



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Lauriston Girls' School
(AG2019/4247)

LAURISTON GIRLS' SCHOOL AGREEMENT 2019-2022

Educational services

DEPUTY PRESIDENT MANSINI

MELBOURNE, 6 DECEMBER 2019

Application for approval of the Lauriston Girls' School Agreement 2019-2022.

[1] Lauriston Girls' School has applied for approval of a single enterprise agreement known as the *Lauriston Girls' School Agreement 2019-2022* (the Agreement), pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Since the application was made, the Commission raised concerns about the form of the application and whether the Agreement meets the pre-approval requirements and passes the “better off overall” test. Further information was provided in relation to these concerns.

[3] The Applicant sought to correct a typographical error in the original application, by filing an amended Agreement signature page. In the circumstances, I am satisfied that this correction should be allowed and that it is appropriate to do so pursuant to s.586 of the Act.

[4] Written undertakings were given in accordance with s.190 of the Act and are attached at Annexure A (Undertakings). The bargaining representatives did not oppose the Undertakings. 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. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement.

[5] On the basis of the material contained in the application, amended Agreement signature page, further information provided on request of the Commission and the Undertakings, 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.

[6] The Independent Education Union of Australia (Victoria and Tasmania Branch), being a bargaining representative for the Agreement, has given notice under s.183 of the Act. In accordance with s.201(2) I note that the Agreement covers this organisation.

[7] The Agreement was approved on 6 December 2019 and, in accordance with s.54, will operate from 13 December 2019. The nominal expiry date of the Agreement is 31 January 2023.



DEPUTY PRESIDENT

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Annexure A



IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2019/4247

Applicant:
Lauriston Girls' School

Undertaking- section 190

I, Susan Just, Principal of Lauriston Girls' School give the following undertakings with respect to the *Lauriston Girls' School Agreement 2019-2022* ("the Agreement"):

I have the authority given to me by Lauriston Girls' School to provide this undertaking in relation to this application before the Fair Work Commission.

1. Clause 72 – Hours of Work & Schedule C

In relation to clause 72.7 and Schedule C of the Agreement, we undertake that for a School Operations (Cleaning) Services Employee work will be performed on any day Monday to Friday between 07:00 am and 07:00 pm.

2. Clause 16 – Casual Employees

In relation to clause 16.1 of the Agreement, we undertake that a casual Education Support Staff Employee will be engaged and paid for a minimum of two hours for each engagement.

3. Clause 27 – Public Holidays & Schedule C2

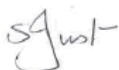
In relation to clause 27 and Schedule C2 of the Agreement, we undertake that an Employee, other than a Teacher, required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Employer and the Employee have agreed to the Employee taking a day off instead of payment in which case the Employee will be paid at the ordinary time rate for work on the public holiday.

4. Clause 66 – Annualised Salaries

In relation to Clause 66 of the Agreement, we undertake to pay each Teacher Assistant, within each quarterly pay cycle, a total amount which is no less than \$1.00/hour more than the amount of pay the Teacher Assistant would have received if paid under this Agreement and the appropriate Award for the work performed in that pay cycle.

Employer name: Susan Just

Authority to sign: Principal – Lauriston Girls' School

Signature: 

Date: 2/12/2019

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.

LAURISTON GIRLS' SCHOOL AGREEMENT 2019-2022

Proposed As At 20.8.2019

TABLE OF CONTENTS

| | |
|---|----|
| PART ONE - APPLICATION AND OPERATION OF AGREEMENT | 5 |
| 1 Title | 5 |
| 2 Commencement Date and Period of Operation | 5 |
| 3 Application and Coverage | 5 |
| 4 Relationship to Awards | 6 |
| 5 National Employment Standards | 6 |
| 6 Definitions | 6 |
| 7 Dispute Resolution Procedure | 8 |
| 8 Consultative Committee | 9 |
| 9 No Extra Claims | 9 |
| PART TWO – MANDATORY TERMS | 10 |
| 10 Agreement Flexibility | 10 |
| 11 Consultation Regarding Major Workplace Change | 11 |
| PART THREE – CLASSIFICATION, REMUNERATION AND RELATED MATTERS | 13 |
| 12 Modes of Employment | 13 |
| 13 Full Time employees | 13 |
| 14 Part Time Employees | 13 |
| 15 Fixed Term Employees | 14 |
| 16 Casual Employees | 14 |
| PART FOUR – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT | 15 |
| 17 Employment Relationship | 15 |
| 18 Policies and Procedures | 15 |
| 19 Staff Days | 15 |
| 20 Criminal record Check (Police Check) | 15 |
| 21 Working with Children Checks | 15 |
| 22 Discretionary Increases | 16 |
| 23 Minimum Employment Period | 16 |
| 24 Remuneration Packaging | 16 |
| 25 Superannuation | 16 |
| 26 Employee Assistance Program | 17 |
| 27 Public Holidays | 17 |
| 28 Personal/Carer's Leave | 18 |

| | | |
|----|---|-----------|
| 29 | Compassionate Leave | 19 |
| 30 | Long Service Leave | 19 |
| 31 | Parental Leave | 21 |
| 32 | Paid Parental Allowance | 29 |
| 33 | Government Paid Parental Leave Scheme | 30 |
| 34 | Right to Request Flexible Working Arrangements | 30 |
| 35 | Leave Without Pay | 31 |
| 36 | Special Leave | 31 |
| 37 | Infectious Diseases Leave | 31 |
| 38 | Examination Leave | 31 |
| 39 | Qualification Conferral Leave | 31 |
| 40 | Community Services Leave | 31 |
| 41 | Family Violence leave | 32 |
| 42 | Redundancy | 33 |
| 43 | Termination of Employment | 35 |
| 44 | Accident Pay | 36 |
| 45 | Breakage and Loss | 37 |
| 46 | Responsibility Allowances | 37 |
| 47 | Camp Allowance | 37 |
| 48 | Protective Clothing | 37 |
| 49 | Vehicle Allowance | 37 |
| 50 | Lauriston Professional Recognition Program | 38 |
| 51 | Salary Adjustments relevant to this agreement | 38 |
| | PART FIVE – CONDITIONS OF EMPLOYMENT FOR TEACHERS | 39 |
| 52 | Definition | 39 |
| 53 | Teachers | 39 |
| 54 | Classifications and Salaries | 39 |
| 55 | Hours of Work | 39 |
| 56 | Professional Practice Time | 40 |
| 57 | Annual leave | 40 |
| 58 | Meal Allowance | 41 |
| 59 | Termination | 41 |
| 60 | Casual Relief teacher | 42 |
| | PART SIX – CONDITIONS OF EMPLOYMENT FOR TEACHER ASSISTANTS | 42 |
| 61 | Definition | 42 |
| 62 | Salaries | 42 |
| 63 | Hours of Work | 42 |
| 64 | Annual leave | 43 |

| | | |
|----|--|-----------|
| 65 | School Holidays | 43 |
| 66 | Annualised Salaries | 44 |
| 67 | Meal Allowance | 44 |
| 68 | Termination | 44 |
| | PART SEVEN – CONDITIONS OF EMPLOYMENT FOR EDUCATION SUPPORT EMPLOYEES | 45 |
| 69 | Definition | 45 |
| 70 | Salaries | 45 |
| 71 | Grade / Level progression | 45 |
| 72 | Hours of Work | 46 |
| 73 | Annual leave | 46 |
| 74 | Penalty rates / Overtime rates | 47 |
| 75 | Responsibility Allowances | 48 |
| 76 | Annualised Salaries | 48 |
| 77 | Meal Allowance | 49 |
| 78 | Sleepover Allowance | 49 |
| 79 | First Aid Allowance | 49 |
| 80 | Uniform / Protective Clothing allowance | 50 |
| 81 | Termination | 50 |
| 82 | Staff Appraisal Program | 51 |
| | PART SEVEN – CONDITIONS OF EMPLOYMENT FOR CHILDCARE (LONG DAY CARE ie. Sutherland House) EMPLOYEES | 51 |
| 83 | Definition | 51 |
| 84 | Salaries | 51 |
| 85 | Grades / Level progression | 51 |
| 86 | Hours of Work | 51 |
| 87 | Rostered Days Off | 52 |
| 88 | Annual leave | 52 |
| 89 | Penalty rates / Overtime rates | 53 |
| 90 | Annualised Salaries | 54 |
| 91 | Meal Allowance | 55 |
| 92 | Termination | 55 |
| 93 | Staff Appraisal Program | 56 |
| | SCHEDULE A – SALARIES FOR TEACHERS | 57 |
| | SCHEDULE B – SALARIES FOR TEACHER ASSISTANTS | 58 |
| | SCHEDULE C – SALARIES FOR EDUCATION SUPPORT EMPLOYEES | 60 |
| | SCHEDULE D – SALARIES FOR CHILDCARE SERVICES EMPLOYEES | 64 |
| | SCHEDULE E – RESPONSIBILITY ALLOWANCES | 65 |

PART ONE - APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

- 1.1 This Agreement is to be known as the Lauriston Girls' School Agreement 2019-2022 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth.).

2 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 2.1 This Agreement will operate from seven (7) days after the date of approval by the Fair Work Commission.
- 2.2 The nominal expiry date of the Agreement is 31 January 2023.
- 2.3 The parties agree to commence negotiations for a replacement Agreement not less than 4 months prior to the expiration of this Agreement.

3 APPLICATION AND COVERAGE

3.1 This Agreement covers:

- (a) the Employer;
- (b) Teachers, (including Early Childhood Teachers and Permission to Teach Teachers) and;
- (c) Teacher Assistants (including Early Childhood Assistants / Co-educators)
- (d) Childcare employees employed at the long day care centre currently known as Sutherland House;
- (e) Education Support Staff below Senior Manager level providing:
 - o School administration services
 - o School operational services
 - o Nursing services

3.2 This Agreement does not apply to:

- (a) The Principal;
- (b) Members of the School Executive (including Deputy Principals, Vice Principal-Head of Junior School, Director of Lauriston Institute, and Business Manager) however named;
- (c) Vice Principal – Howqua however named;
- (d) Senior Managers however named (including Property Manager, ICT Manager, Senior Finance Manager, Director of Marketing & Communications, Public Relations Manager, Director of Advancement and Senior Chef/Catering Manager);
- (e) Sessional (itinerant) Music Teachers, Sports Coaches (including Rowing Coaches) and Aquatics / Learn to Swim staff,

- (f) an Employee who has been given an undertaking that their annual earnings will be in excess of the high income threshold, pursuant to section 330 of the FW Act where their position is geographically, operationally or organisational distinct.

4 RELATIONSHIP TO AWARDS

- 4.1 This Agreement incorporates the terms of the Educational Services (Teachers) Award 2010, and the Educational Services (Schools) General Staff Award 2010, as in force from time to time.
- 4.2 To the extent that a term of this Agreement deals with or provides for a term or condition contained in either of these awards this Agreement will override the award term or condition.
- 4.3 Where this Agreement is silent on a particular matter the terms of the relevant award shall apply.

