



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Goulburn Valley Grammar School Ltd T/A Goulburn Valley Grammar  
School**  
(AG2016/3139)

### **GOULBURN VALLEY GRAMMAR SCHOOL TEACHERS AGREEMENT 2016-2018**

Educational services

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 15 JUNE 2016

*Application for approval of the Goulburn Valley Grammar School Teachers Agreement 2016-2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Goulburn Valley Grammar School Teachers Agreement 2016-2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Goulburn Valley Grammar School Ltd T/A Goulburn Valley Grammar School. The agreement is a single enterprise agreement.

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

[3] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[4] The Independent Education Union of Australia 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) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[5] The Agreement was approved on 15 June 2016 and, in accordance with s.54, will operate from 22 June 2016. The nominal expiry date of the Agreement is 31 December 2018.



DEPUTY PRESIDENT

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Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

**EXECUTED as an agreement this**

**EMPLOYER REPRESENTATIVE**

Signed:

Mark Torriero

Date:

9 May 2016

Name in full (printed):

Mark David Torriero

Position title:

Principal

Authority to sign explained:

Principal / Director

Address:

455 Verney Rd  
Shepparton VIC 3630

Witnessed by:

[Signature]

Witness name in full:

KIM ANDREW STONE

Witness address:

56 ORCHARD CIRCUIT  
SHEPPARTON 3630

**EMPLOYEE REPRESENTATIVE**

Signed:

Paul Cathcart

Date:

9 MAY 2016

Name in full (printed):

PAUL RONALD CATHCART

Position title:

DIRECTOR OF MUSIC

Authority to sign explained:

EMPLOYEE REPRESENTATIVE

Address:

40 MINCHIN RD  
ARDMONA VIC 3629

Witnessed by:

[Signature]

Witness name in full:

FIONA ELIZABETH MORPHETT

Witness address:

40 MINCHIN ROAD,  
ARDMONA VIC, 3629



# Goulburn Valley Grammar School

## Teachers Agreement 2016-2018

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## Part 1—Application and Operation

### 1. Title

This Agreement is to be known as the Goulburn Valley Grammar School Teachers Agreement 2016-2018 (the ‘Agreement’) and is a single enterprise agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth) (the Act).

### 2. Commencement and period of operation

2.1 Where the Agreement passes the Better Off Overall Test (BOOT), the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.

2.2 The nominal expiry date of the Agreement is 31 December 2018.

### 3. Definitions and interpretation

<b>Act</b>	means the <i>Fair Work Act 2009</i> (Cth.) or its successor
<b>Award</b>	means the <i>Educational Services (Teachers) Award 2010</i> or its successor
<b>Employee</b>	means a person employed as a Teacher covered by this Agreement
<b>Employer</b>	means the Goulburn Valley Grammar School Ltd. ABN 35 185 427 245
<b>FWC</b>	means the Fair Work Commission
<b>Immediate Family</b>	<p>means</p> <ul style="list-style-type: none"> <li>• a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or</li> <li>• a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee,</li> </ul> <p>where:</p> <ul style="list-style-type: none"> <li>• a de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes)</li> <li>• a child means an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee’s spouse or de facto partner</li> </ul>
<b>LSL Act</b>	means the <i>Long Service Leave Act 1992</i> (Vic) or its successor
<b>NES</b>	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth.)
<b>Non-term weeks</b>	means weeks in the school year other than term weeks and include periods designated as school holidays for students, and will be no less than the gazetted school holidays for Victorian Government schools.
<b>Principal</b>	means the Principal of Goulburn Valley Grammar School or his or her nominee
<b>Registered Health Practitioner</b>	means a person registered under the <i>Health Practitioner Regulation National Law (Victoria) Act 2009</i> (Vic.) or its successor .
<b>School</b>	means Goulburn Valley Grammar School Ltd.

<b>School year</b>	means the period of 12 months commencing from the day the Teachers are required to attend the school for the new educational year or the calendar year, as determined by the school, and includes term weeks and non-term weeks
<b>Standard rate</b>	means the annual salary applicable to Level 1 for a Teacher.
<b>Teacher</b>	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is employed to teach, and a Permission to Teach Teacher. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
<b>Term weeks</b>	means the weeks, or part thereof, in the School year that students are required to attend school, designated student free days and staff days, as set out in the school calendar of the School
<b>Victorian Institute of Teaching</b>	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor
<b>WIRC Act</b>	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor

#### **4. Coverage**

4.1 This Agreement covers:

- (a) the Employer, and
- (b) Teachers, including Permission to Teach Teachers.

4.2 This Agreement does not cover:

- (a) a Principal,
- (b) a Deputy Principal by whatever name called, and
- (c) an employee who is covered by the *Educational Services (Schools) General Staff Award 2010* or its successor.

