



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Alphington Grammar School
(AG2022/4307)

ALPHINGTON GRAMMAR SCHOOL AGREEMENT 2022

Educational services

DEPUTY PRESIDENT YOUNG

MELBOURNE, 24 OCTOBER 2022

Application for approval of the Alphington Grammar School Agreement 2022

[1] Alphington Grammar School (the Employer) has made an application for approval of an enterprise agreement known as the *Alphington Grammar School Agreement 2022* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] On the basis of the material contained in the application, the accompanying statutory declaration and the additional information provided by the Employer, I am satisfied that each of the requirements of ss 186, 187, and 188 as are relevant to this application for approval have been met.

[3] The Independent Education Union of Australia, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it seeks to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[4] The Agreement was approved on 24 October 2022 and, in accordance with s 54, will operate from 31 October 2022. The nominal expiry date of the Agreement is 24 October 2026.



DEPUTY PRESIDENT

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Alphington
GRAMMAR SCHOOL

ALPHINGTON GRAMMAR SCHOOL AGREEMENT 2022

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Alphington Grammar School Agreement 2022

PART1: APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement is to be known as the *Alphington Grammar School Agreement 2022* (the Agreement) and is a single enterprise agreement made pursuant to s. 172(2) of the *Fair Work Act 2009* (Cth).

2. ARRANGEMENT

This Agreement is arranged as follows.

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Positions of Responsibility Structure	1C	
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Educational Services (ES) Employees		
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3. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 Where the Agreement passes the better off overall test, the Agreement will be operative from the seventh day after the date specified in the notice issued by the Fair Work Commission.
- 3.2 The nominal expiry date of the Agreement is 4 years from the date of approval by the Fair Work Commission.

4. COVERAGE

- 4.1 This Agreement covers:
- a. the Employer;
 - b. Teachers, as defined in cl.7 - Definitions;
 - c. Educational Services (ES) Employees, as defined in cl.7 - Definitions
- 4.2 This Agreement does not cover:
- a. a Principal;
 - b. a Deputy Principal, by whatever name called;
 - c. a Bursar or Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer from time to time;
 - d. any Employee who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the *Fair Work Regulations 2009* (Cth) from time to time;
 - e. apprentices;
 - f. trainees; and
 - g. Employees on a supported wage system.
- 4.3 Parts 1 and 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3 and 4 of this Agreement apply to Employees as specified.

5. RELATIONSHIP TO AWARDS

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to any of the Employees covered by this Agreement.

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6. NATIONAL EMPLOYMENT STANDARDS

- 6.1** The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 6.2** Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply. This Agreement provides enterprise-specific detail where it deals with a matter provided for in the NES.

7. DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Award	means the following (unless separately specified): <ul style="list-style-type: none"> • <i>Educational Services (Schools) General Staff Award 2020</i>, and/or • <i>Educational Services (Teachers) Award 2020</i> or successor awards
Casual Employee	means an Employee employed pursuant to cl.12.5 of this Agreement
Classroom support services	means the provision of services, including support, to teachers and students in a primary or secondary classroom or to individual students or groups of students
Commission	means the Fair Work Commission or its successor
Continuity of service	includes all service for which paid leave is applicable. Paid leave may include personal/carer's leave, compassionate leave, infectious diseases leave, annual leave, long service leave, examination leave and qualification conferral leave and a period during which accident make-up payments are being received by the Employee. Periods of unpaid leave do not count as service but do not break continuous employment
Curriculum/resources services	means the provision of curriculum-related services, such as those provided by a library, laboratory or a technology centre
Early Learning Centre (ELC) Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3A of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is employed to teach in the School's Early Learning Centre (ELC). This definition does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Early Learning Services	means the provision of services in the early learning centre, including a child care centre, for pre-primary aged children
Educational Services (ES) Employee	means an Employee other than a Teacher who is covered by this Agreement, who is employed in one of the following services: <ul style="list-style-type: none"> • classroom support services • curriculum/resources services

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	<ul style="list-style-type: none"> • early learning services • nursing services • school administration services • school operational services • wellbeing services
Employee	means a person (Teacher and ES Employee), unless separately specified) covered by this Agreement
Employer	means Alphington Grammar School ABN 11007434362
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 cl.12.4 of this Agreement
Four-year trained teacher	<p>means a Teacher:</p> <ul style="list-style-type: none"> • who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university, as determined by the Victorian Institute of Teaching; or • who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or • who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers
Full Time Employee	means an Employee employed pursuant to cl.12.2 of this Agreement
Immediate Family	<p>means</p> <ul style="list-style-type: none"> • a spouse (including a former spouse), a de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee, <p>where a de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes)</p>
NES	means the National Employment Standards as contained in Part 2-2 of the Act or its successor
Non-term weeks	means weeks, or part thereof, in the School Year other than Term weeks and includes periods designated as school holidays for students. The total number of Non-term weeks will not be less than the total number of Non-term weeks gazetted for Victorian Government Schools
Nursing services	means services provided by a registered nurse, who is registered in the State of Victoria

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Part Time Employee	means an Employee employed pursuant to cl.12.3 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 4 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) or its successor
Principal	means the Principal of Alphington Grammar School or the Principal's nominee
Registered Health Practitioner	means a person registered under the <i>Health Practitioner Regulation National Law (Victoria) Act 2009</i> (National Law) (or its successor) to practise a health profession
Registered Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
School	means Alphington Grammar School ABN 11007434 362 trading as Alphington Grammar School
School administration services	means services to support the functional areas of the School's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management
School operational services	means services to support the School's non-business operations including but not limited to: <ul style="list-style-type: none"> • construction, plumbing, carpentry, painting and other trades • cleaning, maintenance, school facility management • security, caretaking • gardening, turf management • retailing (e.g. canteen, uniform shop, bookshop) • cooking/catering • bus driving
School Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Divisions 3, 3A or 4 (as appropriate) of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is employed to teach in the School's educational program. 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
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 School Teacher and an ELC Teacher, unless separately specified
Term weeks	means the weeks, or part thereof, in the School Year that students are required to attend School and designated student free days as set out in the school calendar of the School
Victorian Institute of Teaching (VIT)	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor

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Wellbeing services	means services to support the health and well-being of students, and employees, where appropriate, such as home/school liaison, counselling and therapy
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8. AGREEMENT FLEXIBILITY

8.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a. the Agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
- b. the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in cl.8.1.a;
- c. the arrangement is genuinely agreed to by the Employer and Employee. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the Employer.

8.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- a. are about permitted matters under section 172 of the Act; and
- b. are not unlawful terms under section 194 of the Act; and
- c. result in the Employee being better off overall at the time the agreement is made than the Employee would be if no arrangement was made.

8.3 The Employer must ensure that the individual flexibility arrangement:

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

8.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The Employer or Employee may terminate the individual flexibility arrangement:

- a. by giving 28 days' written notice to the other party to the arrangement; or
- b. if the Employer and Employee agree in writing — at any time.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause are not met, then the agreement may be terminated by either the Employee or the Employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

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9. DISPUTE RESOLUTION PROCEDURE

In relation to any matter arising out of NES or 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 the matter 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 the matter 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 for conciliation and if necessary arbitration. 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.

The Employer and an Employee may be represented for the purposes of the procedures in this clause.

10. CONSULTATIVE COMMITTEE

10.1 Purpose of Committee

It is acknowledged that the overall purpose of consultation is to provide an environment for communication about matters that affect Employees and in doing so, establish a consultative mechanism to support communication.

10.2 Composition of Committee

10.2.1 At the request of one or more employees, the Principal will implement a process to establish a Consultative Committee (Committee). The Committee, if established, shall comprise the Principal, three nominees of the Principal, four elected employee representatives (with two employee representatives elected by the IEU sub-branch and two employees elected by all employees).

10.2.2 The Committee will be established upon the election of four employee representatives.

10.3 Role of Committee

The Committee may make recommendations to the Principal in respect of the following matters:

- a. overnight school programs
- b. positions of responsibility
- c. workload policy (scheduled class time, extras, extra/co-curricular responsibilities)
- d. meeting schedules (parent/teacher interviews, information nights, weekend school functions)
- e. professional development
- f. policy matters concerning staff welfare.

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10.4 Role of Principal

The Committee acknowledges that the final decision-making remains the prerogative of the Board, as exercised through the Principal of the School.

10.5 Operation of the Committee

10.5.1 The Chairperson of the Committee will be the Principal except where the Principal nominates another Chairperson.

10.5.2 The Committee will ordinarily meet once per term except that a meeting of the Committee may be called by the Principal/Chairperson or by at least three members of the Committee.

10.5.3 Meetings of the Committee are formal, with:

- a. the notice of a meeting normally to be given at least one week in advance of the meeting;
- b. the agenda and relevant papers (including matters to be discussed) distributed at least 48 hours before the meeting;
- c. the notes of meetings kept and normally made available to the members of the Committee within two weeks of the date of the meeting.

10.5.4 Where no agenda items have been received by the Principal/Chairperson at least 72 hours in advance of the meeting, the meeting will be cancelled.

10.5.4 When confidential matters are discussed by the Committee, all members of the Committee are bound by that confidentiality. The Committee, by majority decision may, determine whether a matter is confidential prior to a detailed discussion of the matter.

11. CONSULTATION

11.1 This clause applies if the Employer:

- a. has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on Employees; or
- b. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

In this clause: **relevant Employees** means the Employees who may be affected by a change referred to in cl.11.1.a or 11.1.b.

Consultation regarding major workplace change

11.2 For a major change referred to in cl.11.1.a:

- a. the Employer must notify the relevant Employees of the decision to introduce the major change; and
- b. cl.11.3 to 11.9 apply.

11.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

11.4 If:

- a. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
 - b. the Employee or Employees advise the Employer of the identity of the representative,
- the Employer must recognise the representative.

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- 11.5** As soon as practicable after making its decision, the Employer must:
- a. discuss with the relevant Employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the Employees; and
 - iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - b. for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the Employees; and
 - iii. any other matters likely to affect the Employees.
- 11.6** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 11.7** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 11.8** If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl.9.2(a) and cll.9.3 and 9.5 are taken not to apply.
- 11.9** In this clause, a major change is **likely to have a significant effect on Employees** if it results in:
- a. the termination of the employment of Employees; or
 - b. major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain Employees; or
 - f. the need to relocate Employees to another workplace; or
 - g. the restructuring of jobs.