5 NATIONAL EMPLOYMENT STANDARDS

- 5.1 The National Employment Standards (NES) as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) (the Act) are the minimum entitlements applying to an Employee covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 5.2 This Agreement, the *Educational Services (Teachers) Award 2010* or the *Educational Services (Schools) General Staff Award 2010* will provide industry or enterprise specific detail where it deals with a matter provided for in the NES.

6 DEFINITIONS

| | |
|---------------------------|---|
| Act | means the Fair Work Act 2009 (Cth) |
| Attendance time | means all the days of the School year less the non-attendance time and the period of annual leave |
| Award | means the <i>Educational Services (Teachers Award) 2010</i> and the <i>Educational Services (Schools) General Staff Award 2010</i> , unless separately specified |
| Casual Employee | means an Education Support Staff Employee employed to work on a casual basis and specifically excludes a Sessional (itinerant) Music Teacher |
| Childcare Employee | means a person who provides child care services or support services within the long day care centre (currently known as Sutherland House) a wholly owned entity of Lauriston Girls' School |
| Early Childhood Program | means the core kindergarten curriculum provided to children under school age (three, four and five year old children) |
| Early Childhood Assistant | means a person employed in curriculum / resources services and classroom support services as defined in the <i>Educational Services (Schools) General Staff Award 2010</i> and who assists in the Early Childhood Program as a co-educator (including the 3 year old and 4 year old Lauriston kindergarten program) |
| Early Childhood Teacher | means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to the |

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| | <i>Education and Training Reform Act 2006</i> (Vic.) or its successor and is employed to teach children enrolled in the Early Childhood Program (3 year old and 4 year old Lauriston kindergarten program) |
| Education Support Staff Employee | means an employee providing School administration services (clerical and ICT), school operational services (including maintenance, catering) and or nursing services |
| Employee | means a person covered by this Agreement |
| Employer | means Lauriston Girls' School ABN 15 004 264 402 |
| FWC | means Fair Work Commission |
| General Staff Award | means the <i>Educational Services (Schools) General Staff Award 2010</i> or its successor |
| Howqua Assistant | means a person employed at the Howqua campus to assist in a combination of provision of Curriculum/Resources services (including outdoor education and boarding supervision services) |
| Immediate family | means <ul style="list-style-type: none"> (a) a spouse (including a former spouse, a defacto spouse and a former defacto spouse) of the Employee. A defacto spouse 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); and (b) a child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse or defacto spouse of the Employee. |
| LSL Act | means the <i>Long Service Leave Act 2018</i> (Vic.) or its successor |
| NES | means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth) |
| Non-attendance time | means weeks in the school year other than term weeks and includes periods designated as school holidays for students and includes shut down periods but excludes designated staff days where a preschool operates according to terms that approximate school terms, non-attendance time will have the same meaning |
| Non-term weeks | Means weeks, or part thereof, in the school year other than term weeks |
| Permission to Teach Teacher | Means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 4 of Part 2.6 of the <i>Education and Training Reform Act 2006</i> (Vic) or its successor and in accordance with Victorian Institute of Teaching Permission to Teach Policy 2017. |
| Principal | means Principal of Lauriston Girls' School or her nominee |
| Registered Health | Means a Health Practitioner registered pursuant to the <i>Health</i> |

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| Practitioner | <i>Practitioner Regulation National Law (Victoria) Act 2009.</i> |
| Registered Medical Practitioner | means a person who is licensed as a medical practitioner to practise medicine in Australia and who is registered with the Medical Practitioners Board of Victoria. |
| School | means Lauriston Girls' School ABN 15 004 264 402 |
| School Teacher | means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to the <i>Education and Training Reform Act 2006 (Vic.)</i> or its successor and is employed to teach. This definition includes a qualified teacher librarian and includes a Permission to Teach Teacher but does not include a person employed as a sessional music teacher, sports coach or Principal or a Deputy Principal, by whatever name called |
| School Year | Means the period of 12 months commencing from the first day of February in a year to the first day of February of the following year and includes term weeks and non term weeks |
| School Holidays | Means a period of holidays as determined by the Employer and announced prior to the commencement of a new School year. |
| Shut down period | means any period of time where the Employer shuts down or closes the whole or part of their operations. A shut down period may be designated during Non-Attendance time or School Holidays where students are not in attendance at the School |
| Teachers Award | means the <i>Educational Services (Teachers) Award 2010</i> or its successor |
| Teacher | means a School Teacher and an Early Childhood Teacher, unless separately specified |
| Teacher Assistant | means a person employed in curriculum / resources services, classroom support and boarding supervision services as defined in the <i>Educational Services (Schools) General Staff Award 2010</i> or its successor and includes an Early Childhood Assistant |
| Term weeks | means the weeks, or parts thereof, in the school year that students are required to attend school and designated student free days and staff days as set out in the school calendar of each campus; where the Lauriston Kindergarten (3 year old and 4 year old) operates according to terms that approximate school terms, term weeks will have the same meaning |
| Victorian Institute of Teaching | means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic.)</i> and the <i>Education and Training Reform Regulations (2017)</i> |

7 DISPUTE RESOLUTION PROCEDURE

7.1 If a dispute relates to:

- (a) a matter arising under the Agreement, or
- (b) the NES,

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:
- 7.5.1 FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 7.5.2 if FWC is unable to resolve the dispute at the first stage, FWC may then:
- (a) arbitrate the dispute; and
 - (b) make a determination that is binding on the parties.
- 7.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- 7.6.1 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
- 7.6.2 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:
- (a) the work is not safe; or
 - (b) the Occupational Health and Safety Act 2004 (Vic.) would not permit the work to be performed; or
 - (c) the work is not appropriate for the Employee to perform; or
 - (d) 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 CONSULTATIVE COMMITTEE

The parties acknowledge the importance of workplace consultation and to this end will operate a Consultative Committee as per the School's Consultative Committee Policy. The School policy does not form part of and is not incorporated into this agreement.

9 NO EXTRA CLAIMS

The Employer and its employees agree that the salary increases 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 Employees, and that no further claims will be made during the currency of this Agreement.

PART TWO – MANDATORY TERMS

10 AGREEMENT FLEXIBILITY

10.1 An 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:

10.1.1 the Agreement deals with one or more of the following matters:

- (a) arrangements about when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances;
- (e) leave loading; and

10.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph 10.1.1; and

10.1.3 the arrangement is genuinely agreed to by the Employer and Employee.

10.2 The Employee may be accompanied by a support person of their choice when negotiating an individual flexibility arrangement under this clause.

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

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

10.4 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.

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

10.6 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.

11 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

11.1 This clause applies if the Employer:

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

Major change

11.2 For a major change referred to in clause 11.1(a):

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

11.3 The relevant Employees may appoint a Representative for the purposes of the procedures in this term.

11.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the Representative;
 - (i) the Employer must recognise the Representative.

11.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

11.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

11.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

11.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 11.2(a) and clauses 11.3 and 11.5 are taken not to apply.

11.9 In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

11.10 For a change referred to in clause 11.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) clause 11.11 to 11.15 apply.

11.11 The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.

11.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the Representative;

the Employer must recognise the Representative.

11.13 As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

11.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

11.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

11.16 For the purposes of 11.10 to 11.15, a School's educational timetable in respect of academic classes and student activities, which:

- (a) may operate on a term, semester or a School Year basis, and
- (b) ordinarily changes between one period of operation and the next, and
- (c) may change during the period of operation,

is not a regular roster.

11.17 However, where a change to a School's educational timetable directly results in a change to:

- (a) the number of ordinary hours of work of an Employee or,
- (b) to the spread of hours over which the Employee's ordinary hours, are required to be worked, or
- (c) the days over which the Employee is required to work,

then 11.11 to 11.15 will apply.

11.18 In this clause:

relevant employees means the Employees who may be affected by a change referred to in clause 11.1(a);

PART THREE – CLASSIFICATION, REMUNERATION AND RELATED MATTERS

12 MODES OF EMPLOYMENT

12.1 The provisions of this clause in respect of Full Time, Part Time, Fixed Term and Casual employee/s apply instead of Clause 10 of the Teachers Award, and Clause 10 of the General Staff Award.

12.2 The School may employ an Employee as a Full Time, Part Time, Fixed Term or Casual employee.

12.3 The School may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

13 FULL TIME EMPLOYEES

13.1 The School may engage an Employee on a full time basis in accordance with this clause.

13.2 The School will determine the ordinary full time workload as 37.5 hours per week for education support staff employees.

14 PART TIME EMPLOYEES

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

14.2 A Part Time Employee is entitled to be paid a pro-rata salary of a Full Time employee.

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

14.4 A Part Time Employee will qualify for the same benefits and conditions as a full time employee but on a pro rata basis.

15 FIXED TERM EMPLOYEES

15.1 The Employer may employ an Employee to work on either a Full Time or Part Time basis for a fixed period of time to replace another Employee or to work for a specified period of time to complete a task for which funding has been made available or which is for a limited period of operation.

15.2 A Fixed Term employee is entitled to the benefits of this Agreement on a pro rata basis.

15.3 Before employing a fixed term employee on a replacement basis, the Employer will inform the fixed term Employee of:

- (a) the temporary nature of the employment;
- (b) the benefits which are applicable under this Agreement; and
- (c) the rights of any Employee being replaced.

15.4 The termination of employment of a replacement Employee will be by the expiry of the period of employment or in accordance with the provisions of Clause 41 (Redundancy).

16 CASUAL EMPLOYEES

16.1 The School may employ an Education Support Staff Employee to work on a casual basis as a Casual Employee.

16.2 A Casual Education Support Staff Employee is entitled to be paid an hourly rate of pay and a loading of 25 percent.

16.3 A Casual Education Support Staff Employee who is paid the loading per Clause 16.2 is not entitled to the following entitlements under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- school holidays
- leave loading
- public holidays
- paid personal/carer's leave
- paid compassionate leave
- accident make-up pay
- paid parental allowance
- annual leave
- pro rata payment of salary including annual leave

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

17 EMPLOYMENT RELATIONSHIP

17.1 Letter of Appointment

17.1.1 Upon engagement, the Principal will issue each Employee (other than a Casual Relief Teacher, a casual school assistant or casual education support staff employee) with a letter of appointment that will detail any applicable conditions that are not part of this Agreement including:

- Classification
- Salary
- Approximate FTE

18 POLICIES AND PROCEDURES

18.1 All employees covered under this agreement will be required to attend briefings related to the School's policies and procedures.

18.2 The School will also endeavour to make this information available via other communication channels including but not limited to the School's intranet, and online training.

18.3 Employees are expected to comply with all School policies and procedures (and as varied from time to time).

18.4 School Policies and Procedures do not form part of and are not incorporated into this enterprise agreement.

19 STAFF DAYS

19.1 Employees covered under this agreement will usually be required to attend up to seven (7) student free days each year. In exceptional circumstances staff may be required to attend an additional eighth staff day. Wherever possible, staff days will be advised in advance and will be included in the calendared term dates.

