

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Westbourne Grammar School Collective Agreement 2008 – 2010 (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.

Clause Title	Part Number	Clause Number
Accident Make-Up Pay and Workers' Compensation Payments	2	33
Annual Leave – School Assistants	4	42
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Classifications and Salaries – Teachers	3	35
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Hours of Work – Teachers	3	36
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Schedule Title	Schedule Number	
Teachers		
Classification Structure (Teachers)	1A	
Salaries (Teachers)	1B	
Positions of Responsibility Structure (Teachers)	1C	
Positions of Responsibility Rates of Pay (Teachers)	1D	
School Assistants		
Classification Structure (School Assistants)	2A	
Salaries (School Assistants with Annual Leave)	2B	
Salaries (School Assistants with School Holidays)	2C	

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 This Agreement will be effective from 1 January 2008.

3.2 The nominal expiry date of the Agreement is 31 December 2010.

4 PARTIES BOUND

4.1 This Agreement binds:

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

4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Part 3 and 4 of this Agreement applies to Teachers and School Assistants, respectively.

5 RELATIONSHIP TO AWARDS

This Agreement fully excludes all Award conditions, including all Protected Award Conditions.

6 DEFINITIONS

Act	means the <i>Workplace Relations Act 1996</i> (Cth.) or its successor
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Award	means the following: <ul style="list-style-type: none"> • <i>Victorian Independent Schools - Teachers - Award 1998</i>, • <i>Victorian Independent Schools - School Assistants - Award 1998</i>, and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Casual Employee	means an Employee employed pursuant to clause 9 of this Agreement
Commission	means the Australian Industrial Relations Commission
Employee	means a person covered by this Agreement
Employer	means Westbourne Grammar School Limited [ACN 004 363 035]
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 Employee	means an Employee employed pursuant to clause 9 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 9 of this Agreement
Immediate Family	means <ul style="list-style-type: none"> • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the Employee; and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less four (4) weeks' annual leave)
Part Time	means an Employee employed pursuant to clause 9 of this

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Employee	Agreement
Permission to Teach Teacher	<p>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</p> <ul style="list-style-type: none"> i. holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or iii. is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or iv. has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (1 July 2007 <i>Permission to Teach Policy</i>)
Principal	<p>means the person holding the office of Principal or the person designated as 'Acting' by the Board of Westbourne Grammar School Limited or the person to whom the Principal has explicitly delegated his authority</p>
Protected Award Conditions	<p>means the terms of an Award, as in force from time to time, to the extent that those terms are about any of the following matters:</p> <ul style="list-style-type: none"> i. rest breaks; ii. incentive-based payments; iii. annual leave loadings; iv. observance days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days; v. days to be substituted for, or a procedure for substituting, days referred to above; vi. monetary allowances for: <ul style="list-style-type: none"> a. expenses incurred in the course of employment; or b. responsibilities or skills that are not taken into account in rates of pay for employees; or c. disabilities associated with the performance of particular tasks or work in particular conditions or locations vii. loadings for working overtime or for shift work; viii. penalty rates; and ix. any other matter specified as a protected award condition in the <i>Workplace Relations Regulations 2006</i> (Cth.),

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	including terms that are incidental to any of the above matters or machinery provisions in respect of any of the above matters
Registered Health Practitioner	<p>means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under Victorian legislation, as amended from time to time, and include (at the commencement date of this Agreement):</p> <ul style="list-style-type: none"> ▪ 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 ▪ psychologists
School	means the Principal, Council or Committee with authority to act on behalf of Westbourne Grammar School Limited [ACN 004 363 035] trading as Westbourne Grammar School
School Assistant	means a person who is ancillary to the process of teaching and includes audiovisual assistants, audiovisual technicians, audiovisual coordinators, integration aides, laboratory assistants, laboratory technicians, laboratory manager, library assistants, library technicians, science and technology workshop supervisor, school marshals, school counsellors and teacher aides,
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools.
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) 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, by whatever name called
Teaching Week	means a week that occurs within the Westbourne Grammar School published school dates for students

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 Employee ('the parties') as parties to this agreement, except matters relating to the actual or threatened termination of employment of the Employee, the parties will undertake the following steps:

Step 1

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

Step 2

Where a grievance is not resolved by Step 1, the Employer or the Employee(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 Employee(s) are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative.

Step 4

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

8 ANTI-DISCRIMINATION

8.1 It is the intention of the parties to this Agreement to achieve the principal object in section 3(m) of the *Workplace Relations Act* 1996 (Cth.) through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

8.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the parties must make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.

8.3 Nothing in this clause is taken to affect:

8.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation.

8.3.2 an Employee, or the Employer pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

9 MODES OF EMPLOYMENT

9.1 Introduction

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

9.2 Full Time Employees

- 9.2.1 The Employer may engage an Employee on a full time basis in accordance with this Agreement.

9.3 Part Time Employee

- 9.3.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.
- 9.3.2 A Part Time Employee is employed to work on a regular basis any number of hours up to but not exceeding 38 hours per week or an average of 38 hours per week.
- 9.3.3 A Part Time Employee is entitled to the benefits applicable to a Full Time Employee on a pro rata basis.
- 9.3.4 The Employer will set out in writing the part time hours required upon the engagement of the Part Time Employee and at any other time when a permanent variation occurs.
- 9.3.5 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 based upon the specified hours in clause 8.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be 18 hours secondary and 23 hours primary.

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

9.4 Fixed Term Employee

- 9.4.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:
- to replace one or more Employees who are on leave;
 - to undertake a specified project for which funding has been made available;
 - to undertake a specified task which has a limited period of operation;
 - to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year; and
 - to replace an Employee who provided notice of termination of employment after the commencement of Term 4. The period of the appointment must not exceed the end of the following School Year.
- 9.4.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- 9.4.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:

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

9.4.4 Subject to clause 11 (Qualifying Period), the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 36 (Teachers) and 37 (School Assistants).

9.4.5 A Fixed Term Employee 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; and
- redundancy.

9.5 Casual Employee

9.5.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

9.5.2 A Casual Employee is entitled to the rate of pay specified in Schedule 1B and Schedule 2C. This rate of pay includes a loading in lieu of paid leave entitlements.

9.5.3 The Employer will engage a Casual Teacher, for up to a day, provided that the minimum engagement will not be less than two hours on any day.

9.5.4 A Casual Employee 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
- school holidays
- non attendance time
- leave loading
- public holidays
- paid personal leave
- paid compassionate leave
- accident make-up pay

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

9.5.6 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

9.5.7 An Employer must not employ a Casual School Assistant, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which does not involve the performance of a regular number of hours per week or over the averaging period.

