

## Yarra Valley Grammar Agreement 2009

### **PART 1 APPLICATION AND OPERATION OF AGREEMENT**

#### **1 TITLE**

This Agreement is to be known as the Yarra Valley Grammar Agreement 2009 (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.

<u>Part Title</u>	<u>Part Number</u>	<u>Clause Numbers</u>
Application and Operation of Agreement	1	1 – 7
Employment Relationship	2	8 – 11
Classification and Remuneration	3	12 – 16
Leave and Other Absences	4	17 – 30
Termination of Employment and Related Matters	5	31 – 33
Other Provisions	6	34 – 38

<u>Clause Title</u>	<u>Part Number</u>	<u>Clause Number</u>
Accident Compensation and Accident Make-Up Pay	4	30
Annual Leave	4	17
Annual Leave Loading	4	18
Arrangement	1	2
Breakage and Loss	6	35
Classifications and Salaries	3	12
Commencement Date and Period of Operation	1	3
Compassionate Leave	4	20
Definitions	1	6
Dispute Resolution Procedures	1	7
Education of Teacher's Children	6	37
Examination Leave	4	27
Hours of Work	2	10
Infectious Diseases Leave	4	21
Jury Service Leave	4	29
Leave without Pay	4	26
Long Service Leave	4	24
Meal Allowance	6	34
Modes of Employment	2	8
No Extra Claims	6	38
Non Attendance Time	2	11
Notice of Termination	5	32
Parental Allowance	4	23

## Yarra Valley Grammar Agreement 2009

Parental Leave	4	22
Parties Bound	1	4
Payment Arrangements	3	15
Performance/Conduct Review	5	31
Personal Leave	4	19
Protective Clothing	6	36
Public Holidays	4	25
Qualification Conferral Leave	4	28
Qualifying Period	2	9
Redundancy	5	33
Relationship to Award	1	5
Remuneration Packaging	3	13
Superannuation	3	14
Title	1	1
Withholding of Monies	3	16

<u>Schedule Title</u>	<u>Schedule Number</u>
Classification Structure	1
Salaries and Allowances	2

### 3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 Where the Agreement passes the no-disadvantage test, the Agreement will be operative from the seventh day after the date specified in the notice issued from the Workplace Authority.
- 3.2 The nominal expiry date of the Agreement is 31 December 2011 from the operative date.

### 4 PARTIES BOUND

This Agreement binds:

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

### 5 RELATIONSHIP TO AWARD

This Agreement replaces the Award.

### 6 DEFINITIONS

Act	means the <i>Workplace Relations Act 1996</i> (Cth.)
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Australian Fair	means Part 7 (The Australian Fair Pay and Conditions Standard)

### Yarra Valley Grammar Agreement 2009

Pay and Conditions Standard	of the <i>Workplace Relations Act 1996</i> (Cth.)
Award	means the <i>Victorian Independent Schools - Teachers - Award 1998</i> or and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Basic Periodic Rate of Pay	means the rate of pay from the relevant Australian Pay and Classification Scale for a period worked, as defined by Division 2 of Part 7 (The Australian Fair Pay and Conditions Standard) of the <i>Workplace Relations Act 1996</i> (Cth.)
Board	means the Board of Directors
Casual Teacher	means a Teacher employed pursuant to subclause 8.4 (clause 8 – Modes of Employment) of this Agreement
Commission	means the Australian Industrial Relations Commission
Employee	means a Teacher employed by the Employer to teach students in the Prep to Year 12 educational programme
Employer	means Yarra Valley Grammar ABN 44 004 584 552
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Fixed Term Teacher	means a Teacher employed pursuant to subclause 8.3 (clause 8 – Modes of Employment) of this Agreement
Full Time Teacher	means a Teacher employed pursuant to subclause 8.1 (clause 8 – Modes of Employment) of this Agreement.
Immediate Family	means <ul style="list-style-type: none"> <li>• spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Teacher. A de facto spouse means a person who lives with the Teacher as his or her husband or wife on a bona fide domestic basis, although not legally married to the Teacher; and</li> <li>• child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Teacher or spouse of the Teacher</li> </ul>
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks' annual leave)
Part Time Teacher	means a Teacher employed pursuant to subclause 8.2 (clause 8 – Modes of Employment) of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and the person <ol style="list-style-type: none"> <li>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</li> </ol>

## Yarra Valley Grammar Agreement 2009

	<ul style="list-style-type: none"> <li>ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or</li> <li>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</li> <li>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>)</li> </ul>
Principal	means Principal of Yarra Valley Grammar or his or her nominee
Registered Health Practitioner	means persons registered under the <i>Health Professions Registration Act 2005 (Vic.)</i> , which includes Chinese medicine practitioners (acupuncturists, Chinese herbal medicine practitioners and Chinese herbal dispensers), chiropractors, dental care providers (dentists, dental hygienists, dental therapists and dental technicians), medical practitioners, medical radiation technologists (medical imaging technologists, radiation therapy technologists and nuclear medicine technologists), nurses, optometrists, osteopaths, pharmacists, physiotherapists, podiatrists, and psychologists
School	Means Yarra Valley Grammar School Limited ABN 44 004 584 552 trading as Yarra Valley Grammar
School Year	means the twelve months from the day that Teachers are required to attend the School for the new educational year (1 January to 31 December)
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic.)</i>

