



DECISION

Fair Work Act 2009

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

Carey Baptist Grammar School
(AG2022/3854)

CAREY BAPTIST GRAMMAR SCHOOL EMPLOYEE AGREEMENT 2022

Educational services

COMMISSIONER LEE

MELBOURNE, 18 NOVEMBER 2022

Application for approval of the Carey Baptist Grammar School Employee Agreement 2022 – non-compliance with s.180(3) – satisfied appropriate to exercise discretion under s.188(2) – not satisfied that notification to casual employees of the vote by SMS and/or personal email was a reasonable step under s.180(3) – application approved.

Introduction

[1] An application has been made for approval of an enterprise agreement known as the *Carey Baptist Grammar School Employee Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Carey Baptist Grammar School (the Applicant or Carey). The Agreement is a single enterprise agreement.

[2] I had a number of concerns about the Agreement. These concerns were raised with the Applicant by way of correspondence. With the exception of my concerns as to compliance with s.180(3) and a concern as to whether casual employees who voted for the Agreement were eligible to do so, the other concerns raised were resolved by way of submissions and undertakings.

[3] It is apparent that the Applicant did not notify the relevant employees of the voting details by the start of the access period as required under s.180(3) of the Act. The employees were provided with 6 clear days' notice, rather than the 7 clear days required. In the circumstances, the Agreement can only be approved if I consider it appropriate to exercise the discretion available under s.188(2) of the Act.

[4] There was also a concern as to the inclusion of casual employees in the voting cohort and whether all of those employees were employed at the time within the meaning of s.180(2) of the Act.

[5] I conducted a Hearing on both 7 October and 3 November 2022 in order to deal with these issues. The Applicant and the Independent Education Union (IEU) appeared, made submissions and provided evidence. The Applicant made submissions to the effect that while they accept there was an error, that it was a minor error and that in all the circumstances it was not likely to have disadvantaged employees. The IEU submitted that while the error is undoubtedly procedural or technical, the Commission should be in doubt as to whether the error was not likely to have disadvantaged employees having regard to:

- a. Number of voters and the narrow margin of the vote;
- b. Evidence of discontent;
- c. A questions as to whether all the 113 casual employees who were permitted to vote were “employed at the time”; and
- d. The extremely high proportion of part-time and casual employees
- e. The efficacy of the steps undertaken”¹

[6] As to the casual voting cohort, detailed evidence was provided by the Applicant setting out the numbers of casual employees who *actually* voted in the ballot. I deal with that evidence below.

Legislation

[7] Section 188(2) of the Act is in the following terms:

“188 When employees have genuinely agreed to an enterprise agreement

...

(2) An enterprise agreement has also been genuinely agreed to by the employees covered by the agreement if the FWC is satisfied that:

(a) the agreement would have been genuinely agreed to within the meaning of subsection (1) but for minor procedural or technical errors made in relation to the requirements mentioned in paragraph (1)(a) or (b), or the requirements of sections 173 and 174 relating to a notice of employee representational rights; and

(b) the employees covered by the agreement were not likely to have been disadvantaged by the errors, in relation to the requirements mentioned in paragraph (1)(a) or (b) or the requirements of sections 173 and 174.”

[8] It is noted in the Full Bench of decision of *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others*² (Huntsman) that:

¹ IEU’s Submissions 4 October 2022 at [12].

² [2019] FWCFB 318.

“The word ‘likely’ in s.188(2)(b) means ‘probable’ in the sense that there is an odds-on chance of it happening, rather than merely being some possibility of it happening. The word ‘disadvantaged’ suggests a deprivation which manifests in the employees covered by the agreement being prevented from substantively exercising their rights within the bargaining regime in Part 2-4 of the Act.”

[9] Consistent with the decision in *Huntsman*, I consider that the delay of one day in notifying employees of the time, place and method of the vote was a minor error. The circumstances in this matter, where there was a delay of one day, are analogous to one of the examples given by the Full Bench as one “likely” to be considered minor. I see no reason to consider the error as anything other than minor and no party contended otherwise.

[10] As to whether employees were likely to have been disadvantaged by that error, the assessment needs to take into account the particular circumstances of the employees and the impact of the error.

[11] In this matter, 64% of the employees covered by the Agreement cast a valid vote. The Applicant submits that this was a higher proportion of employees than those who voted for the last Agreement. The evidence shows that despite the majority voting for approval, there was a significant number who voted against approving the Agreement. The outcome of the vote was 410 employees cast a valid vote, with 218 voting to approve. The IEU contend that 64% is not a high rate of participation and note that the Diocese of Sale, which comprises 43 schools, had a voter turnout for an agreement approval of 73%, which they submit is typical of the industry. Furthermore, in 2020, Carey Baptist Grammar School conducted a ballot to vary the *Carey Baptist Grammar School Employee Agreement 2018* that covered employees at that time and that 72% responded to that ballot.

[12] The vote took place over 6 to 8 September 2022. The Applicant submits that the fact that the vote took place over more than one day a relevant circumstance when there is only a delay of one day in notification.

[13] The information as to the time place and voting method was first provided to employees on 30 August 2022 by way of an intranet daily message post.³ The Applicant sent the notification to each employee’s work address. There was some evidence that posters reminding employees to vote were exhibited in the workplace, although the photo of the poster provided simply reminds people to vote without providing any other information beyond advising staff to look at their inbox.

[14] During the access period, the Applicant conducted some further information activities. On 30 and 31 August 2022, briefings were held for junior, middle school and senior school staff where they were reminded of the process, including the vote. There was a recorded briefing by the Principal and the Director which was sent to employees on 30 August 2022 and staff were emailed a link to the recording of the briefing. There was a Principals’ forum on 5 September 2022 which referred to the vote and when it was to commence. The third-party vote provider, Vero, issued an email to all Agreement covered staff on 5 September 2022 providing them with information about the vote. Further email reminders were sent on 6 September 2022.

³ Applicant’s Outline of Submissions dated 29 September 2022.

[15] Having regard to the evidence, I am satisfied that employees were not likely to have been disadvantaged by the error. The fact that the vote took place over more than one day, combined with the extensive communications that took place during the access period, leads me to conclude that in all the circumstances it is not probable that employees were disadvantaged in that they were not substantively prevented from exercising their rights. There was a higher proportion of employees who voted for this Agreement than the most recent agreement that covered the employees. While approximately 9-10% more than that proportion voted for the the Diocese of Sale agreement and the variation to the *Carey Baptist Grammar School Employee Agreement 2018*,⁴ that evidence is not sufficient to satisfy me that it was an “odds on chance” that there would be a greater voter turnout in light of the time period of the ballot and the totality of the actions taken to advise employees of the ballot. I am not satisfied it was probable that the number of employees who voted would have been different given the delay of one day in providing the notice, taking into account all the circumstances.

Casual employees

[16] The second issue of concern pertains to the casual employees and whether casual employees who were not eligible were provided the opportunity to vote. The Applicant requested and was granted time to be able to ascertain detailed information as to the actual number of casuals who voted, who those casuals were (but not how they voted) and whether they were employed at the time and therefore eligible to vote, or not. I issued an order to produce against the company that conducted the ballot, Vero, to provide the relevant information.

[17] The information elicited showed that of the 113 casual employees that voted, only 88 of those actually worked during the access period. Therefore, 25 employees voted who were not eligible to vote. However, relevantly only 5 casual employees *actually* voted at all. Of the 5 that actually voted, only one of those was not eligible to vote. While the IEU submitted that there was a question as to the provenance and accuracy of the material provided, that evidence was not challenged at the hearing, and I see no reason not to accept it. It is apparent that the single vote of the ineligible casual would not have altered the outcome of the vote. In the circumstances, I am satisfied that the inclusion of the one employee who actually voted was a minor error that was unlikely to have disadvantaged employees.

Were all reasonable steps taken to inform casual employees of the vote?

[18] The fact that so few casual employees *actually* voted gave rise to a further concern which was highlighted by the IEU. This was whether all reasonable steps were taken to inform casual employees, as a particular cohort of employees, of the time, place and method of the vote, given their particular circumstances. The IEU provided witness statements from 3 staff members which referred to evidence from unnamed casual staff members they claimed that they had spoken to. Ms Nadia Lynch gave evidence she spoke to a casual employee who claimed to have worked on 31 August 2022 (and was therefore eligible to vote) but that she was not aware of the vote, and that she has a “Carey email” but does not access it for her casual work and that communication about work is sent to her email address. A second casual employee who Ms Lynch spoke to said that he did not have an “operative” Carey email account. He did not know about the vote and did not vote.

⁴ [2020] FWC 6437.

[19] Ms Trudi Smith gave evidence about a casual employee who worked the week of 15 to 19 August 2022, and then from 3 to 7 October 2022. That employee did not receive an email about the vote. However, that employee was not employed during the access period and therefore was not employed “at the time”.

[20] Mr Adam Lovell gave evidence that an employee that he spoke to worked on 31 August 2022 (and was therefore employed at the time) and that his employee number (which was not provided to the Commission) does not appear on the lists of casual employees provided by Carey who were invited to vote. As the number is not provided, I am not in a position to be able to verify that claim. The evidence of Mr Lovell is that the employee he spoke to has a Carey email account, but they could not access it because their password had expired many months before and they did not think it was necessary to reactivate it as the school books work via “phone”.

[21] On the basis of this evidence, the IEU submits:

“The evidence of casual employees, to the extent that it is available to the Commission, is that casual employees do not rely on their work email. They receive notification of shifts by text message, phone and personal email. If casual are staff are routinely engaged by these means and not by Carey email addresses, then contacting them by the same means in relation to the terms of their employment over the next (up to) three years is surely a “reasonable step”. It was not taken, and so the employer cannot establish that it took “all reasonable steps” as required under s.180.”⁵

[22] I have considered that evidence and associated submissions.

[23] As to the evidence, I do not place significant weight on the hearsay evidence as to what the practice of a small number of unidentified casual employees is in regard to communication with the employer. In any event, if I was to accept that evidence as demonstrating the practice in respect to those particular employees, there is not a sound basis to assume that is the practice for all, or even most casual employees. This is particularly so given the evidence shows that two of the casual employees actually have a Carey email address, but simply choose not to access it. This is not a sound evidentiary basis to find that it was a reasonable step for the Applicant to communicate with casual employees via “phone”, presumably by SMS.

[24] Further, even if it is accepted that the employees which are the subject of the evidence were unaware of the vote or not give the opportunity to vote, it would not change the outcome even if all of them voted, and they all voted against the Agreement. Finally, the evidence is largely consistent with the proposition advanced by the Applicant that Carey employees, including casuals, have a work email address. There is an expectation of the school that employees correspond with the school via the intranet and the associated email.⁶ The employees may choose not to access information provided to that email address, but that is a matter for those employees. The evidence adduced by the IEU, on which I place little weight given it is all hearsay, does not satisfy me that it was reasonable, in all the circumstances, for

⁵ IEU’s Submissions dated 28 October 2022 at [10].

⁶ Transcript at PN316.

the employer to take the step to advise casuals as a discrete group, of the information about the vote by SMS or personal email.

[25] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[26] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[28] I observe that the following provision is likely to be inconsistent with the National Employment Standards (NES):

- Clause 14.2 – Compassionate Leave.

[29] However, noting the undertaking provided by the Applicant, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[30] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 November 2022. The nominal expiry date of the Agreement is 25 November 2025.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/3854

Applicant:
Carey Baptist Grammar School

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Sophie Lukeis, Director – People, have the authority given to me by Carey Baptist Grammar School to give the following undertakings with respect to the *Carey Baptist Grammar School Employee Agreement 2022* ("the Agreement"):

1. National employment standards

That this Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**) (in the *Fair Work Act 2009* (Cth)). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2. Schedule 1A, clause 2 – Casual teacher full day and half day rates of pay

That casual employees covered by the Agreement will be entitled to the higher of either:

- a) the half day or full day rates of pay (whichever is applicable) set out in the Agreement; or
- b) the half day or full day rates of pay (whichever is applicable) in the *Educational Services (Teachers) Award 2020 (Award)* plus 1%,

where the teacher would be covered by one of the classifications in the Award but for the application of the Agreement and the applicable half day or full day rate of pay for that classification that is payable under the Award is the same or higher than the half day or full day rate (whichever is applicable) in the Agreement.