20 CRIMINAL RECORD CHECK (POLICE CHECK)

20.1 An Employee not currently registered with the Victorian Institute of Teaching will be required to undergo a Criminal Record Check ("CRC") on commencement of employment at the Employee's own cost.

20.2 An Employee is required to inform the Principal or delegate immediately if a criminal charge, conviction or investigation has been brought against the Employee that may affect duties and responsibilities as an Employee e.g. sex offence, or an offence against minors. Minor offences e.g. parking fines etc. are excluded.

20.3 From time to time the employer may require an Employee to undergo a further CRC check at their own cost.

21 WORKING WITH CHILDREN CHECKS

21.1 An Employee not currently registered with the Victorian Institute of Teaching will be required to undergo a Working with Children Check at the Employee's own cost.

21.2 In the event that an Employee, who is not registered with the Victorian Institute of Teaching, commences employment with the School and either fails to present an Assessment Notice or is issued with a Negative Notice from the Department of Justice, the School reserves the right to terminate the Employee's employment without notice.

22 DISCRETIONARY INCREASES

22.1 In unusual circumstances, a further salary component may be paid to an Employee as an allowance in the absolute discretion of the Principal. In applying the discretionary component to an Employee, the important criterion is the taking on of additional duties and/or engaging in activities which benefit the School and for which no time or monetary allowance has otherwise been made, or could have been made through the appropriate salary scale or POR structure.

23 MINIMUM EMPLOYMENT PERIOD

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

23.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures of the School in place, from time to time including those provided by clauses 42.2-42.5 herein.

23.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice in writing or payment in lieu of notice as follows:

| <u>Employee</u> | <u>Period of Notice</u> |
|----------------------------------|-------------------------|
| Teacher and Teacher Assistant | Seven (7) term weeks |
| Education Support Staff Employee | Two (2) term weeks |

23.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 23.3 above.

24 REMUNERATION PACKAGING

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

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

24.3 Employees should refer to the School's policy on remuneration packaging.

25 SUPERANNUATION

25.1 Employees are able to choose any complying fund where the School is not required to sign up as a participating employer. Should an Employee not nominate a

complying fund for this purpose, the superannuation contribution will be made to VISSF.

26 EMPLOYEE ASSISTANCE PROGRAM

26.1 The School will provide an Employee Assistance Program to all staff covered by this agreement.

27 PUBLIC HOLIDAYS

27.1 Standard days

27.2 An Employee is entitled to holidays on the following days:

27.2.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

27.2.2 the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday, Labour Day, Friday before the Grand final; and

27.2.3 Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

27.3 An exception to this is that public holidays that occur during a period of leave for Teachers and Teacher Assistants entitled to Non Attendance time or School holidays do not create additional entitlement.

27.4 Holidays in lieu

27.4.1 When Christmas Day is a Saturday or Sunday, a holiday in lieu will be observed on 27 December.

27.4.2 When Boxing Day is a Saturday or Sunday, a holiday in lieu will be observed on 28 December.

27.4.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu will be observed on the next Monday.

27.4.4 Where the Howqua boarding campus does not observe a prescribed public holiday falling during a term week, the School will provide a substitute day.

27.5 Additional days

27.5.1 Where in Victoria, public holidays are declared or prescribed on days other than those set out in clauses 27.2 of this Agreement, those days will constitute additional days for the purpose of this Agreement.

27.6 Substitute days

27.6.1 By agreement between the School and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

27.6.2 The School 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 27.2.

27.6.3 An agreement made pursuant to clause 27.2 of this Agreement must be recorded in writing. The agreement must be made available to every affected Employee.

27.6.4 Where the School proposes to substitute a day other than a public holiday prescribed by this Agreement, the School will give no less than five (5) working days' notice of the intention to reach agreement to this effect.

28 PERSONAL/CARER'S LEAVE

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

28.2 Entitlement

28.2.1 An Employee other than a casual Employee or Casual Relief teacher is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.

28.2.2 The amount of personal leave a Full time Teacher or Full time Teacher Assistant may take as sick leave depends on how long the Teacher or Teacher Assistant has worked for the Employer and accrues as follows:

(a) In the first year of service, six (6) days during the first term worked, and thereafter, an additional three (3) days during at the commencement of each subsequent school term; and

(b) in the second and subsequent year of service, 15 days at the commencement of each year.

28.2.3 Personal leave for an Education General Support Employee accrues upon the completion of every four (4) week period of continuous service with the Employer and is credited to the employee on a monthly basis.

28.2.4 For a full-time employee the personal leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal leave on a pro-rata basis based on their rostered hours of work or for Education general Staff Employees on a pro rata basis based on specified hours in clause 68.

28.3 Unused personal leave is cumulative and personal leave may be taken for part of a single day (usually as Quarter, half day or full day (to be rounded up)).

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

28.5 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

28.6 Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to three days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to three days, or any separate period as agreed by the Employer and the Employee.

28.7 A casual Employee or Emergency teacher may take up to three days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to three days, or any separate period as agreed by the Employer and the Employee provided notice & evidentiary requirements under clause 28.8 are met.

28.8 Notice and Evidentiary Requirements

28.8.1 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable and during the ordinary hours of the first day of such absence, and inform the Employer of the Employee's inability to attend for duty 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 endeavour to inform the School within 24 hours. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

28.8.2 An Employee is entitled to sick leave provided that:

- i. the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days; Health Practitioner or statutory declaration to the Employer for any absence contiguous with a public holiday to which the Employee is entitled or a non-term week and which would not otherwise require the production of a certificate; and
- ii. the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

28.8.3 An Employee is entitled to carer's leave provided that the Employee produces, if required by the Employer, a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer stating the person concerned was affected by an illness, injury or unexpected emergency and that the illness, injury or unexpected emergency is such as to require care by another. In the case of an unexpected emergency, sufficient information should be provided to verify the unexpected emergency.

29 COMPASSIONATE LEAVE

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

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

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

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

30 LONG SERVICE LEAVE

30.1 An Employee is entitled to long service leave. Long service leave is provided for by the NES. This clause provides ancillary or supplementary terms to the NES.

30.2 An Employee accrues Long service leave at the rate of 1.33 weeks per year (ie. thirteen weeks upon the completion of ten years of continuous employment). An employee is entitled to an additional six and a half weeks' long service leave for

each additional five years of continuous employment with the Employer.

- 30.3 Employees may apply to take long service leave after 7 years' continuous service.
- 30.4 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.
- 30.5 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 30.6 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. No employee will be disadvantaged by this clause when compared with the applicable pre-modern award.

30.7 Illness on Long Service Leave

- 30.7.1 Subject to the requirements of 30.6.2, an Employee 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 Employee. The Principal may require the Employee to be examined by a Registered Medical Practitioner of the Employer's choice at the Employer's expense, provided the practitioner is reasonably accessible to the Employee.
- 30.7.2 The Employee's application under 30.6.1:
- i. must be received by the Employer during the period of illness or injury;
 - ii. must be accompanied by a medical certificate from a Registered Medical Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
 - iii. must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

30.8 Timing and Taking of Long Service Leave

- 30.8.1 The timing of taking of long service leave will be negotiated between the Principal and the Employee for mutual advantage but will ordinarily be taken within two years of the entitlement falling due following ten years of continuous employment.
- 30.8.2 On reaching 10 years' continuous service, the School will communicate to the Employee the requirement to take a period of Long Service Leave before the 13th year of service.
- 30.8.3 An Employee is requested to provide 12 months' notice of intention to take Long Service Leave to assist with planning and timetabling.
- 30.8.4 In consultation about the timing of such leave, the Employer agrees to take into account the individual Employee's needs, in so far as they are compatible with the Employer's operational needs.
- 30.8.5 It is preferred that the period of long service leave will not be for less than a full term.
- 30.8.6 Where an Employee has accrued 16 weeks' or more of Long Service Leave

- i. the Employee will be required to take the equivalent of a full term's leave within the next 2 years; and
- ii. the School will provide 12 months' notice of the requirement to take Long Service Leave.

30.8.7 Where a Teacher has accrued less than 16 weeks' Long Service Leave

- i. an application for a minimum 4 week period of long service leave will be considered by the Employer

30.8.8 The School will permit an employee covered under this agreement to proceed on long service leave when leave equivalent to one school term has accrued notwithstanding that the employee has not completed ten years' service provided that:

- i. a minimum of seven years' service has been completed by the Employee, and
- ii. long service leave will be taken as a minimum block of 4 weeks (but preferably as a complete school term or terms); and

30.8.9 Where an Employee 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.

30.8.10 An employee may apply to take a minimum of 4 weeks' Long Service Leave at half pay only where the employee has accrued less than 16 weeks' Long Service Leave.

31 PARENTAL LEAVE

31.1 Eligibility

- 31.1.1 Parental leave is in accordance with the NES except where this agreement provides ancillary or supplementary terms.
- 31.1.2 An Employee (other than a Casual Employee who is not an Eligible Casual Employee) who has or will have responsibility for the care of the child, is entitled to unpaid parental leave.
- 31.1.3 An Employee who is the primary care-giver of the child must have completed twelve (12) months of continuous service by the date or expected date of birth in the case of birth-related parental leave, or by the day of placement or expected day of placement in the case of adoption-related parental leave.
- 31.1.4 An Employee who is the secondary care-giver of the child must have completed twelve (12) months of continuous service by the date the leave is to start.

31.2 Basic Entitlement

- 31.2.1 After 12 months continuous service, an eligible Employee (as defined in Clause 31.1) is entitled to up to 52 weeks of unpaid parental leave in relation to the birth or adoption of a child. Under the NES, an Employee who has taken unpaid parental leave for the Employee's available parental leave period may request a further period of up to 12 months' unpaid parental leave.

31.3 Casual Employees

- 31.3.1 Casual Employees are not eligible for parental leave unless they are Eligible Casual Employees.
- 31.3.2 However, all Casual Employees are eligible for two (2) days unpaid pre-adoption leave in accordance with clause 31.9.
- 31.3.3 An **Eligible Casual Employee** is a Casual Employee
- 31.3.4 who has been engaged by the School on a regular and systematic basis for a sequence of periods of employment during a period of 12 months: and
- 31.3.5 who, but for
- i. the birth or expected birth: or
 - ii. the placement or expected placement of a child,
- would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- 31.3.6 The Employer must not fail to re-engage a Casual Employee because:
- i. the Employee or Employee's spouse is pregnant; or
 - ii. the Employee is or has been immediately absent on parental leave.
- 31.3.7 The rights of the Employer in relation to engagement and re-engagement of a Casual Employee is not affected, other than in accordance with this clause.

31.4 Definitions for this clause

Child for the purposes of **birth-related parental leave** means a child of the Employee under the age of five (5) years or under school age, whichever applies first.

Child for the purposes of **adoption-related parental leave** means a child under the age of sixteen (16) years (as at the day of placement or the expected day of placement) who is placed with the Employee, other than a child or step-child of the Employee or of the spouse of the Employee, or a child who has previously lived continuously with the Employee for a period of six (6) months or more, and is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse.

Concurrent Parental Leave occurs when both members of an **Employee Couple** take parental leave at the same time.