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

10 TERMS OF APPOINTMENT

10.1 Letter of Appointment

Upon engagement, the Employer will provide an Employee (other than a Casual Employee) with a letter of appointment.

10.2 Statement of Service

Upon termination of employment, the Employee may request a statement of service. Upon receipt of an Employee's request, the Employer will provide the Employee with a statement of service specifying:

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

11 QUALIFYING PERIOD

11.1 An Employee's employment is contingent upon the satisfactory completion of a six month qualifying period.

11.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 39 (Notice of Termination - Teachers) or 44 (Notice of Termination - School Assistants) and does not need to comply with clause 29 (Performance and Conduct Management Procedures), any due process or performance management policies or procedures in place from time to time.

11.3 If the Employer terminates the employment of the Employee within the first six months of the Employee's employment commencing, then the Employer is required to provide two (2) weeks' written notice or payment in lieu of notice. Outside the six month qualifying period, the notice of termination provisions specified in clauses 39 (Notice of Termination - Teachers) and 44 (Notice of Termination - School Assistants) will apply

11.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 11.3 above.

12 PAYMENT ARRANGEMENTS

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

13 REMUNERATION PACKAGING

13.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.

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

14 SUPERANNUATION

- 14.1 The Employer currently makes an employer superannuation contribution equivalent to ten (10) per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, which must not require the Employer to become a participating employer, the contribution will be made to the Victorian Independent Schools Superannuation Fund ('VISSF') or its successor.
- 14.2 An Employee employed before 1 October 2000 has either a Defined Benefit Fund or Accumulation Fund, as agreed on 1 February 2001.
- 14.3 An Employee employed after 1 October 2000 has an Accumulation Fund, with an employer superannuation contribution of ten (10) per cent of ordinary time earnings, in accordance with 14.1.

15 WITHHOLDING OF MONIES

- 15.1.1 Subject to 15.1.1 and 15.1.3, in the event that an Employee does not provide the full notice required by clause 11 (Qualifying Period) or clause 39 (Notice of Termination - Teachers) or clause 44 (Notice of Termination - School Assistants), the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.
- 15.1.2 Paragraph 15.1.1 does not entitle the Employer to withhold any monies owing to an Employee 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.
- 15.1.3 For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee from sources including (but not limited to) the following:
- i. unpaid salary or wages to the extent to which such entitlements exceed the Employee's basic periodic rate of pay;
 - ii. for School Assistants entitled to School Holidays pursuant to clause 43, a payment for School Holidays;
 - iii. any entitlement to a pro rata payment for long service on termination of employment (notwithstanding any inconsistent provision of the *Long Service Leave Act 1992 (Vic)*); and
 - iv. any amounts owing to the Employee for an unpaid bonus or allowance.
- 15.1.4 For the purpose of this clause, the Employer and Employee agree that the basic periodic rate of pay may be satisfied over a period of 12 months.

16 PERSONAL LEAVE

- 16.1 Personal leave is in accordance with Division 5 of Part 7 of the Act as

amended from time to time, except where more favourable terms are provided in this Agreement.

16.2 Entitlement

- 16.2.1 An Employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.
- 16.2.2 For a Full Time Employee, the sick leave entitlement equates to fifteen (15) days per year of service. A Part Time Employee is entitled to paid sick leave on a pro rata basis based on specified hours in clause 36 (Hours of Work - Teachers) or clause 41 (Hours of Work - School Assistants).
- 16.2.3 Paid sick leave is taken by the Employee because of a personal illness or injury.
- 16.2.4 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A maximum of ten (10) days of paid carer's leave may be taken per year of service. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 36 (Hours of Work - Teachers) or clause 41 (Hours of Work - School Assistants). Carer's leave, if not used in any year, does not accrue as a separate entitlement.
- 16.2.5 Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.
- 16.2.6 A Casual Employee may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.
- 16.2.7 The amount of personal leave, a Full Time Teacher or School Assistant may take as sick leave, depends upon how long the Teacher or School Assistant has worked for the Employer and accrues 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.
- 16.2.8 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- 16.2.9 An Employee is entitled to sick leave provided that:
- the Employee produces a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence of more than two (2) consecutive days;

- the Employee provides a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
- the Employee produces a medical certificate from a registered health practitioner or a statutory declaration to the Employer where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five (5) days in the one year.

17 COMPASSIONATE LEAVE

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

17.2 Entitlement

17.2.1 An Employee may take three (3) days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

17.2.2 This leave may be taken in a single unbroken period or in separate periods of one (1) day each or as agreed by the Employer and the Employee.

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

18 INFECTIOUS DISEASES LEAVE

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

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

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

18.3 Subject to 18.1 and 18.2, together with a medical certificate that an Employee, who is suffering from Aids, is unable to perform the Employee's normal duties, the Employee will be granted special leave without deduction of pay for a maximum period of 52 weeks.

19 PARENTAL LEAVE

19.1 Entitlement

- 19.1.1 Parental leave is in accordance with Division 6 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.
- 19.1.2 An Employee, upon the completion of twelve (12) months of continuous service with the Employer is entitled to up to 104 weeks' parental leave. Parental leave includes maternity, paternity and adoption leave.
- 19.1.3 A period of unpaid parental leave does not break an Employee's continuity of employment but it does not count as employment or service, except that:
- i. annual leave and personal leave accrue in respect of the paid parental leave entitlement in accordance with the Act but do not accrue in respect of unpaid parental leave,
 - ii. long service leave does not accrue in respect of parental leave, whether paid or unpaid. This provision expressly overrides the *Long Service Leave Act 1992* (Vic.).
- 19.1.4 An Employee, who is granted parental leave in accordance with the Act, is entitled to:
- i. up to 104 weeks' ordinary maternity leave, which includes a compulsory period of six (6) weeks' leave starting from the date of the birth of the child to be the primary care-giver of the child;
 - ii. a single, unbroken period of short paternity leave of up to one (1) week at the time of the birth of a child and a further unbroken period of up to 103 weeks of long paternity leave to be the primary care-giver of a child; and
 - iii. a single, unbroken period of up to three (3) weeks' short adoption leave taken within the three (3) weeks starting on the day of placement of an eligible child with the Employee and a further unbroken period of up to 101 weeks to be the primary care-giver of the child.