## 7 DISPUTE RESOLUTION PROCEDURE

### 7.1 Objective

The following procedure is designed to resolve matters arising under this Agreement (the 'issues of concern') in a reasonable manner. The parties want to eliminate by direct discussion and negotiation the issues of concern between Teachers and the Employer. The purpose of this dispute resolution process is to solve the issues of concern as close as possible to the source of the concern and to maintain continuity of work by eliminating any disruption over these concerns

## Yarra Valley Grammar Agreement 2009

### 7.2 Joint Teacher and Employer Actions

- (a) The Teacher and/or the Teacher's manager with the concern will raise it for discussion with his or her immediate supervisor and/or Teacher (whichever is the case).
- (b) It is their joint responsibility to define the issues of concern, identify relevant participants and organise a plan to resolve the issue. Where an agreed solution is reached, it will be binding.
- (c) If a plan to resolve the issue is not settled, then the Teacher and the Teacher's immediate supervisor will discuss the matter with the Principal. The Teacher may request that another person be present at this discussion. The aim of these discussions is to reach a solution as quickly as possible.
- (d) Should the matter remain unresolved then either the aggrieved Teacher or the Employer may refer the matter to the Commission for conciliation.

### 7.3 Employer Actions

- (a) The Employer will ensure that this resolution procedure is explained to all managers and supervisors.
- (b) The Employer will reply promptly on issues raised for discussion and where a prompt reply is not possible, provide a timetable for a reply.
- (c) The Employer will accept that a solution agreed in this process is final and binds the Employer and the Teacher or Teachers.

### 7.4 Teacher Actions

- (a) The Teacher will raise issues of concern with the Teacher's superior as soon as they become an issue.
- (b) The Teacher will reply promptly on issues of concern raised for discussion and where a prompt reply is not possible, provide a timetable for reply.
- (c) The Teacher will accept that a solution agreed in this process is final and binds the Employer and the Teacher or Teachers.

## PART 2 EMPLOYMENT RELATIONSHIP

### 8 MODES OF EMPLOYMENT

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

#### 8.1 Full Time Teachers

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

#### 8.2 Part Time Teacher

- 8.2.1 The Employer may employ a Teacher on a part time basis in accordance with this Agreement.
- 8.2.2 Upon engagement and at any other time when a permanent variation occurs, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken by the Part Time Teacher.

## Yarra Valley Grammar Agreement 2009

8.2.3 Subject to Clause 8.1.1 and Clause 10, a Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in 8.2.2.

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

### 8.3 Fixed Term Teacher

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

- to replace one or more Teachers who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation; or
- to replace a Teacher whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

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

8.3.3 Before employing a Fixed Term Teacher on a replacement basis, the Employer will inform the Fixed Term Teacher 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 Teacher being replaced.

8.3.4 Subject to clause 9 – Qualifying Period, the termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the notice of termination provisions in clause 32 – Notice of Termination.

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

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

### 8.4 Casual Teacher

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

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

## Yarra Valley Grammar Agreement 2009

- 8.4.3 The Employer will engage a Casual Teacher for a full day or a half day.
- 8.4.4 A Casual Teacher is not entitled to any of the following benefits under this Agreement:
- notice of termination of employment;
  - redundancy;
  - remuneration packaging;
  - annual leave;
  - jury service leave;
  - non attendance time;
  - leave loading;
  - public holidays;
  - paid personal leave;
  - unpaid parental leave, as employment is limited to one term;
  - paid parental leave;
  - paid compassionate leave;
  - education of staff children; and
  - accident make-up pay.
- 8.4.5 A Casual Teacher is entitled to unpaid carer's leave and unpaid parental leave.
- 8.4.6 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 QUALIFYING PERIOD

- 9.1 A Teacher's employment is contingent upon the satisfactory completion of a six month qualifying period.
- 9.2 If the Employer is to terminate the employment of a Teacher during the first six months of the Teacher's employment, the Employer does not need to provide the relevant notice of termination in clause 32 – Notice of Termination and does not need to comply with clause 31 – Performance/Conduct Review, any due process or performance management policies or procedures in place from time to time.
- 9.3 If the Employer is to terminate the employment of a Teacher within the first six months of the Teacher's employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

<u>Employee</u>	<u>Period of Notice</u>
Teacher	7 weeks wholly within the one school term

## Yarra Valley Grammar Agreement 2009

- 9.4 If the Teacher is to resign within the first six months of the Teacher's employment commencing, then the Teacher is required to give the same notice required of the Employer in 9.3 above.