3. Clause 8 – Casual employees

That employees who are employed in professional staff or school assistant classifications in the Agreement and who would otherwise be covered by the *Educational Services (General Staff) Award 2010* if the Agreement did not apply, are entitled to a minimum engagement of 2 hours for each separate engagement.

4. Casual rates of pay – School assistant and professional staff – Schedules 2B and 3B

That employees engaged in a school assistant classification or professional staff classification on a casual basis will be entitled to a 25% loading in addition the applicable rate of pay set out in Schedules 2B or 3B (whichever is applicable). For the avoidance of doubt, the casual loading is calculated on an hourly rate basis and calculated based on the corresponding hourly base rate of pay relevant to the annual rate, for the applicable classification, in the schedule.

5. Overtime for part time school assistant and professional staff

That an employee employed on a part time basis in a school assistant or professional staff classification is entitled to overtime for work performed in excess of 7.5 hours on a day except where:

- a) The employee's agreed daily hours as set under clause 9.2(b) (or as varied by the parties) is different, in which case overtime is payable for hours worked in excess of that agreed daily maximum of ordinary hours.

6. Overtime for work outside daily span of hours - school assistant and professional staff

That an employee in a school assistant or professional staff classification is entitled to overtime for hours worked outside the span of hours set out in the *Educational Services (General Staff) Award 2010* and is applicable to their classification/work type as set out in clause 14 of the award.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

6.10.2022

Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



**Carey Baptist Grammar School
Employee Agreement 2022**

SECTION A - PRELIMINARY MATTERS

1. Title

This Agreement will be known as the Carey Baptist Grammar School Employee Agreement 2022 (“**the Agreement**”)

2. Arrangement

This agreement is arranged as follows:

SECTION A - PRELIMINARY MATTERS.....	1
1. Title	1
2. Arrangement.....	1
3. Type of Agreement.....	4
4. Coverage and application.....	4
5. Relationship to Awards.....	4
6. Duration.....	4
7. Dispute Resolution Process.....	4
8. Definitions	5
SECTION B - CONDITIONS OF EMPLOYMENT RELEVANT TO ALL EMPLOYEES COVERED BY THE AGREEMENT	7
9. Modes of Employment.....	7
10. Public Holidays.....	9
11. Long Service Leave.....	10
12. Parental leave	12

13.	Personal Leave	16
14.	Compassionate Leave.....	19
15.	Family Domestic Violence Leave.....	19
16.	Sabbatical Leave.....	20
17.	Leave Without Pay	21
18.	Examination Leave.....	21
19.	Qualification Conferral Leave	21
20.	Jury Service Leave.....	21
21.	Remuneration Packaging	22
22.	Introduction of Major Change	22
23.	Communication & Consultation	24
24.	Agreement Flexibility	25
25.	Redundancy	26
26.	Termination of Employment.....	28
27.	Performance and conduct management.....	29
28.	Superannuation.....	31
29.	Fee Remissions for Children of Staff	31
30.	Professional Learning & Development.....	32
31.	Professional Practice Day.....	32
32.	Payment of Salaries	33
33.	Breaks.....	33
34.	Meal Allowance	33
36.	Accident Make-up Pay.....	33
37.	Breakage and Loss.....	33
38.	Protective Clothing	34
39.	Outside Employment.....	34
40.	Confidentiality.....	34
	SECTION C - CONDITIONS OF EMPLOYMENT THAT APPLY TO TEACHERS.....	34

41.	Duties and Allocation of Teachers	34
42.	School holidays and annual leave (not applicable to Casual Relief Teachers)...	35
43.	Classifications and Pay Rates	35
44.	Part Time Teachers	36
45.	Casual Relief Teachers (CRT).....	36
46.	Responsibility Allowances	37
SECTION D - CONDITIONS OF EMPLOYMENT THAT APPLY TO SCHOOL ASSISTANTS.....		37
47.	School Assistants	37
48.	Rates of Pay.....	38
49.	Calculation of paid annual leave.....	38
50.	Overtime.....	38
51.	Higher Duties.....	39
SECTION E - CONDITIONS OF EMPLOYMENT THAT APPLY TO PROFESSIONAL STAFF		39
52.	Professional Staff	39
53.	Hours of Work	40
54.	Rates of Pay.....	40
55.	Annual Leave	40
56.	Overtime.....	40
57.	Request for flexible Work Arrangements	41
58.	Higher Duties.....	41
SECTION F - POSTING OF THE AGREEMENT.....		42
59.	Posting of the Agreement	42
SECTION G - DECLARATION.....		42
60.	Declaration	42

3. Type of Agreement

This Agreement is a Single Enterprise Agreement made pursuant to section 172 (2) of the *Fair Work Act 2009* (Cth.) between Carey Baptist Grammar School Limited (“the Employer”) and the employees employed by the Employer listed in clause 4.

4. Coverage and application

4.1 This Agreement binds:

- (a) The Employer; and
- (b) All Employees of the Employer except members of the School Leadership Team as defined.

4.2 Sections A - B and F - G of this Agreement apply to all employees covered by the Agreement. Sections C - E apply to the particular types of employees referred to in the headings of these Sections.

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.

6. Duration

6.1 Where the Agreement passes the better off overall test, the Agreement will be operative from the first pay period commencing on or after the date of the notice approving the Agreement issued by the Fair Work Commission (“**FWC**”).

6.2 The nominal expiry date of this Agreement is three years from the operative date.

7. Dispute Resolution Process

7.1 If a dispute relates to:

- (a) a matter arising under the Agreement, save and except for any matter relating to or arising under clause 56.5 or clause 58 of this Agreement; or
- (b) the NES, save and except for any dispute about whether the Employer had reasonable business grounds under subsection 65(5) or 76(4) of the FW Act,

this clause sets out procedures to settle the dispute.

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

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

7.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.

7.5 FWC may deal with the dispute in two stages:

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

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWA makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

7.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) the *Occupational Health and Safety Act 2004* (Vic.) would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

7.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

8. Definitions

For the purpose of this Agreement:

“**Employee**” means a person defined by clause 4.1(b).

“**Awards**” mean the following:

- (a) Educational Services (Teachers) Award 2020;
- (b) Educational Services (Schools) General Staff Award 2020;
- (c) Any other award applicable to any Employee immediately prior to the commencement of this Agreement.

“**Casual Employee**” means, for an employee other than a teacher, an Employee who is engaged on an hour-by-hour basis. For a teacher, an Employee employed on a day-to-day basis, that is employed for not more than 4 consecutive term weeks unless extended

by agreement provided the total period of the engagement does not exceed one school term

“Casual Relief Teacher (CRT)” means a registered teacher who comes into the School to cover a sudden emergency or absence of a regular teacher.

“Employer” means Carey Baptist Grammar School Limited as defined by clause 0

“FW Act” means the *Fair Work Act 2009* (Cth)

“FWC” means Fair Work Commission

“NES” means the National Employment Standards as contained in ss59 to 131 of the FW Act

“School Leadership Team” means the Principal and their direct reports: Deputy Principals, Business Director, Director of Community Relations, Director People, Director of Digital, the Head of Senior School, Head of Middle School, Head of Junior School Kew and Head of Junior School Donvale.

“The School” means Carey Baptist Grammar School

“Principal” means the Principal of Carey Baptist Grammar School or his / her nominee

“School Year” means the twelve months from the commencement of the first day of February.

“Teacher” means a teacher who is registered or granted permission pursuant to the *Victorian Institute of Teaching Act 2001* (Vic.) and includes a qualified Employee librarian but does not include a person employed as a Principal, a Deputy Principal or Head of School.

“Teaching Experience” means experience of teaching after achieving the qualifications necessary for registration and will be deemed to have commenced at the date on which a “qualified” person first receives a teaching appointment.

“Permission to Teach Teacher” means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the *Education and Training Reform Act 2006* (Vic) and in accordance with the Victorian Institute of Teaching Permission to Teach Policy 1 October 2017.

“Registered Teacher” means a teacher who is registered by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the *Education and Training Reform Act 2006* (Vic).

“School Assistant” means a school assistant employed in libraries, laboratories and as teacher aides and ECC assistants.

“Professional Employee” means a person who is employed wholly or principally in clerical and/or administrative work; reporting; facilities maintenance; ICT; People and Talent, Marketing and Communications or other professional roles other than that of a School Assistant.

“Part Time Employee” is one who is employed with the school to work less than a full week each week

“Fixed Term Employee” means an Employee employed on a fixed term basis for a pre-arranged period, for a specified time or task or to replace another employee

“School Holidays” means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year.

“Victorian Institute of Teaching” means the statutory authority for the regulation and promotion of the teaching profession in Victoria and operates under and subject to the *Education and Training Reform Act 2006* (Vic.)

SECTION B - CONDITIONS OF EMPLOYMENT RELEVANT TO ALL EMPLOYEES COVERED BY THE AGREEMENT

9. Modes of Employment

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

9.1 Full Time Employees

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

9.2 Part Time Employee

- (a) The Employer may employ an Employee on a part time basis in accordance with this Agreement.
- (b) 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.

9.3 Fixed Term Employee

- (a) Fixed Term Employees are employed for a specified period of time to undertake a specified project; to undertake a specified task which has a limited period of operation or for which ongoing requirement has not been identified; to replace a staff member on leave; or to replace a staff member whose employment has terminated after the commencement of the school year or for whom notice of less than seven weeks has been provided.
- (b) A Fixed Term Employee is entitled to be paid in accordance with pay rates applicable to the role undertaken in Schedule 1A, 2A or 3A of this Agreement.
- (c) A Fixed Term employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- (d) A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
 - (i) notice of termination (where the date of cessation of employment is stated at the time of appointment., i.e. no notice of termination will be applicable where the contract terminates upon the cessation date. Should the contract

provide for termination prior to the cessation date, a notice period will be stated)

- (ii) redundancy
- (iii) accident make-up pay
- (iv) paid parental leave (see clause 12.2 (b) regarding eligibility)
- (v) jury service leave other than under the NES
- (vi) school fee remission

(e) Upon engagement, the employer must inform the Fixed Term Employee in writing:

- (i) the date of commencement of employment;
 - (ii) the date of cessation of employment
 - (iii) the reason for the fixed term nature of the role
 - (iv) the benefits which are applicable to the Fixed Term Teacher under this Agreement; and
 - (v) the rights under this Agreement of any Employee(s) being replaced.
- (iv) after three consecutive years the School will review the fixed term nature of the role against operational requirements

9.4 Casual Employees

- (a) The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- (b) A Casual Employee is not entitled to any of the following benefits under this Agreement
 - (i) notice of termination of employment
 - (ii) redundancy
 - (iii) remuneration packaging
 - (iv) annual leave
 - (v) school holidays
 - (vi) non-attendance time
 - (vii) leave loading
 - (viii) public holidays
 - (ix) paid personal leave
 - (x) paid compassionate leave

- (xi) accident make-up pay
 - (xii) paid parental leave
 - (xiii) school fee remission
- (c) A Casual Employee is entitled to unpaid carer's leave, jury service leave, parental leave and long service leave, where eligible, as per the NES and the Paid Parental Leave legislation.

9.5 Letter of Appointment

Each employee, upon engagement, shall be issued with a letter of employment by the School. The letter shall, as a minimum, specify date of commencement, duties, classification, salary payable and probation period (where applicable) and the Agreement under which the person is employed.

9.6 Staff Induction

All employees in the first year of employment will be invited to participate in an induction process. The induction process shall be delivered by the People and Talent team in consultation with the relevant Head of School or manager.