19.2 Right to request simultaneous leave

- 19.2.1 Subject to 19.2.2, an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Employee to reconcile work and parental responsibilities.
- 19.2.2 An application under 19.2.1 must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.
- 19.2.3 An Employee's request and the Employer's decision made under 19.2.1 must be recorded in writing.
- 19.2.4 The Employer will consider any request made pursuant to 19.2.1 having regard to the Employee's circumstances and, provided the request is genuinely based upon the Employee'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 the educational program.

19.3 Right to request part time work

- 19.3.1 With the agreement of the Employer, a female Employee may work part-time in one or more periods while pregnant where part time employment is, because of pregnancy necessary or desirable.
- 19.3.2 With the agreement of the Employer, a female Employee may work part-time in one or more periods at any time from the seventh week after the birth of the child until the child's second birthday.
- 19.3.3 With the agreement of the Employer, a male Employee may work part time in one or more periods at any time from the date of birth of the child until the child's second birthday or the second anniversary of the placement of the child.
- 19.3.4 With the agreement of the Employer, in relation to adoption, a female Employee may work part time in one or more periods at any time from the date of placement of the child until the second anniversary of the placement of the child.
- 19.3.5 Before commencing a period of part time employment under this subclause, the Employee and the Employer will have agreed:
- i. that the Employee may work part time;
 - ii. upon the hours to be worked by the Employee and the days upon which they will be worked; and
 - iii. upon the period of part time employment.
- 19.3.6 The terms of the agreement in 19.3.5 may be varied by consent. The terms of the agreement in 19.3.5, or any variation to it, will be in writing and retained by the Employer. A copy of the agreement, and any variation to it, will be provided to the Employee.
- 19.3.7 Where an Employee makes a request to return to work from ordinary maternity leave, long paternity leave or long adoption leave on a part-time basis, the request must be made in writing as soon as possible but no less than:
- four (4) weeks prior to the date upon which the Employee is due to return to work from parental leave, where the Employee has been granted up to 12 months of parental leave to be the primary caregiver of the child; or
 - ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave, where the Employee has been granted more than 12 months of parental leave to be the primary caregiver of the child.
- 19.3.8 An Employee's request and the Employer's decision made under 19.3.7 must be recorded in writing.
- 19.3.9 The Employer will consider any request made pursuant to 19.3.7 having regard to the Employee's circumstances and, provided the request is genuinely based upon the Employee'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 the educational program.

19.4 Communication during parental leave

- 19.4.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
- i. 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; and
 - ii. 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.
- 19.4.2 During the period of parental leave, the Employee will take reasonable steps to inform the Employer 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. The Employee will notify the Employer of changes in address or other contact details which might affect the Employer's ability to contact the Employee in relation to 19.4.1.

19.5 Paid parental leave

- 19.5.1 This subclause does not apply to a Casual Employee, an Eligible Casual Employee, as defined by the Act or a Fixed Term Employee.
- 19.5.2 Where an Employee is granted unpaid parental leave in accordance with this clause to be the primary caregiver of a child, the Employee is entitled to:
- i. a payment equal to fourteen (14) weeks' salary at the Employee's ordinary rate of pay provided that the Employee takes a minimum of fourteen (14) weeks' unpaid maternity leave commencing at or around the time of confinement;
 - ii. a payment equal to fourteen (14) weeks' salary at the Employee's ordinary rate of pay provided that the Employee takes a minimum of fourteen (14) weeks' unpaid adoption leave at or around the time of the placement of the child with the Employee;
- 19.5.3 Where an Employee, who is not the primary caregiver of the child, is granted:
- i. short paternity leave of one (1) week, the Employee is entitled to leave with pay. Short paternity leave is ordinarily taken around the time of the confinement of the Employee's spouse. The leave may be taken as an unbroken period of one (1) week or as five (5) single days, provided it is taken before the child is fourteen weeks' old; or
 - ii. short adoption leave of up to three (3) weeks, the Employee is entitled to leave with pay for one (1) week. Short adoption leave is ordinarily taken around the time of the child's placement with the Employee. The leave may be taken as single unbroken period of three (3) weeks or as a two-week unbroken period and up to five (5) single days, provided the leave is taken within the first fourteen weeks of the placement of the child.
- 19.5.4 In order to be entitled to a second or subsequent parental leave payment in accordance with this clause, the Employee must have provided at least 52 weeks' continuous service after returning from the previous period of parental leave. The term "service" used in this clause will mean a period of actual service performed by the Employee since the Employee's last period of parental leave.

19.5.5 The Employer will make the payment to the Employee following the Employee's notification of the birth of the child or the placement of the child.

19.5.6 Where the Employer employs both parents of the child, only one parent is entitled to payment pursuant to 19.5.2.

19.6 Return to Work

An Employee will notify the Employer in writing of the Employee's intention to return to work after a period of parental leave as the primary caregiver of a child no later than four (4) weeks prior to the expiration of the period of leave.

20 LONG SERVICE LEAVE

20.1 General Entitlement

20.1.1 An Employee 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.

20.1.2 An Employee is entitled to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment. An Employee is entitled to an additional six and a half (6.5) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.

20.1.3 Accrued long service leave will be paid in lieu where an Employee'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.)*.

20.1.4 An Employee is entitled to apply to take long service leave upon the completion of seven years of continuous service.

20.1.5 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.

20.1.6 A School Assistant, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the School Assistant's time fractions over the period of eligible service.

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

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

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

20.2 Payment in lieu of leave

20.2.1 Subject to 20.2.2, in lieu of section 74 of the *Long Service Leave Act 1992* (Vic.), the Employer and the Employee may agree that the Employee will receive payment in lieu of taking long service leave provided:

- a. the Employee submits a request in writing to cash out a nominated quantum of accrued long service leave;
- b. the Employee submits the request in writing no less than six (6) months prior to the preferred date to cash out the long service leave;

- c. the Employee may apply to cash out long service leave upon the completion of at least seven years of continuous employment;
- d. the Employee may not apply to cash out long service leave any more frequently than at the conclusion of every five years of continuous employment, after the first cashing out.

20.2.2 The Employer upon a receiving a written request to cash out accrued long service leave, is entitled to deny the request, subject to the Employer's budget. Where the Employer denies the request for budgetary reasons, the Employee will be entitled to cash out the long service leave in the next School Year, if so requested by the Employee.

20.3 Illness on Long Service Leave

20.3.1 Subject to 20.3.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, subject to satisfactory evidence being provided is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

20.3.2 Satisfactory evidence must be in the form a medical certificate from a registered health practitioner or where it is not reasonably practicable to provide a medical certificate a statutory declaration attesting to the illness or injury and the duration of that illness or injury.