### 10 HOURS OF WORK

- 10.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- 10.2 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 10.3 The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

### 11 NON ATTENDANCE TIME

- 11.1 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 determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. Any requirement to perform professional duties will be detailed in an annual letter of confirmation given to the teacher at the commencement of each calendar year. The Teacher's role is defined by the Employer.
- 11.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 11.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 11.4.
- 11.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

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

## Yarra Valley Grammar Agreement 2009

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

#### **12 CLASSIFICATIONS AND SALARY**

- 12.1 Schedule 1 sets out the classification structure/s and relevant progression arrangements.
- 12.2 Schedule 2 sets out the rates of pay.
- 12.3 To the extent necessary, the Employer and the Teacher agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months and includes the rates of pay in Schedule 2.
- 12.4 The rate of pay specified in Schedule 2 is in compensation for all hours worked under this Agreement.

#### **13 REMUNERATION PACKAGING**

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

#### **14 SUPERANNUATION**

- 14.1 The Employer contribution for a Teacher employed before 31 May 1997, who was then and remains, a member of the Combined Fund, will be 9 per cent plus the additional 3 per cent which was then in place or the legislated entitlement if that becomes greater.
- 14.2 For a Teacher employed after May 1997, who came to the School as a member of the Combined Fund, the Employer contribution will be 9 per cent (or the legislated requirement if that becomes the greater) but there will be no additional 3 per cent.
- 14.3 For a Teacher who comes to the School and who wishes to join Combined Fund, the Employer contribution will be 9 per cent (or the legislated requirement if that becomes the greater) but there will be no additional 3 per cent.
- 14.4 For a Teacher who comes to the School and who does not join Combined Fund, the Employer contribution will be 9 per cent (or the legislated requirement if that becomes the greater) payable to the Employee's choice of superannuation fund and that superannuation fund is a complying fund for the purposes of the relevant legislation, but there will be no additional 3 per cent.

## Yarra Valley Grammar Agreement 2009

14.5 Where a Teacher fails to notify the Employer of the Teacher's chosen complying superannuation fund, the Employer will make contributions to the Combined Fund.

14.6 In all other respects, the Employer makes superannuation contributions in accordance with the Superannuation Guarantee legislation.

### 15 PAYMENT ARRANGEMENTS

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

### 16 WITHHOLDING OF MONIES

16.1 Subject to 16.2, in the event that a Teacher does not provide the full notice required by clause 9 – Qualifying Period or clause 32 – Notice of Termination, as appropriate, the Employer is entitled to withhold from any monies owing to the Teacher an amount equal to the remuneration that the Teacher would have earned for the number of weeks or days of the notice period that the Teacher did not work.

16.2 Subclause 16.1 does not entitle the Employer to withhold any monies owing to a Teacher to the extent to which it would result in the Employer failing to comply with the Australian Fair Pay and Conditions Standard under the Act.

16.3 For the avoidance of doubt, the Employer is entitled to withhold monies owing to a Teacher from sources including (but not limited to) the following:

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

16.4 For the purpose of this clause, the Employer and the Teacher agree that the basic periodic rate of pay may be satisfied over a period of 12 months.

## PART 4 LEAVE AND OTHER ABSENCES

### 17 ANNUAL LEAVE

17.1 Annual Leave is in accordance with the Australian Fair Pay and conditions Standard (Division 4 of Part 7) of the Act, except where more favourable terms are provided in this Agreement. This clause does not reproduce Division 4 of Part 7 of the Act in full.

17.2 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

17.3 A Teacher must take an amount of annual leave during the shut down period immediately following the end of Term 4 and during the shut down period commencing 1 January each year. The shut down period may differ for individual Teachers, depending on work commitments and activities. The shut down is defined as a period where the Employer shuts down the

## Yarra Valley Grammar Agreement 2009

business, or any part of the business, in which the Teacher works.

17.4 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.

17.5 A Teacher will take all accrued annual leave during the shut down period.

### 18 ANNUAL LEAVE LOADING

18.1 A Teacher who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four (4) weeks' annual leave.

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

$$\frac{17.5\% \text{ of working weeks (excluding paid school holidays and non term time)}}{\text{Number of School's term weeks}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

18.3 The Employer may pay leave loading to the Teacher with the first salary payment in December of that year at the rate of pay applicable on 1 December or to the Teacher with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 January of that year, or as subsequently varied, pursuant to the calculation in Clause 18.2.

### 19 PERSONAL LEAVE

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

#### 19.2 Entitlement

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

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

19.2.3 Paid sick leave is taken by the Teacher because of a personal illness or injury.

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

## Yarra Valley Grammar Agreement 2009

- 19.2.5 Where the Teacher has exhausted the paid personal leave entitlement, the Teacher may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Teacher.
- 19.2.6 A Casual Teacher may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Teacher.
- 19.2.7 The amount of personal leave, a Full Time Teacher may take as sick leave, depends upon how long the Teacher 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.
- 19.2.8 A Teacher must notify the Employer of the Teacher's absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of a personal illness or injury or to provide care or support to a member of the Teacher's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- 19.2.9 A Teacher is entitled to sick leave provided that:
- the Teacher produces a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
  - the Teacher 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 Teacher is entitled and which would not otherwise require the production of a certificate; and
  - the Teacher 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 days in the one year.