#### **5. Relationship to Awards**

This Agreement operates to the complete exclusion of any other industrial instrument, including the Award, which would otherwise apply to Teachers covered by this Agreement.

#### **6. No extra claims**

The Employer and Teachers agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Teachers, and that no further claims will be made during the period of operation of this Agreement, as specified in clause 2.2 of this Agreement.

#### **7. The National Employment Standards**

7.1 The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements of a Teacher covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.



- 7.2** This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.
- 7.3** Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.
- 8. Agreement flexibility**
- 8.1** Notwithstanding any other provision of this Agreement, the Employer and an individual Teacher may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Teacher. The terms the Employer and the individual Teacher may agree to vary the application of are those concerning:
- (a)** arrangements for when work is performed;
  - (b)** allowances; and
  - (c)** leave loading.
- 8.2** The Employer and the individual Teacher must have genuinely made the agreement without coercion or duress.
- 8.3** The parties are entitled to a representative of their choice for the purposes of negotiating a flexibility arrangement under this clause.
- 8.4** The agreement between the Employer and the individual Teacher must:
- (a)** be confined to a variation in the application of one or more of the terms listed in clause 8.1;
  - (b)** are about permitted matters under section 172 of the Act; and
  - (c)** are not unlawful terms under section 194 of the Act; and
  - (d)** result in the Employee being better off overall than the Teacher would have been if no individual flexibility agreement had been agreed to.
- 8.5** The agreement between the Employer and the individual Teacher must also:
- (a)** be in writing, name the parties to the agreement and be signed by the Employer and the individual Teacher and, if the Teacher is under 18 years of age, the Teacher's parent or guardian;
  - (b)** state each term of this agreement that the Employer and the individual Teacher have agreed to vary;
  - (c)** detail how the application of each term has been varied by agreement between the Employer and the individual Teacher;
  - (d)** detail how the agreement results in the individual Teacher being better off overall in relation to the individual Teacher's terms and conditions of employment; and
  - (e)** state the date the agreement commences to operate.
- 8.6** The Employer must give the individual Teacher a copy of the agreement and keep the agreement as a time and wages record.

- 8.7** Except as provided in clause 8.5(a) the agreement must not require the approval or consent of a person other than the Employer and the individual Teacher.
- 8.8** Where seeking to enter into an agreement, the Employer must provide a written proposal to the Teacher. Where the Teacher's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Teacher understands the proposal.
- 8.9** The agreement may be terminated:
- (a)** by the Employer or the individual Teacher giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b)** at any time, by written agreement between the Employer and the individual Teacher.
- 8.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual Teacher contained in any other term of this Agreement.

## **Part 2—Consultation and Dispute Resolution**

### **9. Consultation**

#### **9.1 Consultation regarding major workplace change**

##### **(a) Employer to notify**

- (i)** Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Teachers, the Employer must notify the Teachers who may be affected by the proposed changes and their representative or representatives, if any.
- (ii)** **Significant effects** include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Teachers to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

##### **(b) Employer to discuss change**

- (i)** The Employer must discuss with the Teachers affected and their representatives, if any, the introduction of the changes referred to in clause 9.1, the effects the changes are likely to have on Teachers and measures to avert or mitigate the adverse effects of such changes on Teachers and must give prompt consideration to matters raised by the Teachers and/or their representatives in relation to the changes.
- (ii)** The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 9.1.
- (iii)** For the purposes of such discussion, the Employer must provide in writing to the Teachers concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Teachers and any other matters likely to affect Teachers provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

#### **9.2 Consultation about changes to rosters or hours of work**

- (a)** Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

##### **(b) The Employer 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.
  - (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.
  - (e) For the purposes of clause 9.2, the Employer's educational timetable in respect of academic classes and student activities, which:
    - (i) may operate on a term, semester or a School Year basis, and
    - (ii) ordinarily changes between one period of operation and the next, and
    - (iii) may change during the period of operation,is not a regular roster.
  - (f) Notwithstanding clause 9.2(e), where a change to the School's educational timetable directly results in a change:
    - (i) To the number of ordinary hours of work of an Employee, or
    - (ii) To the spread of hours over which the Employee's ordinary hours are required to be worked, or
    - (iii) To the days over which the Employee is required to workclauses 9.2(a) to (d) will apply.

### **9.3 Representatives**

For the purposes of the procedures in cl.9.1 and 9.2 the relevant employees may appoint a representative. If:

- (a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) The employee or employees advise the employer of the indent of the representative; the employer must recognise the representative.

## **10. Dispute resolution**

**10.1** If a dispute relates to:

- (a)** a matter arising under this Agreement; or
- (b)** the National Employment Standards;

this term sets out procedures to settle the dispute.