20.3.3 An Employee must indicate whether they wish to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

21 JURY SERVICE LEAVE

21.1 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.

21.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

21.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

21.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.

21.5 Subject to 21.2, 21.3 and 21.4 of this clause, an Employer will reimburse an Employee granted leave pursuant to 21.1 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.

22 STUDY LEAVE

22.1 Subject to 22.2, the Employee will be entitled to one day of paid study leave

per semester for each unit of an approved postgraduate course or other approved course, to a maximum of four (4) days in a School Year. Study leave is not cumulative.

22.2 An application for study leave must be made in advance of the day being taken, with the day to be taken being convenient to both the Employee and the Employer.

23 LEAVE WITHOUT PAY

23.1 An Employee may apply for leave without pay which may be granted at the discretion of the Principal.

23.2 Other than in exceptional circumstances, such leave should preferably commence on the day following the last teaching day of a term; and conclude on the day preceding the first teaching day of a term, unless the Principal has expressly agreed to the contrary.

23.3 If an Employee is granted leave without pay, the Employee is entitled to a position commensurate with the Employee's qualifications and experience on the Employee's return. Specific duties will be by mutual consent.

23.4 Leave without pay does not break the continuity of employment.

23.5 An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay. This provision expressly overrides the *Long Service Leave Act 1992 (Vic)*.

24 PUBLIC HOLIDAYS

24.1 An Employee 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; and
- Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

24.2 Public holidays that occur during a period of leave for Employees in accordance with clause 37 (Non Attendance Time) in relation to Non Attendance Time and clause 43 (School Holidays) in relation to School Holidays do not create an additional entitlement.

24.3 By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.

24.4 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.

24.5 An agreement made in accordance with 24.3 or 24.4 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 Employer.

25 ANNUAL LEAVE LOADING

- 25.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to annual leave loading of 17.5 per cent on a maximum of four (4) weeks' annual leave.
- 25.2 An Employee who has given service for only part of the School Year is entitled to annual leave loading on a pro rata basis
- 25.3 In lieu of 25.1 and 25.2, the Employer will pay annual leave loading by increasing the rate of pay in Schedule 1B for a Teacher and Schedule 2B or 2C for a School Assistant by 1.346 per cent.

26 MEAL ALLOWANCE

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at the School continuously until after 7,00 p.m. on any day.

27 PROTECTIVE CLOTHING

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

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 PERFORMANCE AND CONDUCT MANAGEMENT PROCEDURES

29.1 Performance Management

- 29.1.1 This subclause will not apply to a Casual Employee or to an Employee serving a Qualifying Period of employment.
- 29.1.2 Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in 29.1.3 and 29.1.4. However, the Employer will not be required to commence a performance management procedure where the Employee's performance renders the procedure inappropriate.
- 29.1.3 A formal performance management procedure will commence with the Employer advising the Employee in writing of:
- the Employer'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; and
 - the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.

29.1.4 Formal performance management meetings will

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

29.1.5 If, following the procedure in 29.1.3 and 29.3.4, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

29.2 Conduct Management Procedure

29.2.1 This subclause will not apply to a Casual Employee or to an Employee serving a Qualifying Period of employment.

29.2.2 Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in 29.2.3 and 29.2.4.

29.2.3 The Employer will advise the Employee of:

- the Employer'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; and
- the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.

29.2.4 The formal conduct management meeting(s) will:

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

29.2.5 The Employer reserves the right to vary the procedure in 29.2.3 and 29.3.4 where it is possible that the Employee is guilty of serious misconduct.

29.2.6 Concerns 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 Employer to continue the employment during the notice period;
- issuing the Employee with a warning or a final warning in writing;
- terminating the employment of the Employee in accordance with the relevant notice provision; or
- other action, appropriate to the situation.

30 INTRODUCTION OF MAJOR CHANGE

30.1 Employer's duty to notify

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

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

that are likely to have significant effects on Employees, the Employer will notify the Employees who may be affected by the proposed changes and, if requested by the Employee, the Employee's representative.

30.1.2 **Significant effects** include

- termination of employment,
- major changes in the composition, operation or size of the Employer's workforce or in the skills required,
- the alteration of hours of work,
- the need for retraining or transfer of Employees to other work or locations, or
- the restructuring of jobs.

30.1.3 With the exception that where this Agreement makes provision for alterations of any of the matters referred to in this clause, an alteration will be deemed not to have significant effect.

30.2 Employer duty to discuss change

30.2.1 The Employer will discuss with the Employees affected and an Employee representative, if the Employee so requests:

- the introduction of the changes referred to in 30.1,
- the effects the changes are likely to have on Employees, and
- measures to avert or mitigate the adverse effects of such changes on Employees.

30.2.2 The Employer will give prompt consideration to matters raised by the Employees and/or their representative in relation to the changes.

30.2.3 The Employer will commence discussions as early as practicable after the Employer has made a definite decision to make the changes referred to in 30.1.

30.2.4 For the purposes of such discussion and subject to 30.2.5, the Employer will provide in writing to the Employees concerned and their representative if requested, 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.

30.2.5 For the purposes of such discussions under 30.2.4, the Employer will not be required to disclose confidential information of which would be inimical to the Employer's interest.

31 REDUNDANCY

31.1 Discussions before termination

31.1.1 Where the Principal has made a definite decision that the Employer 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 Principal will hold discussions with the Employees directly affected.

31.1.2 The Principal will hold discussions as soon as practicable after the Employer has made a definite decision which will invoke the provisions of 31.1.1.

31.1.3 Pursuant to 31.1.2, the Principal will discuss, inter alia:

- the reason(s) for the proposed terminations;
- measures to avoid or minimise the terminations; and
- measures to mitigate any adverse effects of any terminations on the Employees concerned.

31.1.4 For the purposes of the discussion pursuant to 31.1.2, the Principal will, as soon as practicable, provide in writing to the Employees concerned, all relevant information about the proposed terminations including:

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

31.2 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties for reasons set out above, the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee'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.

31.3 Severance Pay

31.3.1 In addition to the period of notice prescribed for ordinary termination of employment in clause 39 (Notice of Termination - Teachers) and clause 44 (Notice of Termination - School Assistants), an Employee whose employment is terminated for reasons set out in 31.1.1, will be entitled to the following amount of severance pay in respect of a period of continuous service:

<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	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

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

For the purpose 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 Employer.