10. Public Holidays

This clause does not apply to Casual Relief Teachers or Casual Employees.

10.1 Standard days

- (a) Public holidays are provided for in the NES
- (b) The Monday before Melbourne Cup Day shall be granted as an additional public holiday in the event that it is a student free day.

10.2 Holidays in lieu

- (a) When Christmas Day is a Saturday or Sunday, a holiday in lieu will be observed on 27 December.
- (b) When Boxing Day is a Saturday or Sunday, a holiday in lieu will be observed on 28 December.
- (c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu will be observed on the next Monday.

10.3 Substitute days

- (a) An employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the day which is being observed pursuant to 10.1 (b)a or 10.2. An agreement made pursuant to clause (a) of this Agreement must be recorded in writing.
- (b) Where the Employer proposes to seek agreement to substitute a day other than a public holiday prescribed by this Agreement, the Employer will give no less

than five (5) working days' notice of the intention to reach agreement to this effect.

11. Long Service Leave

11.1 Preamble

An Employee is entitled to long service leave on ordinary pay in respect of continuous employment with one and the same employer or the employer's successor. Continuous Service is service with the Employer on a regular and systematic basis where the Employee had a reasonable expectation of continuing employment (and includes any period of authorised leave).

11.2 Entitlement

- (a) An Employee who has completed 10 years' continuous employment with the employer is entitled to 13 weeks' long service leave.
- (b) An Employee is entitled to an additional 6 1/2 weeks' (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the employer.
- (c) An employee may take pro-rata long service leave after seven years of continuous service.
- (d) The taking of leave will be at a time mutually agreed between the School and the Employee and in accordance with applicable legislation. It is generally seen as desirable that long service leave should be taken as soon as practicable after the full entitlement becomes due. In granting the leave, the School will consider both its operational requirements and the personal circumstances of the employee. Eligible teachers should endeavour to apply at least 6 months prior to the start of the semester in which they wish to take leave. Eligible Professional Staff and School Assistants should endeavour to apply six months prior to the time they wish to apply for leave.
- (e) Long service leave will be taken in blocks of time in accordance with applicable legislation. The School prefers long service leave to be taken in whole terms. Shorter periods of long service leave may be agreed where this meets the operational requirements of the School and the personal circumstances of the employee.

11.3 Termination of employment

An Employee who has completed at least 7 years of continuous employment with the employer and whose employment is terminated for any cause, is entitled to be paid pro-rata long service leave upon the cessation of employment.

11.4 Illness on long service leave

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

- (b) Subject to 11.4 (a), the employee's long service leave will be extended by the period of illness.
- (c) An exception to 11.4 (b) is that an employer and an employee may agree that the employee will return from long service leave as planned with the period of illness increasing the employee's accrued long service leave entitlement.

11.5 Payment of Long Service Leave

- (a) Where an Employee has been employed full-time or at the same part time fraction for the entire period of service, the Employee is entitled to be paid long service leave on ordinary pay.
- (b) Where an Employee's time fraction has varied, salary when proceeding on long service leave is calculated as follows:

- (i) Service prior to 1 February 1997

- (A) where all service of the Employee has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;
- (B) when full time employment falls last, any leave taken from the full time credit will be paid at the current full time salary. 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 to current full time weekly hours;
- (C) when part time employment falls last, 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. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part time employment;
- (D) if an employee can show that the employee's average weekly hours over the whole of the employee's part time employment are greater than average weekly hours over the last 12 months of part time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

- (ii) Service from 1 February 1997

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

12. Parental leave

12.1 Parental leave is in accordance with the NES (Division 5 of Part 2-2 of the FW Act) except where more favourable terms are provided in this agreement

12.2 Eligibility

- (a) To be entitled to parental leave, an Employee must have worked for the Employer for a continuous period of at least 12 months immediately before the date of birth or placement of the child.
- (b) Fixed term employees will be eligible for paid parental leave once they have worked for the Employer for a continuous period of 36 months, without a break in service.
- (c) Casual employees will be entitled to parental leave if they have worked for the Employer on a regular and systematic basis for at least 12 months and would have had a reasonable expectation of continuing employment with the Employer on a regular and systematic basis, but for the birth or placement of the child.
- (d) Parental leave is available to both employees who are part of an “employee couple”. (i.e. where both parents are employed, not necessarily by the same employer).

12.3 Entitlement

An eligible Employee who has or will have responsibility for the care of the child, is entitled to a maximum of 12 months of unpaid parental leave associated with:

- (a) the birth of a child of the Employee or the employee’s spouse or de facto partner (including former spouse or de facto partner); or
- (b) the placement of a child under 16 years of age with the Employee for adoption.
- (c) Parents who experience a stillbirth or the death of an infant during the first 24 months of life can also take unpaid parental leave.

12.4 Rules for taking parental leave

- (a) Where only one Employee (or only one member of an employee couple) takes parental leave:
 - (i) parental leave can be taken as a single continuous period, or as a single continuous period and a flexible period of up to 30 days (6 weeks)
 - (ii) parental leave starts at the birth or placement of the child or in the case of a pregnant employee up to six weeks before the expected date of birth;
 - (iii) parental leave may start at any time within 12 months after the birth or placement of the child if:
 - (A) the Employee has a spouse or de facto partner who is not an employee; and

- (B) the spouse or de facto partner has responsibility for the care of the child.
- (iv) Employees can take paid leave such as annual leave at the same time as unpaid parental leave.
- (b) Concurrent leave

The following rules apply to an employee couple if both employees take unpaid parental leave:

 - (i) The employees are entitled to a total of up to 24 months of leave between them, which generally must be taken separately in a single continuous period
 - (ii) If the employee who takes leave first is pregnant or gives birth, they can start their leave up to 6 weeks before the expected date of birth or earlier if agreed with the employer
 - (iii) If the employee who takes leave first is not pregnant, their leave must start on the date of birth or placement
 - (iv) Both employees of an employee couple can take leave at the same time (called 'concurrent leave') for a maximum period of 8 weeks. This leave must be taken within 12 months of the birth or adoption of a child. The concurrent leave can be taken in separate periods. Each period must be at least 2 weeks unless the employer agrees to a shorter period.
 - (v) Concurrent leave counts as part of an employee's overall unpaid parental leave and is deducted from their overall entitlement of 12 months of leave
 - (vi) Employees can take paid leave such as annual leave at the same time as unpaid parental leave.
- (c) In addition to the legislative entitlements, the Employer agrees to provide to the non-primary care-giver ten (10) days of paid concurrent leave. This paid leave is to be taken at a time elected by the employee but in consultation with the School.
- (d) Flexible Parental Leave

Employees can take up to 30 days (6 weeks) of their unpaid parental leave flexibly at any time within 24 months of a child's birth or adoption.

Flexible unpaid parental leave can be taken as:

- (i) a single continuous period of 1 day or longer
- (ii) separate periods of 1 day or longer each.

An employee can take flexible unpaid parental leave on the same day their partner is on continuous unpaid parental leave. The 2 employees can only take a total of up to 8 weeks of unpaid parental leave at the same time.

An employee's entitlement to unpaid parental leave, except for flexible unpaid parental leave, will end on the first day that the employee takes flexible unpaid parental leave.

Once an employee takes flexible unpaid parental leave, they can't later take a period of continuous unpaid parental leave. This means that if an employee is planning on taking a period of continuous unpaid parental leave they should do so before they take any flexible unpaid parental leave.

12.5 Parental leave to coincide with school terms

- (a) Where possible, parental leave should commence on the day following the last day of a school term and conclude on the day preceding the first day of a school term. In order to facilitate this, the Employer, where necessary, will extend the period of unpaid parental leave beyond the maximum entitlement should an Employee agree to return from parental leave on the commencement of the school term immediately following the taking of parental leave.

12.6 Paid parental leave

- (a) Where the Employee is a permanent full-time or part-time employee and the Employee is granted parental leave in accordance with the NES and any paid parental leave legislation, the Employer agrees to provide to the Employee an additional twenty (20) weeks paid leave.
- (b) A fixed term employee who has worked a period of continuous service of 36 months will be eligible for paid parental leave.
- (c) If the Employee takes less than twenty (20) weeks, the Employee will receive paid parental leave for the reduced period of parental leave taken.
- (d) The Employer provided paid parental leave cannot be taken concurrently with other paid leave.
- (e) Any entitlement to a subsequent period of Employer provided paid parental leave will be subject to the completion of a further period of 12 months of continuous paid service.

12.7 Superannuation Payable on Unpaid Parental Leave for the Primary Care Giver

Employees who are the primary care giver are entitled to receive superannuation contributions on a period of unpaid parental leave for up to six months. This will be paid at the employee's ordinary rate. Where the amount of unpaid leave taken is less than six months, the amount of superannuation payable will be prorated.

12.8 Extending unpaid parental leave

An Employee taking 12 months parental leave can request to extend their parental leave by a further 12 months, reduced by the amount of any leave taken by their partner. The Employee must request the extension in writing at least four weeks but preferably one school term before the end of the initial period of parental leave. The Employer must respond in writing within 21 days stating whether they grant or refuse the request. The Employer may refuse the request only on reasonable business grounds and must include the reasons for the refusal in the written response.

12.9 Pre-adoption leave

An Employee who is adopting a child can take up to two days of pre-adoption leave for necessary adoption interviews or examinations (unless they are required to take other

leave they have available). The Employee must give notice of their intention to take unpaid pre-adoption leave and, if required, provide reasonable evidence of the purpose of the leave.

12.10 Notice and evidence

- (a) Before taking parental leave, Employees must:
 - (i) inform the Employer of their intention to take unpaid parental leave by giving at least 10 weeks written notice (unless it is not possible to do so)
 - (ii) in the case of concurrent leave taken subsequent to the first period of concurrent leave, inform the Employer of the intention to take a subsequent period of concurrent leave by giving at least 4 weeks written notice (unless it is not possible to do so)
 - (iii) specify the intended start and end dates of the leave
 - (iv) at least four weeks before the intended start date:
 - (A) confirm the intended start and end dates or
 - (B) advise the Employer of any changes to the intended start and end dates (unless it is not possible to do so).
- (b) The Employer may require evidence of the actual or expected date of birth of a child (e.g. a medical certificate), or the day or expected day of placement of a child under 16.

12.11 Return to work guarantee

- (a) When an Employee wishes to return to work after parental leave:
 - (i) they are entitled to return to the same position they held before taking parental leave;
 - (ii) if the position they held no longer exists they are entitled to return to an available position for which they are qualified and suited that is nearest in status and pay to their previous position.
- (b) While the Employee is on parental leave, the Employer must keep the Employee informed of decisions that affect the status, pay or location of the Employee's position.

12.12 Special maternity leave

- (a) An Employee can take "**special**" maternity leave if they have:
 - (i) a pregnancy-related illness, or
 - (ii) a miscarriage or stillbirth within 28 weeks of the expected date of birth.
- (b) The Employee must:

- (i) give notice that they are taking unpaid special maternity leave (which may be given after the leave has started)
- (ii) advise the Employer of the period of leave (or expected period of leave)
- (iii) if required by the Employer, give reasonable evidence of the reason for the leave, which the Employer may require to be a medical certificate.

12.13 Communication during parental leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 12.13 (a) of this Agreement.

13. Personal Leave

13.1 Personal leave is in accordance with the NES (Division 7 of Part 2-2 of the FW Act) except where more favourable terms are provided in this agreement.

13.2 Application

Save as stated below, this clause does not apply to a Casual Relief Teacher or casual Employee

13.3 Definitions

In this clause the term "**immediate family**" means:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the partner of that person on a bona fide domestic basis although not legally married to that person; and
- (b) child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or of a spouse of the employee.

13.4 Entitlement

- (a) Paid personal leave is available to an Employee when the Employee is absent:
 - (i) due to personal illness or injury, or
 - (ii) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (b) An Employee is entitled to 15 days of paid personal leave in each year of service. This leave is cumulative and may be taken for part of a single day.