**10.2** An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

**10.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee(s) and relevant supervisors and/or management.

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

**10.5** The FWC may deal with the dispute in 2 stages:

- (a)** the 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 the FWC is unable to resolve the dispute at the first stage, with the consent of all parties, the FWC may then:
  - (i)** arbitrate the dispute; and
  - (ii)** make a determination that is binding on the parties.

*Note: If the 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 Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

**10.6** While the parties are trying to resolve the dispute using the procedures in this term:

- (a)** an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her 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)** applicable occupational health and safety legislation 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.

- 10.7** The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

## **11. Consultative Committee**

- 11.1** A Consultative Committee will be established whose roles will be:

- (a) to provide a forum for discussion of areas that involve Teachers; and
- (b) to act as a problem-solving group, which will assist with the making of recommendations to the Principal.

- 11.2** The membership of the Consultative Committee will comprise:

- (a) the Principal and up to two (2) nominees of the Principal; and
- (b) up to three (3) Teacher representatives elected for two (2) year terms by the Teachers employed by the School to represent all Teachers.

Nominations for the Teacher representative positions will be sought as soon as practicable after the completion of the current term of the elected representatives. In the event of there being insufficient nominations to fill the three (3) positions, the Consultative Committee will be established with the number of Teacher representatives nominated. In the event of there being no Teacher representatives nominated, further nominations will be invited as soon as practicable during the next school term. In the event of an elected Teacher representative not completing the full two year term, a replacement Teacher may be elected by the Teachers prior to the next scheduled meeting.

- 11.3** The Consultative Committee will meet at least once per term and meetings will be minuted. The Consultative Committee will only meet when there is at least one elected Teacher representative.

## **Part 3— Types of Employment and Termination of Employment**

### **12. Types of employment**

**12.1** Teachers will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment;
- (c) casual employment; or
- (d) fixed term employment.

### **12.2 Terms of engagement**

- (a) On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the classification and rate of salary applicable on commencement, the Teacher's face-to-face teaching load, details of their extracurricular commitment and details for how the annual leave loading will be paid.
- (b) In the case of a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the School and that their extracurricular commitment will be in the same proportion to their teaching load as that of a full-time Teacher.
- (c) Where the Employer engages the Teacher on a fixed term basis, the letter of appointment will inform the Teacher of the reason the employment is fixed term, the date of commencement and the period of the employment.

### **12.3 Full-time employment**

A full-time Teacher is engaged to work an average of 38 ordinary hours per week.

### **12.4 Part-time employment**

- (a) A part-time Teacher is engaged to work on a regular basis for not more than 90% of the hours of a full-time Teacher in the School.
- (b) Where the Employer requires a part-time Teacher to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered full-time and remunerated accordingly.
- (c) Where a Teacher requests to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered part-time and paid for the actual hours worked.
- (d) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the School.
- (e) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.

- (f) The Employer may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven weeks' notice in writing, or where the change would result in a reduction in salary, the higher salary is maintained for a period of seven weeks.

## **12.5 Casual employment**

- (a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive term weeks.
- (b) A casual engagement may be extended by agreement between the Employer and the casual Teacher provided the total period of the engagement does not exceed one school term.
- (c) The rates of pay for a casual Teacher are contained in Schedule A.5.
- (d) A casual Teacher is not entitled to any of the following benefits under this Agreement:
  - (i) notice of termination of employment
  - (ii) redundancy
  - (iii) salary packaging
  - (iv) annual leave
  - (v) annual leave loading
  - (vi) public holidays
  - (vii) paid personal/carer's leave
  - (viii) paid compassionate leave
  - (ix) paid parental leave
  - (x) accident pay
  - (xi) pro rata payment of salary inclusive of annual leave
  - (xii) tuition fee discount

## **12.6 Fixed term employment**

A Teacher may be employed for a fixed period of time for a period of at least four weeks but no more than three years to:

- (a) undertake a specified project for which funding has been made available;
- (b) undertake a specified task which has a limited period of operation; or
- (c) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year. Provided that where the replacement arrangement is extended, the fixed term employment may be extended by a further period to cover the absence.

## **13. Termination of employment**

- 13.1** Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES.



### **13.2 Notice of termination by the Employer**

The employment of a Teacher (other than a casual Teacher or a fixed term parental leave replacement Teacher) will not be terminated without at least seven term weeks' notice (inclusive of the notice required under the NES), the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal seven.

### **13.3 Notice of termination by a Teacher**

- (a) The notice of termination required to be given by a Teacher is the same as that required of an Employer.
- (b) If a Teacher fails to give the notice specified in clause 13.3(a) the Employer may withhold from any monies due to the Teacher on termination under this Agreement or the NES, an amount not exceeding the amount the Teacher would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Teacher.