Continuous Service is work for the Employer on a regular and systematic basis, including any period of authorised leave or absence. To avoid doubt, a period of unpaid parental leave does not break the Employee's continuity of employment but does not count as employment or service.

Day of Placement for the purposes of **adoption-related parental leave** means the day on which the Employee first takes custody of the child for adoption or the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for adoption.

Employee Couple means when both parents of the child are employed, not necessarily by the same employer.

Spouse includes a defacto spouse, former spouse, and a former defacto spouse of the Employee.

Defacto spouse 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.

31.5 Types of Parental Leave

31.5.1 Parental leave includes birth-related parental leave, adoption-related parental leave and special parental leave.

- (a) ***Birth-related parental leave*** is unpaid leave taken in association with the birth of a child of the Employee or the Employee's spouse.
- (b) ***Adoption-related parental leave*** is unpaid leave taken in association with the adoption of a child by the Employee or the Employee's spouse.
- (c) ***Special parental leave*** is unpaid leave taken by a female employee if she is not fit for work during that period because:
 - i. she has a pregnancy related illness.
 - ii. she has been pregnant and the pregnancy ends within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child

31.6 Taking Parental Leave - other than for members of an employee couple

31.6.1 This clause applies to an Employee who is either not a member of an Employee Couple, or whose spouse does not intend to take parental leave in connection with the birth of the child.

31.6.2 Unless agreed otherwise between the Employer and Employee, parental leave should be taken by the Employee in a single continuous period.

31.6.3 When Parental Leave should commence

- (a) Unless agreed otherwise between the Employer and Employee, a female employee who is pregnant may commence birth-related parental leave at any time within the six (6) weeks immediately prior to the expected date of birth of the child. The leave must not start later than the date of the birth of the child.
- (b) Unless agreed otherwise between the Employer and Employee, an Employee who is not a female employee who is pregnant may commence birth-related parental leave on the date of the birth of the child.
- (c) Unless agreed otherwise between the Employer and Employee, the period of leave must start on the dates of the placement of the child.
- (d) A period of parental leave may start at any time within 12 months after the date of birth or date of placement of the child, if the Employee has a spouse who is not an employee and who has responsibility for the care of the child between the date of birth (or date of placement) and the intended start date of the Employee's leave.

31.7 Taking Parental Leave - members of an employee couple who each intend to take leave

31.7.1 This clause applies to an Employee if they are a member of an Employee Couple and each member of the Employee Couple intends to take unpaid parental leave.

31.7.2 Unless agreed otherwise between the Employer and Employee/s, each Employee must take their leave in a single continuous period.

31.8 Concurrent leave

31.8.1 An Employee, who is a member of an Employee couple, where each of the Employees intends to take unpaid parental leave, is entitled to take concurrent leave, which is taken at the same time that the Employee, who has responsibility for the care of the child has taken leave:

- (a) for up to eight weeks during the 12 months after the date of birth or day of placement of the child;
- (b) with the leave to commence no earlier than the date of birth or the day of placement of the child, unless the Employer agrees to different arrangements;
- (c) with the leave taken in one continuous period or in separate periods, with each period not being less than two weeks, unless the Employer agrees.

31.8.2 Extension of Concurrent Parental Leave

An Employee who takes a second or subsequent period of concurrent leave is required to give 4 weeks' notice before starting the period of concurrent leave; or if that is not practicable- as soon as practicable (which may be a time after the leave has started.) An application must be made in writing to the Principal.

31.9 Unpaid pre-adoption leave

- 31.9.1 All Employees, including Employees with less than 12 months of continuous service, and all Casual Employees (including those who are not Eligible Casual Employees) are entitled to at least two (2) days unpaid pre-adoption leave for the purpose of attending any compulsory interviews or examinations which are necessary to obtain approval for the employee's adoption of a child. The Employer and Employee should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave.
- 31.9.2 Where other types of paid leave are available to the Employee, the Employer may require the Employee to take such leave instead of pre adoption leave.
- 31.9.3 The Employee is required to give the Employer notice of taking pre-adoption leave as soon as practicable, and if required, must provide evidence that would satisfy a reasonable person that the leave is needed to attend interviews or examinations which are necessary as part of the adoption procedure.

31.10 Notice & Evidence Requirements for Birth-Related Parental and Adoption Leave

- 31.10.1 An Employee must give his or her Employer ten (10) weeks written notice of the taking of parental leave. The notice must specify the intended start and end dates of the leave.
- 31.10.2 At least four (4) weeks before the intended start and end dates of the parental leave, the Employee must confirm the intended start and end dates of the parental leave and/or advise of any changes to the intended start and end dates of the parental leave, unless it is not practicable to do so.
- 31.10.3 An Employee who has given his or her Employer notice of the taking of parental leave must, if required by the Employer, provide evidence that would satisfy a reasonable person of the date of birth or expected date of birth, or for adoption-related leave, the day of placement of expected date of placement and that the child is or will be under sixteen (16) as at the day of placement or the expected day of placement.
- 31.10.4 Without limiting clause 31.10.3, an Employer may require the evidence in 31.10.3 to be a medical certificate.
- 31.10.5 An Employee will not be in breach of any of the requirements of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason. In such

circumstances, notice and/or evidence required should be provided as soon as reasonably practicable (which may be a time after the leave has started).

31.11 Work within the 6 weeks prior to or following the birth of the child

- 31.11.1 Where a pregnant Employee continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner containing the following statements:
- (a) A statement of whether the Employee is fit for work; and
 - (b) A statement of whether it is inadvisable for the Employee to continue in the Employee's present position during a stated period because of illness or risks arising out of the Employee's pregnancy or hazards connected with the position.
- 31.11.2 The Employer may require a pregnant Employee to start a continuous period of unpaid parental leave as soon as reasonably practicable if the Employee does not give the Employer a medical certificate as requested within seven (7) days after the request, or if the Employee gives the Employer a medical certificate stating that the Employee is unfit to work during a stated period.
- 31.11.3 The period of unpaid parental leave must not end later than the earlier of the following:
- (a) The end of the pregnancy; or
 - (b) The start date of any period of birth-related parental leave of which prior notice has been given.
- 31.11.4 The period of unpaid parental leave taken per Clause 31.11.2 will reduce the Employee's entitlement to unpaid parental leave under clause 31.2.1.
- 31.11.5 Where an Employee elects to return to work within six (6) weeks after the birth of a child, the Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

31.12 Special Parental Leave

- 31.12.1 A Pregnant Employee is entitled to a period of unpaid special parental leave:
- (a) When the Employee suffers a pregnancy related illness, or
 - (b) When the pregnancy of an Employee ends within 28 weeks of expected date of birth of the child otherwise than by the birth of a living child
- 31.12.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid personal leave to which the Employee is entitled in lieu of, or in addition to, special parental leave.
- 31.12.3 Where an Employee not then on parental leave suffers illness related to the pregnancy, the Employee may take any paid sick leave to which the Employee is then entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before returning to work. The aggregate of paid sick leave, special parental leave, birth-related parental leave owing and birth-related parental leave taken may not exceed 52 weeks.
- 31.12.4 During a period of special parental leave, an Employee may return to work at any time as agreed between the Employer and the Employee, provided that time does not exceed four (4) weeks from the recommencement date desired by the Employee.

31.12.5 A period of special parental leave must end before the Employee starts any continuous period of leave including (or constituted by) birth-related parental leave.

31.13 Notice Requirements for Special Parental Leave

An Employee must give the Employer notice of the taking of special parental leave as soon as practicable (which may be a time after the leave has started). The notice must specify the period or expected period of leave.

31.13.1 An Employee who has given the Employer notice of the taking of unpaid special parental leave must, if required by the Employer, provide evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 31.12.1.

31.13.2 Without limiting section 31.13.1, an Employer may require the evidence in 31.13.1 to be a medical certificate.

31.14 Variation of period of Unpaid Parental Leave

31.14.1 Where an Employee has

- (a) given notice as per Clause 31.10 of the taking of a period of unpaid parental leave ("original leave period"),
- (b) the original leave period is less than the available parental leave period, and
- (c) the leave period has commenced

31.14.2 the Employee may apply to the Employer to change the period of parental leave on one occasion.

31.14.3 The Employee's available parental leave period is 12 months less any periods of:

- (a) A Period of concurrent leave;
- (b) A Period of unpaid parental leave required to be taken under Clause 31.11.2 (within 6 weeks prior or within 6 weeks following birth);
- (c) A Period of unpaid parental leave required to be taken under Clause 31.11.2 (no safe job);
- (d) A period of special maternity leave

31.14.4 Any such application must be received in writing preferably four (4) weeks prior to the commencement of the changed arrangements. The request should state the end date of the unpaid parental leave

31.14.5 The period of parental leave may be shortened or lengthened at any time by written agreement between the Employer and the Employee.

31.15 Extension of Period of Unpaid Parental Leave

31.15.1 An Employee who takes parental leave for his or her full available parental leave period may request the Employer to agree to an extension of unpaid parental leave by a further period of up to 12 months immediately following the end of the available parental leave period to assist the Employee in reconciling work and parental responsibilities.

31.15.2 An application under clause 31.15.1 must be made as early as possible but not less than four (4) weeks prior to the commencement date of the period of extended parental leave. An application must be made in writing.

31.15.3 The Employer shall consider a request for extension of parental leave made pursuant to this clause having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

31.15.4 The Employer must provide a written response as soon as practicable, but not more than twenty one (21) days after the request is made, stating whether the request is granted or refused. If the Employer refuses the request, the response must include details of the reasons for the refusal.

31.16 When an Employee ceases to have responsibility for the care of the child

31.16.1 When an Employee ceases to have responsibility for the care of the child, the Employer may give the Employee notice that the Employee's unpaid parental leave is cancelled and for the Employee to return to work on a specified day, where:

- (a) For birth-related parental leave taken by the female employee who has given birth, the specified day must not be less than six (6) weeks after the date of birth of the child.
- (b) For birth-related parental leave taken (not including that covered under clause 31.16.1(a)), the specified day must not be less than four (4) weeks after the day the notice is given.
- (c) Where the placement of a child for adoption with an Employee commences but is discontinued or cancelled, the specified day must not be less than four (4) after the day the notice is given and any untaken adoption-related parental leave that the Employee remains entitled to at the stated day is cancelled with effect from that day.
- (d) Where the placement of a child for adoption with an Employee does not commence, the Employee is not entitled to adoption-related parental leave.

31.17 Subsequent Pregnancies

31.17.1 In the event that an Employee gives birth to a subsequent child within the initial 52 week period of unpaid parental leave, a further entitlement to 52 weeks of unpaid parental leave will commence from the date of birth of the subsequent child.

31.17.2 Where an employee qualifies for an additional period of parental leave under 31.17.1, the employee will not be entitled to a further parental leave allowance.

31.18 Interaction of Unpaid Parental Leave with other entitlements

31.18.1 An Employee may, in lieu of or in conjunction with unpaid parental leave, access any annual leave, long service leave or other paid leave entitlements (except for paid personal/carer's or compassionate leave) which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks, or a longer period if agreed. The taking of other paid leave does not break the continuity of the period of unpaid parental leave.