13.5 Sick Leave

- (a) An Employee is entitled to access personal leave entitlements where the Employee is unable to perform the Employee's duties by reason of personal illness or injury.
- (b) The amount of personal leave an Employee may take as sick leave depends on how long the Employee has worked for the Employer and accrues as follows:
 - (i) in the first year of service, for each completed 4 week period of continuous service with the Employer, 1.25 days; and
 - (ii) in the second and each subsequent year of service, 15 days at the commencement of that year.

13.6 Employee must give notice

An Employee must, as soon as reasonably practicable and during the ordinary hours of the first day of such absence, inform the Employer of the Employee's inability to attend for duty and state the nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the Employer during the ordinary hours of the first day of such absence, the Employee will inform the Employer within 24 hours of such absence.

13.7 Evidence supporting claim

An Employee is entitled to sick leave provided that:

- (a) the Employee produces a medical certificate or other evidence satisfactory to the Employer for any absence of more than two consecutive days; or
- (b) if required by the Employer, the Employee provides a medical certificate or other evidence satisfactory to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; or
- (c) the Employee produces a medical certificate or other evidence satisfactory to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or other evidence satisfactory to the Employer exceeds five days in the one year.

13.8 Sick leave whilst on long service leave

An Employer may require an Employee who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

13.9 Infectious diseases leave

- (a) An Employee who is suffering from any of the infectious diseases as notified by the Chief Medical Officer will be granted special leave without deduction of pay provided that 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.
- (b) The Employee must also produce a medical certificate which specifically names the disease.

13.10 Carer's Leave

- (a) An Employee is entitled to use the Employee's personal leave to care for members of the Employee's immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

13.11 Notice required for carer's leave

- (a) When taking carer's leave the notice must include:
 - (i) the name of the person requiring care and support and the person's relationship to the Employee;
 - (ii) the reasons for taking such leave; and
 - (iii) the estimated length of absence.
- (b) If it is not practicable for the Employee to give prior notice of absence, then the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

13.12 Evidence supporting claim

- (a) The Employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration, the nature of the illness and that the illness is such as to require care by another.
- (b) When taking leave to care for members of the Employee's immediate family or household who require care due to an unexpected emergency, the Employee must, if required by the employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

13.13 Unpaid carer's leave (also applicable to casual Employees and Casual Relief Teachers)

- (a) Where an Employee has exhausted all paid personal leave entitlements, the Employee is entitled to a period of up to two days unpaid carer's leave for each occasion to care for members of the Employee's immediate family or household

who are ill or injured and require care and support or who require care due to an unexpected emergency.

- (b) This leave may be taken in a single, unbroken period of up to two days or any separate periods to which the Employee and the Employer agree.
- (c) The Employee is only entitled to unpaid carer's leave if the Employee has complied with the notice and documentation requirements in clause 13.11 and 13.12 of this Agreement.

14. Compassionate Leave

14.1 Application

This clause does not apply to Casual Relief Teachers or Casual Employees

14.2 Entitlement

- (a) An Employee may take five (5) days paid leave per occasion when a member of the Employee's immediate family or household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to life or dies.
- (b) This leave may be taken in a single unbroken period of five days or separate periods of one day or as agreed by the Employer and the Employee.
- (c) The Employee is entitled to compassionate leave only if the Employee gives his or her employer any evidence that the Employer reasonably requires of the illness, injury or death.

15. Family Domestic Violence Leave

15.1 All employees will be entitled to family and domestic violence leave in accordance with applicable legislation.

15.2 An employee, not including a casual employee, experiencing family and domestic violence is entitled to ten (10) days per year of paid family and domestic violence leave for the purpose of:

- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner; or
- (b) relocation or making other safety arrangements.

15.3 This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days, and can be taken without prior approval (however the employee must notify the School as soon as practically possible of the taking of the intended leave as per clause 15.5 below).

15.4 Upon exhaustion of the leave entitlement in clause 15.2, employees will be entitled to unpaid family and domestic violence leave as per any relevant legislation.

Notice and Evidentiary Requirements

15.5 The employee shall give the School notice as soon as reasonably practicable of their request to take leave under this clause.

- 15.6 If required by the School, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause [1]. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.
- 15.7 The School must ensure that any personal information provided by the employee to the School concerning an employee's experience of family and domestic violence is kept confidential.

Contact person

- 15.8 The School will nominate a contact person to provide support for employees experiencing family and domestic violence and notify employees of the name of the nominated contact person. An employee experiencing family and domestic violence may raise the issue with the nominated contact person, their immediate supervisor, Occupational Health and Safety Representatives or their union delegate.
- 15.9 Where requested by an employee, the contact person will liaise with the employee's supervisor on the employee's behalf and will make a recommendation on the most appropriate form of support.

Individual Support

- 15.10 In order to provide support to an employee experiencing family and domestic violence and to provide a safe work environment to all employees, the School will consider any reasonable request from an employee experiencing family and domestic violence for:
- (a) changes to their span of hours or pattern or hours and/or shift patterns;
 - (b) job redesign or changes to duties;
 - (c) relocation to suitable employment within the School;
 - (d) a change to their telephone number or email address to avoid harassing contact;
or
 - (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

Workplace Safety

- 15.11 The School will implement a workplace safety plan with specific measures to minimise the risk that employees will be subject to violent or abusive behaviour at work and protocols for dealing with a crisis situation.

16. Sabbatical Leave

- 16.1 The Employer may grant a permanent employee sabbatical leave on 80% of salary subject to the Employee agreeing to have their annual salary reduced by 20% for a period of four years, and the employee entering into an agreement with the employer covering the terms and conditions of the sabbatical leave.

16.2 Sabbatical leave shall be taken immediately following the completion of the relevant work period during which salary was reduced under 16.1. Sabbatical leave can only be taken for a period of 12 months.

17. Leave Without Pay

17.1 Discretion of Employer

An Employee may apply for leave without pay, however the granting of such leave, and the terms on which such leave is granted (if granted), will be at the sole discretion of the Employer.

17.2 During any period of leave without pay, the Employee's entitlements under this Agreement are suspended. Leave without pay does not break the continuity of employment but any period of leave without pay in excess of 10 days in any school year is not taken into account in calculating the period of service of the Employee for any purpose of this Agreement.

18. Examination Leave

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

19. 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.

20. Jury Service Leave

20.1 Entitlement

- (a) This clause does not apply to a Casual Employee or a Casual Relief Teacher
- (b) An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.

20.2 Conditions

- (a) An Employee must notify the employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (b) An Employee must provide the employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (c) The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- (d) The Employee will receive normal pay for the period of Jury Service irrespective of the amount paid to the Employee by the Court.

21. Remuneration Packaging

The School will offer remuneration packaging to employees who request it in writing. This will be provided on the basis of Australian Taxation Office requirements, School policies, and the agreement between the parties.

22. Introduction of Major Change

22.1 School's Duty to Notify

- (a) Where the School has made a definite decision to introduce a major change to:
 - (i) production
 - (ii) program
 - (iii) organisation
 - (iv) structure
 - (v) school calendar or
 - (vi) technology

that is likely to have a significant effect on employees, the School will notify the employees who may be affected by the major change ("the relevant employees"), of the decision to introduce the major change.

- (b) "**Significant effect**" includes:
 - (i) termination of employment
 - (ii) major changes in the composition, operation or size of the School's workforce, or in the skills required
 - (iii) the elimination or diminution of job opportunities (including promotion opportunities or job tenure)
 - (iv) the alteration of hours of work
 - (v) the need for retraining employees or relocating employees to another workplace
 - (vi) the restructuring of jobs.
- (c) With the exception that where this Agreement makes provision for alteration of any of the matters referred to in this clause an alteration will be deemed not to have significant effect.

22.2 School's Duty to Discuss Change

- (a) As soon as practicable after making its decision, the School will discuss with the relevant employees:
 - (i) the introduction of the changes referred to in 22.1

- (ii) the effects the changes are likely to have on employees
 - (iii) measures to avert or mitigate the adverse effects of such changes on employees
- (b) For the purposes of such discussion and subject to 22.2 (a), the School will provide in writing to the employees concerned, all relevant information about the changes including:
- (i) the nature of the changes proposed
 - (ii) the expected effects of the changes on employees and
 - (iii) any other matters likely to affect employees.
- (c) For the purposes of such discussion under 22.2 (a) and 22.2 (b), the School will not be required to disclose confidential or commercially sensitive information.
- (d) The School will give prompt consideration to matters raised by the relevant employees in relation to the changes.
- (e) relevant employees may appoint a representative for the purposes of the procedures in this clause.
- (f) If:
- (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative,
 - (iii) the Employer must recognise the representative.

22.3 Consultation about changes to rosters or hours of work

- (a) Where the School proposes to change an Employee's regular roster or ordinary hours of work, the School must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) The School must:
- (i) provide to the Employee or Employees affected and their representatives, if any, 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);
 - (ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

23. Communication & Consultation

- 23.1 Carey Baptist Grammar School and the employees of the School recognise the benefit of communication and consultation in relation to decisions that impact Employees.
- 23.2 Open communication in an environment of trust and mutual respect that creates a solid foundation for collaboration is supported by the parties of this Agreement.
- 23.3 Communication and consultation take a number of forms. It is the responsibility of all parties of this Agreement:
 - (a) To maintain a professional approach to issues of communication and consultation at all times.
 - (b) To take the opportunity afforded by the various methods of communication across the School to maintain an awareness of the key issues affecting the School and impact on employees.
 - (c) To identify or clarify any areas of misunderstanding or non-understanding whenever they arise.
 - (d) To provide or solicit feedback, or raise any points of concern through School section structures for consultation and discussion including staff meetings; or the appropriate colleague(s) in accordance with line management responsibilities or staff representation.
- 23.4 Employees and staff representatives are encouraged to provide feedback and raise issues directly to the School Leadership Team. Where issues which are of significant concern to a cross-section of employees or to the School; or issues which arise in relation to the implementation of this Agreement are not resolved, the Principal or staff representatives may seek to convene a Consultative Committee. The Consultative Committee is not a forum for raising individual staff grievances or a decision making body but makes recommendations to the School Leadership Team.
- 23.5 Within three (3) months of this Agreement becoming operative, a Consultative Committee to review teacher workloads will be formed. The Consultative Committee shall be representative of school sections and comprise nominated members of staff, the staff IEU representative, the Principal and up to three nominees of the Principal. One staff representative will be nominated from:
 - (a) Senior School
 - (b) Middle School
 - (c) Junior School Kew
 - (d) Junior School Donvale
- 23.6 Nominations from each section will be received by the Principal within three months of this Agreement being operative and where required an election of nominees supported. If a nomination is not received for a section of the school

(as set out in clause 23.5 above) or a position becomes vacant, the School will notify staff and seek applications.

23.7 The Committee will meet when requested by the Principal or a majority of staff representatives. Agenda items will be provided to the Consultative Committee no less than five working days (or as soon as is reasonably practicable) prior to the scheduled meeting.

24. Agreement Flexibility

24.1 The Employer and 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 paragraph (a);
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

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

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

24.3 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.

24.4 In making an individual flexibility agreement, the Employee is entitled to be accompanied by a support person of their choice.

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

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

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the Employer and Employee agree in writing — at any time.

25. Redundancy

25.1 Definition

Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be 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.

25.2 Significant Reduction In Hours – Part Time Employees

Where an Employee has had their hours of work reduced within the preceding three years and the cumulative reduction in working hours is equal to or greater than 25%, the Employee may either accept the proposed reduction in working hours or elect to receive a severance payment.

Where the part-time Employee elects to receive a severance payment, the provisions of Clauses 25.3 to 25.9 will apply.

25.3 Redundancy Procedures

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

(i) the reasons for any proposed redundancy;

(ii) the number and categories of Employees likely to be affected; and

(iii) the period over which any proposed redundancies are intended to be undertaken.