Consultation about changes to regular rosters or hours of work

- 11.10** For a change referred to in cl.11.1(b):
- a. the Employer must notify the relevant Employees of the proposed change; and
 - b. cll.11.11 to 11.15 apply.
- 11.11** The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 11.12** If:
- a. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
 - b. the Employee or Employees advise the Employer of the identity of the representative,
- the Employer must recognise the representative.
- 11.13** The Employer must:
- a. discuss with the relevant Employees the introduction of the change; and
 - b. for the purposes of the discussion, provide to the relevant Employees:
 - i. information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
 - ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - iii. information about any other matters that the Employer reasonably believes are

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- likely to affect the Employees; and
- c. invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 11.14** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 11.15** The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 11.16** For the purposes of cl.11.11 to 11.15, the Employer's educational timetable in respect of academic classes and student activities, which:
- a. may operate on a term, semester of a School year basis, and
 - b. ordinarily changes between one period of operation and the next, and
 - c. may change during the period of operation,
- is not a regular roster.
- 11.17** However, where a change to the Employer's educational timetable directly results in a change:
- a. to the number of ordinary hours of work of an Employee, or
 - b. to the spread of hours over which the Employee's ordinary hours are required to be worked, or
 - c. to the days over which the Employee is required to work,
- cl.11.11 to 11.15 will apply.

PART 2: CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

12. MODES OF EMPLOYMENT

12.1 Appointment

12.1.1 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.

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

- a. whether the Employee's employment is full-time or part-time;
 - b. the date of commencement of employment;
 - c. the classification and rate of pay applicable on commencement;
- together with information required by cl.12.3.2 and 12.4.2, as relevant.

12.2 Full Time Employee

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

12.3 Part Time Employee

12.3.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.

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

12.3.3 The Employer cannot vary the days and times of attendance of a Part Time Employee during the School Year unless:

- a. the Employee consents, or
- b. if the Employee has not consented to the variation under cl.12.3.3.a, the Employer has implemented the process required under cl.11.10 to 11.17 of this Agreement.

12.3.4 Where a change is made to a Part Time Employee's days and times of attendance pursuant to cl.12.3.3(b), the Employer will provide notice in writing of:

- a. seven weeks for a Teacher, or
 - b. four weeks for an ES Employee,
- or where the change would result in a reduction in salary, the salary of the Employee is maintained for a period of seven weeks in the case of a Teacher and four weeks in the case of an ES Employee.

12.3.5 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. The pro rata annual salary is calculated using the formula in cl.12.3.5.

12.3.6 For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are 20.5 hours for a secondary School Teacher, 22 hours for a primary School Teacher and 24 hours 25 minutes for an Early Childhood Teacher.

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

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

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12.4 Fixed Term Employee

12.4.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as a Full Time or Part Time Employee:

- 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; or
- 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.

12.4.2 Before employing a Fixed Term Employee, the Employer will inform the Fixed Term Employee in writing 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.

12.4.3 Subject to clause 13 – Minimum employment period, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or where the Employee is replacing an Employee on parental leave in accordance with the appropriate notice of termination provisions in cl. 44 or 52..

12.4.4 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)
- redundancy
- tuition fee discount (unless appointed for a minimum period of more than two consecutive years)
- paid parental leave
- paid community service leave
- remuneration packaging during the first six months of employment, unless otherwise agreed by the Employer.

12.5 Casual Employee

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

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

12.5.3 For a Casual Employee:

- a. who is an ES Employee, the minimum engagement is two hours, unless the ES Employee is engaged in the School's outside school hours program, in which case the two-hour minimum engagement may be satisfied by working one hour before School and one hour after School on the same day;
- b. who is a Teacher, the Employer will engage a Casual Teacher for a full day or a half day.

12.5.4 The Employer must not employ a Casual Teacher for more than 20 consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

12.5.5 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

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- school holidays
- non term weeks
- leave loading
- paid personal/carer's leave
- paid parental leave
- paid compassionate leave
- paid natural disaster leave
- paid community service leave
- accident make-up pay
- tuition fee discount

12.5.6 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave (unless an Eligible Casual Employee, as defined in the NES) and long service leave, where eligible.

13. MINIMUM EMPLOYMENT PERIOD

13.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period, as defined by the Act.

13.2 If the Employer is to terminate the employment of an Employee during the minimum employment period, then the Employer needs to provide the relevant notice of termination in cl.46 or 54 but does not need to comply with any due process or performance management policies or procedures in place from time to time.

13.3 If the Employee is to resign within the minimum employment period, then the Employee is required to give the same notice required of the Employer in cl.13.2 above.

14. REMUNERATION PACKAGING

14.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided:

- a. there is no additional cost to the Employer, and
 - b. the Employee has completed at least six months of employment as either an ongoing or Fixed Term Employee,
- 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 School policy, legislation and Australian Taxation Office rulings until otherwise advised.

14.2 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.

15. SUPERANNUATION

The Employer makes an employer superannuation contribution 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, a request for stapled super fund details will be made to the Australian Taxation Office (ATO). If the Employer is advised by the ATO that the Employee does not have a stapled super fund, the Employer's default superannuation fund, Aware Super applies and the contribution will be made to this fund.

The rights and obligations in these clauses supplement those in superannuation legislation.

16. PAYMENT ARRANGEMENTS

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

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17. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

17.1 Employee may request change in working arrangements

This clause applies where an Employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An Employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 17 is an addition to s.65.

17.2 Responding to the request

Before responding to a request made under s.65, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- a. the needs of the Employee arising from their circumstances;
- b. the consequences for the Employee if changes in working arrangements are not made; and
- c. any reasonable business grounds for refusing the request.

Note 1: The Employer must give the Employee a written response to an Employee's s.65 request within 21 days, stating whether the Employer grants or refuses the request (s.65(4)).

Note 2: If the Employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

17.3 What the written response must include if the Employer refuses the request

17.3.1 This clause applies if the Employer refuses the request and has not reached an agreement with the Employee under cl.17.2.

17.3.2 The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

17.3.3 If the Employer and Employee could not agree on a change in working arrangements under this clause, the written response under s.65(4) must:

- a. state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
- b. if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

17.4 What the written response must include if a different change in working arrangements is agreed

If the Employer and the Employee reached an agreement under cl.17.2 on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

17.5 Dispute resolution

Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by this clause, can be dealt with

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under cl.9 (Dispute resolution procedure).

18. PERSONAL/CARER'S LEAVE

18.1 NES

Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

18.2 Entitlement

18.2.1 An Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick leave and carer's leave.

18.2.2 For a Full Time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid personal/carer's leave on a pro rata basis based on specified hours in cl.40 or 48.

18.2.3 Where a Full Time Employee requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual as follows:

- a. six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or
- b. up to the annual entitlement of 15 days, if in the second or subsequent year of employment,

provided that:

- i. the notice and evidentiary requirements are met, and
- ii. any paid leave provided in advance of accrual at the time of termination of employment is deducted from the Employee's final payment.

18.2.4 Paid sick leave is taken by the Employee because of a personal illness or injury.

18.2.5 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.

18.2.6 Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee 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 Employee.

18.2.7 A Casual Employee 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 Employee.

18.2.8 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.

18.2.9 An Employee is entitled to personal/carer's leave provided that the Employee produces a medical certificate from a Registered Medical Practitioner, a Registered Health Practitioner or a statutory declaration to the Employer:

- for any absence of more than two consecutive days;
- for any absence continuous with a public holiday to which the Employee is entitled and which would not otherwise require the production of a certificate;
- for any absence adjacent to the beginning or end of a school term, where the Employee works during Term Weeks only; and
- where the number days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

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18.3 Special leave

- 18.3.1 At the commencement of a School Year, 33.3 per cent of an Employee's annual personal/carer's leave entitlement for that School Year, will be regarded as being available for special leave in that School Year. For example, special leave for a Full Time Employee who gives service for a full School Year will be five days. An Employee who is employed on a part-time basis and/or who gives service for less than the full School Year will be entitled to pro rata of five days' special leave.
- 18.3.2 In any School Year, an Employee cannot access more than 33.3 per cent of the Employee's annual personal/carer's leave entitlement for that School Year as special leave.
- 18.3.3 An Employee must:
- request special leave in writing and provide the reason for requesting leave;
 - make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and
 - take special leave as a full day or as a half-day.
- 18.3.4 The Employer will grant special leave subject to:
- satisfaction of the application requirements, and
 - the operational requirements of the workplace for that day or half-day.
- 18.3.5 For the purpose of this clause, special leave may be accessed:
- to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
 - to attend a significant family event (e.g., wedding) for a member of the Employee's Immediate Family or household;
 - to attend to a matter of urgent pressing necessity or obligation;
 - to appear before a court or tribunal;
 - to observe religious days;
 - for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander; or
 - as otherwise agreed to by the Employer.

19. COMPASSIONATE LEAVE

19.1 NES

Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

19.2 Entitlement

- 19.2.1 An Employee may take three days' paid leave per occasion when:
- a member of the Employee's Immediate Family or household dies; or
 - the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life; or
 - a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
 - the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- 19.2.2 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 Employee.
- 19.2.3 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.

20. INFECTIOUS DISEASES LEAVE

- 20.1 An Employee who is suffering from one of the infectious diseases will be granted

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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, or
- Hepatitis.

20.2 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.

21. PUBLIC HOLIDAYS

21.1 NES Entitlement

Public holidays are as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

21.2 Public holidays

Under the NES, public holidays include:

- 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.

21.3 Public holidays that occur during Non-term weeks for a Teacher do not create an additional entitlement.

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

21.6 An agreement made in accordance with cl.21.4 or 21.5 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.

21.7 An ES Employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Employer and the ES Employee have agreed to the ES Employee taking a day off instead of payment in which case the ES Employee will be paid at the ordinary time rate of pay for work on the public holiday.

22. PARENTAL LEAVE

22.1 NES

Parental leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.

22.2 Application

Parental leave applies to an Employee, other than a Casual Employee who is not an eligible casual employee.