31.19 Transfer to a Safe Job

31.19.1 This clause applies where an Employee:

- (a) is pregnant;

- (b) is entitled to take unpaid parental leave;
- (c) has already complied with the applicable notice and evidence requirements in this section;
- (d) provides the Employer with evidence that would satisfy a reasonable person that illness or risks arising out of the pregnancy, or hazards connected with the work assigned to the Employee, make it inadvisable for the Employee to continue in their present work during a stated period ("the risk period").

31.19.2 Without limiting section 31.19.1, the Employer may require the evidence in clause 31.19.1 to be a medical certificate.

31.19.3 When an appropriate safe job is available

- (a) If there is an appropriate safe job available, the Employee must be transferred to that position with no reduction of the Employee's other terms and conditions of employment until the commencement of parental leave.
- (b) An appropriate safe job is a safe job that has the same ordinary hours of work as the position the Employee held before the transfer; or a different number of hours as agreed by the Employee.
- (c) The Employer must pay the Employee for the safe job at the Employee's full rate of pay (for the position the Employee held before the transfer) for the hours worked in the safe job during the risk period.

31.19.4 When there is no appropriate safe job available

- (a) If there is no appropriate safe job available, the Employee is entitled to take paid leave for the risk period.
- (b) The Employer may require the Employee to take leave for the risk period.
- (c) If the Employee takes leave for the risk period:
 - (i) The Employer must pay the Employee at the rate of pay and conditions attaching to the job held by the Employee prior to taking the leave.
 - (ii) The entitlement to leave is in addition to any other leave entitlement the Employee has; and
 - (iii) the period of leave ends at the earliest of whichever of the following times is applicable:
 - The end of the risk period; or
 - The end of the pregnancy

31.20 Return to Work Guarantee

31.20.1 An Employee will give as much notice as possible of the Employee's intention to return to work after a period of unpaid parental leave, but no less than four (4) weeks prior to the expiration of the leave.

31.20.2 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 31.19, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A part-time teacher will be entitled to the same time fraction.

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

31.20.4 For the purposes of this clause, position includes a position of responsibility for an Employee who is a teacher but does not necessarily include the same classes and/or subjects or duties.

31.21 Consultation during Unpaid Parental Leave

31.21.1 Where an Employee is on unpaid parental leave and a decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status, pay, responsibility level or location of the position the Employee held before commencing parental leave (or, if applicable, before being transferred to a safe job); and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status, pay, responsibility level or location of the position the Employee held before commencing parental leave before finalising the decision.

31.21.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision, such as 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.

31.21.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this clause.

32 PAID PARENTAL ALLOWANCE

32.1 Where an Employee other than a casual Employee is granted unpaid parental leave in accordance with the NES and this Agreement (except where parental leave is granted under clause 31.17.131.17.2) and where the Employee will have the primary responsibility for the care of a child, the Employee is entitled to be paid a parental allowance:

- equivalent to fourteen (14) weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of fourteen weeks' unpaid parental leave, in a single continuous period, commencing at or around the time of the birth of the child; or
- equivalent to fourteen (14) weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of fourteen weeks' unpaid adoption leave, in a single continuous period, at or around the time of the placement of the child with the Employee.

32.2 During the period of time that the Employee is in receipt of the parental allowance under 32.1, the Employee is not entitled to accrue annual leave, as defined by the NES, and personal/carer's leave, in accordance this Agreement. The Employee is not entitled to accrue long service leave in accordance with the *Long Service Leave Act 1992 (Vic)*.

32.3 Where an Employee takes a period of concurrent parental leave at the time of the birth or placement of a child in accordance with the NES, the Employee is entitled to a parental allowance at the Employee's ordinary rate of pay for up to ten (10) days of the period of concurrent parental leave.

32.4 An Employee must have a minimum of 12 months' continuous service, if returning

from parental leave, before being eligible for the payment of a further allowance pursuant to 32.1 or 32.3.

- 32.5 For avoidance of doubt, an Employee who is entitled to parental leave under clause 31.17.1 will not qualify for a payment of parental leave allowance.
- 32.6 Where the Employer employs both parents of the child, only one parent (primary caregiver) will be entitled to receive payment pursuant to clause 32.1 whilst the spouse would be entitled to the allowance pursuant to clause 32.3.
- 32.7 The parental allowance will be paid in 3 equal monthly payments commencing in the first pay period after parental leave commences.

33 GOVERNMENT PAID PARENTAL LEAVE SCHEME

- 33.1 An Employee who elects to access paid parental leave under any Government approved scheme must apply as required to the Government for payment of Government approved paid parental leave benefits. The employer will not be responsible for making any Government approved paid parental leave payments to the Employee unless written notification has been received from the Government regarding the Employee's entitlement to paid parental leave under the Government Scheme.

34 RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

- 34.1.1 Employees (other than a casual employee) who have worked with the Employer for at least 12 months can request flexible working arrangements if they:
- (a) are the parent, or have responsibility for the care, of a child who is school aged or younger
 - (b) are a carer (under the Carer Recognition Act 2010)
 - (c) have a disability
 - (d) are 55 or older
 - (e) are experiencing family or domestic violence, or
 - (f) provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.
- 34.1.2 Examples of changes in working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.
- 34.1.3 The request must be in writing and set out the details of the change sought and of the reasons for the change
- 34.1.4 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.
- 34.1.5 The Employer shall consider any request for flexible arrangements made pursuant to these clauses having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

34.1.6 If the Employer refuses the request, the written response must include details of the reasons for the refusal.

35 LEAVE WITHOUT PAY

35.1 An Employee may apply for leave without pay which may be granted at the discretion of the Principal after considering a written request made by the employee. An Employee agrees that entitlements under this Agreement (including annual leave, personal leave, superannuation or other entitlements) do not accrue during any period of leave without pay. An Employee may not be in receipt of any paid entitlements under this Agreement while on a period of leave without pay.

36 SPECIAL LEAVE

36.1 At the discretion of the Principal, an Employee may request leave in special circumstances involving pressing domestic necessity or bona fide removal to a new place of residence which, if granted, will be debited against the Employee's Personal Leave entitlement under the Personal Leave provisions within Clause 28 of this agreement.

37 INFECTIOUS DISEASES LEAVE

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

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

37.2 The Employee must also produce a medical certificate from a Registered Medical Practitioner which specifically names the disease.

38 EXAMINATION LEAVE

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

39 QUALIFICATION CONFERRAL LEAVE

39.1 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.

40 COMMUNITY SERVICES LEAVE

40.1 Community Service leave is provided for in the NES

40.2 Jury Service leave

- 40.2.1 An employee who is 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.
- 40.2.2 An employee must notify the Employer as soon as possible of the date upon which the employee is required to attend for jury service.
- 40.2.3 An employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 40.2.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by Court Authorities with respect to jury service.
- 40.2.5 Subject to Clause 39.2.1, 39.2.2, and 39.2.3 the Employer will reimburse an Employee granted leave pursuant to clause 39.2.1 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

40.3 Voluntary Emergency Management Activity

- 40.3.1 An Employee engages in a voluntary emergency management activity if:
 - (a) They engage in an activity that involves dealing with an emergency or natural disaster,
 - (b) The Employee engages in the activity on a voluntary basis,
 - (c) The employee is a member of a recognised emergency management body, and
 - (d) The Employee was requested by or on behalf of the body to engage in the activity
- 40.3.2 The Employer will provide up to five (5) days of paid leave per annum provided that the following notice and evidentiary requirements are met:
 - (a) Notice of the absence is given to the School as soon as practicable,
 - (b) The period of the expected period of absence is notified as soon as reasonably practicable, and
 - (c) Provision of evidence that would satisfy a reasonable person that the Employee is entitled to the leave
- 40.3.3 Leave will not be cumulative

41 FAMILY VIOLENCE LEAVE

41.1 General Principle

This Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.

41.2 Definition of Family Violence

This Employer accepts the definition of Family violence as stipulated in the *Family Violence Protection Act 2008 (Vic)*. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

41.3 General Measures

- (a) Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- (b) All personal information concerning family violence will be kept confidential in line with Employer Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence.
- (d) The employer will identify contact/s within the School who will be trained in family violence and privacy issues for example training in family violence risk assessment and risk management. The employer will advertise the name of the contact within the School.

41.4 Leave

- (a) An employee experiencing family violence will have access to ten (10) days per year of paid special leave on a pro rata basis for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day (half day, or quarter day) and can be taken without prior approval.
- (b) Leave will not be cumulative
- (c) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

41.5 Individual Support

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing family violence for:
 - (i) changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment within the Employer;
 - (iv) a change to their telephone number or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.

42 REDUNDANCY

42.1 Definition

Redundancy occurs where the School has made a definite decision that the School 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.

- 42.2 The School will discuss with the Employee and their support person the reason(s) for proposed terminations and any measures to avoid or minimise the terminations together with any measures to mitigate any adverse effects of any terminations, provided that confidential information inimical to the School's interests will not be disclosed.
- 42.3 Where the School has made a definite decision that it no longer wishes the job the Employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the School will hold discussions with the Employee directly affected by Clause 41 and a nominee of his or her choice.
- 42.4 The School will hold discussions as soon as practicable and reasonable after the school has made a definite decision and provide written notice to the affected employee regarding the outcome of the discussions.
- 42.5 Where an employee is identified for termination of employment, the School will provide all details pertaining to their entitlements and will pay for one consultation with a registered out placement counsellor from a list provided by the School

42.6 Transfer to lower paid duties

- 42.6.1 The School 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.
- 42.6.2 The School may, at the School'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.

42.7 Notification of Allotment Change

Where the School alters a part time teacher's allotment for any subsequent year, the School will give a minimum of 7 weeks' notice. An offer of redundancy will be given if a load is decreased by more than 25% of the current part time load.

42.8 Severance Pay

- 42.8.1 The following severance pay scale will apply instead of the scale provided for by Part 2 -2 Division 11 of the FW Act:

| <u>Period of Continuous Service</u> | <u>Severance 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 | 8 weeks |
| 4 years and less than 5 years | 10 weeks |
| 5 years and less than 6 years | 12 weeks |
| 6 years and less than 8 years | 14 weeks |
| 8 years and over | 2 weeks for each year of service capped at 20 weeks in total |

42.9 Employee leaving during notice period

42.9.1 An Employee whose employment is terminated by reason of redundancy may terminate the contract of employment during the period of notice.

42.9.2 An Employee who terminates the contract of employment under clause 41.9.1 is entitled to the same benefits and payments under this clause had the Employee remained with the School until the expiry of such notice. However, in this circumstance, the Employee is not entitled to payment in lieu of notice.

42.10 Alternative employment

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

42.11 Job search entitlement

42.11.1 During the period of notice given by the School 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.

42.11.2 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 School, be required to produce proof of attendance at an interview.

42.11.3 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 School's request.

42.11.4 For the purpose of clause 41.11.2 and 41.11.3 of this Agreement, a statutory declaration will be sufficient proof.

