

**PART 1 APPLICATION AND OPERATION OF AGREEMENT**

**1 TITLE**

This Agreement is to be known as The Geelong College (Teachers) Agreement [2009-2012] (the 'Agreement') and is an Employee Collective Agreement made pursuant to section 327 of the *Workplace Relations Act 1996* (Cth.).

**2 ARRANGEMENT**

This Agreement is arranged as follows.

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### **3 COMMENCEMENT DATE AND PERIOD OF OPERATION**

- 3.1 Where the Agreement passes the no-disadvantage test, the Agreement will be operative from the seventh day after the date specified in the notice issued by the Workplace Authority.
- 3.2 The nominal expiry date of the Agreement is 31 December 2012.

### **4 PARTIES BOUND**

This Agreement binds:

- i. the Employer; and
- ii. Teachers, including Permission to Teach Teachers.

### **5 RELATIONSHIP TO AWARD**

This Agreement replaces the Award, which would otherwise apply to the Teachers covered by this Agreement.

### **6 DEFINITIONS**

Act	means the <i>Workplace Relations Act 1996</i> (Cth.)
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Australian Fair Pay and Conditions Standard	means Part 7 (The Australian Fair Pay and Conditions Standard) of the <i>Workplace Relations Act 1996</i> (Cth.)
Award	means the <i>Victorian Independent Schools - Teachers - Award 1998</i> or and any other award applicable to any Teacher

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	immediately prior to the commencement of this Agreement
Basic Periodic Rate of Pay	means the rate of pay from the relevant Australian Pay and Classification Scale for a period worked, as defined by Division 2 of Part 7 (The Australian Fair Pay and Conditions Standard) of the <i>Workplace Relations Act 1996</i> (Cth.)
Casual Teacher	means a Teacher employed pursuant to clause 8 of this Agreement
College	means The Geelong College
Commission	means the Australian Industrial Relations Commission
Council	means The Geelong College Council
Dependent Child	means a natural child, stepchild or adopted child who resides with the Teacher or is financially supported by the Teacher
Employee	means a Teacher employed by the Employer to teach students in the Preparatory to Year 12 educational programme
Employer	means The Geelong College [CAN 005988 205]
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Fixed Term Teacher	means a Teacher employed pursuant to sub clause 8.3 of this Agreement
Full Time Teacher	means a Teacher employed pursuant to sub clause 8.1 of this Agreement.
Head of School	Means a person designated by the Employer with responsibility for the day-to-day management of the Senior or Preparatory School.
Immediate Family	means <ul style="list-style-type: none"> <li>• a spouse (including a former spouse) or a partner (including a former partner) of the Teacher. A partner means a person who lives with the Teacher on a bona fide domestic basis, although not legally married to the Teacher; and</li> <li>• child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Teacher or spouse of the Teacher</li> </ul>
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks' annual leave)
Part Time Teacher	means a Teacher employed pursuant to sub clause 8.2 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and the person <ul style="list-style-type: none"> <li>i. holds an academic degree which does not include an approved course of teacher education and the person</li> </ul>

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	<p>is enrolled in an approved course of teacher education, or</p> <p>ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion.</p> <p>iii. is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or</p> <p>iv. has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (1 July 2007 <i>Permission to Teach Policy</i>)</p>
Principal	means Principal of The Geelong College or any person appointed by the Council to act in his or her stead
Registered Health Practitioner	means persons registered under the <i>Health Professions Registration Act 2005 (Vic.)</i> , which includes Chinese medicine practitioners (acupuncturists, Chinese herbal medicine practitioners and Chinese herbal dispensers), chiropractors, dental care providers (dentists, dental hygienists, dental therapists and dental technicians), medical practitioners, medical radiation technologists (medical imaging technologists, radiation therapy technologists and nuclear medicine technologists), nurses, optometrists, osteopaths, pharmacists, physiotherapists, podiatrists, and psychologists
School Year	<p>means as follows:</p> <ul style="list-style-type: none"> <li>• for teachers employed prior to 1 February 2005, the calendar year;</li> <li>• for teachers employed after 1 February 2005, the twelve months from 1 February to 31 January</li> </ul> <p>Notwithstanding the above, teachers will be required to attend the School for the start of the Academic Year several days prior to 1 February, the number of days being notified in advance by the Principal each year</p>
Teacher	means a person covered by this Agreement who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, Heads of School and the Director of Teaching and Learning
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic.)</i>

### 7 DISPUTE RESOLUTION PROCEDURE

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

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### Step 1

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

### Step 2

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

### Step 3

Where the Employer and the Teacher(s) are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative. Under this approach, the Employer will pay the full cost of the mediation.

### Step 4

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

## **PART 2 EMPLOYMENT RELATIONSHIP**

### **8 MODES OF EMPLOYMENT**

The Employer may employ a Full Time, Part Time, Fixed Term or Casual Teacher. The Employer may direct a Teacher to perform such duties as are within the limits of the Teacher's skill, competence and training.