22.3 Basic entitlement to unpaid leave

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- 22.3.1 An Employee upon the completion of 12 months' continuous service with the Employer is entitled to up to 104 weeks of unpaid parental leave, which is the combined entitlement under ss.70 and 76 of the Act, in relation to the birth or adoption of a child. This includes:
- a. up to 104 weeks of unpaid birth-related leave where the Employee has responsibility for the child; or
 - b. up to 104 weeks of unpaid adoption-related leave where the Employee has responsibility for the child.
- 22.3.2 Under the NES, an Employee, who is a member of an Employee couple, where each of the Employees intends to take unpaid parental leave, is entitled to take concurrent leave, which is taken at the same time that the Employee, who has responsibility for the care of the child has taken leave:
- a. for up to eight weeks during the 12 months after the date of birth or day of placement of the child;
 - b. with the leave to commence no earlier than the date of birth or the day of placement of the child unless the Employer agrees to different arrangements;
 - c. with the leave taken in one continuous period or in separate periods, with each period not being less than two weeks, unless the Employer otherwise agrees.

22.4 Continuity of employment

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

22.5 Notice of termination to a replacement Teacher

A Teacher replacing a Teacher granted parental leave will not be entitled to more than four (4) weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time that the replacement Teacher is employed.

22.6 Pre-natal medical appointments

- 22.6.1 A Full Time female Employee who is pregnant is entitled to use up to five days of accrued personal/carer's leave to attend pre-natal medical appointments. This entitlement applies on a pro rata basis for a Part Time female Employee
- 22.6.2 The Employee is required to provide evidence, in the form of medical certificates, of attendance at medical appointments.

23. PAID PARENTAL LEAVE

23.1 Application

- 23.1.1 This clause does not apply to a Casual or Fixed Term Employee.
- 23.1.2 This clause applies to a Full Time or Part Time Employee who is entitled to, and takes, unpaid parental leave in accordance with the NES and cl.22 - Parental leave.
- 23.1.3 The payments in cl.23.2 and 23.3:
- a. are not payable during a period of paid leave;
 - b. are payable from the date of the birth or placement of a child with the Employee;
 - c. are paid at the Employee's ordinary rate of pay; and
 - d. are payable to one Employee only, where the Employer employs both parents of the child.

23.2 Birth-related leave and adoption-related leave

- 23.2.1 An Employee will be entitled to 14 weeks of leave with pay to be responsible for the care of the child, provided the Employee has completed not less than 12 months' continuous service with the Employer.

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- 23.2.2 If the Employee takes less than 14 weeks of leave with pay, then the Employee will be paid for the period of leave taken.
- 23.2.3 The period of leave with pay comprises birth-related leave/adoption-related leave and annual leave that accrues during the birth-related leave/adoption-related leave.
- 23.2.4 An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.

23.3 Partner leave

An Employee, who has completed at least 12 months' continuous service with the Employer as at the date of the birth or placement of the child and takes concurrent leave of at least two weeks, will be entitled to be paid for 10 days of leave at the Employee's ordinary rate of pay. The period of paid leave is to be taken at or about the time of the birth or placement of the child and may be taken in two separate periods.

24. LONG SERVICE LEAVE

24.1 NES

Long service leave is as provided by the NES or the *Long Service Leave Act 2018 (Vic)*, as appropriate, except where this Agreement provides ancillary or supplementary terms.

24.2 Entitlement for a Teacher

- 24.2.1 A Teacher is entitled to 13 weeks' long service leave upon the completion of ten years of continuous employment for any period of employment commencing after 1 January 1980.
- 24.2.2 A Teacher is entitled to an additional 6.5 weeks' long service leave for each additional five years of continuous employment with the Employer.
- 24.2.3 A Teacher, who was employed by the Employer during the 2008 School Year, under the terms of the *Alphington Grammar Certified Agreement 2005*, is entitled to an additional 1.3 weeks' long service leave based on the Teacher's time fraction during 2008.

24.3 Entitlement for an ES Employee

- 24.3.1 An ES Employee is entitled to 13 weeks' long service leave:
- for employment prior to 1 January 2015, upon the completion of 15 years of continuous employment, with an entitlement to an additional 4.33 weeks' long service leave for each additional five years of continuous employment with the Employer;
 - for employment from 1 January 2015, upon the completion of 10 years of continuous employment, with an entitlement to an additional 6.5 weeks' long service leave for each additional five years of continuous employment with the Employer.

24.4 Access to long service leave after seven years

An Employee is entitled to pro rata long service leave upon the completion of seven years of continuous employment. An Employee may apply to take the Employee's accrued long service leave entitlement after completing seven years of continuous employment with the Employer.

24.5 Leave in conjunction with leave without pay

An Employee who has an entitlement to long service leave is entitled to take a period of leave without pay in conjunction with that long service leave subject to the following

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conditions:

- a. the Employee shall return to work at the start of a school term;
- b. the total period of leave shall comprise the whole term or terms; and
- c. the period of leave without pay will normally be limited to the remainder of the term in which long service leave is taken.

24.6 Payment for long service leave - Teacher

24.6.1 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.

24.6.2 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 • 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
(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

24.7 Payment for long service leave – ES Employee

24.7.1 An ES Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the ES Employee's normal salary.

24.7.2 In all other circumstances, payment will be as follows:

- a. Nurses and ES Employees previously engaged under the *Victorian Independent Schools – Clerical/Administrative Staff Members – Award 2004* whose time fraction has varied during service:
 - is paid at a proportionate rate during long service leave, and
 - the rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.

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- b. All other ES Employees, will be entitled to payment for long service leave calculated in accordance with the *Long Service Leave Act 2018 (Vic)* or its successor.

24.8 Illness on Long Service Leave

24.8.1 Subject to the requirements of cl.24.8.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's 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 Registered Medical Practitioner is reasonably accessible to the Employee.

24.8.2 The Employee's application under cl.24.8.1:

- a. must be received by the Employer during the period of illness or injury;
- b. must be accompanied by a medical certificate from a Registered Medical Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- c. must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

25. COMMUNITY SERVICE LEAVE

25.1 Application

Community service leave is provided for in the NES. This clause supplements the NES provisions.

25.2 Jury service leave

25.2.1 An Employee required to serve as a juror is entitled to leave at full pay for the period of amount of the salary which the Employee would ordinarily have received for the duration of the jury service.

25.2.2 Before jury service leave is granted, the Employee is required to provide proof of the requirement to attend for jury service, the expected duration of jury service and any changes to the estimated duration of estimates of the duration of the absence from work.

25.2.3 The Employee is obliged to pay to the Employer the full amount received from the Court Authorities for jury service. The Employer must pay this amount to the Employer as soon as practicable.

25.3 Voluntary emergency management activity leave

The Employer will provide an Employee with up to two days' paid leave per annum (non-cumulative) where the Employee is engaging in a voluntary emergency management activity, as defined by the NES, provided:

- a. the activity is undertaken during a day on which the Employee would otherwise be at work;
- b. the Employee satisfies the notice and evidence requirements specified by the NES;
- c. the Employee is not in receipt of payment of any kind from the recognised emergency management body.

26. OTHER LEAVE

26.1 Leave without pay

An Employee may apply for leave without pay which may be granted at the discretion

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of the Principal.

26.2 Natural disaster leave

The Employer will provide an Employee with up to two days' paid leave per annum (non-cumulative) where the Employee is defending the Employee's home/property against a natural disaster (e.g. fire, flood). The Employer may require the Employee to provide evidence that the home/property required protection from a natural disaster.

27. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

27.1 NES

Family and domestic violence leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

27.2 Definitions

27.2.1 In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

family member means:

- i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- iii. a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

27.2.2 A reference to a spouse or de facto partner in the definition of family member in cl.27.2.1 includes a former spouse or de facto partner.

27.3 Entitlement to paid leave

27.3.1 Each year, for the purpose of dealing with family and domestic violence, all employees are entitled to ten (10) days of paid family and domestic violence leave.

- 27.3.2. The entitlement in cl.27.3.1 to deal with family and domestic violence:
- a. is available in full at the start of each 12 month period of the Employee's employment; and
 - b. does not accumulate from year to year.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

Note 2. The Employer and the Employee may agree that the Employee may take more than ten days' leave to deal with family and domestic violence.

Note 3. If, during the period of operation of this Agreement, the NES are amended to provide paid and/or unpaid family and/or domestic violence leave, then the leave entitlement in clause 27.3 will be offset against the NES leave entitlement, should this not be prohibited by the NES.

27.4 Taking leave

An Employee may take leave under this clause to deal with family and domestic violence if the Employee:

- a. is experiencing family and domestic violence; and
- b. needs to do something to deal with the impact of the family and domestic violence

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and it is impractical for the Employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending court hearings, or accessing police services.

27.5 Service and continuity

The time an Employee is on unpaid leave under this clause to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

27.6 Notice and evidence requirements

27.6.1 Notice

An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:

- a. must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- b. must advise the Employer of the period, or expected period, of the leave.

27.6.2 Evidence

An Employee who has given the Employer notice of the taking of leave under cl.27.6.1 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in cl.27.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

27.7 Confidentiality

27.7.1 The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under cl.27.6.2 is treated confidentially, as far as it is reasonably practicable to do so.

27.7.2 Nothing in cl.27.7.1 prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer should consult with such Employees regarding the handling of this information.

27.8 Compliance

An Employee is not entitled to take leave under this clause unless the Employee complies with this clause.

28. ACCIDENT MAKE-UP PAY

28.1 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 *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (or successor), 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 for a Teacher and 26 weeks for an ES Employee, in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the

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Employer.

- 28.2** 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 *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (or successor), then the Employee accrues leave in accordance with the relevant legislation, except that an Employee does not accrue an entitlement to Non-term weeks (excluding the entitlement to annual leave).

29. REDUNDANCY

29.1 Definition

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

29.2 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.

29.3 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 cl.29.7 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.

29.4 Alternative Employment

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

29.5 Time Off During Notice Period

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

- 29.5.2** If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, then 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.

- 29.5.3** This entitlement applies instead of the entitlement in cl.46 or 54.