42.11.5 This clause does not apply where employment is terminated as a consequence of conduct that justifies summary dismissal or to Employees engaged upon a qualifying period or to Employees engaged for a specific period of time or to complete a specific task or tasks.

43 TERMINATION OF EMPLOYMENT

43.1 Termination by the School

43.1.1 The School may terminate an Employee's employment for reasons of redundancy, unsatisfactory performance and/or unsatisfactory conduct.

43.2 Unsatisfactory Performance

43.2.1 Where termination of employment may take place for reasons related to performance, the School will undertake a process that includes the provisions outlined in 42.3 and 42.4 (Due Process).

43.3 Commencement of Due Process

43.3.1 Due process will commence with the School advising the Employee in writing of:

- the School's concerns with the Employee's performance;
- the time, date and place of the first due process meeting;
- the Employee's right to be accompanied by a nominee of the Employee's choice at all due process meetings;
- the School's right to terminate the employment should due process not resolve the School's concerns.

43.4 Due Process Meetings

43.4.1 Due process meetings will:

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

43.5 Unsatisfactory Conduct

43.5.1 Where termination of employment may take place for reasons related to unsatisfactory conduct, the School will investigate the alleged misconduct, provide the employee with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the School. Where an issue of misconduct is to be investigated, an Employee is entitled to be accompanied by a nominee of the Employee's choice. Disciplinary action may include termination of the Employee's employment.

43.6 Statement of Service

43.6.1 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:

- the period of employment;
- the classification of, or type of work performed by the employee.

44 ACCIDENT PAY

44.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), 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.

44.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), then:

44.2.1 the Employee accrues the following entitlements only during the period of accident make-up pay:

44.2.1.1 annual leave; or

44.2.1.2 paid personal/carer's leave; and

44.2.2 the Employee is not entitled to any additional payment or benefit in respect of any Non-Term Weeks (if the Employee is a Teacher or a School Assistant) which fall during the period that the Employee is in receipt of weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2103 (Vic)*.

45 BREAKAGE AND LOSS

45.1 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.

46 RESPONSIBILITY ALLOWANCES

46.1 A responsibility allowance will be paid to an Employee where the School requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Employees by the School.

46.2 An allowance is linked to a position of responsibility rather than tied to an individual Employee.

46.3 The Principal determines who is eligible for a responsibility allowance.

46.4 The Principal will provide written advice to an Employee in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.

46.5 Where the position of responsibility is shared, then payments may also be shared.

46.6 Responsibility Allowances are set out in Schedule D.

47 CAMP ALLOWANCE

47.1 Employees attending overnight whole year level camps or other curriculum based camps for years Prep – Year 12 are entitled to payment of an allowance of A\$90 per night.

47.2 Employees other than the Director of Rowing and Head Rowing Coach who accompany extracurricular activities will qualify for the camp allowance.

47.3 Overseas Exchange Trips / Cultural Trips

47.3.1 An allowance of A\$90 per night will be paid only where an Employee is required to fully supervise students and is required to stay with students as part of a student activity or trip.

48 PROTECTIVE CLOTHING

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

49 VEHICLE ALLOWANCE

49.1 An employee required to use the employee's motor vehicle in the performance of duties will be paid the following allowances:

49.1.1 Motor car – the Australian Tax Office rate current at the time of the travel with no maximum kilometres per week

49.1.2 Motor Cycle – the Australian Tax Office rate current at the time of the travel with no maximum kilometres per week.

50 LAURISTON PROFESSIONAL RECOGNITION PROGRAM

- 50.1 All Employees will take part in the Lauriston Girls' School Professional Recognition Program.
- 50.2 The Professional Recognition Program provides principles and processes which help to ensure that our teaching, learning practice and School support practices embody our mission and reflects our values. The program is a formative process.
- 50.3 The program will be reviewed no more than once each school year.
- 50.4 If required to participate in the Professional Recognition Program, the employee will be provided with advance notice of their involvement in any interview and will be given an opportunity to provide supporting documentation.

51 SALARY ADJUSTMENTS RELEVANT TO THIS AGREEMENT

- 51.1 Salaries for all Employees will be increased by 3.5% in 2019; 3.25% in 2020, 3.25% in 2021
- 51.2 An initial salary increase of 3.25% will be made in 2022 with the option to increase salaries by up to an additional 0.5% provided that the audited K-12 enrolment numbers are at 1060 at Census date.

51.3

PART FIVE – CONDITIONS OF EMPLOYMENT FOR TEACHERS

52 DEFINITION

52.1 For the purposes of the Part, "Employee" means a Teacher which includes a School Teacher or Early Childhood Teacher but excludes person employed as a Sessional (itinerant) Music Teacher.

53 TEACHERS

53.1 Four year trained registered Teachers with no prior experience will commence at Level 1 and will progress to Level 10 in annual increments on the anniversary of the teacher's teaching appointment, or in the case of non-continuous service, after the equivalent of a school year.

53.2 A teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

54 CLASSIFICATIONS AND SALARIES

54.1 Schedule A to this Agreement sets out the salary and classification structure for Teachers employed by the Employer. Schedule A replaces salaries provided for in the Teachers Award.

55 HOURS OF WORK

55.1 The School will determine the ordinary full time face to face class room teaching hours per week of a teacher. The maximum is deemed to be 18.75 hours per week secondary, 21 hours per week primary and 21 hours per week for an Early Childhood Teacher.

55.2 This section will only apply where a teacher is also employed to take instrumental music lessons in addition to other teaching duties. This section does not apply to sessional music teachers. Where this section applies, the fraction of a teacher's load that relates to instrumental teaching only shall be calculated as a maximum of 27.5 hours per week as a full time equivalent role.

55.3 The School may require a Full Time Teacher to participate in all aspects of the school programme as required by the School including, but not limited to, pastoral care, co-curriculum activities, assembly, grounds duty and staff meetings.

55.4 The pro-rata salary for a Part Time Teacher is calculated using a formula based on the Employee's hours of face to face teaching over the hours of a Full Time Teacher's ordinary face to face teaching. For the purpose of this formula, the maximum hours of a Full Time Teacher's face to face teaching is deemed to be 18.75 hours per week secondary (Armadale), 14 hours per week secondary (Howqua), 21 hours per week primary and 21 hours per week for an Early Childhood Teacher.

55.5 The School may require a Part Time Teacher to fulfil the same aspects of the school programme and duty requirements (including, but not limited to, pastoral care, co-curriculum activities, assembly, grounds duty and staff meetings) as a full time teacher but on a pro rata basis.

55.6 The School will endeavour to notify Part time teachers as early as possible in Term 4 if there is a proposed variation of their load for the next school year.

55.7 Part time staff - Attendance outside rostered days

55.7.1 A Part Time Teacher may be requested to attend the School on days which fall outside the usual part time rostered days, where this occurs, a Part Time Teacher will be paid the hourly rate plus a loading of 25 percent for the required attendance time.

55.7.2 The loading paid to a Part Time Teacher is in lieu of the following entitlements under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- school holidays
- leave loading
- public holidays
- paid personal/carer's leave
- paid compassionate leave
- accident make-up pay

55.7.3 A Part Time Teacher must submit a completed time sheet authorised by the Principal, Deputy Principal - Head of Senior School, Vice Principal - Head of Junior School, or Director- Lauriston Institute and HR (Teaching) in order for payment to be made under this clause.

56 PROFESSIONAL PRACTICE TIME

56.1 For the period of this agreement each full time teacher will be provided with professional practice release time to focus on the development, delivery and review of quality teaching and learning strategies and materials. This process will be managed through regular professional development protocols and recorded on EMS 360

56.2 Part time will have a pro rata entitlement to professional practice time

56.3 For 2019 the equivalent of one day (7.5 hours) will be provided and thereafter in each year of the life of the agreement the equivalent of two days (15 hours) will be provided

56.4 For each of the other school years (2020-2022 inclusive) of the agreement the school will nominate one of the two days in the school calendar and place this day so as to provide workload relief. The second day will be decided between the teacher and the school having regard to the organisational needs of the school. The work undertaken will be consistent with school priorities and for the period of this agreement work undertaken in planning, assessment, course development, production of teaching materials, networking and professional learning will be seen as appropriate activities.

57 ANNUAL LEAVE

57.1 Annual leave is in accordance with the NES (division 6 of part 2.2 of the Act), except where more favourable terms are provided in this Part.

57.2 This clause does not seek to reproduce Division 6 of Part 2.2 of the Act in full.

57.3 A Teacher is entitled to four (4) weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

57.4 A Teacher must take their annual leave entitlement during the non-attendance time periods following the end of Terms 1, 2, 3 and 4 each year. The non-attendance time periods may differ for individual teachers depending on work commitments and activities.

57.5 A Teacher will take all accrued annual leave during non-attendance time.

58 MEAL ALLOWANCE

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

59 TERMINATION

59.1 Notice of termination by the School

59.1.1 Where the Employee has continuous service with the School beyond the minimum employment period, the School will give seven (7) weeks' notice in writing, wholly within the one school term or full payment in lieu. The School will provide one full term's notice where possible.

59.1.2 Where the Employee is currently within their minimum employment period with the School, the School will give the period of notice as specified by clause 23.3 in writing or payment in lieu. The period of notice in clause 23.3 will not apply to:

- Employees dismissed summarily;
- Replacement Employees;
- Specified Term Employees; or
- Emergency Employees.

59.1.3 Payment in lieu of notice 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 School making payment for the remainder of the period of notice.

59.1.4 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.

59.2 Notice of Termination by the Employee

59.2.1 Where the Employee has continuous service with the School beyond the minimum employment period, and where the Employee wishes to resign from the School, the Employee will provide a minimum of seven (7) weeks' notice in writing, wholly within the one school term. The Employee is requested to provide one full term's notice where possible.

59.2.2 Where the Employee is currently within their minimum employment period with the School, the Employee will give the period of notice as specified by clause 23.2.

59.2.3 If an employee fails to give the notice specified in clause 59.1.1 or 59.1.2 the Employer may withhold from any monies due to the Employee on termination

under this agreement, award or the NES, an amount equal to the ordinary amount of pay for the period of the notice not given.

60 CASUAL RELIEF TEACHER

- 60.1 The School may engage a Teacher or Early Childhood Teacher on a daily or half day basis to fill in for a teacher who is absent from duty.
- 60.2 A Casual Relief Teacher 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 Casual Relief Teacher and the School.
- 60.3 The School can require a Casual Relief Teacher to undertake the full teaching load and extracurricular duties of the Employee who is absent from duty.
- 60.4 A Casual Relief Teacher will be paid not less than the rates of pay as set out in Schedule A.
- 60.5 A Casual Relief Teacher is not entitled to the following entitlements under this Agreement:
- notice of termination of employment
 - redundancy
 - remuneration packaging
 - school holidays
 - leave loading
 - public holidays
 - paid personal/carer's leave
 - paid compassionate leave
 - long service leave
 - accident make-up pay
 - parental leave

PART SIX – CONDITIONS OF EMPLOYMENT FOR TEACHER ASSISTANTS

61 DEFINITION

- 61.1 For the purposes of this Part, "Employee" means Teacher Assistant, Howqua Assistant or Early Childhood Assistant (Co-educator).