#### **8.1 Full Time Teachers**

8.1.1 The Employer may engage a Teacher on a full time basis in accordance with this Agreement.

#### **8.2 Part Time Teacher**

8.2.1 The Employer may employ a Teacher on a part time basis in accordance with this Agreement.

8.2.2 Upon engagement and at any other time when a permanent variation occurs, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken by the Part Time Teacher.

8.2.3 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in 8.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be 37 hours per 10 day cycle.

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

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

### 8.3 Fixed Term Teacher

8.3.1 The Employer may employ a Teacher to work on a replacement basis or for a specified period of time on either a full-time or a part-time basis.

8.3.2 A Fixed Term Teacher is entitled to the benefits of this Agreement on a pro rata basis where the Teacher is employed part time or where the Teacher has been employed for a period of less than 12 months.

8.3.3 Subject to clause 9, the termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clause 34.

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

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

### 8.4 Casual Teacher

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

8.4.2 A Casual Teacher is entitled to the rate of pay specified in Schedule 2. This rate of pay includes a loading in lieu of paid leave entitlements.

8.4.3 The Employer will engage a Casual Teacher for no less than 2 hours a day.

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

- notice of termination of employment;
- redundancy;
- remuneration packaging;
- annual leave;
- jury service leave;
- non attendance time;
- leave loading;
- public holidays;
- paid personal leave;
- paid compassionate leave;
- accident make-up pay; and
- paid parental leave.

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- 8.4.5 A Casual Teacher is entitled to unpaid carer's leave and unpaid parental leave, should the Casual Teacher be an Eligible Casual Employee.
- 8.4.6 An Employer may generally not employ a Casual Teacher in such a capacity for more than 15 consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

### **9 QUALIFYING PERIOD**

- 9.1 A Teacher's employment is contingent upon the satisfactory completion of a six month qualifying period.
- 9.1 If the Employer is to terminate the employment of a Teacher during the first six months of the Teacher's employment, the Employer does not need to provide the relevant notice of termination in clause 36 and does not need to comply with clauses 33, 34, and 35, any due process or performance /conduct management policies or procedures in place from time to time.
- 9.2 If the Employer is to terminate the employment of a Teacher within the first six months of the Teacher's employment commencing, then the Teacher is entitled to notice of two weeks, wholly within the one school term, or payment in lieu of notice.
- 9.3 If the Teacher is to resign within the first six months of the Teacher's employment commencing, then the Teacher is required to give the same notice required of the Employer in 9.2 above.

### **10 HOURS OF WORK**

- 10.1 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.
- 10.2 Where a teacher is employed for part only of a school year, averaging will be over the period of employment in that school year.
- 10.2 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 10.3 The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

### **11 HOURS OF DUTY**

- 11.1 The hours of duty of a Full Time teacher shall be from 8.30 a.m. to 4.00 p.m. (Monday to Friday) together with such hours (including time on a weekend) as necessary, in the reasonable opinion of the Principal to carry out the duties assigned to the Teacher by the Principal.
- 11.2 The hours of duty of a Part Time Teacher are such as to satisfy the teaching commitment as described on the College timetable from term to term. Such hours of duty will be pro rata of the additional hours of a Full Time Teacher.

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### 12 DUTIES AND PROFESSIONAL EXPECTATIONS

- 12.1 The duties assigned by the Principal to the Teacher will relate to the education, recreation, discipline and welfare of the students of the College and to the life and administration of the College.
- 12.2 Taking into account the Teacher's skills, qualifications, knowledge and training, the Teacher shall carry out the following duties, which are assigned by the Principal:
- (a) classroom teaching and assessment;
  - (b) participation in the co-curricular program of the College, including sports coaching and assistance on weekdays and Saturdays, in accordance with College policy;
  - (c) participation in parent/teacher programs;
  - (d) participation in the pastoral care program;
  - (e) supervision of students on excursions and camps;
  - (f) supervision of classes in the absence of other Teachers and
  - (g) any other duties reasonably requested of the Teacher and incidental to the duties described in (a) to (f).
- 12.3 The Teacher shall carry out diligently and competently the duties assigned to the Teacher by the Principal from time to time and shall be guided by the College procedures and policies.
- 12.4 The Teacher shall not engage in any employment outside the College which conflicts with the Teacher's employment at the College. Potential conflicts of interest must be discussed with the Principal before engaging in other employment.
- 12.5 A Teacher at the College is expected to:
- (a) abide by and support the College's published policies;
  - (b) engage in appropriate professional development to enhance subject knowledge and pedagogical practice and advance personal, departmental and College priorities;
  - (c) engage in relevant curriculum development; and
  - (d) participate in a staff appraisal process, as required, and strive to meet the agreed professional goals.