29.6 Part Time Employee

Reduction in FTE

Where a bona fide reduction of 50% or more of a part-time Employee's FTE is proposed, the Employee may choose to accept the new position at the reduced FTE fraction, or for the position to be declared redundant and receive the appropriate payment.

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29.7 Severance Pay

The severance payment for an Employee will be in accordance with the following:

Period of Continuous Service	Severance Pay
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	8 weeks' pay
4 years but less than 5 years	10 weeks' pay
5 years but less than 6 years	12 weeks' pay
6 years but less than 7 years	14 weeks' pay
7 years but less than 8 years	16 weeks' pay
8 years but less than 10 years	18 weeks' pay
10 years but less than 15 years	20 weeks' pay
15 years and over	25 weeks' pay

30 PERFORMANCE/CONDUCT MANAGEMENT

30.1 Application

The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause:

- a. where an Employee's employment is terminated during the minimum employment period pursuant to cl.13 - Minimum employment period; or
- b. for a Casual Employee.

30.2 Performance management

30.2.1 Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.

30.2.2 A formal performance management procedure will commence with the Employer advising the Employee in writing of:

- a. the Employer's concern(s) with the Employee's performance;
- b. the time, date and place of the first formal meeting to discuss the Employee's performance;
- c. 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;
- d. the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).

30.2.3 Formal performance management meetings will

- a. include discussion of the Employer's concern(s) with the Employee's performance;
- b. give the Employee an opportunity to respond to the Employer's concern(s);
- c. include discussion of any counselling or assistance, where appropriate, available to the Employee;
- d. include documentation, where appropriate;
- e. set periods of review, as appropriate.

30.2.3 If, after following the procedure in this clause, 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.

30.3 Conduct management

30.3.1 Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.

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- 30.3.2 The Employer will advise the Employee in writing of:
- the Employer's concern(s) with the Employee's conduct;
 - the time, date and place of the meeting to discuss the Employee's conduct;
 - the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
 - the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- 30.3.3 The formal conduct management meeting(s) will:
- include discussion of the Employer's concern(s) with the Employee's conduct;
 - give the Employee an opportunity to respond to the Employer's concern(s).
- 30.3.4 Concern(s) 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;
 - no further action;
 - other action, appropriate to the situation.

31. MEAL ALLOWANCE

The Employer will provide an Employee with a meal should the Employer require an Employee to remain at school continuously until after 6.30 p.m. on any day.

32. 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.

33. 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.

34. TUITION FEE DISCOUNT

34.1 A Full Time Employee is entitled to receive a 30% reduction on tuition fees for dependent children enrolled at the School.

34.2 A Part Time Employee is entitled to receive a tuition fee discount as follows:

$$\frac{\text{Time fraction}}{30\%} \times \text{applicable school tuition fee}$$

34.3 The Employer will provide the tuition fee discount for a period of up to 12 months to an Employee who has been granted unpaid leave. Should the period of unpaid leave be greater than 12 months, the provision of the tuition fee discount is at the Principal's discretion.

34.4 A Fixed Term Employee is entitled to the discount on tuition fees where the appointment is for a period of more than two consecutive years. The discount is not applied retrospectively or to separate engagements, where each engagement is less than two years.

35. OVERNIGHT SCHOOL PROGRAMS ALLOWANCE

35.1 An Employee attending overnight school programs will receive an allowance of \$60.00 per night.

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35.2 The allowance payable under cl.35.1 does not apply to overseas school programs.

36. EXAMINATION AND ASSESSMENT TASK LEAVE

36.1 An Employee is entitled to up to three (3) days of leave with pay in a School Year to attend compulsory examinations or to complete major assessment tasks in a relevant course of study approved by the Principal.

36.2 An application for leave must provide evidence in writing of the examination or major assessment task.

36.3 Leave is limited to not more than two (2) days in a semester of the School Year.

36.4 Untaken leave in a School Year does not accrue.

37. QUALIFICATION CONFERRAL LEAVE

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

38. NOTIFICATION OF TERM DATES

The Employer will provide written notice of the term dates not less than six months in advance of the requirement to attend.

PART 3: CONDITIONS OF EMPLOYMENT FOR TEACHERS

39. CLASSIFICATIONS AND SALARY

- 39.1** Schedule 1A sets out the classification structure and progression arrangements,
- 39.2** Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 39.3** Schedule 1C sets out the position of responsibility structure and Schedule 1D sets out the applicable rates of pay.
- 39.4** The salary specified in Schedule 1B or 1D is in compensation for all hours worked under this Agreement.

40. ORDINARY HOURS OF WORK

- 40.1** 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.
- 40.2** Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- 40.3** In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 40.4** A Teacher is not required to attend at the School during Non-term weeks but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 40.5** The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of a Teacher's entitlement for the School Year or a proportion of the School Year. The Teacher's absence from School during Non-term weeks is deemed to include the Teacher's entitlement to annual leave.

41. DUTIES AND ALLOCATION OF A TEACHER

41.1 Definition of role of a Teacher

- 41.1.1** The ordinary duties of a Teacher include, but are not limited to:
- a. undertaking direct teaching of groups of students and individual students
 - b. participation in the pastoral care program
 - c. contribution to the development, implementation and evaluation of a curriculum area or other curriculum programs within the School
 - d. undertaking School-related activities such as Parent/Student/Teacher meetings, staff meetings, co-curricular and sporting programs/events, camps, excursions, Open Days and Celebration Night
 - e. participation and assistance in the preparation and supervision of sports/activities sessions, which are scheduled during normal class time
 - f. timetabled assemblies
 - g. associated preparation for teaching
 - h. marking and reporting
 - i. care of students
 - j. attendance at special assemblies
 - k. supervisory duties
 - l. involvement in co-curricular activities
 - m. involvement in outdoor education programs by agreement with the Principal
 - n. participation in professional learning and development activities
 - o. scheduled meetings, and
 - p. participation in some School decision-making processes.
- 41.1.2** The duties and workload of a Teacher will vary in line with the needs of students and the operational requirements of the Employer.

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41.2 Allocation of a Teacher

- 41.2.1 The **Allocation** of a Teacher for the purpose of this clause comprises:
- face-to-face teaching, whether the class consists of a single student or a group of students
 - homeroom duties
 - sports/activities sessions allocated of a Teacher which are scheduled during normal class time
 - timetabled assemblies
- 41.2.2 The Allocation of a Full Time secondary Teacher is a maximum of 20.5 hours per week.
- 41.2.3 The Allocation of a Full Time primary Teacher is a maximum of 22 hours per week.
- 41.2.4 The Allocation of a Full Time Early Childhood Teacher is a maximum of 24 hours 25 minutes per week, with 3 hours of preparation time.
- 41.2.5 A Teacher in the first year of teaching experience is entitled to a reduction of 5 per cent in duties, which comprise scheduled class time and professional duties such as supervision. The reduction in duties may be facilitated by reducing the weekly or fortnightly allocation of classes and/or duties and/or by blocking time release. A first year teacher is entitled to participate in an induction program which includes the allocation of a mentor.
- 41.2.6 The limits in cl.41.2.3 to 41.2.5 may be exceeded with the agreement of the Teacher concerned. The Teacher may request a reduction in some other aspect of their duties or some additional support in order to offset the increased workload associated with the arrangement..

41.3 Extras

A Full Time Teacher can be required to take up to 25 hours of extras over any one School Year, provided that:

- no Teacher will be required to take more than 15 hours of extras in any semester;
- a Part Time Teacher can be required to take pro rata of these yearly and semester maximums.

42. ANNUAL LEAVE

42.1 Annual leave

Annual leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.

42.2 Timing of annual leave

A Teacher must take annual leave during Non-term weeks. Leave must generally be taken, in the four week period immediately following the final Term week of the current School year, unless otherwise agreed with the Employer.

42.3 Crediting of annual leave

A Teacher may take annual leave re-credited in accordance with the NES only during Non-term weeks as directed by the Employer.

43. ANNUAL LEAVE LOADING

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

43.2 An Employee who is employed for part only of a School Year (including an Employee

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whose employment terminates during a School Year) is entitled to be paid annual leave loading as follows:

$$\frac{17.5\% \text{ of working weeks (which exclude Non-term weeks)}}{\text{Number of School's Term weeks}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

43.3 The annual salaries in Schedule 1B.1 are inclusive of annual leave loading.

44. PRO RATA PAYMENT OF SALARY INCLUSIVE OF ANNUAL LEAVE

44.1 Application

44.1.1 This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.

44.1.2 The provisions of this clause will apply:

- a. in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or
- b. in the calculation of payment in regard to pro rata salary if:
 - i. a Teacher commenced employment after the school service date;
 - ii. a Teacher has taken leave without pay of more than two Term weeks since the school service date; or
 - iii. the hours which a Teacher has worked at the School have varied since the school service date.

44.2 Termination of employment

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

44.3 Teacher who commenced employment after the commencement of the School Year

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

44.4 Teacher who takes approved leave without pay

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

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

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

44.5 Calculation of payments

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

where

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- P is the payment due
- s is the total salary paid in respect of Term weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.
- b is the number of Term weeks, or part thereof in the School year
- c is the number of Non-term weeks, or part thereof, in the School year
- d is the salary paid in respect of Non-term weeks (or part thereof) in the School year that have occurred since the school service date or date of employment in circumstances where the Teacher commenced employment after the school service date.

44.6 Definitions

44.6.1 For the purpose of this clause:

- a. **school service date** means the date from which Teachers are paid at the commencement of the School year in their first year of service with the Employer;
- b. **Teacher** means a Teacher other than a casual Teacher;
- c. any period of paid birth-related or adoption-related leave is not included in the calculation of 's' or 'd' in this formula.

44.6.2 The formula in cl.44.5 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher.

45. BREAKS

A Teacher will be entitled to an unpaid meal break, which commences no later than five hours after commencing work:

- a. of 30 consecutive minutes, or
- b. not less than 20 consecutive minutes, where the Teacher is required to undertake yard duty.

46. NOTICE OF TERMINATION

46.1 Application

Notice of termination of employment is provided for in the NES. This clause provides enterprise-specific details and supplements the NES that deals with termination of employment.

46.2 Notice of termination by the Employer

Where the Employer wishes to terminate the employment of a Teacher the Employer will give seven term weeks' notice, the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equals seven. Notice is given in writing.