### **13.4 Job search entitlement**

- (a) Where the Employer has given notice of termination to a Teacher, a Teacher must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Teacher after consultation with the Employer.
- (b) This entitlement does not apply in cases of redundancy.

### **13.5 Statement of service**

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

## **14. Performance and conduct management**

This clause will not apply within the minimum employment period or to a casual Employee.

### **14.1 Performance Management**

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.

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

- (b)** Formal performance management meetings will:
  - (i)** include discussions of the Employer's concerns with the Employee's performance;
  - (ii)** give the Employee an opportunity to respond to the Employer's concerns;
  - (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.
- (c)** If, following the procedure in cl.14.1(a) and (b) 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.

## **14.2 Conduct Management**

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.

- (a)** The Employer will advise the Employee of:
  - (i)** the Employer's concern 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 support person 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 concerns not be resolved.
- (b)** The formal conduct management meeting(s) will:
  - (i)** include discussion of the Employee's concerns with the Employee's conduct;
  - (ii)** give the Employee an opportunity to respond to the Employer's concerns unless the Employer could not reasonably have been expected to provide the Employee with that opportunity.
- (c)** Concerns 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
  - (v)** no further action being taken.

## 15. Redundancy

- 15.1 Redundancy pay is provided for in the NES. This clause provides enterprise specific details and supplements the NES.

*The following redundancy pay scale applies:*

<u>Period of Continuous Service</u>	<u>Redundancy Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
10 years and less than 11 years	17 weeks
11 years and less than 12 years	18 weeks
12 years and less than 13 years	19 weeks
13 years and less than 14 years	20 weeks
14 years and less than 15 years	21 weeks
15 years and less than 16 years	22 weeks
16 years and less than 17 years	23 weeks
17 years and less than 18 years	24 weeks
18 years and over	25 weeks

### 15.2 Transfer to lower paid duties

Where a Teacher is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Teacher would have been entitled to under this Agreement if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

**15.3 Teacher leaving during notice period**

A Teacher given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Teacher is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

**15.4 Job search entitlement**

- (a) A Teacher given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during the period of notice for the purpose of seeking other employment.
- (b) If the Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 13.4.

**15.5 Part-time Teachers**

If a part-time Teacher's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of this clause.

**15.6 Consultation**

Where the need for a redundancy arises, and when it has not already done so, the Employer will consult with affected Teachers in accordance with cl.9.

## Part 4—Classifications, Salaries and Related Matters

### 16. Classifications

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.

#### 16.1 Recognition of previous service

- (a) On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule A, according to qualifications and teaching experience. **Teaching experience** does not include employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.
- (b) A part-time Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before a full year of teaching service is recognised.
- (c) In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

#### 16.2 Evidence of qualifications

- (a) The Employer may require a Teacher to provide documentary evidence of qualifications and teaching experience. If the Employer considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the Employer may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the Employer will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.
- (b) Where a Teacher has completed further teaching experience with another Employer (for example during unpaid leave) or additional qualifications after commencement of employment they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the Teacher provided satisfactory evidence to the Employer within three months of completion. In all other cases the Teacher will be classified and paid from the date satisfactory evidence is provided.

#### 16.3 Progression

- (a) A Teacher who is four year trained will commence on Level 1 of the salary scale in Schedule A and progress according to normal years of service to Level 11.
- (b) A Teacher who is five year trained will commence on Level 2 of the salary scale in Schedule A and progress according to normal years of service to Level 11 of the scale.

### 17. Salaries

- 17.1 The salaries in Schedule A contain salary rates as at 1 February 2016.

- 17.2** Minimum salary increases applicable during the life of the Agreement are as follows:
- (a)** 2.5% on 1 February 2017
  - (b)** 2.5% on 1 February 2018
- 17.3** Increases further to those prescribed in clause 17.2 will be discretionary and subject to the review of the Employer. The Employer will determine by 30 November each year whether an additional salary increase will apply from 1 February the following year.
- 17.4** The sum of the minimum and any discretionary percentage increase will be applied to the previous rate of pay in order to calculate the base rate of pay for the particular year.
- 17.5** The Employer will pay a Teacher not less than the rate of pay specified for the Teacher's classification Level.
- 17.6** Salary will be paid by credit transfer to the Teacher's nominated financial institution account on a monthly basis.

## **18. Allowances**

### **18.1 Position of Responsibility allowance**

**(a) Eligibility**

- (i)** A position of responsibility allowance will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational responsibility duties additional to those usually required of Teachers by the Employer.
- (ii)** An allowance is linked to a position of responsibility rather than tied to an individual Teacher.
- (iii)** The Principal determines who holds a position that is eligible for a position of responsibility allowance.

**(b) Notification**

- (i)** The Principal will provide written advice to a Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.
- (ii)** The Principal will advise the Teacher of the level to which the position equates.