## 20 COMPASSIONATE LEAVE

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

### 20.2 Entitlement

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

## Yarra Valley Grammar Agreement 2009

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

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

### 21 INFECTIOUS DISEASES LEAVE

21.1 A Teacher 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 Teacher has contracted the disease through a contact at the School and the disease is evident in the School:

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

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

### 22 PARENTAL LEAVE

#### 22.1 Relationship with Act

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

#### 22.2 Application

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

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

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

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

#### 22.3 Definitions

## Yarra Valley Grammar Agreement 2009

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

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

(a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and

(b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

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

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

### 22.4 Basic and additional entitlement

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

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

22.4.2 In addition to the basic entitlement under 22.4.1, a Teacher is entitled to take up to another 52 weeks to be the primary caregiver of the child.

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

### 22.5 Right to request

#### 22.5.1 Simultaneous Leave

## Yarra Valley Grammar Agreement 2009

- (a) Subject to 22.5.1(b), a Teacher entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Teacher to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Teacher in reconciling work and parental responsibilities.
- (b) An application under 22.5.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

### 22.5.2 Part Time Work

- (a) Subject to 22.5.3(b), a Teacher entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Teacher to return from a period of parental leave on a part-time basis until the child reaches five years of age or school age, whichever applies first, to assist the Teacher in reconciling work and parental responsibilities.
- (b) An application pursuant to 22.5.3(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Teacher is due to return to work from parental leave.

### 22.5.3 Request to be considered

- (a) The Employer shall consider any request made pursuant to 22.5.1 or 22.5.2 having regard to the Teacher's circumstances and, provided the request is genuinely based on the Teacher's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (b) A Teacher's request and the Employer's decision made pursuant to 22.5.1 or 22.5.2 must be recorded in writing.

## 22.6 Ordinary maternity leave

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

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

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

- the particulars of any period of paternity leave sought or taken by her spouse;

## Yarra Valley Grammar Agreement 2009

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

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

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

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

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

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

### 22.7 Special maternity leave

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

22.7.2 Where a Teacher is suffering from an illness not related to the direct consequences of the confinement, a Teacher may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

22.7.3 Where a Teacher not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 52 weeks.

22.7.4 Where leave is granted under 22.7.1, during the period of leave a Teacher may return to work at any time, as agreed between the Employer and the Teacher provided that time does not exceed four weeks from the recommencement date desired by the Teacher.

22.7.5 A period of special maternity leave must end before the Teacher starts any continuous period of leave including (or constituted by) ordinary maternity leave.

22.7.6 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of

## Yarra Valley Grammar Agreement 2009

special maternity leave and must be accompanied by a medical certificate from a medical practitioner stating that the Teacher is pregnant, the expected date of birth, and that the Teacher is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.

22.7.7 An application for special maternity leave required because of the end of the Teacher's pregnancy otherwise than by the birth of a living child must be accompanied by:

(e) a medical certificate from a medical practitioner containing the following statements:

- that the Teacher was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
- what the expected date of birth would have been if the pregnancy had gone to full term;
- that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
- that the Teacher is, was, or will be unfit for work during a stated period.

(f) a statutory declaration made by the Teacher containing the following statements:

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

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

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

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

### 22.8 Paternity leave

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

- (a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than 10 weeks before the date stated in the certificate; or

## Yarra Valley Grammar Agreement 2009

(b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states that the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably practicable for the Teacher to comply with 22.8.1(a) because of the premature birth of the child or any other compelling reason; and

(c) must provide to the Employer a written application for short paternity leave stating the first and last days of the period of the period of short paternity leave, with the application given to the Employer as soon as reasonably practicable on or after the first day of the period of leave.

22.8.2 A Teacher must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of long paternity leave. The Teacher must provide the Employer with a statutory declaration no later than 10 weeks prior to the first day of the intended period of leave stating:

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

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

### 22.9 Adoption leave

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

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

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

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

## Yarra Valley Grammar Agreement 2009

- 22.9.4 A notice under 22.9.1, 22.9.2 or 22.9.3 must be given to the Teacher's Employer as soon as reasonably practicable where the Teacher cannot comply due to the day that the placement is expected to start or any other compelling reason.
- 22.9.5 A Teacher must provide a written application to his or her Employer for short adoption leave, stating the first and last dates of the period no later than 14 days before the proposed day of placement of the child. If the Teacher cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Teacher must provide the application as soon as reasonably practicable before the first day of short adoption leave.
- 22.9.6 A Teacher must provide a written application to his or her Employer for long adoption leave, stating the first and last dates of the period no later than 10 weeks before the first day of the proposed continuous period of leave including (or constituted by) the long adoption leave applied for. If the Teacher cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Teacher must provide the application as soon as reasonably practicable before the first day of long adoption leave.
- 22.9.7 The Teacher must also give his or her Employer the following documents:
- (a) a statement from the adoption agency of the day when the placement is expected to start, and
  - (b) a statutory declaration made by the Teacher stating
    - whether the Teacher is taking short adoption leave, long adoption leave or both;
    - the first and last days of the period or periods of leave to be taken;
    - that the child is an eligible child;
    - that the Teacher intends to be the primary care-giver at all times while on the long adoption leave; and
    - that the Teacher will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.
- 22.9.8 A Teacher may take:
- (a) short adoption leave to which he or she is entitled at any time within the period of 3 weeks starting on the day of placement of the child, and/or
  - (b) long adoption leave to which he or she is entitled at any time within 12 months after the day of placement of the child.
- 22.9.9 Where the placement of a child for adoption with a Teacher
- does not commence, the Teacher is not entitled to leave; or
  - commences but is discontinued or cancelled, the Teacher's entitlement to adoption leave is not affected. However, the Employer may give the Teacher written notice that, from a stated day no earlier than four (4) weeks after the day the notice is given, any untaken long adoption leave that the Teacher remains entitled to at the stated day is cancelled with effect from that day.

## Yarra Valley Grammar Agreement 2009

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

### 22.10 Parental leave and other entitlements

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

### 22.11 Transfer to a safe job

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

22.11.2 This subclause applies to a Teacher if

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

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

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

22.11.4 If the Teacher takes paid leave under 22.11.3:

- (a) the entitlement to leave is in addition to any other leave entitlement she has; and
- (b) the period of leave ends at the earliest of whichever of the following times is applicable:
  - (i) the end of the period stated in the medical certificate;

## Yarra Valley Grammar Agreement 2009

- (ii) if the Teacher's pregnancy results in the birth of a living child – the end of the day before the date of birth;
- (iii) if the Teacher's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

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

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

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

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

### 22.13 Returning to work after a period of parental leave

22.13.1 A Teacher will notify the Employer of the Teacher's intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.

22.13.2 A Teacher will be entitled to the position which the Teacher held immediately before proceeding on parental leave. In the case of a Teacher transferred to a safe job pursuant to 22.11, the Teacher will be entitled to return to the position the Teacher held immediately before such transfer. A Part Time Teacher will be entitled to the same time fraction.

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

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

### 22.14 Replacement employees

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

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

### 22.15 Communication during parental leave

## Yarra Valley Grammar Agreement 2009

22.15.1 Where a Teacher is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave; and
- (b) provide an opportunity for the Teacher to discuss any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave.

22.15.2 The Teacher shall take reasonable steps to inform the Employer about any significant matter that will affect the Teacher's decision regarding the duration of parental leave to be taken, whether the Teacher intends to return to work and whether the Teacher intends to request to return to work on a part-time basis.

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

### 23 PARENTAL ALLOWANCE

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

23.1.1 equivalent to 14 weeks' salary at the Teacher's ordinary rate of pay, provided that the Teacher takes a minimum of 14 weeks' unpaid maternity leave commencing at or around the time of the birth of the child; or

23.1.2 equivalent to 14 weeks' salary at the Teacher's ordinary rate of pay, provided that the Teacher takes a minimum of 14 weeks' unpaid adoption leave at or around the time of the placement of the child with the Teacher.

23.2 The payment under 23.1 is paid in full upon taking the leave.

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

23.4 Where a Teacher is granted unpaid short paternity or unpaid short adoption leave at the time of the birth of a child or placement of a child for adoption in accordance with the Act, the Teacher is entitled to a parental allowance at the Teacher's ordinary rate of pay for up to one week of the short paternity or short adoption leave. The period of leave should preferably be taken as one week or as five days, taken within 60 days of the birth or placement of the child.

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

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

**Yarra Valley Grammar Agreement 2009**

- 23.7 The parental allowance is not payable during a period of paid leave.
- 23.8 Where a statutory paid parental leave scheme is implemented during the term of this Agreement, the Employer, in lieu of 23.1 or 23.4, will provide the Teacher with the leave entitlement under the statutory paid parental leave scheme and pay the difference between the statutory payment and the Teacher's ordinary rate of pay for the requisite number of weeks.

**24 LONG SERVICE LEAVE**

- 24.1.1 A Teacher is entitled to long service leave. The *Long Service Leave Act 1992 (Vic.)*, as amended from time to time, specifies the entitlement. This Agreement will prevail over the Act in the event of any inconsistency.
- 24.1.2 A Teacher is entitled to long service leave of thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980 and to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing after 1 January 1980. From this date, a Teacher is entitled to an additional six and a half (6½) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.
- 24.1.3 Subject to Clause 24.1.4 a Teacher will be able to request long service leave when the Teacher has an entitlement to long service leave which is equal to or greater than the number of working weeks in the term that the Teacher is requesting leave for.
- 24.1.4 Accrued long service leave will be paid in lieu where a Teacher's employment is terminated after seven (7) years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act 1992 (Vic.)*.
- 24.1.5 A Teacher, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Teacher's normal salary.
- 24.1.6 A Teacher, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:

<b>Service prior to 1 February 1997</b>		
	<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"> <li>• leave taken from the full-time credit will be paid at the current full-time salary, and</li> <li>• leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time</li> </ul>

## Yarra Valley Grammar Agreement 2009

		salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment
(c)	where part-time employment falls last	<ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> </ul>
(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
<b>Service from 1 February 1997</b>		
<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

### 24.2 Illness on Long Service Leave

24.3 Subject to the requirements of Clause 19, a Teacher, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the Teacher. The Principal may require the Teacher to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Teacher.