### 13 NON ATTENDANCE TIME

- 13.1 A Teacher is not normally required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer. From time to time, a teacher may volunteer to attend school camps, excursions and other school events.
- 13.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 13.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 13.4.
- 13.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula

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

### **PART 3 CLASSIFICATION AND REMUNERATION**

#### **14 CLASSIFICATIONS AND SALARY**

- 14.1 Schedule 1 sets out the classification structure/s and relevant progression arrangements.
- 14.2 Schedule 2 sets out the rates of pay.
- 14.3 To the extent necessary, the Employer and the Teacher agree that the guarantee of the Basic Periodic Rate of Pay may be satisfied over a period of 12 months and includes the rates of pay in Schedule 2.
- 14.4 The rate of pay specified in Schedule 2 is in compensation for all hours worked under this Agreement.

#### **15 REMUNERATION PACKAGING**

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

#### **16 SUPERANNUATION**

The Employer currently makes an employer superannuation contribution of a minimum of nine (9) per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Teacher, excluding a fund where the Employer is required to become a participating employer. Should the Teacher not nominate a complying superannuation fund for this purpose, the contribution will be made to the School's default fund.

#### **17 PAYMENT ARRANGEMENTS**

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

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### 18 MEAL ALLOWANCE

The Employer will supply a Teacher with a meal should the Employer require a Teacher to remain at school continuously until after 7 p.m. on any day.

### 19 WITHHOLDING OF MONIES

- 19.1 Subject to 19.2, in the event that a Teacher does not provide the full notice required by clause 9 or 36, as appropriate, the Employer is entitled to withhold from any monies owing to the Teacher an amount equal to the remuneration that the Teacher would have earned for the number of weeks or days of the notice period that the Teacher did not work.
- 19.2 Subclause 19.1 does not entitle the Employer to withhold any monies owing to a Teacher to the extent to which it would result in the Employer failing to comply with the Australian Fair Pay and Conditions Standard under the Act.
- 19.3 For the avoidance of doubt, the Employer is entitled to withhold monies owing to a Teacher from sources including (but not limited to) the following:
- i. unpaid salary or wages to the extent to which such entitlements exceed the Teacher's Basic Periodic Rate of Pay;
  - ii. any entitlement to a pro rata payment for long service leave on termination of employment (notwithstanding any inconsistent provision of the *Long Service Leave Act 1992 (Vic)*); and
  - iii. any amounts owing to the Teacher for an unpaid bonus or allowance.
- 19.4 For the purpose of this clause, the Employer and the Teacher agree that the Basic Periodic Rate of Pay may be satisfied over a period of 12 months.

## PART 4 LEAVE AND OTHER ABSENCES

### 20 ANNUAL LEAVE

- 20.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7) of the Act, except where more favourable terms are provided in this Agreement.
- 20.2 This clause does not reproduce Division 4 of Part 7 of the Act in full.
- 20.3 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 20.4 A Teacher must take annual leave during the shut down period following the end of Term 4. The shut down period may differ for individual Teachers, depending on work commitments and activities. The shut down period is defined as a period where the Employer shuts down the business, or any part of the business, in which the Teacher works.
- 20.5 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.
- 20.6 A Teacher will take all accrued annual leave during the shut down period.

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### 21 PERSONAL LEAVE

21.1 Personal leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 5 of Part 7) of the Act, except where more favourable terms are provided in this Agreement.

21.2 This clause does not reproduce Division 5 of Part 7 of the Act in full.

### 22 ENTITLEMENT

22.3.1 A Teacher is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.

22.3.2 For a Full Time Teacher, the sick leave entitlement equates to 15 days per year of service. A Part Time Teacher is entitled to paid sick leave on a pro rata basis based on specified hours in clause 10.

22.3.3 Paid sick leave is available to a Teacher only in the case of the Teacher's personal illness or injury.

22.3.4 Paid carer's leave is taken by the Teacher to provide care or support to a member of the Teacher's Immediate Family or a member of the Teacher's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A maximum of 10 days of paid carer's leave may be taken per year of service. A Part Time Teacher is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 10. Carer's leave, if not used in any year, does not accrue as a separate entitlement.

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

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

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

22.3.8 Teacher must notify the Employer of the Teacher's absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of a personal illness or injury or to provide care or support to a member of the Teacher's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

22.3.9 A Teacher is entitled to sick leave provided that the Teacher provides a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer:

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

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### **23 COMPASSIONATE LEAVE**

23.1 Compassionate leave is in accordance with the Australian Fair Pay and Conditions Standard (Subdivision E of Division 5 of Part 7) of the Act, except where more favourable terms are provided in this Agreement.

23.2 This clause does not reproduce Subdivision E of Division 5 of Part 7 of the Act in full.

#### **23.3 Entitlement**

23.3.1 A Teacher may take three (3) days' paid leave per occasion when a member of the Teacher's Immediate Family or household dies.

23.3.2 A Teacher may take two (2) days' paid leave per occasion when the Teacher's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

23.3.3 This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Teacher.

23.3.4 The Teacher is entitled to compassionate leave only if the Teacher gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

### **24 INFECTIOUS DISEASES LEAVE**

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

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

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

### **25 UNPAID PARENTAL LEAVE**

Unpaid parental leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 6 of Part 7) of the Act, except where more favourable terms are provided in Schedule 3 to this Agreement. Schedule 3 does not reproduce Division 6 of Part 7 of the Act in full.