62 SALARIES

- 62.1 Schedule B to this Agreement sets out the salary and classification structure for Teacher Assistants employed by the Employer. Schedule B replaces salaries provided for in the General Staff Award.

63 HOURS OF WORK

- 63.1 The hours of work for a full-time Teacher Assistant who is not employed under a leave without pay arrangement pursuant to clause 11 of the General Staff Award are 37.5 hours per week and may be averaged over a six month period.

- 63.2 The hours of work for a part-time Teacher Assistant who is not employed under a leave without pay arrangement pursuant to clause 11 of the General Staff Award may be averaged over a six (6) month period.
- 63.3 The ordinary hours of work for a Teacher Assistant (excluding a Howqua Assistant) may be worked on 10 days out every 14 day cycle.
- 63.4 The ordinary hours of work for a Teacher Assistant (excluding a Howqua Assistant) will be performed on any day Monday to Friday between 7:00 am and 7:00 pm.
- 63.5 The ordinary hours of work for a Howqua Assistant may be worked on 11 days out every 14 day cycle.
- 63.6 The ordinary hours of work for a Howqua Assistant will be performed on any day Monday to Sunday between 7:00 am and 7:00 pm.
- 63.7 Where there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.
- 63.8 An exception to clause 59.4 is where the ordinary hours of work specified by the General Staff Award provides for the ordinary hours of work of a General Staff Employee to be performed on a weekend, in which case the provisions of the General Staff Award will prevail over this clause.

64 ANNUAL LEAVE

- 64.1 Annual leave is in accordance with the NES (division 6 of part 2.2 of the Act), except where more favourable terms are provided in this Part.
- 64.2 This clause does not seek to reproduce Division 6 of Part 2.2 of the Act in full.
- 64.3 A full time Teacher Assistant is entitled to four (4) weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 64.4 A part-time Teacher Assistant is entitled to paid annual leave on a pro-rata basis based on their rostered hours of work.
- 64.5 A Teacher Assistant must take their annual leave entitlement during the non-attendance time (non-term week) periods following the end of Terms 1, 2, 3 and 4 each year. The non-attendance time periods may differ for individual Teacher Assistants depending on work commitments and activities.
- 64.6 A Teacher Assistant will take all accrued annual leave during non-attendance (non term) time.

65 SCHOOL HOLIDAYS

- 65.1 A Teacher Assistant is entitled to School Holidays, which is inclusive of the annual leave in clause 64.
- 65.2 The salary for a Teacher Assistant in Schedule B takes this period of additional leave into account.
- 65.3 A Teacher Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

65.4 A Teacher Assistant may be required to work during non-term periods and this will be specified in their contract of employment or agreed in writing during a period of employment. In this situation, the employee's salary will be adjusted to take into consideration the additional weeks worked.

66 ANNUALISED SALARIES

66.1 Annual Salary Instead of Award Provisions

66.1.1 The Employer and an Employee may agree that the Employer will pay an Employee an annual salary in satisfaction of any or all of the following provisions of the General Staff Award and/or Agreement:

- Schedule B to this Agreement —Minimum weekly wages;
- Clause 16 – General Staff Award —Allowances;
- Clauses 25, 26 and 27 - General Staff Award —Shift work, penalty rates, and overtime

66.2 Where an annual salary is paid, the Employer must advise the Teacher Assistant in writing of the annual salary that is payable and which of the provisions of this Agreement and the Award will be satisfied by payment of the annual salary.

66.2.1 The payment of an annualised salary will be based on projected rosters for the School Year worked out prior to the commencement of the School Year. The Employer will calculate an annual salary which will compensate the Employee appropriately for the entitlements in 62.1.1 that the Teacher Assistant would have earned if there was no annualised salary paid.

66.2.2 Where there is subsequently a variation to the projected roster which would result in the Teacher Assistant being entitled to any of the provisions specified in 62.1.1, the Employee will be paid the applicable entitlement in the next pay period in addition to the agreed annualised salary.

66.3 Annual Salary Not To Disadvantage Employees

66.3.1 The annual salary must be no less than the amount the teacher Assistant would have received under this Agreement and the Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over such lesser period that has been worked).

66.3.2 The annual salary of the Teacher Assistant must be reviewed by the Employer at least annually to ensure that the compensation is appropriate having regard to the Agreement and Award provisions which are satisfied by the payment of the annual salary.

67 MEAL ALLOWANCE

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

68 TERMINATION

68.1 Notice of termination by the School

68.1.1 Where the Teacher Assistant has continuous service with the School beyond the minimum employment period, the School will give seven (7) weeks' notice in writing, wholly within the one school term or full payment in lieu. The School will provide one full term's notice where possible.

68.1.2 Where the Teacher Assistant is currently within their minimum employment period with the School, the School will give the period of notice as specified by clause 23.3 in writing or payment in lieu. The period of notice in clause 23.3 will not apply to:

- Employees dismissed summarily;
- Replacement Employees;
- Specified Term Employees; or
- Emergency Employees.

68.1.3 Payment in lieu of notice 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 School making payment for the remainder of the period of notice.

68.1.4 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.

68.2 Notice of Termination by the Employee

68.2.1 Where the Employee has continuous service with the School beyond the minimum employment period, and where the Employee wishes to resign from the School, the Employee will provide a minimum of seven (7) weeks' notice in writing, wholly within the one school term. The Employee is requested to provide one full term's notice where possible.

68.2.2 Where the Employee is currently within their minimum employment period with the School, the Employee will give the period of notice as specified by clause 23.3.

68.2.3 If an employee fails to give the notice specified in clause 64.2.1 or 64.2.2 the Employer may withhold from any monies due to the Employee on termination under this agreement, award or the NES, an amount equal to the ordinary amount of pay for the period of the notice not given.

PART SEVEN – CONDITIONS OF EMPLOYMENT FOR EDUCATION SUPPORT EMPLOYEES

69 DEFINITION

69.1 For the purposes of this Part, "Employee" means Education Support Staff Employee but excludes Sessional (itinerant) Music Teachers, Sports Coaches, Aquatics / Learn to Swim Staff and Child Care (Long Day Care ie. Sutherland House) Employees.

70 SALARIES

70.1 Schedule C to this Agreement sets out the salary and classification structure for Education Support Staff employed by the Employer. Schedule C replaces salaries provided for in the General Staff Award.

71 GRADE / LEVEL PROGRESSION

71.1 An Employee without relevant School experience will commence at Grade x.1 in the first year of employment. After completion of 12 months service the Employee will progress to Grade x.2 where x is the grade allocated to the Employee.

71.2 An Employee employed on an Full time equivalent load of 40 per cent or less of will

be required to complete 24 months' service before progressing to the next level.

72 HOURS OF WORK

- 72.1 The hours of work for a full-time School Administration Services Employee, School Operations (Property) Services Employee, School Operations (Cleaning) Services Employee School Operations (Security / Caretaking) Services Employee or School Operations (Retail) Services Employee who is not employed under a leave without pay arrangement pursuant to clause 11 of the General Staff Award are 37.5 per week and may be averaged over a six month period.
- 72.2 The hours of work for a full-time **Nursing Services Employee** are 38 per week and may be averaged over a six month period.
- 72.3 The hours of work for a full-time **School Operations (Catering) Services Employee** employed in Grade 4 (advanced cook), Grade 5 (chef) or Grade 6 (Senior chef) are 38 per week and may be averaged over a six month period.
- 72.4 The hours of work for a part-time Employee who is not employed under a leave without pay arrangement pursuant to clause 11 of the General Staff Award may be averaged over a six (6) month period.
- 72.5 The ordinary hours of work for a **School Administration Services Employee** will be performed on any day Monday to Friday between 7:00 am and 7:00 pm.
- 72.6 The ordinary hours of work for a **School Operations (Property) Services Employee** will be performed on any day Monday to Friday between 5:30 am and 5:30 pm.
- 72.7 The ordinary hours of work for a **School Operations (Cleaning) Services Employee** will be performed on any day Monday to Friday between 10:00 am and 10:30 pm
- 72.8 The ordinary hours of work for a **School Operations (Security / Caretaking) Services Employee** will be performed on any day Monday to Sunday between 6:00am and 6:00pm.
- 72.9 The ordinary hours of work for a **School Operations (Catering) Services Employee** will be performed on any day Monday to Friday between 7:00 am and 7:00 pm.
- 72.10 The ordinary hours of work for a **School Operations (Retail) Services Employee** will be performed on any day Monday to Friday between 7:00 am and 6:00 pm.
- 72.11 The ordinary hours of work for a **Nursing Services Employee** will be performed on any day Monday to Friday between 7:00 am and 7:00 pm.
- 72.12 Where there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged. The arrangement will be recorded in writing.

73 ANNUAL LEAVE

- 73.1 Annual leave is as provided for in the NES (division 6 of part 2.2 of the Act), except where more favourable terms are provided in this Part.

- 73.2 This clause does not seek to reproduce Division 6 of Part 2.2 of the Act in full.
- 73.3 A full time Education Support Staff Employee is entitled to five (5) weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 73.4 A part-time Education Support Staff Employee is entitled to paid annual leave on a pro-rata basis based on their rostered hours of work.
- 73.5 Unless otherwise agreed by the Principal or their delegate, annual leave must be taken during non-term weeks (following the end of Terms 1, 2, 3 and 4 each year) and/or any School shutdown periods defined by the School.
- 73.6 The taking of annual leave must be agreed in advance with the Principal or their delegate.
- 73.7 Unused annual leave is cumulative and annual leave may be taken for part of a single day (ie. Half day or full day (to be rounded up)).
- 73.8 An Employee must not accrue annual leave in excess of eight (8) weeks. If the Principal and Employee cannot agree on the timing of annual leave the Principal may direct when annual leave is to be taken.
- 73.9 Requests for annual leave for periods in excess of four (4) weeks must be in writing and be directed to the Principal.

74 PENALTY RATES / OVERTIME RATES

- 74.1 For the purposes of this Agreement, this Clause 74 operates instead of Clause 26 - Penalty Rates and Clause 27 - Overtime of the Award.
- 74.2 An Employee required to work ordinary time on a Saturday or Sunday, that is, work performed within the ordinary or rostered hours of work will be paid as detailed in Schedule C2.
- 74.3 An employee required to work overtime, that is, work performed outside or in excess of the ordinary or rostered hours of work must have these additional hours authorised by the Principal or Business Manager prior to the additional hours being worked.
- 74.4 For a full time employee, where overtime hours have been approved as per Clause 74.3, an employee will be paid overtime for all authorised work performed outside or in excess of the ordinary or rostered hours of work as detailed in Schedule C.
- 74.4.1 From time to time a Part time Employee may be required to work reasonable additional hours in accordance with Clause 22.4 of the General Staff award. The Part time Employee will be paid at their ordinary hourly rate plus a loading of 25 percent for the required attendance time. A Part time employee in receipt of the loading under this clause is not entitled to the following entitlements on the reasonable additional hours under this Agreement:
- notice of termination of employment
 - redundancy
 - remuneration packaging
 - school holidays
 - leave loading
 - public holidays

- paid personal/carer's leave
- paid compassionate leave
- accident make-up pay

74.4.2 Part time staff must submit a completed time sheet for additional hours authorised by the Principal or Business Manager in order for payment to be made.