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

25.4 Transfer to lower paid duties

- (a) An Employer may transfer an Employee whose position is redundant to lower paid duties provided the Employee is given the same period of notice that the Employee would have been entitled to if the employment had been terminated.
- (b) The Employer may, at the Employer's option, make payment in lieu of notice of an amount equal to the difference between the former ordinary rate of pay and the new ordinary rate for the number of weeks of notice still owing.

25.5 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 0, an Employee whose employment is terminated by reason of Redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

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	8 weeks pay
3 years but less than 4 years	10 weeks pay
4 years but less than 5 years	12 weeks pay
5 years but less than 8 years	14 weeks pay
8 years or more	2 weeks pay per year of service to a maximum of 26 weeks

- (b) For the purpose of this clause:
 - (i) Week's pay means the ordinary rate of pay for the Employee concerned.
 - (ii) Continuity of service includes all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, carer's leave and compassionate leave), school holidays, long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the Employee. Periods of unpaid leave are not included, except at the discretion of the Employer.

25.6 Employee leaving during notice period

- (a) An Employee whose employment is terminated by reason of redundancy may terminate the contract of employment during the period of notice.
- (b) An Employee who terminates the contract of employment under clause 24.6(a) is entitled to the same benefits and payments under this clause had the Employee remained with the Employer until the expiry of such notice. However, in this circumstance, the Employee is not entitled to payment in lieu of notice.

25.7 Alternative employment

The general severance pay prescription provided for in this clause does not apply where the Employer obtains acceptable alternative employment for an Employee.

25.8 Job search entitlement

- (c) During the period of notice given by the Employer 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.
- (d) If the Employee has been allowed leave without loss of pay for more than one day during the notice period for the purpose of seeking other employment, then the Employee will, at the request of the Employer, be required to produce proof of attendance at an interview.
- (e) An Employee will not receive payment for the time absent where the Employee does not produce proof of attendance at an interview in accordance with the Employer's request.
- (f) For the purpose of clause 26.8 (b) and 24.6(e)26.8 (c) of this Agreement, a statutory declaration will be sufficient proof.

25.9 Employees exempted

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

26 Termination of Employment

This clause does not apply to probationary Employees or to Employees engaged on a casual or casual relief teacher basis.

26.1 Notice of termination by the Employer

- (a) Where the School terminates employment for reasons of redundancy or unsatisfactory performance, the School will provide notice in writing or full payment in lieu on the following basis:
- (b) To a Teacher or School Assistant with less than five (5) years' continuous service, the Employer will give seven weeks' notice in writing, wholly within the one school term or payment in lieu. Where a Teacher or School Assistant has had five (5) or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or payment in lieu.
- (c) To all other employees, four (4) weeks' notice or payment in lieu will be provided save that this will be increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the Employer.
- (d) Where the School terminates employment for reasons of misconduct, the School may provide notice as above or may terminate employment summarily in cases of serious misconduct.

26.2 Notice of Termination by the Employee

- (a) The notice of termination required by an Employee is the same as that required of the Employer, save that there is no requirement on the Employee to give additional 1 weeks' notice based on the age of the Employee concerned.
 - (b) Where an Employee fails to give the required notice in terms of 24.6(a), the School has the right to withhold any monies and benefits due to the Employee on termination, an amount not exceeding the amount the Employee would have been paid had they given the required notice.
 - (c) Subject to the provisions of the FW Act, the Employer may also deduct school fees and, or personal expenses owed by the Employee on termination.
- 26.3 The periods of notice described above may be varied by mutual agreement in writing between the Principal and the Employee concerned.
- 26.4 Payment in lieu of notice, at the Employer's discretion, will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- 26.5 Payment in lieu of notice is calculated by taking the amount of salary an Employee would have received by working during the notice period if the Employee's employment had not been terminated.

26.6 Statement of Service

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

- (d) the period of employment; and
- (e) the classification of or type of work performed by the Employee

27. Performance and Conduct Management

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

- (a) for a probationary Employee
- (b) for a casual Employee.

27.1 Performance Management

- (a) 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.
- (b) A formal performance management procedure will commence with the Employer advising the Employee in writing of:
 - (i) the Employer's concern(s) with the Employee's performance;

- (ii) the time, date and place of the first formal meeting to discuss the Employee's performance;
 - (iii) 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;
 - (iv) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (c) Formal performance management meetings will
- (i) include discussion of the Employer's concern(s) with the Employee's performance;
 - (ii) give the Employee an opportunity to respond to the Employer's concern(s);
 - (iii) include discussion of any counselling or assistance, where appropriate, available to the Employee;
 - (iv) include documentation, where appropriate;
 - (v) set periods of review, as appropriate.
- (d) 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.

27.2 Conduct Management

- (a) 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.
- (b) The Employer will advise the Employee in writing of:
- (i) the Employer's concern(s) with the Employee's conduct;
 - (ii) the time, date and place of the meeting to discuss the Employee's conduct;
 - (iii) 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;
 - (iv) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- (c) The formal conduct management meeting(s) will:
- (i) include discussion of the Employer's concern(s) with the Employee's conduct;
 - (ii) give the Employee an opportunity to respond to the Employer's concern(s).

- (d) Concern(s) with an Employee's conduct may be resolved by:
 - (i) 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;
 - (ii) issuing the Employee with a warning or a final warning in writing;
 - (iii) terminating the employment of the Employee in accordance with the relevant notice provision;
 - (iv) other action, appropriate to the situation.

28. Superannuation

Compulsory or Prescribed Superannuation

- (a) The School will make payment of 1% above the rate prescribed under Commonwealth Government legislation of salary to ongoing Employees. The rate prescribed under Commonwealth Government legislation will apply for all other Employees.
- (b) In consultation with its Employees, the School shall make superannuation payments to a range of superannuation funds.

29. Fee Remissions for Children of Staff

- 29.1 This clause does not apply to Employees engaged on a casual or casual relief teaching basis or for fixed term employees.
- 29.2 Employees (other than those excluded above) will be offered remission on enrolment and base tuition fees for their natural or adopted children enrolled in the School.
- 29.3 Employees will retain the discounts as designated in 31.2 and 31.3 during their employment at the School, subject always to the right of the School to vary the discount available to an Employee upon giving not less than twelve months' written notice of such variation.
- 29.4 Children of on-going full-time Employees are educated at the School from the Preparatory year in the Junior Schools under the following conditions:
 - (a) Employees appointed before 1 February 1987 will be entitled to have the enrolment and base tuition fee discounted by 70%.
 - (b) Employees appointed on or after 1 February 1987 and before 1 February 1994 will be entitled to have the enrolment and base tuition fee discounted by 60%.
 - (c) Employees appointed on or after 1 February 1994 will be entitled to have the enrolment and base tuition fee discounted by 50%.
- 29.5 Employees will be entitled to receive 50% discount on the 3-year old and 4-year old Kindergarten programs.

- 29.6 Employees will be entitled to receive 50% discount on Outside School Care programs at the School.
- 29.7 For part-time Employees, the fee remission will be applied pro-rata on the basis of the Employee's current part-time fraction.
- 29.8 In all cases, the enrolment requirements, and expectations at the time of entry must be complied with.

30. Professional Learning & Development

- 30.1 The School recognises that the area of Professional Learning & Development is essentially a partnership between staff and School. The School through its commitment to quality teaching and learning has the responsibility for providing support and active encouragement for Employees to enrich their professional practice through a diverse range of opportunities both within and beyond the School. Employees have the responsibility, individually and as a whole, to assess their own professional needs and interests and to actively pursue these for their own professional enrichment in consultation with their direct Head of School or Manager.
- 30.2 The School shall make opportunities and resources available for employees to become involved in professional development through programmes provided in school and by outside agencies.
- 30.3 The School shall make available to staff at least one student free day each term as a professional development day. All staff (including part time staff) are required to attend each professional development day. Where a part time staff member is required to attend professional development on a day that is not normally a working day for that staff member, the staff member will be paid for their attendance at their ordinary time rate or will receive time off in lieu.
- 30.4 This clause does not apply to Employees engaged on a casual or casual relief teaching basis or for a specific period of time or to complete a specific task or tasks.
- 30.5 An Employee will be reimbursed 50% of the Higher Education Contribution Scheme levy, up to a maximum of \$500 per semester, due for a unit of study which has been successfully completed and for which the Employee has been given prior written approval by the Principal.
- 30.6 As provided in clause 18 above, an Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

31. Professional Practice Day

- 31.1 All teaching staff will be entitled to one (1) professional practice day per year. The intention of this day is to give teachers the ability to work away from school on tasks or duties that may include, but are not limited to, marking and assessment, planning or curriculum development.
- 31.2 In order to minimise disruption to student learning, staff are encouraged to provide as much notice as possible (e.g. 1 month) of their intention to use this day. This period of notice may be reduced by agreement with the staff member's Leader of Learning or Head of School.

- 31.3 The number of teachers out at any one time will be a factor in the request being approved. Some days in the School calendar (such as all school events, sporting days, first and last day of term, day following a public holiday and parent teacher interviews) will not be approved. Teachers are encouraged to work with their Leader of Learning and Head of School to identify an appropriate day.

32. Payment of Salaries

Employees will be paid monthly as nearly as possible on the middle of each month and paid one half month in arrears, one half month in advance.

33. Breaks

Employees have an entitlement to at least half an hour unpaid meal break no later than 5 hours after commencing work.

34. Meal Allowance

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7 p.m. on any day. Where the School does not provide a meal, a Meal Allowance of \$17.00 will be paid to the Employee.

35. Occasional Use of Own Vehicle

- 35.1 If from time to time an Employee is required to use their own private vehicle for authorised School use (not for the transport of students) the employee will be reimbursed at the rates published by the ATO for a maximum of 1800 km per annum.
- 35.2 School use excludes travel between work and home. Use of own private car must be authorised by the Head of School or line manager prior to the event.
- 35.3 All costs associated with School use, including petrol and oil will be met by the Employee. The School will not reimburse any insurance costs in the event of a claim made following an accident or damage to the Employee's car or other cars involved whilst being used for occasional School use, including loss of no claim bonus or payment of excess.

36. Accident Make-up Pay

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) the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

37. 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.

38. Protective Clothing

Where protective clothing is deemed necessary by the Employer, or public health orders, for the performance of duties, the Employer will either provide such clothing or reimburse the Employee for reasonable cleaning costs incurred (upon the provision of receipts).

39. Outside Employment

All staff have a duty of fidelity to the School and are required not to engage in any activity which would conflict, or have the potential to conflict, with their obligations to the School. Therefore, those who intend to engage in other work whilst employed by the School, are required to obtain the Principal's approval before becoming engaged in such other work.

40. Confidentiality

40.1 The Employee will not during the term of his or her employment or following termination reveal any of the confidential information of the School to any other person whatsoever, unless authorised in writing by the School.

40.2 "Confidential information" will include personal and organisational information which has been specifically designated as confidential by the School and any information which relates to the commercial and financial activities of the School, the unauthorised disclosure of which may embarrass, harm or prejudice the School or any of its employees or its students. It does not extend to information already in the public domain unless such information arrived there by unauthorised means.

SECTION C - CONDITIONS OF EMPLOYMENT THAT APPLY TO TEACHERS

41. Duties and Allocation of Teachers

41.1 The ordinary duties of a teacher include face to face teaching with associated preparation, marking and reporting; care of students; attendance at assemblies; attendance at chapel; supervisory duties; involvement in co-curricular activities; involvement in outdoor education programs; participation in staff professional development and scheduled meetings

41.2 The duties and workload of a teacher will vary in line with the needs of students and the operational requirements of the School.