### 24.4 The Teacher's application under Clause 19:

- i. must be received by the Employer during the period of illness or injury;
- ii. must be accompanied by a medical certificate from a registered health practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- iii. must indicate whether the Teacher wishes to extend the long service leave by the period of the illness or injury or whether the Teacher will

## Yarra Valley Grammar Agreement 2009

return from long service leave as planned with the period of illness or injury increasing the Teacher's accrued long service leave entitlement.

### 25 PUBLIC HOLIDAYS

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

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

25.2 Public holidays that occur during a period of Non Attendance Time for Teachers in accordance with clause 11 – Non Attendance Time do not create an additional entitlement.

25.3 In exceptional circumstances, the Employer may substitute another day for any prescribed in 25.2.

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

25.5 The Employer and a Teacher may agree to the Employee taking another day as the public holiday in lieu of the specified day.

25.6 An agreement made in accordance with 25.5 or 25.6 must be recorded in writing and made available to every affected Teacher. Any such agreement must be recorded in the time and wages records kept by the Employer.

### 26 LEAVE WITHOUT PAY

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

### 27 EXAMINATION LEAVE

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

### 28 QUALIFICATION CONFERRAL LEAVE

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

### 29 JURY SERVICE LEAVE

29.1 A Teacher if required to appear and/or serve as a juror will be entitled to be

## Yarra Valley Grammar Agreement 2009

granted leave for the period during which attendance at court is required.

- 29.2 A Teacher must notify the Employer as soon as possible of the date upon which the Teacher is required to attend for jury service.
- 29.3 A Teacher must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 29.4 The Teacher must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 29.5 Subject to 29.3 of this clause, an Employer will reimburse a Teacher granted leave pursuant to 29.1 an amount equal to the difference between the amount paid in respect of the Teacher's attendance for such jury service and the amount of salary the Teacher would have received had the Teacher not been on jury service.

### 30 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

- 30.1 Where a Teacher is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985 (Vic)*, the Employer must pay to the Teacher the difference between such weekly payments and the normal remuneration of the 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 Teacher remains employed by the Employer.
- 30.2 If a Teacher is absent from work because of a personal illness or injury, for which the Teacher is receiving compensation payments pursuant to the *Accident Compensation Act 1985 (Vic)*, then:
- (a) the Teacher does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
    - i. annual leave; or
    - ii. paid personal/carer's leave; and
  - (b) the Teacher is not entitled to any payment or benefit in respect of any Non Attendance Time which fall during the period that the Teacher is in receipt of weekly payments under the *Accident Compensation Act 1985 (Vic)*.
- 30.3 In the event that a Teacher, who is in receipt of weekly compensation payments pursuant to the *Accident Compensation Act 1985 (Vic)*, has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Teacher will take the accrued annual leave entitlement.
- 30.4 For the purposes of 20.3, the period of annual leave will not reduce the Teacher's entitlement to such compensation payments or to accident make-up pay, if applicable.

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

**31    PERFORMANCE/CONDUCT REVIEW**

**31.1 Performance Evaluation and Review**

If, as a result of performance evaluation, serious concerns are raised about a Teacher's employment for reasons related to performance (other than on the grounds of serious neglect of duty), then the Employer will:

- (a) provide notification in writing of the grounds for the Principal's concerns with the Teacher's performance;
- (b) having notified the teacher of the time, date and place for a meeting, provide the Teacher with the opportunity to respond to the concerns;
- (c) confirm the teacher's right to be accompanied by a nominee of the teacher's choice at the meeting;
- (d) clarify the roles of all those present at the intended meeting; and
- (e) confirm the Principal's right to terminate the employment of the Teacher if the concerns related to performance are not appropriately addressed.

**31.2 Conduct Review**

**31.2.1** If, as a result of a particular incident or as the result of a conduct review, serious concerns are raised about a Teacher's employment for reasons related to conduct (other than on the grounds of serious neglect of duty or gross misconduct), then the Employer will:

- (a) provide notification in writing of the grounds for the Principal's concerns with the Teacher's conduct;
- (b) having notified the Teacher of the time, date and place for a meeting, provide the Teacher with the opportunity to respond to the concerns;
- (c) confirm the Teacher's right to be accompanied by a nominee of the Teacher's choice at the meeting;
- (d) clarify the roles of all those present at the intended meeting; and
- (e) confirm the Principal's right to terminate the employment of a Teacher if the concerns related to conduct are not appropriately addressed.