46.3 Notice of termination by an Employee

46.3.1 A Teacher is required to give seven Term weeks' notice of termination of employment. Notice is given in writing.

46.3.2 If a Teacher fails to give the notice specified by cl.46.3.1, then the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than 2 weeks' wages for the Employee. .

46.4 Job search entitlement

Where the Employer has given notice of termination to a Teacher, a Teacher must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Teacher after consultation with the Employer.

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46.5 Exclusions

This clause does not apply to:

- a. termination for the reason of serious misconduct,
- b. a Casual Teacher, or
- c. a Fixed Term Teacher, where the cessation date is stated in the fixed term contract.

46.6 Statement of service

Upon termination of employment of a Teacher (other than a Casual Teacher), the Employer will provide upon the request of the Teacher, a statement of service setting out the commencement and cessation dates of employment.

PART 4: CONDITIONS OF EMPLOYMENT FOR EDUCATIONAL SERVICES (ES) EMPLOYEES

47. CLASSIFICATIONS AND SALARIES

47.1 Schedule 2A sets out the classification structure for an ES Employee.

47.2 Schedule 2B sets out the annual salary for an ES Employee.

48. ORDINARY HOURS OF WORK

48.1 The ordinary hours of work for a Full Time ES Employee will be 38 hours per week. The ordinary hours of work for a Part Time ES Employee will be in accordance with cl.12 – Modes of employment.

48.2 The ordinary hours of work in cl.48.1 may be averaged over a period of a fortnight or four weeks. The exception to this is an ES Employee employed in curriculum resources services (outdoor education) whose hours of work may be averaged over a period of up to 12 months.

48.3 The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:

- a. on any day from Monday to Friday between 7.00 am and 6.00 pm for an ES Employee engaged in:
 - i. classroom support services
 - ii. curriculum resources services
 - iii. nursing services
 - iv. school administration services
 - v. wellbeing services;
- b. on any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for an ES Employee engaged in school operational services (other than security/caretaking);
- c. on any day from Monday to Sunday between 6.00am and 6.00 pm for an ES Employee engaged in school operational services (security/caretaking);
- d. on any day from Monday to Friday between 6.30 am and 6.30 pm for an ES Employee engaged in early learning services.

48.4 Reasonable additional hours for a Part Time ES Employee

48.4.1 The Employer may require a Part Time ES Employee to work reasonable additional hours in accordance with the provisions of this clause.

48.4.2 Where the ES Employee's hours are averaged:

- a. the ES Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in cl.46.3, do not result in the ES Employee working more than eight hours on that day, and do not result in the ES Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
- b. in all other cases, the ES Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

48.4.3 Where the ES Employee's hours are not averaged:

- a. the ES Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in cl.48.3 and do not result in the ES Employee working more than eight hours on that day; and
- b. in all other cases, the ES Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

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- 48.4.4 Where additional hours are worked on a day the ES Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- 48.4.5 Additional hours worked by a Part Time ES Employee in accordance with this clause does not accrue leave entitlements under this Agreement or the NES.

48.5 Breaks between periods of duty

- 48.5.1 An ES Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- 48.5.2 Where the Employer requires an ES Employee to continue or resume work without having a 10-hour break off duty, the ES Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or to be paid at 200% of the ordinary rate of pay until released from duty.
- 48.5.3 The entitlements in cl.46.5.1 and 46.5.2 do not apply to:
- an ES Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
 - an ES Employee who is attending a school camp or excursion; or
 - an ES Employee working a broken shift.

48.6 Hours of work during Non-term weeks

- 48.6.1 This clause applies only to an ES, engaged in clerical/administration services.
- 48.6.2 An ES Employee will be entitled to work reduced hours during Non-term weeks without a reduction in salary, as follows:
- if employed Full Time, from 9.00 am until 3.00 pm each day;
 - if employed Part Time, pro rata of 9.00 am until 3.00 pm with the pro rata based upon the ES Employee's ordinary hours of work,
- provided that the ES Employee will return to working normal hours from the Non-term week immediately prior to the commencement of the School Year or Term.
- 48.6.3 In exchange for these shorter hours, the School may require a Full-Time ES Employee to work for up to three hours on up to three separate occasions outside of their ordinary hours of work per year. This applies on a pro rata basis for a Part Time ES Employee.

49. OVERTIME

- 49.1 An ES Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours of work as follows:

Time worked	Overtime rate
Monday - Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holiday	250% of the ordinary hourly rate of pay

Overtime will be calculated daily.

Except that an ES Employee, who is engaged in nursing services, rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.

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49.2 Time off instead of overtime payment

- 49.2.1 An ES Employee and an Employer may agree that an ES Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours of work.
- 49.2.2 Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- 49.2.3 Where an ES Employee and the Employer have agreed to time off instead of overtime payment under cl.49.2.1 and such time has not been taken:
- within the School Year, during which the hours were worked; or
 - during the Non-term weeks agreed in writing between an ES Employee and the Employer,
- the Employer must, if requested by the ES Employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked.

50. SATURDAY WORK

- 50.1 Where an ES Employee, who is engaged in operational services, is required to work ordinary time on a Saturday, the ES Employee will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate.
- 50.2 The penalty rate within this clause and in cl.49 (Overtime) are not cumulative. Where an ES Employee is entitled to more than one penalty or overtime rate, the ES Employee will be entitled to the highest single penalty rate.

51. ANNUAL LEAVE

51.1 Application

Annual leave is provided for in the NES. This clause supplements the NES provisions.

- 51.2 An ES Employee is entitled to four weeks' annual leave for every 12 months of continuous service.
- 51.3 The Employer may require an ES Employee to take annual leave during Non-term weeks.
- 51.4 The Employer may designate some of the Non-term weeks as a shutdown period in which the operations of the School may be closed or operate at minimum staffing levels. Unless alternative arrangements are agreed between the Employer and an individual ES Employee, the ES Employee is required to take annual leave during the shutdown periods observed by the School.
- 51.5 Where an ES Employee has not accrued sufficient annual leave to be taken during the shutdown period, the ES Employee will be entitled to leave which will be unpaid.
- 51.6 Where an ES Employee is not engaged to work for four or more Non-term weeks during a School Year, annual leave is deemed to be taken in the four-week period immediately following the final term week of the current School Year, unless otherwise agreed with the Employer.

51.7 Paid leave in advance of accrued entitlement

The Employer may allow an ES Employee to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the ES Employee subsequently leaves, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the ES Employee upon termination of employment.

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52. ANNUAL LEAVE LOADING

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

52.2 An ES Employee who is employed for part only of a School Year (including where employment terminates during the School Year) is entitled to be paid annual leave loading as follows:

Entitlement to 4 weeks' annual leave:

$$\frac{17.5\% \text{ of weeks worked}^* \times 4 \text{ weeks} \times \text{Annual Salary}}{48 \text{ weeks}}$$

* **Weeks worked** means the weeks worked and include weeks for which paid leave (annual leave, personal/carer's leave, compassionate leave, long service leave) has been received.

Entitlement to 4 weeks' annual leave and leave without pay during non-term weeks:

$$\frac{17.5\% \text{ of weeks worked}^* \times 4 \text{ weeks} \times \text{Annual Salary}}{\text{Number of weeks to be worked in the School Year}\#}$$

* **Weeks worked** means the weeks worked and include weeks for which paid leave (annual leave, personal/carer's leave, compassionate leave, long service leave) has been received.

Number of weeks to be worked in the School Year may vary and are the number of weeks of the School year for an ES Employee entitled to leave without pay during some or all Non-term weeks

52.3 The annual salaries in Schedule 2B.1 are inclusive of annual leave loading.

53. LEAVE WITHOUT PAY DURING NON-TERM WEEKS

53.1 Arrangements

An ES Employee may be required to take leave without pay during Non-term weeks, provided that:

- a. the ES Employee's contract of employment specifies the arrangement in writing;
- b. all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- c. if appropriate work is available for an ES Employee during any such period, the existing ES Employee may be offered such employment (whether on a full-time, part-time or casual basis). The ES Employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
- d. appropriate work will mean such work as is available that is capable of being performed by the ES Employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

53.2 Calculating annual salary for an ES Employee on leave without pay during Non-term weeks

53.2.1 The formula in this subclause may be used to calculate an annual salary for an ES Employee whose contract of employment makes provision, in writing, for leave without pay during Non-term weeks.

53.2.2 The adjusted annual salary for an ES Employee is:

$$A = \frac{C \times (\text{working weeks} + 4 \text{ weeks' annual leave})}{52.18}$$

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where:

A means the ES Employee's adjusted annual salary

C means the annual salary (as contained in Schedule 2B) for the ES Employee's classification

Working weeks means the number of weeks that the ES Employee is required to work

53.2.3 Where an ES Employee works only during Term weeks, four weeks' annual leave will be deemed to be taken following the final day of work in Term 4 of a School Year. Annual leave is exclusive of public holidays which fall during the period of annual leave. Where a public holiday falls during this period on a week-day that the ES Employee ordinarily works, the ES Employee is entitled to the public holiday.

53.2.4 For the purpose of calculating any allowance or penalty for an ES Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.

53.2.5 An ES Employee may elect, in writing, to be paid only for the time worked (and therefore not during Non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

54. NOTICE OF TERMINATION

54.1 Application

Notice of termination is provided for in the NES. This clause provides enterprise-specific detail and supplements the NES that deals with the termination of employment.

54.2 Notice of termination by the Employer

54.2.1 The employment of an ES Employee (other than a Casual ES Employee) will not be terminated without four weeks' notice (inclusive of the notice required under the NES), the payment of four weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal four. Notice is given in writing. Where an ES Employee works only during Term weeks, notice is to be given during Term weeks.

54.2.2 In addition to the period of notice specified by cl.54.2.1, an ES Employee, who is over 45 years of age at the time of being given notice and who has completed not less than five years of continuous service with the Employer, will be entitled to an additional week of notice.

54.3 Notice of termination by an ES Employee

54.3.1 The notice required to be given by an ES Employee is four weeks. Where an ES Employee works only during Term weeks, the notice must be given during Term weeks. Notice is given in writing.