### **26 PAID PARENTAL LEAVE**

26.1 A Teacher who has completed at least one year's continuous service with the Employer as at the date of proceeding upon ordinary maternity leave in accordance

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with Appendix 3 to of this Agreement is entitled to be paid at the Teacher's classified salary for up to the first 12 weeks of parental leave.

- 26.2 To be entitled to a second or subsequent period of paid maternity leave, a Teacher must return to work at the College after the period of preceding maternity leave for period of at least 12 months.
- 26.3 A Teacher who has completed at least 12 months' continuous service with the Employer as at the date of proceeding on short paternity leave in accordance with Schedule 3 to this Agreement is entitled to be paid at the Teacher's classified salary for up to five days.
- 26.4 Paid parental leave taken by the Teacher will accrue annual leave and personal leave entitlements in accordance with clauses 20 and 21 of this Agreement.
- 26.5 Paid parental leave does not count as a period of employment for the purpose of long service leave. This provision has the express effect of overriding the *Long Service Leave Act 1992 (Vic.)*.

## 27 LONG SERVICE LEAVE

### 27.1 Entitlement

- 27.1.1 A Teacher is entitled to long service leave. The *Long Service Leave Act 1992 (Vic.)*, as amended from time to time, specifies the entitlement. This Agreement will prevail over the Act in the event of any inconsistency.
- 27.1.2 A Teacher is entitled to long service leave of thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980 and to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing after 1 January 1980. From this date, a Teacher is entitled to an additional six and a half (6½) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.
- 27.1.3 Accrued long service leave will be paid in lieu where a Teacher's employment is terminated after seven (7) years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act 1992 (Vic.)*.
- 27.1.4 A Teacher, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Teacher's normal salary (including allowances at the appropriate rate).
- 27.1.5 A Teacher, whose time fraction has varied during service, is paid salary at the proportionate rate, which is calculated by averaging the time fractions over the period of service.

### 27.2 Taking Long Service Leave

- 27.2.1 Upon the completion of eight years' continuous employment, a Teacher is entitled to take 10.4 weeks' long service leave.
- 27.2.2 Where a Teacher takes long service leave upon the completion of eight years' continuous employment, the Teacher will be entitled to take 9.1 weeks' long service leave upon the completion of each additional seven years of continuous employment.
- 27.2.3 The entitlement under 27.2.1 and 27.2.2 shall be taken at a time mutually acceptable to the Teacher and the Principal. Should agreement not be reached, the Principal at

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his/her discretion may fix the time when the leave is to be taken, provided the Principal provides the Teacher with not less than 12 months' notice in writing, following the completion of 10 years of continuous employment.

27.2.4 Leave shall normally be taken in periods of complete school terms. Leave may be available for shorter periods for particular reasons at the discretion of the Principal.

27.2.5 Long service leave does not include public holidays or annual leave but does include other days of leave determined by the College.

### 27.3 Illness on Long Service Leave

27.3.1 Subject to the requirements of 26.3.2, a Teacher, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave reaccredited to the Teacher. The Principal may require the Teacher to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Teacher.

27.3.2 The Teacher's application under 27.3.1:

- i. must be received by the Employer during the period of illness or injury unless there are exceptional circumstances;
- ii. must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- iii. must indicate whether the Teacher wishes to extend the long service leave by the period of the illness or injury or whether the Teacher will return from long service leave as planned with the period of illness or injury increasing the Teacher's accrued long service leave entitlement.

## 28 LEAVE WITHOUT PAY

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

## 29 PUBLIC HOLIDAYS

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

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day.
- a day in lieu of Melbourne Cup Day.

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

29.3 In exceptional circumstances, the Employer may substitute another day for any prescribed in 29.1.

29.4 By agreement between the Employer and the majority of Teachers, an alternative

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day may be taken as the public holiday in lieu of any of the specified days.

- 29.5 The Employer and a Teacher may agree to the Teacher taking another day as the public holiday in lieu of the specified day.
- 29.6 An agreement made in accordance with 29.4 or 29.5 must be recorded in writing and made available to every affected Teacher. Any such agreement must be recorded in the time and wages records kept by the Employer.

### **30 JURY SERVICE LEAVE**

- 30.1 A Teacher 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 A Teacher must notify the Employer as soon as possible of the date upon which the Teacher is required to attend for jury service.
- 30.3 A Teacher 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.
- 30.4 The Teacher 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.
- 30.5 Subject to 30.3 of this clause, an Employer will reimburse a Teacher granted leave pursuant to 30.1, an amount equal to the difference between the amount paid in respect of the Teacher's attendance for such jury service and the amount of salary the Teacher would have received had the Teacher not been on jury service.