**31.2.2** In the case of serious neglect of duty or gross misconduct, the Employer reserves the right to place the Teacher on paid leave whilst the matter is investigated.

**32    NOTICE OF TERMINATION**

**32.1** Where the Employer wishes to terminate the employment of a Teacher serving a qualifying period pursuant to clause 9 – Qualifying Period, or a Teacher wishes to resign during a qualifying period, the period of notice is specified by clause 9 – Qualifying Period.

**32.2** Subject to clause 9 – Qualifying Period and 32.3, where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.

**32.3** Subject to clause 32, where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service but less than five years' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within

## Yarra Valley Grammar Agreement 2009

the one school term or full payment in lieu.

- 32.4 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to clause 22 that the Teacher being replaced wishes to return from parental leave.
- 32.5 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.
- 32.6 Subject to clause 9, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 32.7 The notice period in this clause and in clause 9 – Qualifying Period do not apply where the Teacher is guilty of serious misconduct.

### 33 REDUNDANCY

#### 33.1 Definition

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

#### 33.2 Redundancy Disputes

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

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

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

#### 33.3 Transfer to lower paid duties

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

## Yarra Valley Grammar Agreement 2009

### 33.4 Severance Pay

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

<u>Period of Continuous Service</u>	<u>Severance Pay</u> (under 45 years)	<u>Severance Pay</u> (45 years and over)
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks' pay	5 weeks' pay*
2 years and less than 3 years	7 weeks' pay	8 weeks' pay
3 years and less than 4 years	9 weeks' pay	10 weeks' pay
4 years and less than 5 years	10 weeks' pay	12 weeks' pay
5 years and less than 6 years	12 weeks' pay	14 weeks' pay
6 years and less than 9 years	14 weeks' pay	16 weeks' pay
9 years and less than 15 years	16 weeks' pay	18 weeks' pay
15 years and over	18 weeks' pay	20 weeks' pay

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

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

### 33.5 Leaving during notice

A Teacher, whose employment is terminated for reasons of redundancy, may terminate the Teacher's employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 12 had the Teacher remained with the Employer until the expiry of such notice. In such circumstances the Teacher will not be entitled to payment in lieu of notice.

### 33.6 Alternative employment

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

### 33.7 Time off during notice period

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

## PART 6 OTHER PROVISIONS

### 34 MEAL ALLOWANCE

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

## Yarra Valley Grammar Agreement 2009

### **35 BREAKAGE AND LOSS**

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

### **36 PROTECTIVE CLOTHING**

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

### **37 EDUCATION OF TEACHERS' CHILDREN**

37.1 The Employer will maintain its offer of a 25 per cent discount on student school fees for children of a Full Time Teacher. A Part Time teacher will be entitled to a pro rata school fee reduction.

37.2 A teacher enrolling a child in the School will not be required to pay the non-refundable Enrolment Charge on acceptance of offer of a place in the School. A Teacher leaving employment with the Employer, whose children remain, will be required to pay the non-refundable Enrolment Charge, upon the Teacher's departure. Fees can, by arrangement, be deducted from wages, after tax.

### **38 No EXTRA CLAIMS**

It is agreed that whilst this Agreement is in operation, the parties (Employer and Teachers) to this Agreement will not engage in or organise, or attempt to engage in or organise, protected industrial action under the Act.

## **SCHEDULE 1 – CLASSIFICATION STRUCTURE**

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

- 1.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 4, and subject to 1.1.3, progress to Level 14 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- 1.1.2 A Teacher, who has a 3-year approved training course beyond secondary school including teacher training, will commence at Level 4, and subject to 1.1.3, progress to Level 14 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- 1.1.3 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

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

- 1.2.1 A Permission to Teach Teacher will be paid not less than Level 4.
- 1.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

### **1.3 Teachers holding Positions of Responsibility**

- 1.3.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or leadership duties additional to those usually required of a Teacher by the Employer.
- 1.3.2 The rate of pay is linked to a position of responsibility rather than tied to an individual teacher.
- 1.3.3 The Principal determines who is eligible for the rate of pay.
- 1.3.4 The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid.