54.3.2 If an ES Employee who is at least 18 years old fails to give the notice specified by cl.54.3.1, then the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee.

54.4 Job search entitlement

Where the Employer has given notice of termination to an ES Employee, the ES Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the ES Employee after consultation with the Employer.

54.5 Exclusions

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This clause does not apply to:

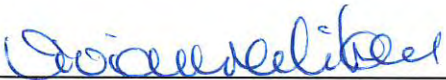
- a. termination for the reason of serious misconduct,
- b. a Casual ES Employee, or
- c. a Fixed Term ES Employee, where the cessation date is stated in the fixed term contract.

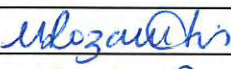
54.6 Statement of service

Upon termination of employment of an ES Employee (other than a Casual ES Employee), the Employer will provide, upon the request of the ES Employee, a statement of service setting out the commencement and cessation dates of employment.


EXECUTED as an Agreement this _____ day of _____ 2022.

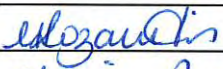
EMPLOYER REPRESENTATIVE

Signed: 
Date: 21/10/2022
Name in full (printed): DR VIVIANNE NIXON
Address: 15 OLD HEIDELBERG ROAD
ALPHINGTON VIC, 3078
Position title: PRINCIPAL
Authority to sign explained: _____

Witnessed by: 
Witness name in full: MARIA ROZANITIS
Witness address: 14 BERMUDA DRIVE
BLACKBURN SOUTH, VIC, 3130.

EMPLOYEE REPRESENTATIVE

Signed: 
Date: 21/10/2022
Name in full (printed): PRIYA WILSON
Address: 3 ROBBINS STREET
IVANHOE VIC 3079
Position: HEAD OF MUSIC AND PERFORMING ARTS
Authority to sign explained: _____

Witnessed by: 
Witness name in full: Maria Rozanitis
Witness address: 14 Bermuda Drive
BLACKBURN SOUTH, VIC, 3130.

SCHEDULE 1A – CLASSIFICATION STRUCTURE (TEACHERS)

- 1A.1** A Teacher will commence at Level 1 and progress to Level 11 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, subject to Sch.1B.5.
- 1A.2** Permission to Teach Teachers with the VIT will be paid not less than Level 1.
- 1A.3** Where a Permission to Teach Teacher receives Full or Provisional Registration with the VIT, the Teacher 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.

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SCHEDULE 1B - SALARIES (TEACHERS)

1B.1 Annual Salary

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

	Annual salary				
Level	from the first pay period commencing on or after				
	1-Feb-22	1-Feb-23	1-Feb-24	1-Feb-25	1-Feb-26
	\$	\$	\$	\$	\$
1	77,144	78,687	80,261	82,669	85,149
2	79,991	81,591	83,223	85,719	88,291
3	82,943	84,602	86,294	88,883	91,549
4	86,003	87,723	89,477	92,162	94,927
5	89,176	90,960	92,779	95,562	98,429
6	92,467	94,316	96,202	99,088	102,061
7	95,879	97,796	99,752	102,745	105,827
8	99,417	101,405	103,433	106,537	109,733
9	103,086	105,147	107,250	110,468	113,782
10	106,890	109,027	111,208	114,544	117,980
11	115,627	117,940	120,299	123,908	127,625

1B.2 Weekly salary

The weekly salary is calculated by dividing the annual salary by 52.18.

1B.3 Annual leave loading

The annual salary in Sch.1B.1 includes annual leave loading.

1B.4 Casual rate of pay

The rate of pay for a casual Teacher under cl.12.5.3.b is as follows.

	Rate of Pay				
Day	from the first pay period commencing on or after				
	1-Feb-22	1-Feb-23	1-Feb-24	1-Feb-25	1-Feb-26
	\$	\$	\$	\$	\$
Full	402.60	410.66	418.87	431.44	444.38
Half	201.31	205.33	209.44	215.72	222.19

1B.5 Progression

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.

SCHEDULE 1C - POSITIONS OF RESPONSIBILITY (TEACHERS)

1C.1 Eligibility

1C.1.1 An additional 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 The allowance is linked to a position of responsibility rather than tied to an individual Teacher.

1C.2 Role of Consultative Committee

The Consultative Committee, if established and in operation, shall make recommendations to the Principal concerning:

- the Positions of Responsibility structure
- the nature and role of these positions
- the method of appointment
- the tenure of the positions
- time release to apply to each position.

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**SCHEDULE 1D – POSITIONS OF RESPONSIBILITY ALLOWANCES
(TEACHERS)**

1D.1 Allowances

ID.1.1 The following annual allowances apply to a position of responsibility.

	Annual allowance				
Level	from the first pay period commencing on or after				
	1-Feb-22	1-Feb-23	1-Feb-24	1-Feb-25	1-Feb-26
	\$	\$	\$	\$	\$
1	10,093	10,295	10,501	10,816	11,140
2	6,807	6,944	7,083	7,295	7,514
3	5,057	5,158	5,261	5,419	5,582
4	3,728	3,803	3,879	3,995	4,115
5	2,486	2,535	2,586	2,664	2,744
6	1,865	1,902	1,940	1,998	2,058

ID.1.2 Where the position of responsibility is shared, the payment may also be shared.

SCHEDULE 2A - CLASSIFICATION STRUCTURE (ES EMPLOYEES)

<p>Details of Classification Structure</p>
<p>Definitions</p>
<p>Supervision</p>
<p>Close supervision: Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.</p>
<p>Routine supervision: Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.</p>
<p>General direction: Direction is provided on the assignments to be undertaken, with the ES Employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.</p>
<p>Broad direction: Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the ES Employee may be required. Performance will be measured against objectives.</p>
<p>Qualifications</p>
<p>Within the Australian Qualifications Framework:</p> <ul style="list-style-type: none"> (a) Year 12 Completion of a senior secondary certificate of education, usually in Year 12 of secondary school. (b) Trade certificate Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III. (c) Post-trade certificate A course of study over and above a trade certificate and less than a Certificate IV. (d) Certificates I and II Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite. (e) Certificate III A course that provides a range of well-developed skills and is comparable to a trade certificate. (f) Certificate IV A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course. (g) Diploma A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study. (h) Advanced diploma A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study. (i) Degree A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma. (j) Postgraduate degree A recognised postgraduate degree, over and above a degree as defined above. <p>NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.</p>

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Classification Dimensions	
Competency The skill, complexity and responsibility of tasks typically required at each classification level.	
Judgment, independence and problem solving Judgment is the ability to make sound decisions, recognizing the consequences of decisions taken or actions performed. Independence is the extent to which an ES Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.	
Level of supervision This dimension covers both the way in which ES Employees are supervised or managed and the role of Employees in supervising or managing others.	
Training level or qualifications The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.	
Occupational equivalent Examples of occupations typically falling within each classification level.	
Typical activities Examples of activities typically undertaken by ES Employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided.	
Commencement Level and Progression	
Where there is more than one minimum pay point for a classification level an ES Employee will be eligible for movement to the next highest pay point within the classification level after each 12-month period.	
The commencement levels for ES Employees will be as follows:	
Classroom support services	Level 3
School administration services	Level 1
School operational services	Level 1
Curriculum/resources services	Level 3
Early learning services	Level 4
Wellbeing services	Level 4
Nursing services	Level 6

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Classifications
Level 1 – An ES Employee at this level will learn and gain competency in the basic skills required.
Competency: Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.
Judgement, Independence & Problem Solving: The ES Employee follows standard procedures in a predefined order. The ES Employee resolves problems where alternatives for the ES Employee are limited and the required action is clear or can be readily referred to a more senior Employee, who may be a higher level ES Employee or a Teacher.
Supervision: Close supervision or, in the case of more experienced employees working alone, routine supervision. An employee at this level shall not supervise other employees.
Qualifications & Experience: An employee is not required to have formal qualifications or work experience upon engagement. An employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the School, the School's policies and procedures in relation to the work environment and the employees with whom the employee will be working.
Typical Activities:
School administration services <ul style="list-style-type: none">• Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry .• Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.• Carrying out minor cash transactions including receipting, balancing and banking• Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering• Performing a range of basic library tasks <p><i>Occupational equivalent: clerical assistant, data entry operator, library hand</i></p>

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School operational services

- Performing general labouring tasks
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing basic maintenance
- Assisting trades personnel with manual duties
- Moving furniture and equipment
- Performing basic gardening and outdoor maintenance
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and display
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing non-trade tasks incidental to the ES Employee's work
- Taking general carer of school vehicles, including driving buses for less than 25 passengers

Occupational equivalent: handyperson, grounds/maintenance assistant, bus driver

Level 2 - An ES Employee at this level performs work above and beyond the skills of an ES Employee at Level 1.

Competency:

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

Judgement, Independence & Problem Solving:

Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An ES Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Supervision:

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where employees are working alone, less direct guidance and some autonomy may be involved.

Qualifications & Experience:

Level 2 duties typically require:

- a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- completion of Year 12 without work experience;
- completion of Certificates I or II with work related experience; or
- an equivalent combination of experience and training.

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Typical Activities:

School administration services

- Providing general administrative support including the preparation of non-standard documents
- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
- Undertaking basic reception duties, including screening visitors, arranging interviews/meetings, making appointments, maintaining diary records and making referrals and communicating information in accordance with policies and procedures;
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.