31.4 Leaving during notice

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

31.5 Alternative employment

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

31.6 Time off during notice period

31.6.1 During the period of notice of termination an Employee will be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

31.6.2 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

32 EDUCATION OF EMPLOYEE'S CHILDREN

32.1 Subject to 32.3, if a Full Time Employee educates the Employee's children at the School, then the Employee is entitled to a 50 per cent reduction on the published tuition fee for each child. All other fees and charges will be paid in full.

32.2 Subject to 32.3, A Part Time Employee is entitled to the benefit in 32.1 on a pro rata basis.

32.3 The reduction in 32.1 and 32.2 does not apply where the Employee is not providing service for the reason of being absent on unpaid leave for more than one school term.

32.4 If an Employee enrolls the Employee's children at the School's Child Care Centre, then the Employee is entitled to a 50 per cent reduction on the published child care fee for each child in attendance on a day that the Employer requires the Employee to work.

32.5 A Fixed Term Employee or Casual Employee is not entitled to the benefits of this clause.

33 ACCIDENT MAKE-UP PAY AND WORKERS' COMPENSATION PAYMENTS

- 33.1 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.
- 33.2 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:
- 33.2.1 The Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
- i. annual leave; or
 - ii. paid personal/carer's leave.
- 33.2.2 The Employee is not entitled to any payment or benefit in respect of any Non Attendance Time for a Teacher or School Holidays for a School Assistant entitled to School Holidays pursuant to clause 36 or 37, respectively.

34 WORKPLACE CONSULTATIVE COMMITTEE

34.1 Purpose

The purpose of the Workplace Consultative Committee is to oversee the implementation of the provisions of this Agreement.

34.2 Composition

- 34.2.1 The Employer will establish a Consultative Committee. The term of office of Consultative Committee members will be decided in consultation with Employees, but will be for a minimum of one (1) year and a maximum of three (3) years.
- 34.2.2 The Consultative Committee will comprise:
- the Principal
 - two (2) nominees of the Principal
 - three (3) Employees elected by and from the Employees covered by this Agreement.
- 34.2.3 The Chairperson of the Consultative Committee will be the Principal, except where the Principal nominates another person or agrees that the Chairperson can be elected from the Consultative Committee members.

34.3 Procedures

The members of the Consultative Committee will determine procedures, except that it is agreed that meetings of the Consultative Committee may be called by the Principal/Chairperson or by at least three (3) members of the Consultative Committee at any time.

PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

35 CLASSIFICATIONS AND SALARY

- 35.1 Schedule 1A sets out the classification structure and progression through the salary scale.
- 35.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 35.3 Schedule 1C sets out the position of responsibility structure and Schedule 1D sets out the applicable rates of pay.
- 35.4 To the extent necessary, the Employer and the Employee agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months and includes the salary and rates of pay in Schedules 1B and 1D.
- 35.5 The salary specified in Schedule 1B or 1D is in compensation for all hours worked under this Agreement.
- 35.6 The Employer will determine the salary for the 2009 and 2010 School Years, following consultation with the Workplace Consultative Committee. In determining the salaries in Schedule 1B, regard will be given to salary levels in the Victorian education sector.

36 HOURS OF WORK

- 36.1 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 in which case the first period of averaging will be for the remainder of that School Year.
- 36.2 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 36.3 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.
- 36.4 A Part Time Teacher may be allocated a pro rata number of extras.

37 NON ATTENDANCE TIME

- 37.1 A Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 37.2 Non Attendance Time, as set by the Employer, will be the same period of time for all persons employed as Teachers, unless otherwise agreed between the Employer and a Teacher.
- 37.3 Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 37.4 Where a Teacher takes unpaid leave of 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 37.5.

- 37.5 If a Teacher's employment is terminated or a Teacher resigns prior to the end of Term 4 in any School Year or a Teacher works 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:

$$\left(\frac{\text{Number of weeks of an Employee's Attendance}}{\text{Total number of term weeks at the School}} \times \text{Non Attendance Time} \right) - \text{Non Attendance Time weeks already taken}$$

38 ANNUAL LEAVE

- 38.1 Annual Leave is in accordance with Division 4 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.
- 38.2 A Teacher is entitled to four (4) weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 38.3 A Teacher must take the full annual leave entitlement, during the shut down period, which follows the end of Term 4 in a School Year. A 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.
- 38.4 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.
- 38.5 Where a Teacher has not accrued the full annual leave entitlement, the Teacher will be entitled to leave without pay.

39 NOTICE OF TERMINATION

- 39.1 Subject to clause 11 of this Agreement, where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had six months' or more continuous service with the Employer, the Employer will give ten (10) Teaching Weeks' notice of termination in writing, or ten (10) weeks' salary must be paid in lieu of notice.
- 39.2 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 four (4) weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to clause 19 (Parental Leave) that the Teacher being replaced wishes to return from parental leave.
- 39.3 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B and 1D (if applicable) that a Teacher would have received by

working during the notice period if the Teacher's employment had not been terminated.

- 39.4 A Teacher must provide the Employer with a minimum of ten (10) Teaching Weeks' notice in writing.
- 39.5 In cases where it is demonstrated that the requirements of 39.4 would prevent a teacher from pursuing or accepting an offer of other employment, provided that the Principal was previously informed, notice may be negotiated with the Principal.
- 39.6 The notice period in this clause does not apply where the Teacher is guilty of serious misconduct.

PART 4 – CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

40 CLASSIFICATIONS AND SALARY

- 40.1 Schedule 2A sets out the classification structure for a School Assistant.
- 40.2 Schedule 2B sets out the salary for a School Assistant entitled to five (5) weeks' Annual Leave.
- 40.3 Schedule 2C sets out the salary for a School Assistant entitled to School Holidays.
- 40.4 To the extent necessary, the Employer and the Employee agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months.
- 40.5 The Employer will determine the salary for the 2009 and 2010 School Years, following consultation with the Workplace Consultative Committee. In determining the salaries in Schedules 2B and 2C, regard will be given to salary levels in the Victorian education sector and the salaries in Schedule 1B of this Agreement.

41 HOURS OF WORK

- 41.1 The ordinary hours of work of a Full time School Assistant will be 38 hours per week.
- 41.2 The ordinary hours of work may be averaged over a fortnight, four-week period or month.
- 41.3 The Employer may require a School Assistant to work reasonable additional hours in accordance with the arrangement specified in Schedule 2B or 2C.