41.3 The School's expectations of teachers will include, but not be limited to:

- (a) undertaking direct teaching of groups of students and individual students as determined by the School
- (b) participation in the pastoral care program as determined by the School
- (c) participation and assistance in the preparation and supervision of School activities
- (d) undertaking school related activities such as Parent/Student/Teacher meetings, staff meetings, co-curricular and sporting programs/events, camps, excursions, Open Days and Speech Night
- (e) contribution to the development, implementation and evaluation of a curriculum area or other curriculum programs within the School

- (f) participation in professional learning & development activities
- (g) participation in some School decision-making processes.

41.4 Such participation and assistance is to be on a pro-rata basis for part-time employees.

41.5 The ordinary hours of work for a Full Time Teacher will be in accordance with the NES and averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.

41.6 Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.

41.7 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.

- (a) The ordinary full-time face to face classroom teaching hours for each section of the School are deemed to be 35 hours per fortnight for secondary, 22.5 hours per week for primary and 29.25 hours per week for kindergarten.

42. School holidays and annual leave (not applicable to Casual Relief Teachers)

42.1 During the school holidays, Teachers are relieved of the obligation to attend the School without any loss of pay but may be required to perform such professional duties as are reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer. School holidays are deemed to include the entitlement to annual leave as stipulated by the NES.

42.2 School Holidays are not a period of authorised leave for the purpose of the FW Act.

42.3 Public Holidays that occur during School Holidays do not create an additional entitlement.

42.4 Where a Teacher takes unpaid leave for more than ten (10) working days during Term time, the number of weeks of Term time will be reduced by the number of weeks taken. The entitlement to paid School Holidays during the School Year will be calculated pursuant to the formula in 42.5.

42.5 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year, or a Teacher is employed for part only of a School Year, the Teacher is entitled to payment of School Holidays in recognition of the averaging hours of work under this Agreement, pursuant to the following formula:

$$\left[\frac{\text{Number of weeks of an Employee's Term Time}}{\text{Total number of term weeks at the School}} \times \text{School Holiday Time} \right] - \text{Absence during term time}$$

43. Classifications and Pay Rates

43.1 Schedule 1A sets out the classification structure, progression arrangements and salaries for a Teacher, including a Casual Relief Teacher

43.2 The salary specified in Schedule 1A or 1B is in compensation for all hours worked under this Agreement, including any additional hours.

44. Part Time Teachers

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

44.2 A Part Time Employee may be required by the Employer to fulfil the same duty requirements as a full time Teacher on a pro rata basis.

44.3 The Employer will specify the hours of work upon appointment and may vary such hours by agreement from time to time.

44.4 A Part Time Employee is entitled to be paid not less than the relevant pro rata rate of pay specified in schedule 1A of this Agreement using the following formula. The amount paid to the Employee is for all hours worked by the Employee including any reasonable additional hours.

$$\frac{\text{Hours of face to face teaching}}{\text{Hours of full time teacher's face to face teaching}} \times \text{Annual Salary}$$

44.5 A part-time Teacher who is engaged to work at greater than 90% of the hours of a full-time Teacher will be considered full-time, save where the engagement is at the request of the Teacher.

45. Casual Relief Teachers (CRT)

45.1 The Employer may engage an Employee on a daily or half day basis to fill in for a Teacher who is absent from duty.

45.2 An Employee must not be engaged pursuant to this clause for longer than 15 consecutive school days, or for up to one term by agreement between an individual CRT and an Employer.

45.3 An Employer can require a CRT to undertake the full teaching load and extra curricular duties of the Employee who is absent from duty.

45.4 ACRT is not entitled to any of the following benefits under this Agreement:

- (a) notice of termination of employment
- (b) redundancy
- (c) remuneration packaging
- (d) annual leave
- (e) school holidays
- (f) non-attendance time

- (g) leave loading
- (h) public holidays
- (i) paid personal leave
- (j) paid compassionate leave
- (k) accident make-up pay
- (l) paid parental leave
- (m) school fee remission

45.5 A Casual Relief Teacher is entitled to unpaid carer's leave, long service leave and jury service leave as per the NES, where eligible.

46. Responsibility Allowances

46.1 Responsibility allowances may be paid in addition to salary for certain functions. Allowances will be provided as an agreed fixed dollar and subject to annual review. The Principal will determine any such functions, and will determine the level of allowance applicable to each such function. These determinations will be published to staff. Where a function is shared, the payment may also be shared. Where a function that attracts an allowance ceases to exist, the allowance will terminate.

46.2 At the start of each school year employees holding a position of responsibility will be issued with a letter stating as a minimum the dollar and/ or time allowance.

46.3 Where an employee is asked to undertake the duties of another person for which a responsibility allowance is paid, then the employee undertaking those duties shall be paid the responsibility allowance for the period of time for which they assume the duties.

46.4 Schedule 1B sets out the applicable the position of responsibility structure and applicable rates of pay. This Schedule will be reviewed in the first year of the agreement.

SECTION D - CONDITIONS OF EMPLOYMENT THAT APPLY TO SCHOOL ASSISTANTS

47. School Assistants

School Assistant means a person who is ancillary to the process of teaching and includes laboratory technicians, laboratory managers, library technicians, integration aides, school and teacher aides.

- (a) Total normal full-time hours worked during the week shall be 37.5 hours per week or 7.5 hours per day with a one hour unpaid lunch break.
- (b) Commencement times will be based on hours that best suit work duties as outlined in the relevant Job Description. The timing of work may be varied by the School from time to time in line with operational requirements.
- (c) The arrangement for the employee's ordinary hours of work, will be directed, but not limited to:
 - (i) daily starting and finishing times;

- (ii) the time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;
- (iii) attendance at school meetings;
- (iv) flexible work arrangements.

48. Rates of Pay

48.1 Schedule 2A sets out the classification structure for School Assistants

A School Assistant or a School Assistant's manager may request to have a classified position reviewed for possible change in job classification when the current job specification no longer matches the position's assigned duties and responsibilities. Classification decisions are based on the Employer's descriptors for each level, the role and responsibilities required to be performed, and the Employee's qualifications and experience required for the carrying out of the role. Classification decisions are not based on an employee's job performance or on a comparison to the work that other employees perform. Request for review shall be made to the Director of Human Resources.

48.2 Schedule 2B sets out the salary of a School Assistant.

49. Calculation of paid annual leave

49.1 The School may employ a school assistant to work 47 weeks with five weeks' paid annual leave.

49.2 The School may employ a school assistant to work during term time only (39 weeks) with pro-rata of five weeks' paid annual leave, the total annual salary being spread over twelve months.

49.3 The School may employ a school assistant to work a number of weeks between the two options in 49.1 and 49.2. In each case the annual remuneration will be calculated to reflect pro-rata of five weeks paid annual leave, with the resulting salary spread over twelve months.

49.4 Cash out of Annual Leave

Where a School Assistant works 47 weeks with five weeks annual leave and an employer and employee agree, the employee may cash out their accrued annual leave if the employee elects to do so in writing provided an annual leave balance of four week remains available to the employee.

50. Overtime

50.1 Most work will be during the normal hours of work as specified in role description, however hours in excess of normal hours may be required to be worked from time to time. Hours in excess of normal hours must be approved in advance by the School and time in lieu taken at a time to be mutually agreed with supervisor within 4 weeks or next term break. Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate that is an hour for each hour worked. Where this cannot be accommodated due to operational constraints, overtime will be paid as follows:

Time worked	Overtime rate
Monday – Friday	150% of the ordinary hourly rate of pay for the first three hours and 200% of the ordinary hourly rate of pay thereafter
Saturday	150% of the ordinary hourly rate of pay
Sunday & Public holidays	200% of the ordinary hourly rate of pay

50.2 Make-up time

An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this agreement.

51. Higher Duties

An employee may be asked to carry out duties applicable to a classification higher than their current classification. Where the employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid at the rate of pay applicable to the higher classification for the whole period during which duties are performed.

SECTION E - CONDITIONS OF EMPLOYMENT THAT APPLY TO PROFESSIONAL STAFF

52. Professional Staff

52.1 Professional Staff positions are classified using the Korn Ferry Hay Group (KFHG) methodology and placed into bands within the job classification framework.

52.2 The job classification framework is integrated with the annual KFHG global total remuneration surveys to align each band against comparable market data of a similar job size and within a similar job family.

52.3 The low salary in a range represents the 25th percentile of the market data and the high salary in a range represents the 75th percentile of the market data.

52.4 Professional staff job classifications will be reviewed should the nature and/or scope of a role significantly change. Classification decisions are not based on employee performance but rather the requirements of the role. Request for review shall be made to the Director - People.

52.5 Professional staff salaries will increase each year by the same percentage applied to the teacher and teacher assistant scales. Following this increase, salaries will be reviewed to assess the following:

- that staff who are meeting expectations in their role are remunerated at or above the midpoint of the market according to their job classification and job family.
- That there is consistency and equity in staff salaries across similar roles

53. Hours of Work

- 53.1 Total normal full-time hours worked during the week shall be 37.5 hours per week or 7.5 hours per day with no less than a 30 minute unpaid lunch break.
- 53.2 Commencement times will be based on operational requirements of the team / section and the timing of work may be varied by the School from time to time in line with operational needs.
- (a) The School may employ Professional Staff to work 47 weeks with five weeks' paid annual leave.
 - (b) The School may employ Professional Staff to work during term time only (39 weeks) with pro-rata of five weeks paid annual leave, the total annual salary being spread over twelve months.
 - (c) The School may employ Professional Staff to work a number of weeks between the two options. In each case the annual remuneration will be calculated to reflect pro-rata of five weeks paid annual leave, with the resulting salary spread over twelve months

54. Rates of Pay

- 54.1 Professional Staff working full-time hours for 47 weeks with five weeks annual leave shall be paid the rates appropriate to their classification as set out in Schedule 3B.
- 54.2 A Part Time Employee shall be paid not less than the relevant pro rata rate of pay.
- 54.3 Salary increases will be determined by the employer annually with regard to the position classification and maintaining parity with the market at the mid to high end.

55. Annual Leave

- 55.1 Employees are entitled to five weeks annual leave on ordinary pay at the completion of each year of employment. Annual leave may be taken in such periods as are mutually agreed between the Principal and the employee. Where mutual agreement cannot be reached, the Principal will direct when the leave must be taken.

55.2 Cashout of Annual Leave

Where an Employer and Employee agree, the Employee may cash out their accrued annual leave if the employee elects to do so in writing provided an annual leave balance of four week remains available to the employee

- 55.3 An Employee may apply to the Employer to purchase up to 4 weeks additional annual leave per year by having leave without pay deducted from their salary on a salary sacrifice basis. Approval of such application will depend on the Employer's operational requirements and will be subject to applicable legislation. If the application is approved by the Employer, any fringe benefits tax due on the arrangement will be deducted from the employee's salary.

56. Overtime

- 56.1 Most work will be during the normal hours of work as specified in job description, however hours in excess of normal hours may be required to be worked from time to time. Hours

in excess of normal hours must be approved in advance by the School and time in lieu taken at a time to be mutually agreed with supervisor within 4 weeks or next term break. Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate that is an hour for each hour worked. Where this cannot be accommodated due to operational constraints, overtime will be paid as follows:

Time worked	Overtime rate
Monday – Friday	150% of the ordinary hourly rate of pay for the first three hours and 200% of the ordinary hourly rate of pay thereafter
Saturday	150% of the ordinary hourly rate of pay
Sunday & Public holidays	200% of the ordinary hourly rate of pay

56.2 Recall

Where an employee is on occasion recalled to work for a brief period (less than one hour) the employee will be paid a minimum of one hours pay at the appropriate overtime rate provision or by agreement given time in lieu.

56.3 Make-up time

An Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this agreement.

