in receipt of annual leave' who has been employed for part of the School Year only will be calculated as follows:

$$\frac{\text{Annual Rate of Pay}^*}{52.18} \times 4 \times 17.5\% \times \frac{\text{the number of weeks worked}}{48 \text{ weeks}}$$

\* Where the Annual Rate of Pay for a part time Employee is a pro rata amount of the full time annual gross rate, based on the load for which the Employee is engaged.

- 42.1.4 Leave loading for a 'School Assistant in receipt of paid School Holidays' who has been employed for part of the School Year only will be calculated as follows:

$$\frac{\text{Annual Rate of Pay}^*}{52.18} \quad \times \quad 4 \quad \times \quad \frac{17.5\% \text{ of number of working weeks (excluding School Holiday periods)}}{\text{Number of School's term weeks}}$$

\* Where the Annual Rate of Pay for a part time Employee is a pro rata amount of the full time annual gross rate, based on the load for which the Employee is engaged.

**42.2 Payment of leave loading**

The School will pay leave loading with the first salary payment in December of that year or upon termination of employment.

**43. HIGHER DUTIES**

- 43.1 The School may direct that a School Assistant temporarily performs duties applicable to a classification higher than that of such School Assistant.

- 43.2 Where a School Assistant performs such duties for more than one week and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification that School Assistant will be paid the rate of pay applicable to the higher classification for the whole period during which the said duties are performed.

**44 MAKE-UP TIME**

A School Assistant may elect, with the prior consent of the School, to work "make-up time", under which the School Assistant takes time off during the regular hours of work and works those hours at a time or times agreed with the School. The School reserves the right to refuse such a request if it interferes with its operational needs.

**PART 5: DECLARATION**

This Agreement is made at St Kilda, Victoria, on this the 18 day of Oct 2010.

Signed for and on behalf of:

**St Michael's Grammar School  
(ABN 12 006 421 861)**

S Gipson 20/10/10  
S Gipson, Head of the School  
c/o 25 Chapel St, St Kilda, VIC, 3182  
Date

In the presence of

Chaballo 20/10/10  
Name Date

**On behalf of the teachers,  
Early Childhood teachers  
and School Assistants  
employed by St Michael's  
Grammar School**

E Kostraby 22/10/10  
E Kostraby, Chair of the Liaison Committee  
c/o 25 Chapel St, St Kilda, VIC, 3182  
Date

In the presence of

Chaballo 22/10/10  
Name Date