42 ANNUAL LEAVE

- 42.1 Annual Leave is in accordance with Division 4 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.
- 42.2 A School Assistant is entitled to five (5) weeks' annual leave for every twelve

(12) months of continuous service on a pro rata and cumulative basis.

42.3 A School Assistant must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the School Assistant works.

43 SCHOOL HOLIDAYS

43.1 A School Assistant is entitled to School Holidays, which are inclusive of annual leave, if specified at the time of employment or during a period of employment.

43.2 Further to 43.1, School Holidays, as set by the Employer, will be the same period of time for all persons employed as School Assistants, unless otherwise agreed between the Employer and a School Assistant.

43.3 The salary for a School Assistant in Schedule 2C takes this period of additional leave into account.

43.4 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

43.5 A School Assistant who is employed for part only of a School Year or who takes leave without pay in excess of ten (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:

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

44 NOTICE OF TERMINATION

44.1 Where the Employer wishes to terminate the employment of a School Assistant, four (4) weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

44.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B or 2C that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.

44.3 A School Assistant must provide the Employer with a minimum of four (4) weeks' notice in writing. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

44.4 In addition to the period of notice specified in 44.1, a School Assistant over 45 years of age at the time of being given notice with not less than five (5) years of continuous service, will be entitled to an additional week's notice.

44.5 The notice period in clause 11 and 44.1 does not apply where the School Assistant is guilty of serious misconduct.

SCHEDULE 1A – CLASSIFICATION STRUCTURE (TEACHERS)

1A.1 Four year trained teachers

1A.1.1 A Teacher with a 4-year approved training course beyond secondary school and including teacher training will commence at Level 1.1 and subject to 1A.1.2, progress to Level 1.11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after completion of the equivalent of a School Year.

1A.1.2 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.

1A.2 Permission to Teach Teachers

1A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.1.

1A.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.

1A.3 Exemplar Teachers

1A.3.1 Exemplar Teacher Classification

- i. Two salary levels will exist within this classification.
- ii. Exemplar Teacher Level 2.1 can be accessed by a Teacher who:
 - has been at the top of the Teacher – Level 1 Scale for a minimum of twelve months;
 - is receiving a salary (including allowances), which is lower than that payable to an Exemplar Teacher Level 2.1; and
 - meets the criteria set out for the classification.
- iii. Exemplar Teacher Level 2.2 can be accessed by a Teacher who:
 - has been at Exemplar Teacher Level 2.1 or a minimum of twelve months;
 - is receiving a salary, (including allowances), which is lower than that payable to an Exemplar Teacher Level 2.2;
 - meets the criteria set out for the classification; and
 - the most recent Performance Appraisal Report indicates that the Teacher is performing the duties of the Exemplar Teacher Level 2.1 to a very high standard.

1A.3.2 Exemplar Teacher Description

An Exemplar Teacher is:

- an outstanding and inspirational Teacher regarded as a role model by the wider School community;
- creative and able to solve problems;

- able to translate ideas into positive educational outcomes for students;
- motivated, a self-starter who demonstrates initiative;
- an outstanding communicator; and
- an exceptionally committed professional.

1A.3.3 Exemplar Teacher Role

- i. The key role of the Exemplar Teacher is as an excellent classroom Teacher and as a role model and mentor for other Teachers in the School. The Exemplar Teacher is committed to his or her ongoing professional learning and growth and to continuous school improvement in student performance standards. The Exemplar Teacher will be able to demonstrate a strong pedagogical knowledge of the key learning areas taught, understanding of the principles of teaching and learning, and of the current educational context.
- ii. The Exemplar Teacher will play a significant role in supporting the achievement of the School's "Vision". The primary focus of the Exemplar Teacher is on maintaining the high standard of his or her own teaching, and acting as a facilitator for enhanced teaching and learning practices across the school.
- iii. The Exemplar Teacher demonstrates a highly skilled level of teaching and the ability to guide and assist other Teachers. They operate with a high level of independence and provide support to Teachers and other Employees in the improvement of student learning outcomes. The Exemplar Teacher provides advice and assistance to classroom Teachers.
- iv. The Exemplar Teacher contributes to the development and implementation of School policies and programs and is accountable for the effective delivery of these programs.

1A.3.4 Exemplar Teacher Core Responsibilities

The core responsibilities of an Exemplar Teacher are:

- prepare and deliver a range of teaching programs or courses of study;
- monitor, evaluate and report students' progress in key learning areas and maintain records of class attendance and record student progress;
- maintain a high standard of student management;
- implement strategies to achieve targets related to student learning outcomes;
- model excellent teaching practice and mentor other Teachers in the School;
- provide advice and direction on teaching and learning strategies;
- play a significant role in supporting the achievement of improved educational outcomes;
- participate in curriculum planning and curriculum integration activities in line with the School "Vision"; and
- undertake responsibilities assigned by the Principal, appropriate to the classification.

Additional responsibilities may include but are not limited to:

- managing and supervising a team of Teachers in the development and/or delivery of teaching and learning programs according to the School "Vision";
- leading the development of curriculum support materials; and
- managing the supervision of student Teachers.

1A 3.5 Key Selection Criteria

The key selection criteria that an applicant for the classification of Exemplar Teacher must meet are:

The Exemplar Teacher key selection criteria emphasise the requirement to be an excellent classroom Teacher who is able to demonstrate his or her capacity to improve student learning. These criteria specify the relevant skills, personal qualities and abilities required for the efficient performance of the Exemplar Teacher role and duties.

A successful applicant for Exemplar Teacher must be able to demonstrate that they meet all five selection criteria set out below:

1. Demonstrated high level of knowledge of relevant curriculum areas, high-level classroom teaching skills and a proven capacity to improve student learning.
2. Significant contribution to the development, implementation and evaluation of curriculum programs and policy in accordance with the School's key goals and priorities. Proven capacity to respond to initiatives that enhance student learning.
3. Demonstrated commitment to ongoing professional learning and proven capacity to model excellent teaching skills within the School.
4. High-level communication and inter-personal skills when relating to students, parents and work colleagues.
5. Demonstrated productive contribution to the School program.