### **31 EXAMINATION LEAVE**

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

### **32 QUALIFICATION CONFERRAL LEAVE**

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

### **33 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY**

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

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- i. annual leave; or
  - ii. paid personal/carer's leave; and
- (b) the Teacher is not entitled to any payment or benefit in respect of any Non Attendance Time which falls during the period that the Teacher is in receipt of weekly payments under the *Accident Compensation Act 1985 (Vic.)*.
- 33.3 In the event that a Teacher, who is in receipt of weekly compensation payments pursuant to the *Accident Compensation Act 1985 (Vic.)*, has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Teacher will take the accrued annual leave entitlement.
- 33.4 For the purposes of 33.3, the period of annual leave will not reduce the Teacher's entitlement to such compensation payments or to accident make-up pay, if applicable.
- 33.5 Where a Teacher returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *Accident Compensation Act 1985 (Vic.)*, and where the Teacher is entitled to annual leave at the part time rate of pay, the Teacher will remain entitled to be paid the weekly compensation payments in accordance with the Act.

## **PART 5 TERMINATION OF EMPLOYMENT AND RELATED MATTERS**

### **34 PERFORMANCE MANAGEMENT**

- 34.1 If the Principal is dissatisfied with the performance of the Teacher in carrying out the Teacher's duties, the Principal will appraise the Teacher's performance.
- 34.2 The Principal will advise the Teacher by notice in writing of:
- (a) the reasons for the dissatisfaction;
  - (b) the standard of performance required;
  - (c) the means by which the appraisal will be conducted;
  - (d) the assistance available from the College to assist the Teacher in achieving the required performance; and
  - (e) the date on which the appraisal will be completed.
- 34.3 After the notice in 34.2 is given, the Principal and the Head of School will meet with the Teacher for the purpose of considering the matters referred to in the notice at which meeting the Teacher may have a support person present.

### **35 PERFORMANCE EVALUATION**

- 35.1 After the date on which the appraisal of the Teacher is completed pursuant to clause 34 if the Principal is still dissatisfied with the manner in which the Teacher has carried out or is carrying out his or her duties or with his or her capacity to carry out those duties, the Principal may in his or her discretion determine that the performance of the Teacher must undergo a full evaluation.
- 35.2 Before commencing this evaluation, the Principal must advise the Teacher by notice in writing of:
- (a) the reasons why the evaluation is considered necessary;
  - (b) the method by which the evaluation will be conducted;
  - (c) the objectives of the evaluation;
  - (d) the date on which the evaluation will be completed; and

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- (e) the consequences of an unsatisfactory outcome for the Teacher from the evaluation.

- 35.3 After the notice in 34.2 is given but before the evaluation is commenced, the Principal and the Head of School will meet with the Teacher for the purpose of considering the matters referred to in the notice at which meeting the Teacher may have a support person present.
- 35.4 The Teacher or a support person on his or her behalf may make written or oral submissions at any time during the period of the evaluation.
- 35.5 During the period of this evaluation, assistance from the College will continue to be made available to the Teacher to assist him or her in achieving the required performance.
- 35.6 Subject to clause 36, the Employer may terminate the employment of the Teacher if the Principal continues to be dissatisfied with the manner in which the Teacher is carrying out his or her duties or the capacity of the Teacher to carry out his or her duties.

### **36 CONDUCT MANAGEMENT**

- 36.1 Subject to clause 9, where the Employer is considering termination of employment for reasons related to a Teacher's conduct, the Employer will implement the procedure in 35.2 and 35.3.
- 36.2 The Employer will advise the Teacher of:
- the Employer's concern with the Teacher's conduct;
  - the time, date and place of the meeting to discuss the Teacher's conduct;
  - the Teacher's right to be accompanied by a nominee of the Teacher's choice at any meeting scheduled to discuss the Teacher's conduct;
  - the Employer's right to terminate the Teacher's employment should the Employer's concerns not be resolved.
- 36.3 The formal conduct management meeting(s) will:
- include discussion of the Employer's concern with the Teacher's conduct;
  - give the Teacher an opportunity to respond to the Employer's concerns unless the Employer could not reasonably have been expected to provide the Teacher with that opportunity.
- 36.4 The Employer reserves the right to vary the procedure in 35.2 and 35.3 where it is possible that the Teacher is guilty of serious misconduct.
- 36.5 Concerns with a Teacher's conduct may be resolved by:
- summary dismissal, where the Teacher is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
  - issuing the Teacher with a warning or a final warning in writing;
  - terminating the employment of the Teacher with the provision of notice in accordance with clause 36; or
  - other action, appropriate to the situation.

### **37 NOTICE OF TERMINATION**

- 37.1 Where the Employer wishes to terminate the employment of a Teacher serving a qualifying period pursuant to clause 9, or a Teacher wishes to resign during a

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qualifying period, the period of notice is specified by clause 9.