**(c) Level of responsibility**

- (i)** The level of additional responsibility can be categorised as either administrative, pastoral care or educational responsibility, or a combination of these, as follows:

Level 1	Positions of responsibility such as responsibility for the management of a major department or a pastoral care or educational responsibility position of equivalent status.
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Levels 2 and 3      Positions of responsibility such as small learning area department heads, additional responsibilities such as co-ordination of a school publication, sports co-ordinator or similar responsibilities.

(ii) The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised, whether, administrative, pastoral care or educational responsibility, with Level 1 being the most significant level of responsibility.

**(d) Amount**

(i) The amounts specified in Schedule B apply as at 1 February 2016.

(ii) Any percentage increases in salary will also apply to position of responsibility allowances.

(iii) Where the position of responsibility is shared, the payments may also be shared.

**18.2 Vehicle allowance**

(a) A Teacher required by the Employer to use the Teacher's motor vehicle in the performance of duties must be paid the following allowances:

(i) Motor car

\$0.78 per kilometre with a maximum payment up to 400 kilometres per week.

(ii) Motorcycle

\$0.26 per kilometre with a maximum payment up to 400 kilometres per week.

(b) The Employer must pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle which is used by a Teacher in the performance of the Teacher's duties.

**18.3 Adjustment of expense related allowances**

At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Vehicle allowance	Private motoring sub-group

**18.4 Meal allowance**

Where the Employer requires a Teacher to remain at school continuously until after 7.00 pm on any day, the Employer will provide a meal to the Teacher. The exception to this is if a Teacher could reasonably return home for a meal.

## **19. Accident pay**

- 19.1** Where a Teacher is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (WIRC Act), the Employer must pay to the Teacher the difference between such weekly payments and the normal remuneration of the Teacher for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Teacher remains employed by the Employer.
- 19.2** If a Teacher is absent from work because of a personal illness or injury, for which the Teacher is receiving compensation payments pursuant to the WIRC Act, then:
- (a) the Teacher does not accrue any of the following entitlements under this Agreement or under the WIRC Act (where relevant) for the duration of any such absence:
    - (i) annual leave; or
    - (ii) paid personal/carer's leave.
- 19.3** In the event that a Teacher, who is in receipt of weekly compensation payments pursuant to the WIRC Act, has an entitlement to annual leave during non-term weeks, the workers' compensation payments will cease and the Teacher will take the accrued annual leave entitlement.
- 19.4** For the purposes of 18.3, the period of annual leave will not reduce the Teacher's entitlement to such compensation payments or to accident make-up pay, if applicable.
- 19.5** Where a Teacher returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the WIRC Act, and where the Teacher is entitled to annual leave at the part-time rate of pay, the Teacher will remain entitled to be paid the weekly compensation payments in accordance with the Act.

## **20. Salary packaging**

- 20.1** Teachers have access to salary packaging once written acceptance of the total remuneration on offer has been received.
- 20.2** The Employer facilitates the option to salary package on the understanding that:
- (a) Any and all costs associated with assessing and accessing such salary packaging options will be met by the Teacher and deducted from the total remuneration on offer; and
  - (b) There are no additional costs to the School; and
  - (c) All benefits are in line with legislation and Australian Taxation Office rulings and any subsequent amendments to these; and



- (d) A subsidiary agreement reflecting those selected options and varying the Teacher's conditions of employment accordingly is made in writing and provided to the School.

## **21. Superannuation**

### **21.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If a Teacher does not choose a superannuation fund, any superannuation fund selected by the Employer applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **21.2 Employer contributions**

The Employer makes superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Teacher, excluding a fund where the Employer is required to become a participating employer. Should the Employer not nominate a complying superannuation fund for this purpose, the contribution will be made to Combined Super Fund.

### **21.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, a Teacher may, in writing, authorise the Employer to pay on behalf of the Teacher a specified amount from the post-taxation wages of the Teacher into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 20.2.
- (b) A Teacher may adjust the amount the Teacher has authorised the Employer to pay from the wages of the Teacher from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under clauses 20.3(a) and 20.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) and 20.3(b) was made.

## **22. Tuition fee discount**

- 22.1** A Teacher, other than a casual Teacher or a fixed term Teacher, whose child or children attend the School is entitled to a discount on the tuition fee component of their school fees.
- 22.2** Fixed term and casual Employee's may be allocated a tuition fee discount at the discretion of the Principal.