57. Request for flexible Work Arrangements

A Professional Staff Member or a long term casual who has a reasonable expectation of continuing employment on a regular and systematic basis may request the Employer in writing for a change in working hours which may include a time in lieu system, providing reasons and details of the request. In authorising and establishing a flexible work arrangement, the School will review the request in conjunction with its legislative obligations, taking into account the operational hours, the role of the person(s) requesting the changes arrangement, the impact / practicality of implementing the requested change and, if approved, will establish and document in a letter of appointment the position procedures relating to hours of work and absence/leave arrangements, and the length of the agreement. If the request is refused by the Employer on reasonable business grounds, reasons will be provided.

58. Higher Duties

An employee may be asked to carry out duties applicable to a classification higher than their current classification. Where the employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid at the rate of pay applicable to the higher classification for the whole period during which duties are performed.

SECTION F - POSTING OF THE AGREEMENT

59. Posting of the Agreement

The School shall post copy of the Agreement in Staff rooms and on the School intranet.

SECTION G - DECLARATION

60. Declaration

This Agreement is made at 349 Barkers Road Kew, VICTORIA on *8th September 2022*

Signed for and on behalf of Carey Baptist Grammar School (A.B.N. 83 051 576 062)

Jonathan Walter
Principal

Address

Carey Grammar, 349 Barkers Rd Kew, 3101

In the presence of

Signature of Witness

SOPHIE LUKERS
Name of Witness

Address

Carey Grammar, 349 Barkers Rd, Kew, 3101

On behalf of Employees employed by Carey Baptist Grammar School

Signature of Employee Representative

KAREN THYER
Name of Employee Representative

Address

Carey Grammar, 349 Barkers Rd, Kew, 3101

In the presence of

Signature of Witness

JACQUIE JONES
Name of Witness

SCHEDULE 1A - Teacher classification, progression and rates of pay

A full time Teacher will be paid not less than the following annual rate of pay according to classification and years of experience.

Level	2022	2023	2024
PTT	\$82,581	\$84,646	\$87,185
1	\$85,421	\$87,557	\$90,184
2	\$89,239	\$91,470	\$94,214
3	\$93,475	\$95,812	\$98,686
4	\$97,595	\$100,034	\$103,036
5	\$102,715	\$105,283	\$108,442
6	\$106,975	\$109,649	\$112,939
7	\$113,026	\$115,852	\$119,328
8	\$116,588	\$119,502	\$123,087
9	\$122,779	\$125,848	\$129,624
Leading Teacher 10	\$129,994	\$133,244	\$137,241
Leading Teacher 11	\$136,162	\$139,566	\$143,753

Salary levels incorporate the entitlement to annual leave loading

1. Teacher Progression

A Teacher with a 4 year approved training course beyond secondary school and including teacher training will commence at level 1 and will then progress on to level 9 in annual increments on 1 February f, or in the case of non-continuous service, on 1 February following the completion of the equivalent of a school year.

1.1 Part time employees will progress to the next level regardless of time fraction.

1.2 Permission to Teach Progression

- (a) A Permission to Teach Teacher will be paid not less than Level PTT
- (b) Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification.

1.3 Leading Teacher - Levels 10 and 11

- (a) Appointments to Leading Teacher levels 10 and 11 are for a three year period and then subject to review. A review of the promotion and review process for the appointment of Leading Teachers will be undertaken within three months of this Agreement being operative by committee comprising the representatives from the School Leadership Team and teaching staff representatives from Junior School, Middle School and Senior School. The Committee will make recommendation(s) to the Principal.

- (b) The salary of an existing Leading Teacher who does not meet the criteria established for review will be paid no less than their existing salary.

2. Casual Relief Teacher Rates

A Casual Relief Teacher will be paid not less than the rates of pay as follows:

	2022*	2023	2024
Hourly	\$66.55	\$68.21	\$70.26
Half day	\$199.26	\$204.25	\$210.37
Full day	\$399.30	\$409.28	\$421.56

*From EA operative date

Casual relief teachers are entitled to a minimum payment of three hours in respect of employment on any one day.

SCHEDULE 1B – Teacher Positions of Responsibility Allowances

The School will pay not less than the following allowances to teachers filling positions designated at the following levels:

Level	% of Level 9 base salary	2022	2023	2024
A	1.50%	\$1,842	\$1,888	\$1,944
B	2.00%	\$2,456	\$2,517	\$2,592
C	3.00%	\$3,683	\$3,775	\$3,889
D	4.00%	\$4,911	\$5,034	\$5,185
E	4.50%	\$5,525	\$5,663	\$5,833
G	5.00%	\$6,139	\$6,292	\$6,481
H	7.00%	\$8,595	\$8,809	\$9,074
I	7.50%	\$9,208	\$9,439	\$9,722
J	8.50%	\$10,436	\$10,697	\$11,018
K	10.00%	\$12,278	\$12,585	\$12,962
L	12.00%	\$14,733	\$15,102	\$15,555
M	14.00%	\$17,189	\$17,619	\$18,147
N	17.00%	\$20,872	\$21,394	\$22,036
O	16.00%	\$19,645	\$20,136	\$20,740
P	22.00%	\$27,011	\$27,687	\$28,517
Q	20.00%	\$24,556	\$25,170	\$25,925
R	15.00%	\$18,417	\$18,877	\$19,444
Y	25.00%	\$30,695	\$31,462	\$32,406

SCHEDULE 2A – Classification of School Assistants

1. Classifying School Assistants

Positions for School Assistants employed in libraries, laboratories and as learning co-educators will be classified in accordance with the following criteria.

Grading will be given on a basis of a comparison of the work performed in the position with the duties which are specified as “typical” at each of the grades. A position need not involve all the duties listed as “typical” of the grade nor are the typical duties the only ones which may be required.

1.1 Definitions

(a) Definition: Supervision

- (i) 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.
- (ii) 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.
- (iii) General direction: direction is provided on the assignments to be undertaken, with the 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.
- (iv) 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 Employee may be required. Performance will be measured against objectives.

(b) Definition: Classification dimensions

(i) Competency

The skill, complexity and responsibility of tasks typically required at each classification level.

(ii) Judgment, independence and problem solving.

Judgment is the ability to make sound decisions, the consequences of decisions taken or actions performed. Independence is the extent to which an 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.

(iii) Level of supervision

This dimension covers both the way in which Employees are supervised or managed and the role of Employees in supervising or managing others.

(iv) Typical activities

Examples of activities typically undertaken by employees in different roles at each of the classification levels.

2. Classifications

2.1 School Assistant Level 1

An Employee at this level will learn and gain competency in the basic skills required by the Employer. In the event that the increased skills/competency are required and utilised by the Employer, classification to a higher level within the structure may be possible.

(a) 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.

(b) Judgment, independence and problem solving

The Employee follows standard procedures in a predefined order. The Employee resolves problems where alternatives for the Employee are limited and the required action is clear or can be readily referred to a more senior Employee.

(c) Level of supervision

Close supervision or, in the case of more experienced Employees working alone, routine supervision.

(d) Typical activities

(i) Classroom support

A. Providing general assistance of a supportive nature to Teachers, as directed

B. Assisting student learning, either individually or in groups, under the direct supervision of a higher level School Assistant or a Teacher

C. Assisting with the collection, preparation and distribution of classroom materials

- D. Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
 - E. Assisting Teachers with the care of students on school excursions, sports days, sports training and other classroom activities
- (ii) **Preschool/childcare services**
- A. Learning and implementing the policies, procedures and routines and the requisite basic skills
 - B. Learning how to establish relationships and interacting with children
 - C. Attending to the physical, social and emotional needs of children on an individual or group basis
 - D. Assisting in the development of good relations with families attending the facility
 - E. Performing basic duties, including food preparation, cleaning or gardening

2.2 School Assistant Level 2

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

(a) 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.

(b) Judgment, independence and 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 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.

(c) Level of 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.

(d) Typical activities

(i) Classroom support

- (ii) Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- (iii) Curriculum/resources services
 - A. Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
 - B. Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
 - C. Maintaining booking and repair/replacement systems for equipment
 - D. Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
 - E. Maintaining equipment and materials
 - F. Caring for fauna and flora
 - G. Preparing teaching aids under direction
 - H. Preparing standard solutions and less complex experiments
 - I. Assisting students and Teachers to use the catalogue and/or locate books and resource materials
 - J. Explaining the function and use of library and library equipment to students
 - K. Under direction, assisting teaching staff to take story groups
 - L. Searching and identifying fairly complex bibliographic material organising inter-library loans
 - M. Answering ready references inquiries
 - N. Operating a wide range of audio-visual or computer equipment
 - O. Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
 - P. Providing technical support to Teachers
 - Q. Recording materials by means of sound and photographic equipment, etc.
 - R. Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances

- S. Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
 - T. Ordering supplies and materials
 - U. Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
 - V. Assisting with the design/demonstration of experiments and scientific equipment, as directed
- (iv) Preschool/childcare services
- A. Assisting in the implementation of the children's program under supervision
 - B. Assisting in the implementation of daily care routines
 - C. Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
 - D. Understanding and working according to the policies and procedures associated with the children's program
 - E. Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
 - F. Demonstrating knowledge of hygienic handling of food and equipment

2.3 School Assistant Level 3

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

(a) 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.

(b) Judgment, independence and 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.

(c) Level of supervision

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. When Employees are working alone, they may work semi autonomously.

(d) Typical activities

(i) Classroom support

- A. Providing assistance or guidance to other Employees in the work area
- B. Liaising between the school, the student and the student's family where some discretion and judgment are involved
- C. 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

(ii) Curriculum/resources

- A. Providing assistance or guidance to other Employees in the work area
- B. Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- C. Preparing cataloguing for library materials
- D. Supervising the operation of circulation systems
- E. Answering reference and information inquiries, other than ready reference
- F. Assisting in evaluating and selecting equipment and supplies
- G. Providing guidance in the use of information systems
- H. Producing resource materials, e.g. multi-media kits, video and film clips
- I. Teaching audio-visual, computer and other technical skills to students and Teachers
- J. Searching and verifying bibliographical data where some judgment and discretion are involved
- K. Producing, displaying and/or publicising materials
- L. 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
- M. Assisting with supervision of students in the library where some discretion and judgment are involved

- N. Providing technical assistance and advice, as requested
 - O. Assisting with the planning and organisation of a laboratory or technology centre and field work
 - P. Testing of experiments and demonstrating experiments (with Teachers)
- (iii) Preschool/childcare services
- A. Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
 - B. Responsibility for recording observations of individual children or groups for program planning purposes for qualified Employees
 - C. Working with individual children with particular needs, under direction
 - D. Assisting in the direction of untrained Employees
 - E. Undertaking and implementing the requirements of quality assurance
 - F. Working in accordance with food safety regulations

2.4 School Assistant Level 4

An Employee at this level performs work above and beyond the skills of an Employee at Level 3.

(a) 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 complexity in the extent and choice of actions required. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Exercise judgment on work methods and task sequence within standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

(c) Level of supervision

Work under general direction and may work semi autonomously.

(d) Typical activities

- (i) Classroom support

- A. Providing assistance or guidance to other Employees in the work area
 - B. Liaising between the school, the student and the student's family where some discretion and judgment are involved
 - C. 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
- (ii) Curriculum/resources
- A. Providing assistance or guidance to other Employees in the work area
 - B. Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
 - C. Preparing descriptive cataloguing for library materials
 - D. Supervising the operation of circulation systems
 - E. Answering reference and information inquiries, other than ready reference
 - F. Assisting in evaluating and selecting equipment and supplies
 - G. Providing guidance in the use of information systems
 - H. Producing resource materials, e.g. multi-media kits, video and film clips
 - I. Teaching audio-visual, computer and other technical skills to students and Teachers
 - J. Searching and verifying bibliographical data where some judgment and discretion are involved
 - K. Producing, displaying and/or publicising materials
 - L. 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
 - M. Assisting with supervision of students in the library where some discretion and judgment are involved
 - N. Providing technical assistance and advice, as requested
 - O. Assisting with the planning and organisation of a laboratory or technology centre and field work
 - P. Testing of experiments and demonstrating experiments (with Teachers)

2.5 School Assistant Level 5

An Employee at this level performs work above and beyond the skills of an Employee at Level 4.