Demonstrated high level of knowledge of relevant curriculum areas, high level classroom teaching skills and a proven capacity to improve student learning

Indicators:

- improve their students' learning as measured against the key conceptual and practical skills defined for the level(s) of those students as a result of their teaching;
- comprehensive and up-to-date knowledge of exemplary practice in teaching techniques relevant to the curriculum area(s) and students taught;
- high-level knowledge of their curriculum area(s) in order to teach effectively consistently and highly effectively, plan lessons and sequences of lessons to meet students' individual learning needs;
- consistently and highly effectively use a range of appropriate strategies for teaching and classroom management;

- consistently and highly effectively use information about prior attainment to set well-grounded expectations for students and monitor progress to give clear and constructive feedback;
- highly effective professionals challenge and support all students to do their best by:
 - inspiring trust and confidence,
 - building team commitment with colleagues and in the classroom,
 - engaging and motivating students,
 - reflecting on their teaching practice,
 - taking positive steps to improve the quality of students' learning, and
 - consistently implementing curriculum goals or priorities consistent with the School "Vision".

Significant Contribution to the development, implementation and evaluation of curriculum programmes and policies in accordance with the School's key curriculum goals. Proven capacity to respond to initiatives that enhance student learning.

Indicators:

- significant contribution to curriculum program and policy developments within the School;
- high-level knowledge and understanding of School policies that are relevant to them (e.g. literacy, numeracy engagement of students in the middle years, e-learning) and have incorporated them as appropriate into their teaching;
- significant contribution to School policy/program review; and
- high-level knowledge and understanding of the School "vision" and effective implementation as appropriate in their teaching.

Demonstrated commitment to ongoing professional learning and proven capacity to model excellent teaching skills within the school.

Indicators:

- take responsibility for their ongoing professional development and use the outcomes to improve their teaching and students' learning;
- involvement in individual professional development and team professional development sessions;
- model excellent teaching skills and demonstrate preparedness to act as mentors; and
- the sharing of knowledge among colleagues on effective teaching and learning strategies.

High-level communication and interpersonal skills when relating to students, parents and with colleagues.

Indicators:

- high-level communication skills, both written and oral, including sensitivity to the needs of others, the use of appropriate communication approaches and accurate and informative reports to parents;
- model behaviour which leads to positive and constructive team work positively articulate education beliefs, learning programs, teaching practices;
- effective conflict resolution;

- positive interaction with students, parents and Employees including outstanding rapport and empathy with students; and
- incorporate School core values into behaviour and interaction with students, parents and Employees.

Demonstrated productive contribution to the school programme.

Indicators:

- implement School policies and promote student and Employee understanding of the values of the School;
- actively contribute to the policies, programs and goals of the School through their teaching and other work;
- work cooperatively with colleagues, parents and students to develop a supportive school environment; and
- responsive to emerging educational needs and priorities at the School level.

SCHEDULE 1B – SALARIES (TEACHERS)

1B.1 Annual Rate of Pay

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

	First pay period commencing on or after 1 January 2008 \$
Teacher - Level 1	
1.1	52,043
1.2	54,124
1.3	56,289
1.4	57,618
1.5	59,453
1.6	61,108
1.7	62,805
1.8	64,546
1.9	66,348
1.10	68,448
1.11	70,345
Exemplar Teacher - Level 2	
2.1	72,244
2.2	74,267

1B.2 Weekly Rate of Pay

The weekly rate of pay is calculated by dividing the annual rate of pay by 52.

1B.3 Annual Leave Loading

The annual rate of pay in 1B.1 does not include annual leave loading.

1B.4 Part Time Rate of Pay

1B.4.1 The pro rata annual salary of a Part Time Teacher is calculated using the following formula:

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

1B.4.2 For the purpose of the formula in 1B.4.1, the maximum hours of full time face-to-face teaching is deemed to be 18 hours secondary and 23 hours primary.

1B.5 Casual Rate of Pay

1B.5.1 The rate of pay for a Casual Teacher will be not less than that prescribed by the following table:

	First pay period commencing on or after 1 January 2008
	\$
Per hour	31.97
Per day	243.00

1B.5.2 The hourly rate of pay will be calculated to the nearest 15 minutes.

1B.5.3 The maximum rate of pay per day is the amount specified in 1B.5.1.

1B.5.4 The minimum engagement per day is two hours.

SCHEDULE 1C – POSITIONS OF RESPONSIBILITY STRUCTURE (TEACHERS)

1C.1 Eligibility

1C.1.1 A responsibility allowance 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.

1C.1.2 An allowance is linked to a position of responsibility rather than tied to an individual Teacher.

1C.1.3 The Principal determines who is eligible for a responsibility allowance.

1C.2 Notification

1C.2.1 The Principal will provide written advice to a Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.

1C.2.2 The Principal will advise the Teacher of the level to which the position equates in accordance with 1C.3.

1C.3 Positions of Responsibility Structure

1C.3.1 Where the position of responsibility is shared, then payment may also be shared.

1C.3.2 The assignment of a position to a particular level of responsibility will reflect the graduation of responsibilities exercised in the College, whether, administrative, pastoral care or educational leadership, with Level A being the most significant level of responsibility.

1C.4 Temporary or Acting Positions of Responsibility

1C.4.1 This subclause applies to a position of responsibility, to which a rate of pay applies, that will be available for one School term or longer in a temporary or acting capacity.

1C.4.2 The Principal will advertise the temporary or acting position of responsibility

1C.4.3 A Teacher interested in undertaking the position is entitled to submit a written expression of interest to the Principal.

1C.4.4 The appointment of a Teacher to a temporary or acting position of responsibility is at the discretion of the Principal.

**SCHEDULE 1D – POSITIONS OF RESPONSIBILITY RATES OF PAY
(TEACHERS)**

1D.1 Rates of Pay

The following annual rates of pay will apply from the first pay period commencing on or after 1 January 2008.

Level	2008 \$
A	8,000 - 11,000
B	7,000 – 9,000
C	5,000 – 6,500
D	4,000 – 4,400

SCHEDULE 2A – CLASSIFICATION STRUCTURE (SCHOOL ASSISTANTS)

2A.1 Classifying school assistants

2A.1.1 Positions for School Assistants are classified in accordance with 2A.2

2A.1.2 Upon engagement, the Employer will inform a School Assistant of the classification level and salary applying to that classification.

2A.2 Level 1

2A.2.1 Positions

Positions for which qualifications are not required:

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

2A.2.2 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.

2A.2.3 Typical duties

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

2A.2.3(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)
- sorting catalogue cards
- 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

2A.2.2(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.

2A.2.3(c) Laboratory assistant

Routine tasks including:

- simple maintenance of equipment and materials

- care of fauna and flora
- setting up less complex experiments such as are typically conducted at years 7-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

2A3.2.3(d) Teacher aide

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

- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities eg. pupil records, collections etc
- collect and distribute stock and equipment
- assist teachers with care of children on School excursions, sports days, and other out of classroom activities.