**SCHEDULE 2 – SALARIES AND ALLOWANCES**  
**2.1 Annual Rate of Pay**

**Comparison of State / Yarra Valley Grammar Salaries and Responsibilities for 2009 to 2011 (as at March 2009)**

Years of Teaching	State Level	YVG Level	YVG \$ 2009	YVG \$ 2010	YVG \$ 2011	Responsibilities at Yarra Valley Grammar
	LT-3		LT 3.3 – 96,392 (16,450) LT 3.2 – 93,760 (13,818) LT 3.1 – 91,457 (11,515)	LT 3.3 – 99,284 (16,943) LT 3.2 – 96,573 (14,232) LT 3.1 – 94,201 (11,860)	LT 3.3 – 102,263 (17,452) LT 3.2 – 99,470 (14,659) LT 3.1 – 97,027 (12,216)	Subject to the PD for a teacher and the relevant PD for a position of responsibility, teachers at this level will be expected to: Lead and manage (L & M) the implementation of whole-school improvement initiatives related to the school strategic plan and School priorities L & M the implementation of whole-school improvement strategies related to curriculum planning and delivery L & M the provision of professional learning and developing individual and team performance and development plans for teaching staff within the priorities of the school L & M staff performance and development (review of staff) Teach demonstration lessons L & M the development of the School's assessment and reporting policies and practices L & M the implementation of the School operations and policies related to student welfare and discipline Lead the development of curriculum in a major learning area and participating in curriculum development in other areas Be responsible for general discipline matters beyond the management of classroom teachers Contribute to the overall leadership, organization and management of the School Be an outstanding classroom teacher (includes levels of Expert Teacher)
	LT-2		LT 2.3 – 89,154 (9,212) LT 2.2 – 86,851 (6,909) LT 2.1 – 84,658 (4,716)	LT 2.3 – 91,829 (9,488) LT 2.2 – 89,457 (7,116) LT 2.1 – 87,198 (4,857)	LT 2.3 – 94,584 (9,773) LT 2.2 – 92,141 (7,330) LT 2.1 – 89,814 (5,003)	
	LT-1		LT 1.3 – 83,781 (3,838) LT 1.2 – 82,574 (2,632) LT 1.1 – 81,368 (1,426)	LT 1.3 – 86,294 (3,953) LT 1.2 – 85,052 (2,711) LT 1.1 – 83,809 (1,468)	LT 1.3 – 88,883 (4,072) LT 1.2 – 87,603 (2,792) LT 1.1 – 86,323 (1,512)	
11 <sup>th</sup> year	E4	14	79,943	82,341	84,811	<b>Subject to the PD for a teacher, staff at all levels below would be expected to:</b> Have the content knowledge and pedagogical practice to meet the diverse needs of all students Model exemplary classroom practice and mentoring / coaching other teachers in the School to engage in critical reflection of their practice and to support staff to expand their capacity Provide expert advice about the content, processes and strategies that will shape Individual and School professional learning Supervise and train one or more student teachers Assist staff to use student data to inform teaching approaches that enable targets related to improving student learning outcomes to be achieved
10 <sup>th</sup> year	E3	13	73,167	75,362	77,622	
9 <sup>th</sup> year	E2	12	71,116	73,250	75,447	
8 <sup>th</sup> year	E1	11	69,249	71,326	73,466	
7 <sup>th</sup> year	A5	10	66,840	68,845	70,911	
6 <sup>th</sup> year	A4	9	64,614	66,553	68,549	Take on some positions of responsibility including the training of student teachers as required
5 <sup>th</sup> year	A3	8	62,851	64,737	66,679	Take some positions involving minor responsibilities as required
4 <sup>th</sup> year	A2	7	60,832	62,657	64,537	May train student teachers as required
3 <sup>rd</sup> year	A1	6	59,107	60,880	62,706	Contribute to the planning, preparation and teaching of programs Provide evidence of thorough documentation
2 <sup>nd</sup> year	G2	5	56,095	57,778	59,512	Plan, prepare and teach programs under some direction
1 <sup>st</sup> year	G1	4	54,732	56,374	58,065	Provide evidence of thorough documentation

Notes:

- 1 The annual rate of pay for a Full Time Teacher will be not less than that prescribed in the above table
- 2 The total of the salary shown in each of the Leading Teacher categories assumes that a teacher has moved to the top of the automatic scale and then attracts the allowance shown in brackets. It may be that teachers attract allowances before reaching the top of the automatic scale and therefore, their total salary would be less than the total shown, however the allowance would still be relevant
- 3 Salaries are excluding the annual leave loading
- 4 A Teacher on Level 12 prior to 1 July 2008 will translate to Level 14 from 1 July 2008.
- 5 A Teacher on Level 11 (\$67,560) prior to [date] will translate to Level 12 from 1 January 2009
- 6 Level 13 comes into effect from 1 January 2010 for a Teacher on Level 11 in 2008, who translates to Level 12 in 2009 and to Level 13 in 2010

## 2.2 Weekly Rate of Pay

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

## 2.3 Annual Leave Loading

The annual rate of pay in 2.1 does not include annual leave loading.

## 2.4 Casual Rate of Pay

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

- \$275.00 per day
- \$137.50 per half day

## 2.5 Allowances for Positions of Responsibility

- 2.5.1 The following allowances apply to a position of responsibility.
- 2.5.2 Where the position of responsibility is shared, the rate of pay may also be shared.
- 2.5.3 During long service leave, an allowance
  - (f) which has been due to the relevant Teacher will be paid where the nature of the allowance is as reward for an ongoing responsibility such as Year Level Coordinator, Head of Department, etc; or
  - (g) which relates to a particular specified period of the year, such as teacher-in-charge of a sport, will not be paid during the period of long service if long service is taken during the period that the allowance would otherwise have been payable.