(a) 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.

(b) 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.

(c) Level of supervision

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels Level 4 and below.

(d) Typical activities

(i) Curriculum/resources services

Providing specialist technical advice, direction and assistance in the Employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level

(ii) Preschool/childcare services

- A. Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- B. Responsibility for the direction and general supervision of lower level Employees
- C. Ensuring a safe environment is maintained for children and Employees
- D. Ensuring that records are maintained accurately for each child in the Employee's care
- E. Developing, implementing and evaluating daily care routines
- F. Ensuring adherence to the policies and procedures
- G. Liaising with families

SCHEDULE 2B – Carey School Assistants Pay Scales

	2022		2023		2024	
	47 weeks worked	39 weeks worked	47 weeks worked	39 weeks worked	47 weeks worked	39 weeks worked
Level 1						
1.1	\$58,529	\$48,566	\$59,992	\$49,781	\$61,792	\$51,274
1.2	\$60,179	\$49,936	\$61,683	\$51,184	\$63,534	\$52,720
Level 2						
2.1	\$62,159	\$51,579	\$63,713	\$52,868	\$65,625	\$54,454
2.2	\$63,809	\$52,948	\$65,405	\$54,272	\$67,367	\$55,900
2.3	\$65,997	\$54,764	\$67,647	\$56,133	\$69,676	\$57,817
2X	\$ 68,539-\$69,646	\$56,872 - \$57,790	\$70,253 - \$71,387	\$58,294 -\$59,235	\$72,360 - \$73,528	\$60,043-\$61,012
Level 3						
3.1	\$70,961	\$58,882	\$72,735	\$60,354	\$74,917	\$62,165
3.2	\$72,281	\$59,978	\$74,088	\$61,477	\$76,310	\$63,321
3.3	\$73,931	\$61,347	\$75,779	\$62,881	\$78,053	\$64,767
3.4	\$75,911	\$62,990	\$77,809	\$64,565	\$80,143	\$66,502
3.5	\$79,042	\$65,588	\$81,018	\$67,227	\$83,448	\$69,244
3X	\$81,805 - \$84,016	\$67,880 - \$69,715	\$83,850 - \$86,116	\$69,577 - \$71,457	\$86,365 -\$88,700	\$71,664 -\$73,601
Level 4						
4.1	\$85,483	\$70,932	\$87,620	\$72,706	\$90,248	\$74,887
4.2	\$87,133	\$72,302	\$89,311	\$74,109	\$91,991	\$76,333
4.3	\$90,213	\$74,858	\$92,469	\$76,729	\$95,243	\$79,031
4.4	\$92,414	\$76,684	\$94,724	\$78,601	\$97,566	\$80,959
4.5	\$95,624	\$79,347	\$98,014	\$81,331	\$100,955	\$83,771
4X	\$96,176 - \$98,281	\$79,804 - \$81,640	\$98,581 - \$100,738	\$81,800 - \$83,681	\$101,538 -\$103,760	\$84,253 -\$86,191
Level 5						
5.1	\$99,015	\$82,161	\$101,490	\$84,215	\$104,535	\$86,742
5.2	\$101,215	\$83,987	\$103,745	\$86,087	\$106,858	\$88,669
5.3	\$103,415	\$85,813	\$106,001	\$87,958	\$109,181	\$90,597
5.4	\$106,679	\$88,521	\$109,346	\$90,734	\$112,626	\$93,456
5X	\$108,336 - \$113,863	\$89,896 - \$94,483	\$111,045 - \$116,710	\$92,144 - \$96,845	\$114,376 -\$120,211	\$94,908-\$99,750

Salary levels incorporate the entitlement to annual leave loading

An employee will need to apply to progress to band X. Band X is a performance based band and salary will fall between the minimum and maximum range according to agreed measures and goals.

The School will pay an adult employee not less than the rate of pay specified in the relevant Schedule for the employee's position and classification.

The School will pay a junior employee at the following percentage of the appropriate adult rate for the position performed:

<i>Age</i>	<i>% of adult rate</i>
<i>18 and under</i>	<i>70</i>
<i>19</i>	<i>80</i>
<i>20</i>	<i>90</i>

SCHEDULE 3A – Carey Professional Staff Job Classifications

ADMINISTRATION / OPERATIONS

(BAND A)

This band includes positions across all job families including reception, operational roles in facilities and administration.

SPECIALISTS / SUPERVISORS

(BAND S1, S2 & S3)

These bands include positions such as Administration Assistants, Curriculum or Activities Administrators and Coordinators and Personal Assistants. These bands also include specialists in People and Talent, Marketing and Communications and Technology positions. S3 typically represents roles with people leadership responsibilities and/or a very high degree of technical expertise.

MIDDLE MANAGEMENT / PROFESSIONAL

(BAND M)

This band includes senior people leadership positions with responsibility for a work area. These positions have significant impact on School operations.

SCHEDULE 3B – Carey Professional Staff Salary Levels

2022

JOB FAMILY	Admin & Reception	Business & Finance	Sales & Marketing	People & Talent	Technology	Health & Support Services	Projects, Facilities & Quality Assurance
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BAND NAME	BAND LEVEL	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH
ADMIN & OPS	BAND A	\$53,340	\$71,100	\$53,340	\$69,600	\$53,340	\$68,000	\$53,340	\$68,800	\$53,340	\$71,800	\$53,340	\$74,200	\$53,340	\$84,800
SPECIALISTS / SUPERVISORS	BAND S1	\$63,200	\$88,900	\$63,200	\$88,900	\$60,000	\$80,500	\$64,300	\$85,000	\$65,800	\$88,500	\$62,500	\$97,000	\$64,900	\$89,100
	BAND S2	\$79,800	\$98,100	\$77,500	\$98,300	\$74,600	\$94,100	\$78,200	\$96,400	\$81,900	\$103,600	\$82,500	\$104,700	\$80,000	\$101,400
	BAND S3	\$91,200	\$128,000	\$90,900	\$133,000	\$85,000	\$130,800	\$90,000	\$129,200	\$95,900	\$136,400	\$90,200	\$134,700	\$90,600	\$140,400
MID MGT / PROF	BAND M	\$125,200	\$171,400	\$125,200	\$184,200	\$120,200	\$186,600	\$128,000	\$176,700	\$133,700	\$185,500	\$122,600	\$187,200	\$123,400	\$191,800

2023

JOB FAMILY	Admin & Reception	Business & Finance	Sales & Marketing	People & Talent	Technology	Health & Support Services	Projects, Facilities & Quality Assurance
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BAND NAME	BAND LEVEL	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH
ADMIN & OPS	BAND A	\$54,674	\$72,878	\$54,674	\$71,340	\$54,674	\$69,700	\$54,674	\$70,520	\$54,674	\$73,595	\$54,674	\$76,055	\$54,674	\$86,920
SPECIALISTS / SUPERVISORS	BAND S1	\$64,780	\$91,123	\$64,780	\$91,123	\$61,500	\$82,513	\$65,908	\$87,125	\$67,445	\$90,713	\$64,063	\$99,425	\$66,523	\$91,328
	BAND S2	\$81,795	\$100,553	\$79,438	\$100,758	\$76,465	\$96,453	\$80,155	\$98,810	\$83,948	\$106,190	\$84,563	\$107,318	\$82,000	\$103,935
	BAND S3	\$93,480	\$131,200	\$93,173	\$136,325	\$87,125	\$134,070	\$92,250	\$132,430	\$98,298	\$139,810	\$92,455	\$138,068	\$92,865	\$143,910
MID MGT / PROF	BAND M	\$128,330	\$175,685	\$128,330	\$188,805	\$123,205	\$191,265	\$131,200	\$181,118	\$137,043	\$190,138	\$125,665	\$191,880	\$126,485	\$196,595

2024

JOB FAMILY	Admin & Reception	Business & Finance	Sales & Marketing	People & Talent	Technology	Health & Support Services	Projects, Facilities & Quality Assurance
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BAND NAME	BAND LEVEL	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH
ADMIN & OPS	BAND A	\$56,314	\$75,064	\$56,314	\$73,480	\$56,314	\$71,791	\$56,314	\$72,636	\$56,314	\$75,803	\$56,314	\$78,337	\$56,314	\$89,528
SPECIALISTS / SUPERVISORS	BAND S1	\$66,723	\$93,856	\$66,723	\$93,856	\$63,345	\$84,988	\$67,885	\$89,739	\$69,468	\$93,434	\$65,984	\$102,408	\$68,518	\$94,067
	BAND S2	\$84,249	\$103,569	\$81,821	\$103,780	\$78,759	\$99,346	\$82,560	\$101,774	\$86,466	\$109,376	\$87,099	\$110,537	\$84,460	\$107,053
	BAND S3	\$96,284	\$135,136	\$95,968	\$140,415	\$89,739	\$138,092	\$95,018	\$136,403	\$101,246	\$144,004	\$95,229	\$142,210	\$95,651	\$148,227
MID MGT / PROF	BAND M	\$132,180	\$180,956	\$132,180	\$194,469	\$126,901	\$197,003	\$135,136	\$186,551	\$141,154	\$195,842	\$129,435	\$197,636	\$130,280	\$202,493

Salary levels incorporate the entitlement to annual leave loading

The School will pay an adult employee not less than the rate of pay specified in the relevant Schedule for the employee's position and classification. The School will pay a junior employee at the following percentage of the appropriate adult rate for the position performed:

<i>Age</i>	<i>% of adult rate</i>
<i>18 and under</i>	<i>70</i>
<i>19</i>	<i>80</i>
<i>20</i>	<i>90</i>

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/3854

Applicant:
Carey Baptist Grammar School

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Sophie Lukeis, Director – People, have the authority given to me by Carey Baptist Grammar School to give the following undertakings with respect to the *Carey Baptist Grammar School Employee Agreement 2022* ("the Agreement"):

1. National employment standards

That this Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**) (in the *Fair Work Act 2009* (Cth)). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2. Schedule 1A, clause 2 – Casual teacher full day and half day rates of pay

That casual employees covered by the Agreement will be entitled to the higher of either:

- a) the half day or full day rates of pay (whichever is applicable) set out in the Agreement; or
- b) the half day or full day rates of pay (whichever is applicable) in the *Educational Services (Teachers) Award 2020 (Award)* plus 1%,

where the teacher would be covered by one of the classifications in the Award but for the application of the Agreement and the applicable half day or full day rate of pay for that classification that is payable under the Award is the same or higher than the half day or full day rate (whichever is applicable) in the Agreement.

3. Clause 8 – Casual employees

That employees who are employed in professional staff or school assistant classifications in the Agreement and who would otherwise be covered by the *Educational Services (General Staff) Award 2010* if the Agreement did not apply, are entitled to a minimum engagement of 2 hours for each separate engagement.

4. Casual rates of pay – School assistant and professional staff – Schedules 2B and 3B

That employees engaged in a school assistant classification or professional staff classification on a casual basis will be entitled to a 25% loading in addition the applicable rate of pay set out in Schedules 2B or 3B (whichever is applicable). For the avoidance of doubt, the casual loading is calculated on an hourly rate basis and calculated based on the corresponding hourly base rate of pay relevant to the annual rate, for the applicable classification, in the schedule.

5. Overtime for part time school assistant and professional staff

That an employee employed on a part time basis in a school assistant or professional staff classification is entitled to overtime for work performed in excess of 7.5 hours on a day except where:

- a) The employee's agreed daily hours as set under clause 9.2(b) (or as varied by the parties) is different, in which case overtime is payable for hours worked in excess of that agreed daily maximum of ordinary hours.

6. Overtime for work outside daily span of hours - school assistant and professional staff

That an employee in a school assistant or professional staff classification is entitled to overtime for hours worked outside the span of hours set out in the *Educational Services (General Staff) Award 2010* and is applicable to their classification/work type as set out in clause 14 of the award.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

6.10.2022

Date