- 37.2 Subject to clause 9 and subclause 36.3, where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 37.3 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to Appendix 3 to this Agreement that the Teacher being replaced wishes to return from parental leave.
- 37.4 Payment in lieu is calculated by taking the amount of salary in Schedule 2 that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 37.5 Subject to clause 9, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 37.6 The notice period in this clause and in clause 9 do not apply where the Teacher is found guilty of serious misconduct.

### **38 REDUNDANCY**

#### **38.1 Definition**

Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job that the Teacher has been doing done by anyone and that decision leads to the termination of employment of the Teacher, except where this is due to the ordinary and customary turnover of labour.

#### **38.2 Redundancy Disputes**

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

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

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

#### **38.3 Transfer To Lower Paid Duties**

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

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### 38.4 Severance Pay

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

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	12 weeks' pay
7 years and less than 8 years	14 weeks' pay
8 years and less than 9 years	16 weeks' pay
9 years and less than 10 years	18 weeks' pay
10 years and less than 11 years	20 weeks' pay
11 years and less than 12 years	22 weeks' pay
12 years but less than 13 years	24 weeks' pay
13 years and over	26 weeks' pay

\*Week's pay means the ordinary time rate of pay for the Teacher concerned

For the purposes of this clause **continuous service** will be calculated to include the period of notice and all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer.

### 38.5 Leaving During Notice

A Teacher, whose employment is terminated for reasons of redundancy, may terminate the Teacher's employment during the period of notice and, if so, will be entitled to the same benefits and payments under subclause 37.4 had the Teacher remained with the Employer until the expiry of such notice. In such circumstances the Teacher will not be entitled to payment in lieu of notice.

### 38.6 Alternative Employment

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

### 38.7 Available Services

38.7.1 Upon a Teacher being declared redundant, the Employer shall provide to the Teacher:

- (a) a course of outplacement counselling with a reputable outplacement consultant;
- (b) personal counselling to a maximum of three visits; and/or
- (c) financial advice from a professional and independent financial adviser to a maximum of three visits.

38.7.2 The Teacher may nominate the counsellor, outplacement consultant or financial adviser.

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38.7.3 The maximum amount payable by the College in respect of 37.7.1 is \$1,500 (indexed to CPI).

### 38.8 Time Off During Notice Period

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

## PART 6 OTHER PROVISIONS

### 39 BREAKAGE AND LOSS

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

### 40 PROTECTIVE CLOTHING

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

### 41 TUITION FEES

The tuition fee payable by the teacher for a dependent child enrolled at the College shall be determined by the Council from time to time but shall not, without the agreement of the Full Time Teacher, be more than 50 per cent of the published schedule of fees (or 40 per cent if the Teacher was employed prior to 1998). A Part Time Teacher will be entitled to a pro rata remission of fees.

## SCHEDULE 1 – CLASSIFICATION STRUCTURE

### **1.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching**

- 1.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and progress to Level 13 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- 1.1.2 A Teacher, who has a 3-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to 1.1.3 and progress to Level 12 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- 1.1.3 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

### **1.2 Permission to Teach Teachers with the Victorian Institute of Teaching**

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

### **1.3 Positions of Responsibility**

- 1.3.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Employer.
- 1.3.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.
- 1.3.3 The Principal determines who is eligible for the rate of pay.
- 1.3.4 The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid. From time to time, such a Teacher may volunteer to attend school camps, excursions and other school events.
- 1.3.5 The Principal will advise the Teacher of the level to which the position equates in accordance with 1.3.4.

## SCHEDULE 2 – RATES OF PAY

### 2.1 Annual Salary

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

First pay period commencing on or after 01/01/2009.

#### Level

4/1	\$ 56,772
4/2	\$ 57,822
4/3	\$ 57,822
4/4	\$ 59,470
4/5	\$ 62,909
4/6	\$ 64,701
4/7	\$ 66,547
4/8	\$ 68,443
4/9	\$ 70,394
4/10	\$ 72,923
4/11	\$ 75,189
4/12	\$ 77,519
4/13	\$ 81,415

### 2.2 Weekly Salary

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

### 2.3 Annual Leave Loading

The annual salary in 2.1 includes annual leave loading, which is calculated as 1.346 per cent of the annual rate of pay.

### 2.4 Casual Rate of Pay

The daily rate of pay for a Casual Teacher will be \$227.10.

There will be:

- a minimum engagement of two hours;
- a maximum daily rate once 6 hours are reached.

### 2.5 Positions of Responsibility Rates of Pay

The following rates of pay apply to a position of responsibility (where more than one position is available):

#### Senior School

Heads of Boarding	\$10,302
Heads of Department	\$ 6,180/\$7,211
Heads of House	\$ 8,241
Head of Boys/Girls Sport	\$ 5,013
E-learning leaders	\$ 2,200 (plus internet allowance)

#### Preparatory School

Subject Coordinators (Sec.)	\$ 4,123
Subject Coordinators (Prim.)	\$ 2,568
Area Leaders	\$ 4,950
Team Leaders	\$ 3,713

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House Coordinator	\$ 1,751
E-learning leaders	\$ 2,200 (plus internet allowance)

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

## SCHEDULE 3 – UNPAID PARENTAL LEAVE

### 3.1 Relationship with Act

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

### 3.2 Application

3.2.1 Parental leave applies to a Teacher, other than a Casual Teacher, unless the Casual Teacher is an eligible casual employee.