Occupational equivalent: office assistant

School operational services:

Assistant gardener

- Undertaking general gardening tasks including the preparation and planting procedures
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- Performing basic gardening and outdoor maintenance

Handyperson

- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Handyperson Undertaking general semi-skilled tasks and odd jobs around the school
- Moving furniture and equipment
- Assisting trades personnel with manual duties
- Assisting with traffic management
- Assisting tradespersons

Other

- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
- Driving a bus with a carrying capacity of 25 or more passengers

Occupational equivalent: assistant gardener, handyperson, bus driver, security officer

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Curriculum/resources services:

Library/technology centre assistant

- Performing a range of intermediate library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Assisting students and teachers to use the catalogue and/or locate books and resource materials
- Operating routine office equipment such as a computer, photocopier, scanner, binding machine, guillotine etc.
- Operating ICT software programs
- Providing information services, assistance with equipment and IT support to staff and students
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures

Laboratory assistant

- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- Preparing standard solutions and less complex experiments
- Operating a wide range of audio-visual or computer equipment

Occupational equivalent: library assistant, laboratory assistant, technology centre assistant

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<p>Level 3 - An ES Employee at this level performs work above and beyond the skills of an ES Employee at Level 2.</p>
<p>Competency: Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.</p>
<p>Judgement Independence & Problem Solving: Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.</p> <ul style="list-style-type: none"> • The employee at this level receives routine direction meaning: • Receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach; • Is normally subject to progress checks, usually confined to the unusual or difficult aspects, and has assignments reviewed on completion; • Has the technical knowledge and/or experience to perform basic duties usually without technician instruction.
<p>Supervision: In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.</p>
<p>Qualifications & Experience: Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:</p> <ul style="list-style-type: none"> • completion of a trades certificate or Certificate III; • completion of Year 12 or a Certificate II, with relevant work experience; or • an equivalent combination of relevant experience and/or education/training. • persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma. • Relevant occupation degree for school administration services
<p>Typical Activities:</p>
<p>School administration services</p> <ul style="list-style-type: none"> • Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence • Undertaking a wide range of clerical duties at an advanced level, including maintaining email and computerised records. • Managing enquiries from students, parents, employees and the general public • Processing students absences and providing bus passes • Liaising with and providing general information about the School's operations to parents/carers, students and employees in accordance with policies and procedures • Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval • Performing a reception function, including screening visitors, arranging interviews/meetings, making appointments, maintaining diary records and making referrals and communicating information in accordance with policies and procedures; • Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc. • Carrying out cash and EFTPOS transactions including receipting, balancing and banking • Assisting with preparation of internal and external publications and update school website • Assist in executing the school marketing strategy and assist with school media releases • Assist with School photography

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- Desktop publishing assistance
- Assist in the preparation of school newsletter and brochures
- Assist in organisation and attendance at school events

Occupational equivalent: administration assistant, accounts clerk, assistant school secretary, receptionist, marketing assistant

Early Learning Services

- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified ES Employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained ES Employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations

Occupational equivalent: early learning aide

School operations

- Performing general maintenance work which includes the use of trade
- Accredited skills in areas such as carpentry, plumbing or electrical services
- Control the responsibility for the maintenance of gardens, sports grounds and/or facilities
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Responsibility for the security and basic maintenance of school property

Occupational equivalent: tradesperson, caretaker

Curriculum/resources services

- Undertaking some responsibility for other ES Employees in the work area
- Providing assistance or guidance to other ES Employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Selection and ordering of periodicals
- Liaison with outside bodies (schools, public libraries, educational authorities)
- Searching and verifying bibliographical data where some judgment and discretion
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and teachers
- Producing, displaying and/or publicising materials
- Assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Preparing and maintaining equipment and materials
- Assisting with the planning and organisation of a laboratory or technology centre and field work

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<ul style="list-style-type: none"> • Testing of experiments and demonstrating experiments (with teachers) <p><i>Occupational equivalent: library assistant, laboratory assistant, technology centre assistant</i></p>
<p>Classroom support services</p> <ul style="list-style-type: none"> • Undertaking some responsibility for other trainees in the work area; • Providing assistance or guidance to other trainees in the work area; • Liaising between the school, the student and the student's family where some discretion and judgment are involved; • Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students. <p><i>Occupational equivalent: Educational Support Services Assistant</i></p>
<p style="color: #4F81BD;">Level 4 - An ES Employee at this level performs work above and beyond the skills of an ES Employee at Level 3.</p>
<p>Competency: Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures.</p> <p>Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.</p>
<p>Judgement Independence & Problem Solving: Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.</p>
<p>Supervision: Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand alone work.</p>
<p>Qualifications and Experience: Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • completion of a diploma level qualification with relevant work related experience • completion of a Certificate IV with relevant work experience • completion of a post-trades certificate and extensive relevant experience and on-the-job training; • completion of a Certificate III with extensive relevant work experience or an equivalent combination of relevant experience and/or education/training or cert IV • For marketing – relevant marketing degree
<p>Typical Activities:</p>
<p>School administration services Marketing, events and communications manager</p> <ul style="list-style-type: none"> • Implement the School's strategic marketing, communication and publications in collaboration with the Marketing Manager. • Maintain the School's Standards and Branding Manual • Maintain visibility of School leadership, identifying opportunities to profile School staff and students in addition to the School Principal across the media and amongst key stakeholders • Implement standards for the School's visual identity across all events including Open

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<p>Days, School Dinners, Parent Evening, Music Concerts and Public/Special Events</p> <p><i>Occupational equivalent: Marketing Assistant</i></p> <p>Other</p> <ul style="list-style-type: none">• Responsibility for the smooth and efficient financial administration of the school• Preparing financial documentation and data for budget preparation• Using computer software packages, database and/or web software, at an advanced level• Managing the school's records system, including computerized student employee and school records• Planning and setting up spreadsheets and database applications• Initiating and handling correspondence, which may include confidential correspondence• Applying inventory and purchasing control procedures• Controlling the purchasing and storage for a discrete function• Prepare recruitment documentation (e.g. selection reports, advertising proformas)• Assist the music department in respect of student music lessons• Support the Head of Department (performing Arts)as requested <p><i>Occupational equivalent: financial officer, school secretary, human resources assistant, enrolment assistant, music administrator</i></p>
<p>School operational services</p> <ul style="list-style-type: none">• In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques;• Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance• Deputising for the manager if absent, including undertaking all duties <p><i>Occupational equivalent: advanced tradesperson, head grounds person</i></p>
<p>Curriculum/resources services</p> <ul style="list-style-type: none">• Demonstrating and instructing students and ES Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas;• Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required• In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff• Liaising with teachers on curriculum matters <p><i>Occupational equivalent: library technician, laboratory assistant</i></p>
<p>Wellbeing services</p> <ul style="list-style-type: none">• Provide support and guidance to students• Provide welfare services to students <p><i>Occupational equivalent: student welfare officer</i></p>
<p>Early Learning services</p> <ul style="list-style-type: none">• Exercises similar responsibilities as a Level 3 but an employee at this level has a Diploma in Children's Services.• Responsibility, in consultation with the Early Learning Centre coordinator, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children• Liaising with families <p><i>Occupational equivalent: early learning assistant</i></p>

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<p>Level 5 - An ES Employee at this level performs work above and beyond the skills of an ES Employee at Level 4.</p>
<p>Competency: Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.</p>
<p>Judgment, Independence and Problem Solving: Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service</p>
<p>Supervision: Routine supervision to general direction, depending on tasks involved and experience. May supervise other ES Employees at levels below Level 5.</p>
<p>Training level or qualification: Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • Completion of a degree without subsequent relevant work experience • Completion of an advanced diploma qualification and at least one year's subsequent relevant work experience • Completion of a diploma qualification and at least two years' subsequent relevant work experience • Completion of a Certificate IV and extensive relevant work experience • Completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician or • An equivalent combination of relevant experience and/or education/training including a degree or in final year of studying towards a degree.
<p>Types of Activities:</p>
<p>Curriculum/resources services</p> <ul style="list-style-type: none"> • Demonstrating and instructing students and ES Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas; • Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required; • In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff; • Liaising with teachers on curriculum matters. • Responsibility for the direction and general supervision of lower level employees <p><i>Occupational equivalent: Senior Library Technician</i></p>
<p>School operational services</p> <ul style="list-style-type: none"> • Managing a range of functions including assisting in the planning, prioritisation, scheduling and performance of all required maintenance, including set up, preparation and clean up. <p><i>Occupational equivalent: property maintenance officer</i></p>
<p>School administration services</p> <ul style="list-style-type: none"> • Providing general administrative support including the preparation of non-standard documents including the school bulletin • Managing the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval • Managing the reception area, including screening visitors, arranging interviews/meetings, making appointments, maintaining diary records and making referrals and communicating information in accordance with policies and procedures; • Ensuring routine office equipment, such as a photocopier, scanner, facsimile, binding

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- machine, guillotine, franking machine, calculator, etc are kept in working order.
- Responsibility for the direction and general supervision of lower level employees
 - Overseeing the school bus operations

Occupational equivalent: Office Manager

Early learning services

- Responsibility, in consultation with the Early Learning Centre coordinator, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children
- Responsibility for the direction and general supervision of lower level employees
- Ensuring a safe environment is maintained for children and employees
- Ensuring that records are maintained accurately for each child in the employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families

Occupational equivalent: ELC Co-Educator

Classroom support services

- Responsibility, in consultation with the head of learning and support, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children
- EAL duties as required
- Liaising with families
- Interpreting services where necessary
- Ensuring that records are maintained
- Assist with reporting and assessment

Occupational equivalent: Classroom support assistants

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Level 6 - An ES Employee at this level performs work above and beyond the skills of an ES Employee at Level 5.

Competency:

Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.

Competency at this level involves the delivery of professional services within defined accountability levels. ES Employees may operate individually or as a member of a team.

Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.

ESS Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. ES Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

Judgment, independence and problem solving:

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems.

Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

Level of supervision:

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for ES Employees. Supervision is present to review established objectives.

Training level or qualifications:

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree with subsequent relevant work experience; completion of a diploma qualification and at least two years' subsequent relevant work experience;
- completion of a Certificate IV and extensive relevant work experience;
- completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.
- Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
- completion of a degree with subsequent relevant work experience;
- completion of a diploma qualification and at least two years' subsequent relevant work experience;
- completion of a Certificate IV and extensive relevant work experience;
- completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training

Typical activities:

School administration services
School registrar

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- Arrange interviews with prospective families;
- Follow up families who have been interviewed for enrolments;
- Manage waiting lists for each year level and grade;
- Manage pro-forma letters for all stages of the enrolment process;
- Ensure appropriate, accurate and comprehensive information is available to prospective enrollees and their families, i.e. collateral, letters;
- Manage stock level for all communications material associated with enrolments together with school administrative staff;
- Identify external trends/issues and report to Senior Management Team weekly;
- Ensure records of all student enquiries, offers, acceptances, non-acceptances, enrolments and exits are maintained in the School database;
- Ensure that accurate waiting lists are developed and maintained and that places are offered in a timely manner, in order to optimize enrolments;
- Work with staff to ensure the database(s) are functioning well and addressing the school's enrolment needs.
- Responsibility for the direction and general supervision of lower level employees.