- 22.3** At the time of making this Agreement, the fee discount is 50 per cent for a full-time Teacher. A part-time Teacher is entitled to a fee discount proportionate to the Teacher's ordinary hours of work.
- 22.4** Where a Teacher's child is awarded a form of school fee reduction, such as a scholarship, the Employee will only receive a tuition discount that brings the total tuition fee reduction to 50%, or the appropriate part-time pro-rata amount.
- 22.5** In order to be eligible for a school fee discount, a Teacher must agree to keep the account in line with the School's terms of business.
- 22.6** Additional charges such as charges for extras are not subject to any discount. Such charges include, but are not limited to, costs for camps, books, music tuition and excursions.
- 22.7** School fee discounts do not apply to any other services, including child care and outside school hours care.
- 22.8** The school fee discount is subject to review by the Employer. The Employer may vary the rate of the school fee discount by providing participating Teachers with three (3) years notice.

### **23. Breakage and loss**

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

## **Part 5—Hours of Work and Related Matters**

### **24. Ordinary hours of work**

- 24.1** This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 24.2** Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher may be averaged over a 12 month period.
- 24.3** The ordinary hours of work for a Teacher during term weeks are variable. In return, and subject to cl.24.4, a Teacher is not generally required to attend during non-term weeks, but is required to perform such professional duties, which may include attendance at the workplace, as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 24.4** The following circumstances are not included when considering the ordinary attendance requirements of a Teacher, however where relevant a Teacher can still be expected to participate in:
- (a) co-curricular activities that are conducted on a weekend;

- (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
  - (c) when the Teacher appointed to a position of responsibility is performing duties in non-term weeks that are directly associated with the position of responsibility;
  - (d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an Teacher may be recalled to perform duties relating to their position.
- 24.5** The workload of a Teacher is governed by the Employer's Teaching Staff Workloads Policy. This policy is not incorporated into, nor does it form part of, the Agreement.
- 24.6** The Employer will provide written notice of the term weeks and days in non-term times on which the Teachers are required to attend, six months in advance of the requirement to attend.
- 24.7** The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the school year or a proportion of the school year. The Teacher's absence from school during non-term weeks is deemed to include their entitlement to annual leave.

## **25. Breaks**

An employer is required to provide an unpaid meal break of not less than 30 consecutive minutes to an employee who is engaged or rostered to work for more than five hours on a day. Such meal break will start no later than five hours after the employee commenced work on that day.

## **Part 6—Leave and Public Holidays**

### **26. Annual leave**

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

#### **26.2 Timing of annual leave**

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

#### **26.3 Crediting of annual leave**

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

### **27. Pro rata payment of salary inclusive of annual leave**

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

**27.2 Termination of employment**

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

**27.3 Teachers who commence employment after the commencement of the school year**

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

**27.4 Teachers who take approved leave without pay**

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

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

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

**27.5 Calculation of payments**

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

P is the payment due

s is the total salary paid in respect of term weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.

b is the number of term weeks, or part thereof in the school year

c is the number of non-term weeks, or part thereof, in the school year

d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school service date or date of employment in circumstances where the Teacher has been employed by the Employer since the school service date

**27.6** For the purpose of this clause:

- (a) **school service date** means the date from which Teachers are paid at the commencement of the school year in their first year of service with the Employer;
- (b) **Teacher** means a Teacher other than a casual Teacher; and
- (c) Any period of paid parental leave is not included in the calculation of 's' or 'd' in this formula

**27.7** The formula in this clause is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the school year in which the formula is applied.

## **28. Annual leave loading**

**28.1** This clause provides for enterprise specific detail and supplements the NES that deals with annual leave.

**28.2** A Teacher who has served throughout the school year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid in December or on the termination of employment by either party.

**28.3** Leave loading is to be calculated using the following formula:

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{term weeks worked by the Teacher in that school year}}{\text{Total term weeks in that school year}}$$

Total term weeks in that school year

## **29. Personal/carer's leave**

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

**29.2** A Teacher other than a casual Teacher is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.

**29.3** For a full-time Teacher, the personal/carer's leave entitlement equates to 15 days per year of service, which accrues progressively during service. A part-time Teacher is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.

**29.4** Where a full-time Teacher requires personal/carer's leave in excess of the Teacher's accrued entitlement, the Teacher is entitled to be paid personal/carer's leave in advance of accrual as follows:

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

provided that the notice and evidentiary requirements are met.

- 29.5** Paid personal leave is taken due to a personal illness or injury.
- 29.6** Paid carer's leave is taken to provide care or support to a member of the Teacher's Immediate Family or a member of the Teacher's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 29.7** Where the Teacher has exhausted the paid personal/carer's leave entitlement, the Teacher may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Teacher.
- 29.8** A casual Teacher may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Teacher.