3.2.2 The Employer must not fail to re-engage a Casual Teacher, who is an eligible casual employee, because:

- (a) the Casual Teacher or the Casual Teacher's spouse is pregnant; or
- (b) the Casual Teacher is or has been immediately absent on parental leave.

3.2.3 The rights of the Employer in relation to engagement and re-engagement of a Casual Teacher are not affected, other than in accordance with this clause.

### 3.3 Definitions

3.3.1 For the purposes of this clause, **child** means a child of the Teacher under the age of five years or under school age, whichever applies first. Except that for the purposes of adoption, a **child** is an **eligible child** and means a person under the age of five years or under school age, whichever applies first, who is placed with the Teacher, other than a child or step-child of the Teacher or of the spouse of the Teacher or a child who has previously lived continuously with the Teacher for a period of six months or more.

3.3.2 For the purposes of this clause, an **eligible casual employee** means a Casual Teacher:

- (a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- (b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

3.3.3 For the purposes of this clause, **continuous service** means service with the Employer as a Teacher during the whole of the period, including any period of authorised leave. For an eligible casual employee, **continuous service** means a period during which the eligible casual employee was engaged on a regular and systematic basis by the Employer and during the casual period, the Teacher had a reasonable expectation of continuing employment by the Employer.

3.3.4 A **spouse** includes a former spouse, a partner and a former partner.

### 3.4 Basic Entitlement

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

- up to 52 weeks of unpaid ordinary maternity leave to be the primary care-giver of the child;

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

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

### 3.5 Additional Long Parental Leave

3.5.1 Subject to 3.5.2, a Teacher entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Teacher to extend the period of long unpaid parental leave provided for in the Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Teacher in reconciling work and parental responsibilities

3.5.2 An application under 3.5.1 may be made at any time from the time of the application for the period of long unpaid parental leave provided by the Act but must be made not less than ten (10) weeks prior to the date upon which the Teacher is due to return to work from parental leave.

3.5.3 The Employer shall consider any request made pursuant to 3.5.1 having regard to the Teacher's circumstances and, provided the request is genuinely based on the Teacher's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

3.5.4 A Teacher's request and the Employer's decision made pursuant to 25.5.1 must be recorded in writing.

### 3.6 Ordinary Maternity Leave

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

- (a) must provide notice in writing to the Employer of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Teacher is pregnant). The Teacher must give the medical certificate to the Employer no later than ten (10) weeks before the expected date of birth (as stated in the certificate).
- (b) must provide notice in writing to the Employer of the date on which the Teacher proposes to commence maternity leave and the period of leave to be taken. This notice must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.

3.6.2 When the Teacher gives notice under 3.6.1(b), the Teacher must also provide a statutory declaration stating the following:

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

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- (3.6.2) A Teacher will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason
- 3.6.3 Subject to clause 3.4.1 hereof and unless agreed otherwise between the Employer and the Teacher, a Teacher may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.
- 3.6.4 Where a Teacher continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Teacher to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.
- 3.6.5 The Employer may require the Teacher to start a continuous period of leave as soon as reasonably practicable if the Teacher does not give the Employer the medical certificate pursuant to 3.6.5 within seven days after the request or where the Teacher gives the Employer a medical certificate stating that the Teacher is unfit to work.
- 3.6.6 Where the Teacher elects to return to work within six weeks after the birth of the child, the Teacher may require the Teacher to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.
- 3.7 Special Maternity Leave**
- 3.7.1 Where the pregnancy of a Teacher not then on maternity leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Teacher may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 3.7.2 Where a Teacher is suffering from an illness not related to the direct consequences of the confinement, a Teacher may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 3.7.3 Where a Teacher not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 52 weeks.
- 3.7.4 Where leave is granted under clause 3.6.3, during the period of leave a Teacher may return to work at any time, as agreed between the Employer and the Teacher provided that time does not exceed four weeks from the recommencement date desired by the Teacher.
- 3.7.5 A period of special maternity leave must end before the Teacher starts any continuous period of leave including (or constituted by) ordinary maternity leave.
- 3.7.6 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a medical practitioner stating that the Teacher is pregnant, the expected date of birth, and that the Teacher is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.
- 3.7.7 An application for special maternity leave required because of the end of the Teacher's pregnancy otherwise than by the birth of a living child must be accompanied by:
- (a) a medical certificate from a medical practitioner containing the following statements:

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- that the Teacher was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
  - what the expected date of birth would have been if the pregnancy had gone to full term;
  - that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
  - that the Teacher is, was, or will be unfit for work during a stated period.
- (b) a statutory declaration made by the Teacher containing the following statements:
- that the Teacher was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
  - the first and last days of the period (or periods) of any other authorised leave taken by the Teacher because of a pregnancy-related illness or the end of the pregnancy; and
  - that the Teacher will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.
- 3.7.8 The application, medical certificate and statutory declaration (if required) must be given to the Employer before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.
- 3.7.9 A Teacher will not be in breach of this clause if the Teacher could not comply with the documentation requirements because of circumstances beyond her control.
- 3.7.10 A Teacher is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the Employer.
- 3.8 Paternity Leave**
- 3.8.1 A Teacher must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of short paternity leave. The Teacher:
- (a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than 10 weeks before the date stated in the certificate; or
  - (b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states that the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably practicable for the Teacher to comply with 3.8.1(a) because of the premature birth of the child or any other compelling reason; and
  - (c) must provide to the Employer a written application for short paternity leave stating the first and last days of the period of short paternity leave, with the application given to the Employer as soon as reasonably practicable on or after the first day of the period of leave.
- 3.8.2 A Teacher must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of long paternity leave. The

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

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

3.8.3 The Teacher will not be in breach of 3.8.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

### 3.9 Adoption Leave

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

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

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

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

3.9.4 A notice under 3.9.1, 3.9.2 or 3.9.3 must be given to the Teacher's Employer as soon as reasonably practicable where the Teacher cannot comply due to the day that the placement is expected to start or any other compelling reason.

3.9.5 A Teacher must provide a written application to his or her Employer for short adoption leave, stating the first and last dates of the period no later than 14 days before the proposed day of placement of the child. If the Teacher cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Teacher must provide the application as soon as reasonably practicable before the first day of short adoption leave.

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

3.9.7 The Teacher must also give his or her Employer the following documents:

- (a) a statement from the adoption agency of the day when the placement is expected to start, and

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

### 3.9.8 A Teacher may take:

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

### 3.9.9 Where the placement of a child for adoption with a Teacher

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

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

## 3.10 Parental Leave And Other Entitlements

A Teacher may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Teacher has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 3.5.

## 3.11 Transfer To A Safe Job

### 3.11.1 Subject to 3.11.2 and 3.11.3, where a Teacher is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Teacher make it inadvisable for the Teacher to continue at her present work, the Teacher will, if the Employer 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.

### 3.11.2 This subclause applies to a Teacher if:

- (a) the Teacher is entitled to ordinary maternity leave; and
- (b) the Teacher has already complied with the documentation requirements under 3.6; and

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- (c) the Teacher gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Teacher is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
    - (i) illness, or risks, arising out of her pregnancy; or
    - (ii) hazards connected with that position.
- 3.11.3 If the Employer does not think it to be reasonably practicable to transfer the Teacher to a safe job:
- (a) the Teacher may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 3.11.4(b); or
  - (b) the Employer may require the Teacher to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 3.11.4(b).
- 3.11.4 If the Teacher takes paid leave under 3.11.3:
- (a) the entitlement to leave is in addition to any other leave entitlement she has; and
  - (b) the period of leave ends at the earliest of whichever of the following times is applicable:
    - (i) the end of the period stated in the medical certificate;
    - (ii) if the Teacher's pregnancy results in the birth of a living child – the end of the day before the date of birth;
    - (iii) if the Teacher's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.
- 3.11.5 Variation of period of ordinary maternity leave, long paternity leave or long adoption leave
- 3.11.6 Subject to the relevant provisions of the Act, where a Teacher has commenced a period of long parental leave of up to 12 months, the Teacher:
- (a) may extend the period of ordinary maternity leave, long paternity leave or long adoption leave once by giving the Employer 14 days' written notice before the end of the period stating the period by which the leave is extended; and
  - (b) may further extend the period of ordinary maternity leave, long paternity leave or long adoption leave by agreement with the Employer.
- 3.11.7 Subject to the relevant provisions of the Act, the period of ordinary maternity leave, long paternity to leave or long adoption leave may be shortened by written agreement between the Employer and the Teacher.
- 3.11.8 To avoid doubt, this subclause does not apply to the right to request provision in 3.5.
- 3.12 Returning To Work After A Period Of Parental Leave**
- 3.12.1 A Teacher will notify the Employer of the Teacher's intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.
- 3.12.2 A Teacher will be entitled to the position which the Teacher held immediately before proceeding on parental leave. In the case of a Teacher transferred to a safe job pursuant to subclause 3.11, the Teacher will be entitled to return to the position the Teacher held immediately before such transfer. A Part Time Teacher will be entitled to the same time fraction.

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

3.12.4 For the purposes of this clause, **position** includes a position of responsibility for a Teacher but does not necessarily include the same classes and/or subjects.

### 3.13 Replacement Teachers

3.13.1 A replacement Teacher is a Teacher specifically engaged or temporarily promoted or transferred, as a result of a Teacher proceeding on parental leave.

3.13.2 Before an Employer engages a replacement Teacher, the Employer must inform that person of the temporary nature of the employment and of the rights of the Teacher who is being replaced.