2A.3 Level 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 Employer.

2A.3.1 Positions

- library technician
- laboratory technician
- audio-visual technician
- school marshall

2A.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 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.

2A.3.3 Typical duties

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

2A.3.3(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

- filing catalogue cards
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

2A.3.3(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

2A.3.3(c) Laboratory technician

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

- manufacturing and 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 Department for the security of bacterial, viral or other like substances
- ordering supplies and materials

2A.3.3(d) School marshal

Performing responsible tasks associated with the efficient operation of the role including such tasks as:

- maintaining absentee and student attendance records
- maintaining school behaviour management system
- assisting the Head of Senior School with the arrival and departure of buses on a daily basis
- taking a lead role in the maintenance of the School's uniform standards
- carrying out other duties, as allocated by the Head of Senior School and the Deputy Head

2A.4 Level 3

Positions, the duties of which require, in addition to the knowledge and skills required at Level 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 Employer.

2A.4.1 Positions

- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- senior audio-visual technician

- audio-visual co-ordinator
- science and technology workshop supervisor

2A.4.2 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 Level 1 or 2.

2A.4.3 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:

2A.4.3(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

2A.4.3(b) Senior A/V technician

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

- production of resource material, e.g., multi media kits, video and film clips
- teaching skills to teachers and individual students
- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

2A.4.3(c) 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

2A.4.3(d) Science and Technology Workshop Supervisor

Under general direction, undertake substantial responsibility for the efficient operation of the Science and Technology Workshop, which provides support to the teaching staff of all Year 9 Science classes, the Year 10 Technology class and the Year 11 and 12 Systems and Technology class, including some or all of the following:

- organise the purchase of equipment and materials for relevant classes
- assist teaching staff in the planning and development of units of work
- carry out routine maintenance on the workshop equipment
- under the supervision of teaching staff, instruct and supervise the students on the safe practices for using workshop equipment
- other ad hoc tasks, as required by the Head of Science and Technology

2A.5 Level 4

This position refers to an employee who is a Registered Psychologist.

2A.5.1 Positions

- School Counsellor

2A.5.2 Characteristics/Typical Duties

The School Counsellor is a registered psychologist. Their primary role is to provide support for students, teachers, and parents at all levels of the School, from Preparatory grade through to Year 12. This may involve counselling, testing, liaising with parents and support for staff at School functions requiring the presence of the Counsellor

SCHEDULE 2B – SALARIES (SCHOOL ASSISTANTS WITH ANNUAL LEAVE)

2B.1 Annual Salary

2B.1.1 A Full time School Assistant in receipt of annual leave will be paid not less than the relevant salary specified for the School Assistant's classification and experience level.

**First pay period commencing on or after
1 January 2008
\$**

Level 1	41,623
Level 2	48,284
Level 3	52,572

2B.1.2 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Level 1 salary.

2B.1.3 Where, at 1 January 2008, the rate of pay of a School Assistant is greater than the minimum rate of pay for the relevant classification level, the School Assistant's actual rate of pay will be increased by 4 per cent.

2B.2 Weekly Salary

The weekly salary is calculated by dividing the annual salary by 52.

2B.3 Part Time Salary

A Part Time School Assistant will be paid pro rata of the salary that the School Assistant would be entitled to receive if employed as a Full Time School Assistant. The pro rata weekly salary is calculated using the following formula:

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

2B.4 Casual Rate of Pay

2B.4.1 A Casual School Assistant will be paid an hourly rate of pay increased by a loading of 25 per cent.

2B.4.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, leave loading, personal leave (including paid sick leave and paid carer's leave), paid compassionate leave or parental leave.

2B.5 Junior Salary

A junior School Assistant is entitled to be paid not less than the following percentage of the full-time salary for the position and years of experience, classified in accordance with Schedule 2A of this Agreement.

<u>Age</u>	<u>Percentage of full-time rate</u>
	%
Under 17 years	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

2B.6 Higher Duties

The Employer may direct that a School Assistant perform temporarily duties applicable to a classification higher than that of the School Assistant. 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, the School Assistant will be paid a salary at the rate applicable for the higher classification for the whole period during which the said duties are performed.

2B.7 Reasonable Additional Hours

2B.7.1 Where the Employer requires a School Assistant to work hours additional to the averaging arrangement, the Employer will pay the School Assistant for the hours worked at the ordinary time rate of pay.

2B.7.2 Where the Employer requires a School Assistant to work hours additional to the averaging arrangement on weekdays after 6:00 pm or on weekends, the Employer will pay the School Assistant for the hours worked at the ordinary rate of pay plus a loading of 50%.

2B.7.3 The loadings as provided for in 2B.7.2 will only be paid where prior approval for the hours worked has been obtained from the Business Manager.

2B.8 Annual Performance Review

2B.8.1 A School Assistant will take part in an annual performance review.

2B.8.2 The annual performance review will be conducted no more than once each School Year.

2B.8.3 The procedures and guidelines for the review process will be developed in consultation with the School Assistants.

2B.8.4 The Employer will not use the annual performance review in substitution for, or as an alternative to, performance and/or conduct management.

2B.8.5 The annual performance review is not part of the remuneration process.

SCHEDULE 2C – SALARIES (SCHOOL ASSISTANTS WITH SCHOOL HOLIDAYS)

2C.1 Annual Salary

2C.1.1 A Full time School Assistant in receipt of School Holidays will be paid not less than the relevant salary specified for the School Assistant's classification and experience level.

	First pay period commencing on or after 1 January 2008
	\$
Level 1	36,020
Level 2	41,784
Level 3	45,495
Level 4	60,000

2C.1.2 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than the relevant Level 1 salary.

2C.1.3 Where, at 1 January 2008, the rate of pay of a School Assistant is greater than the minimum rate of pay for the relevant classification level, the School Assistant's actual rate of pay will be increased by 4 per cent.

2C.2 Weekly Salary

Refer to Schedule 2B.

2C.3 Part Time Salary

Refer to Schedule 2B.

2C.4 Casual Rate of Pay

2C.4.1 A Casual School Assistant will be paid an hourly rate of pay increased by a loading of 25 per cent.

2C.4.2 The 25 per cent 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 paid sick leave and paid carer's leave), paid compassionate leave or parental leave.

2C.5 Junior Salary

Refer to Schedule 2B.

2C.6 Higher Duties

Refer to Schedule 2B.

2C.7 Reasonable Additional Hours

Refer to Schedule 2B

2C.8 Annual Performance Review

Refer to Schedule 2B.