**29.9 Notice and evidentiary requirements**

- (a) A Teacher must notify the Employer of the Teacher's absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of a personal illness or injury or to provide care or support to a member of the Teacher's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- (b) A Teacher is entitled to personal/carer's leave provided that:
- (i) the Teacher produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
  - (ii) the Teacher provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday to which the Teacher is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;
  - (iii) the Teacher produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

**30. Compassionate leave**

- 30.1** Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 30.2** A Teacher may take up to three (3) days' paid leave per occasion when a member of the Teacher's Immediate Family or household dies or when the

Teacher's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

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

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

## **31. Community service leave**

**31.1** Community service leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.

### **31.2 Jury service leave**

(a) An Employee required to serve as a juror is entitled to leave at his or her ordinary rate of pay for the duration of the period of their required attendance for Jury Service. The school will continue to pay the Employee through the normal salary system.

(b) Before Jury Service leave is granted the Employee is required to provide proof of the requirement to attend for jury service and any estimates of the duration of the absence from duty

(c) The Employee must pay to the school the full amount received from the court for jury service. The Employee must pay the school this money as soon as practicable and must if requested by the Principal, provide evidence to the school as to the amount of any payments made to them by the court.

### **31.3 Voluntary Emergency Management Activity Leave**

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

(i) the activity is undertaken during a day on which the Employee would otherwise be at work;

(ii) the Employee satisfies the notice and evidence requirements specified in the NES; and

(iii) the Employee is not in receipt of payment of any kind from the recognised emergency management body.

## **32. Public holidays**

**32.1** Public holidays are provided for in the NES.

### **32.2 Substitution of public holidays**

(a) By agreement between the Employer and the majority of Teachers, an alternative day may be taken as a public holiday instead of any of the days specified by the NES. The agreement will be recorded in writing and made available to every affected Teacher.

- (b) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

### **33. Long service leave**

**33.1** Long service leave is provided for in the NES. This clause supplements the NES provisions.

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

**33.3** Accrued long service leave will be paid in lieu where a Teacher's employment is terminated after seven years of continuous employment. The pro rata leave equates to 1/40th of the period of continuous employment.

**33.4** A Teacher, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Teacher's normal salary.

**33.5** A Teacher, 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 Teacher's time fractions over the period of eligible service.

#### **33.6 Illness during long service leave**

Subject to the requirements of cl.32.8, a Teacher, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the Teacher. The Principal may require the Teacher to be examined by a Registered Health Practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Teacher.

**33.7** The Teacher's application under cl.32.7:

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

#### **33.8 Timing and taking of long service leave**

- (a) A Teacher is entitled to take an initial period of long service leave upon the completion of seven (7) years of continuous employment, at which time the period of accrued long service leave will be 9.1 weeks.



- (b) Requests to take long service leave must be made in writing to the Principal at least 12 months prior to the school term being requested to be taken as long service leave. In exceptional circumstances, the Principal will consider requests made within a shorter timeframe.
  - (c) In consultation about the timing of long service leave, the Employer agrees to take into account the individual Teacher's needs, in so far as they are compatible with the Employer's operational needs.
- 33.9 The period of long service leave will usually not be for less than a full term, commencing from the first day of the term and concluding on the last day of the term. In special circumstances, an application for a shorter period of long service leave will be considered by the Employer.
- 33.10 Where a Teacher has not accrued sufficient leave to cover a full term the Employer may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Employer.
- 33.11 Applications for long service leave to be taken in conjunction with other leave (such as leave without pay or parental leave) will be considered at the Principal's discretion.

## **34. Parental leave**

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

### **34.2 Definition**

For the purpose of this clause:

**Continuous service** means service with the Employer during the whole of the period including any period of authorised leave. For a casual Teacher, continuous service means a period during which the Teacher was engaged on a regular and systematic basis by the Employer during the 12-month period immediately preceding the date or expected date of birth of the child or the day of placement or expected day of placement of the child, and the Teacher would have had a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

### **34.3 Increase in NES entitlements**

- (a) Instead of the entitlement to 12 months' unpaid parental leave in s. 70 of the Act, a Teacher is entitled to up to 36 months' unpaid parental leave, where the Teacher has or will have responsibility for the care of a child.
- (b) For the avoidance of doubt, the entitlement in cl.33.3(a) is inclusive of the right in s.76 of the Act to extend parental leave beyond the available period of parental leave. There is not entitlement to leave in addition to the 36 month period provided for in cl.33.3(a).

### **34.4 Variation of period of parental leave**

- (a) Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Employer and the Teacher.

**(b)** Subject to the relevant provisions of the NES, where a Teacher has commenced a period of parental leave of up to 52 weeks, the Teacher:

**(i)** may extend the period of parental leave once by giving the Employer 4 weeks' written notice before the end of the period stating the period by which the leave is extended; and

**(ii)** may further extend the period of parental leave by agreement with the Employer.

**34.5** Where a Teacher elects to take a period of parental leave of less than 24 months and the Teacher wishes to extend this period up to 24 months, the Teacher must notify the Employer of his/her intention to extend the period of parental leave with at least four weeks' notice prior to the expiration of the initial period of leave, but ideally the Teacher will provide at least seven (7) weeks' notice wholly within one school term.