EA to Principal

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of school management
- Overseeing the operations of the school's office and other administrative activities
- Providing key support and timely advice to the Principal, Principal's delegates or governing body
- Develop procedures/guidelines relating to school operations
- Ensuring deadlines and targets are met
- Effective liaison on behalf of the school, including with the school community, government departments/agencies and service providers;
- Performing human resource functions including recruiting, staff development, performance management;
- Operating and being responsible for a structurally and/or operationally defined section;
- Providing professional advice to and employees on the employee's area of expertise;
- Responsibility for professional development of other employees;
- Contributing to operational and strategic planning in the area of responsibility;
- Determine and manage services of the unit in consultation with the Principal;

School Payroll Officer

- Is up to date with current laws and procedures for payroll, taxation and compensation;
- Responsible for ensuring employees are paid correct wages;
- Accountable for collecting timekeeping information, incorporating a variety of deductions into a periodic payroll, and issuing pay and pay-related information to employees;
- Creating data for the Principal, Business Manager or Accountant as requested;
- Maintaining payroll information by collecting, calculating, and entering data;
- Updating payroll records by entering changes in pay levels, responsibility allowances and deductions,
- Allocating costings according to codes;
- Scheduling bank payments directly to employees nominated bank account(s);
- Distributing payment statements and Group Certificates (digital or paper);
- Ensuring wages and tax withholdings comply with regulations;
- Ensuring payment of employers superannuation contributions;
- Maintaining employees leave entitlements;
- Entering new employees' data (e.g. bank accounts and tax identification numbers) into internal databases;
- Providing information to staff regarding their salary and entitlements.

Compliance Manager

- Preparation of Government and statutory authority returns for authorisation
- Supporting the implementation and maintenance of the school reporting system

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- Supporting the Principal and Heads of school with annual returns eg ACARA .

Marketing Manager

- Development and implementation of internal and external publications and update school website
- Develop the school marketing strategy and assist with school media releases
- Manage with School photography
- Provide Desktop publishing assistance
- Development of school newsletter and brochures
- Management in organisation and attendance at school events
- Management of other marketing staff at lower levels

Occupational equivalent: school registrar, PA to Principal, school payroll officer, Compliance Manager, Marketing Manager

Wellbeing services

- Performing guidance and counselling, within defined accountabilities
- Providing specialist health services and/or therapy services to students

Occupational equivalent: psychologist, speech therapist, occupational therapist, counsellor

School operational services

- Managing a range of maintenance functions
- Manage and deliver various utility and grounds services and supervise contracts and Programs
- Responsibility for planning, scheduling and supervising of all aspects of facilities management, infrastructure and gardening maintenance
- Assist the Facilities Manager with planning of capital works and maintenance projects

Occupational equivalent: assistant facilities manager

Level 7 - An ES Employee at this level performs work above and beyond the skills of an ES Employee at Level 6.

Competency:

Within constraints set by management, ES Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An ES Employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.

An ES Employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the ES Employee may be a recognised authority in a specialised area.

Judgement Independence & Problem Solving:

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

Supervision:

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general employees (Levels 1 – 6) and have overall responsibility for an administration unit.

An ES Employee at this level may be required to support students and staff while performing their duties.

The employee at this level would normally be responsible to the Principal, Head of Department, Head of School or a Senior School Management. The employee at this Level would have a high degree of initiative, discretion and capacity to program work.

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Qualifications & Experience:

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with 4 years subsequent relevant experience;
- specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training;

Typical Activities:

School administration services

Human resource manager

- Devise and implement procedures and school policy, relating to student and staff safety and wellbeing
- Provide advice to staff on conditions of employment
- Manage the personnel function including the maintenance of personnel records, payroll functions and provision of advice in regard to conditions of employment for all School staff
- Report to management and make recommendations concerning the wages and salaries budget
- Provide advice to senior management on human resource matters
- Assist in the development of induction programs for new staff and orient new staff and volunteers to the School

School accountant

- Have significant input into budgetary decision making
- Devising and implementing procedures and school policy, relating to student and staff safety and wellbeing
- Assist in the process by which adjustments are made to the budget as events unfold
- Assist the Business Manager by providing supporting data and documentation on which budgetary proposals are developed
- Liaise on the Business Manager's/accountant's behalf with other staff (e.g. Head of Departments, Senior Management) involved in budgetary decision making
- Assist with the preparation of reports regarding financial/budgetary matters
- Assist with providing/developing records required by the bursars
- On request, liaise with government organisations regarding financial/budgetary/ policy matters
- Coordination of the accounting processes at the School and ensuring that all funds, including school investments, are effectively accounted for according to Standard Charter of Accounts for Non-Government Schools
- Preparing the accounts of the School to operating statement stage and assisting in the formulating of period and year end entries

Occupational equivalent: human resources manager, school accountant

School operational services

- Responsibility for planning, scheduling and supervising of all aspects of facilities management, traffic management, event planning, infrastructure and gardening maintenance
- Managing a range of functions
- Assist in the planning of capital works and maintenance projects

Occupational equivalent: facilities manager

Nursing services

- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties

Occupational equivalent: school nurse

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<p>Level 8 - An ES Employee at this level performs work above and beyond the skills of an ES Employee at Level 7.</p>
<p>Competency:</p> <p>Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.</p>
<p>Judgement Independence & Problem Solving:</p> <p>Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organization structures.</p>
<p>Supervision:</p> <p>Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.</p>
<p>Qualifications & Experience:</p> <p>Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • a degree with extensive experience in a similar role; • a postgraduate or progress towards completion of and extensive experience.
<p>Typical Activities:</p>
<p>School Administration</p> <ul style="list-style-type: none"> • Management and direction of the preparation of annual budget such as curriculum and grounds and regular financial statements and contribute to financial decision making by Senior Management • Assist in the process by which adjustments are made to the budget as events unfold • Assist the Business Manager/accountant by providing supporting data and documentation on which budgetary proposals are developed • Liaise on the Business Manager's behalf with other staff (e.g. Head of Departments) involved in budgetary decision making; • Assist with the preparation of reports regarding financial/budgetary matters; • Assist with providing/developing records required by the School Business Manager; • On request, liaise with government organisations regarding financial/budgetary/policy matters; • Coordination of the accounting processes at the School and ensuring that all funds, including school investments, are effectively accounted for according to school and the 'Standard Chart of Accounts For Non-Government Schools' • Manage the personnel function including the maintenance of personnel records, payroll functions and provision of advice in regard to conditions of employment for all school staff • Assist in the development of induction programs for new staff and orient new staff and volunteers to school <p><i>Occupational equivalent: Finance Manager</i></p>
<p>Nursing services</p> <ul style="list-style-type: none"> • Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other employees of the school's health service <p><i>Occupational equivalent: nurse in charge</i></p>
<p>Wellbeing services</p> <ul style="list-style-type: none"> • Performing guidance and counselling, within defined accountabilities • Providing specialist health services and/or therapy services to students • Managing and providing counselling and multi-disciplinary services across the school <p><i>Occupational equivalent: school psychologist</i></p>

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SCHEDULE 2B – SALARIES (ES EMPLOYEES)

2B.1 Annual Salary

A Full time ES Employee will be paid not less than the salary specified for the ES Employee's classification and experience level.

	Annual salary				
Level	from the first pay period commencing on or after				
	1-Feb-22	1-Feb-23	1-Feb-24	1-Feb-25	1-Feb-26
	\$	\$	\$	\$	\$
8.3	113,973	116,253	118,578	122,135	125,799
8.2	110,654	112,867	115,125	118,578	122,136
8.1	107,430	109,579	111,771	115,124	118,577
7.0					
7.3	104,302	106,388	108,516	111,771	115,124
7.2	101,264	103,289	105,355	108,516	111,771
7.1	98,314	100,281	102,286	105,355	108,516
6.0					
6.3	95,247	97,152	99,095	102,068	105,130
6.2	92,160	94,003	95,883	98,759	101,722
6.1	87,669	89,423	91,211	93,947	96,766
5.0					
5.3	82,064	83,705	85,379	87,941	90,579
5.2	80,405	82,013	83,653	86,163	88,748
5.1	78,480	80,050	81,651	84,100	86,623
4.0					
4.4	77,442	78,991	80,571	82,988	85,477
4.3	74,695	76,189	77,713	80,044	82,446
4.2	72,879	74,337	75,823	78,098	80,441
4.1	71,064	72,486	73,935	76,153	78,438
3.0					
3.4	69,534	70,925	72,343	74,513	76,749
3.3	66,545	67,876	69,234	71,311	73,450
3.2	65,080	66,382	67,710	69,741	71,833
3.1	61,409	62,637	63,890	65,807	67,781
2.0					
2.4	60,564	61,775	63,010	64,901	66,848
2.3	59,965	61,164	62,387	64,259	66,187
2.2	57,410	58,558	59,729	61,521	63,367
2.1	56,185	57,308	58,454	60,208	62,014
1.0					
1.4	54,962	56,061	57,182	58,898	60,665
1.3	52,518	53,568	54,640	56,279	57,967
1.2	50,456	51,466	52,495	54,070	55,692
1.1	48,122	49,084	50,066	51,568	53,115

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2B.3 Weekly salary

The weekly salary is calculated by dividing the annual salary by 52.18

2B.4 Part Time salary

A Part Time ES Employee will be paid pro rata of the salary that the ES Employee would be entitled to receive if employed as a Full Time ES Employee. 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.5 Annual leave loading

The annual salary in Sch.2B.1 includes annual leave loading.

2B.6 Incremental advancement

2B.6.1 Advancement to the next increment within the appropriate Level will take place on the anniversary of an ES Employee's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. An ES Employee employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

2B.6.2. Service for the purposes of this clause will include all service in any other school at the Level to which the ES Employee is appointed.

2B.7 Casual rate of pay

2B.7.1 A Casual ES Employee will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 2B}}{38} \times 1.25$$

2B.7.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, annual leave loading, paid personal/carer's leave, paid compassionate leave and paid family and domestic violence leave.