**34.6** Where a Teacher has taken a period of parental leave of up to 24 months and wishes to extend the period of parental leave beyond 24 months and up to a maximum of 36 months, the Teacher must notify the Employer of his/her intention to extend the period of parental leave with at least seven term weeks' notice prior to the expiration of the current period of leave, which must be given wholly within the one school term.

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

## **35. Paid parental leave**

**35.1** Teachers other than casual Teachers and fixed term Teachers are entitled to paid parental leave. Paid parental leave may be taken in connection with the birth or adoption of a child.

**35.2** Where a Teacher (who will have the primary responsibility for the care of the child) has a minimum of 12 months continuous service and is granted unpaid parental leave in accordance with the NES, the Teacher is entitled to paid parental leave of fourteen (14) weeks' at the time the Teacher commences parental leave, at or around the time of the birth or placement of the child.

**35.3** Where a Teacher (who will not have primary responsibility for the care of the child) has a minimum of 12 months continuous service and is granted unpaid parental leave in accordance with the NES takes a period of concurrent parental leave at the time of the birth or placement of a child, the Teacher is entitled to paid parental leave of one (1) week of the period of concurrent parental leave.

**35.4** For the purpose of calculating the payment for clauses 34.2 and 34.3, the salary will be taken as at the time the period of leave commenced. If the time fraction has varied during the year, the average time fraction over the twelve (12) months preceding the parental leave will be used for the purposes of calculating the payment.

- 35.5** A Teacher must have a minimum of a further twelve (12) months' continuous service, if returning from parental leave, before being eligible for a further period of paid parental leave pursuant to cl.34.2 or 34.3.
- 35.6** Where a Teacher has less than further twelve (12) months' continuous service with the School following a period of parental leave, the Teacher may make an application to the Principal, citing reasons in support of the payment. Payment, if any, will be at the discretion of the Principal.
- 35.7** Where the School employs both parents of the child, only one parent will be entitled to receive the payment pursuant provided for under this clause.
- 35.8** Continuous service for the purposes of this clause means service under an unbroken contract of employment and includes:
- (a)** any period of part-time employment worked at the School;
  - (b)** any period of paid leave authorised by the School;
  - (c)** but does not include any period of employment on a casual basis, and will not include any period of unpaid leave whether approved or otherwise.
- 35.9** The 14 week period of paid parental leave under cl.34.2 incorporates any accruals for annual leave. Superannuation will be paid on a period of paid parental leave at the same rate as payments under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- 35.10** A Teacher accrues personal/carer's leave and long service leave during a period of paid parental leave.
- 35.11** A Teacher replacing a Teacher granted parental leave will not be entitled to more than four (4) weeks' notice of termination of employment. The notice of termination will be specified in writing at the time the replacement Teacher is employed.
- 35.12** Paid parental leave cannot be taken concurrently with other forms of paid leave.

## **36. Leave without pay**

- 36.1** A Teacher may apply for leave without pay which may be granted at the discretion of the Principal. A Teacher agrees that entitlements under this Agreement do not accrue where the period of leave without pay exceeds two weeks.

## **37. Infectious diseases leave**

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

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

**38. Examination leave**

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

**39. Qualification conferral leave**

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

## **Schedule A — Salaries**

**A.1** The salary for a full-time Teacher will be determined in accordance with the provisions of clause 16 and clause 17.

<b>Level</b>	<b>1 February 2016</b>
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\$

1	66,369
2	68,242
3	70,448
4	75,043
5	76,816
6	79,298
7	81,190
8	83,678
9	88,166
10	90,671
11	98,460

**A.2** The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

**A.3 Annual Leave Loading**

The annual salary in A.1 does not include annual leave loading.

**A.4 Part-time Teacher**

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with clause 12.4.

**A.5 Casual Teacher**

**A.5.1** The salary payable to a casual Teacher will be:

	<b>2016</b>
<b>Full Day</b>	\$309.18
<b>Half Day</b>	\$154.59

Provided that a casual Teacher in a school will be paid for a minimum of half a day; where a day is the usual required attendance time for an Teacher at that school and a half day is half the usual required attendance time.

**Schedule B — Allowances**

**B.1** The position of responsibility allowance payable to a full-time Teacher will be determined in accordance with the provisions of clause 17.1.

**1 February 2016**

	\$
<b>Level 1</b>	9,042
<b>Level 2</b>	4,348
<b>Level 3</b>	1,971

## **Schedule 2.2—Model flexibility term**

(regulation 2.08)

### **Model flexibility term**

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 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 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (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 enterprise 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
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) 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.