74.5 Penalty rates and overtime rates within Clause 74 are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.

74.6 An employee and an employer may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside or in excess of the ordinary or rostered hours.

74.7 Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

74.8 Where an employee and an employer have agreed to time off instead of overtime payment under clause 74.6 and such time has not been taken:

(a) Within four weeks of accrual: or

(b) during the non term weeks agreed in writing between an employee and employer;

an employer must if requested by an employee, provide payment at the relevant overtime rate specified in this agreement, for any overtime worked.

75 RESPONSIBILITY ALLOWANCES

75.1 A responsibility allowance will be paid to an Employee where the School requires the performance of administrative, pastoral care and/or leadership duties additional to those usually required of an Employee in that particular Grade.

75.2 An allowance is linked to a position of responsibility rather than tied to an individual Employee.

75.3 The Principal determines who is eligible for a responsibility allowance.

75.4 The Principal will provide written advice to an Employee in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.

75.5 Where the position of responsibility is shared, then payments may also be shared.

75.6 Responsibility Allowances are set out in Schedule E.

76 ANNUALISED SALARIES

76.1 Annual Salary Instead of Award Provisions

76.1.1 The Employer and an Employee may agree that the Employer will pay an Employee an annual salary in satisfaction of any or all of the following provisions of the Agreement and / or the General Staff Award (if this Agreement is silent on the issue):

- Schedule A to this Agreement —Salaries;

- Schedule B to this Agreement – Penalty / Overtime rates;
- Clause 16 – General Staff Award — Allowances (that are not specifically listed in this Agreement)

76.2 Where an annual salary is paid the Employer must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Agreement and the Award will be satisfied by payment of the annual salary.

76.2.1 The payment of an annualised salary will be based on projected rosters for the School Year worked out prior to the commencement of the School Year. The Employer will calculate an annual salary which will compensate the Employee appropriately for the entitlements in 76.1.1 that the Employee would have earned if there was no annualised salary paid.

76.2.2 Where there is subsequently a variation to the projected roster which would result in the Employee being entitled to any of the provisions specified in 76.1.1, the Employee will be paid the applicable entitlement in the next pay period in addition to the agreed annualised salary.

76.3 Annual Salary Not To Disadvantage Employees

76.3.1 The annual salary must be no less than the amount the Employee would have received under this Agreement and the Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over such lesser period that has been worked).

76.3.2 The annual salary of the Employee must be reviewed by the Employer at least annually to ensure that the compensation is appropriate having regard to the Agreement and Award provisions which are satisfied by the payment of the annual salary.

77 MEAL ALLOWANCE

77.1 This clause applies instead of the relevant clause in the General Staff Award.

77.2 The Employer will supply an Employee with a meal should the School require an Employee to remain at school continuously for more than 9 hours and remain at School after 7pm on any day.

78 SLEEPOVER ALLOWANCE

78.1 This clause applies instead of the relevant clause in the General Staff Award.

78.2 Where a nursing service employee is required to sleepover on the Employer's premises or at a school camp site for a period outside of the Employee's normal rostered hours of duty, the Employer will pay a sleepover allowance of A\$80 per night.

79 FIRST AID ALLOWANCE

79.1 This clause applies instead of the relevant clause in the General Staff Award.

79.2 An Employee who is designated by the Employer to be First Aid trained and perform first aid duty as part of their position will be paid an allowance of \$600 per annum.

79.3 Clause 75.2 does not apply to:

- (a) A nurse;

- (b) An employee exclusively employed as a first aid officer; or
- (c) An employee whose appointment to the position of first aid officer as part of their role has been taken into account in classifying their position.

80 UNIFORM / PROTECTIVE CLOTHING ALLOWANCE

- 80.1 This clause applies instead of the relevant clause in the General Staff Award.
- 80.2 Where an employer requires an employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the employee's duties, the employer will provide the uniform or protective clothing, which includes the maintenance of the items
- 80.3 Where an employee is required to work in the rain they will be supplied with adequate rainproof clothing.

81 TERMINATION

81.1 Notice of termination by the School

- 81.1.1 Where the Employee has continuous service with the School beyond the minimum employment period, the School will give four (4) weeks' notice in writing. The 4 week notice period excludes any period of paid or unpaid leave to be taken by the Employee after the notice of termination has been provided by the Employer to the Employee.
- 81.1.2 If the Employee is over 45 years old, and has completed at least two years of service at the end of the day notice is given, the Employee will be given an additional one week's notice.
- 81.1.3 The Employer will provide 6 weeks' notice where possible.
- 81.1.4 Where the Employee is currently within their minimum employment period with the School, the School will give the period of notice as specified by clause 23.3 in writing or payment in lieu. The period of notice in clause 23.3 will not apply to:
- Employees dismissed summarily;
 - Casual Employees.
- 81.1.5 Payment in lieu of notice 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 School making payment for the remainder of the period of notice.
- 81.1.6 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.

81.2 Notice of Termination by the Employee

- 81.2.1 Where the Employee has continuous service with the School beyond the minimum employment period, and where the Employee wishes to resign from the School, the Employee will provide a minimum of four (4) weeks' notice in writing. The 4 week notice period excludes any period of paid or unpaid leave to be taken by the Employee after the notice of termination has been provided by the Employee.
- 81.2.2 The Employee will provide 6 weeks' notice where possible.

81.2.3 Where the Employee is currently within their minimum employment period with the School, the Employee will give the period of notice as specified by clause 23.3.

81.2.4 If an employee fails to give the notice specified in clause 81.2.1 or 81.2.2 the Employer may withhold from any monies due to the Employee on termination under this agreement, award or the NES, an amount equal to the ordinary amount of pay for the period of the notice not given.

82 STAFF APPRAISAL PROGRAM

82.1 All Education Support Staff Employees will take part in the Lauriston Girls' School Staff Appraisal Program.

82.2 The Staff Appraisal Program provides principles and processes which help to ensure that our teaching and learning practice embodies our mission and reflects our values. The program is a formative process.

82.3 The program will be reviewed no more than once each school year.

82.4 If required to participate in the Staff Appraisal Program, the Employee will be provided with advance notice of their involvement in any interview and will be given an opportunity to provide supporting documentation.

PART SEVEN – CONDITIONS OF EMPLOYMENT FOR CHILDCARE (LONG DAY CARE IE. SUTHERLAND HOUSE) EMPLOYEES

83 DEFINITION

83.1 For the purposes of this Part, "Employee" means Childcare (long day care) Employees including all staff employed at the Childcare centre currently known as Sutherland House.

84 SALARIES

84.1 Schedule D to this Agreement sets out the salary and classification structure for Childcare Employees employed by the Employer. Schedule D replaces salaries provided for in the General Staff Award and the Children's Services Award.

85 GRADES / LEVEL PROGRESSION

85.1 An Employee will be allocated to a particular grade based on the role requirement and minimum qualification required for that role.

86 HOURS OF WORK

86.1 The hours of work for a full-time Childcare Employee are 38 per week and may be averaged over a fortnight.

86.2 The ordinary hours of work for a Childcare employee will be performed on any day Monday to Friday between 6.45 am and 6.45 pm.

86.3 Where there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged. The arrangement will

be recorded in writing.

87 ROSTERED DAYS OFF

- 87.1 An employer and employee may agree that the ordinary hours of work provided by clause 86—Ordinary hours of work will be worked over 19 days in each four week period, in which case the following provisions will apply.
- 87.2 The employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- 87.3 An employee will accrue 24 minutes for each eight hour day worked to give the employee an entitlement to take rostered days off.
- 87.4 Each day of paid leave taken by an employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause 87
- 87.5 Rostered days off will not be regarded as part of the employee's annual leave for any purpose.
- 87.6 An employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 87.7 An employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 87.2.
- 87.8 An employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 87.2.
- 87.9 Rostered days off will be determined by mutual agreement between the employer and the employee, having regards to the needs of the place of employment.
- 87.10 An employee will be advised by the employer at least four weeks in advance of the day on which the employee is to be rostered off duty.

88 ANNUAL LEAVE

- 88.1 Annual leave is as provided for in the NES (division 6 of part 2.2 of the Act), except where more favourable terms are provided in this Part.
- 88.2 This clause does not seek to reproduce Division 6 of Part 2.2 of the Act in full.
- 88.3 A full time Childcare Employee is entitled to five (5) weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 88.4 A part-time Childcare Employee is entitled to paid annual leave on a pro-rata basis based on their rostered hours of work.
- 88.5 Unless otherwise agreed by the Principal or their delegate, annual leave must be taken during any School shutdown periods defined by the School.
- 88.6 Annual leave will be determined by mutual agreement between the employer and the

employee, having regards to the needs of the place of employment.

- 88.7 The taking of annual leave must be agreed in advance with the Principal or their delegate.
- 88.8 Unused annual leave is cumulative and annual leave may be taken for part of a single day (ie. Half day or full day (to be rounded up)).
- 88.9 An Employee must not accrue annual leave in excess of eight (8) weeks. If the Principal and Employee cannot agree on the timing of annual leave the Principal may direct when annual leave is to be taken.
- 88.10 Requests for annual leave for periods in excess of four (4) weeks must be in writing and be directed to the Principal or their delegate.

89 PENALTY RATES / OVERTIME RATES

- 89.1 For the purposes of this Agreement, this Clause 89 operates instead of Clause 26 - Penalty Rates and Clause 27 - Overtime of the Award.
- 89.2 An employee required to work overtime, that is, work performed outside or in excess of the ordinary or rostered hours of work must have these additional hours authorised by the Principal, Business Manager or their delegate prior to the additional hours being worked.
- 89.3 For a full time employee, where overtime hours have been approved as per Clause 89.2, an employee will be paid overtime for all authorised work performed outside or in excess of the ordinary or rostered hours of work as detailed in Schedule C.
- 89.3.1 From time to time a Part time Employee may be required to work reasonable additional hours in accordance with Clause 22.4 of the General Staff award. The Part time Employee will be paid at their ordinary hourly rate plus a loading of 25 percent for the required attendance time. A Part time employee in receipt of the loading under this clause is not entitled to the following entitlements on the reasonable additional hours under this Agreement:
- notice of termination of employment
 - redundancy
 - remuneration packaging
 - school holidays
 - leave loading
 - public holidays
 - paid personal/carer's leave
 - paid compassionate leave
 - accident make-up pay
- 89.3.2 Part time staff must submit a completed time sheet for additional hours authorised by the Principal or Business Manager in order for payment to be made.
- 89.4 Penalty rates and overtime rates within Schedule D are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.
- 89.5 An employee and an employer may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed

outside or in excess of the ordinary or rostered hours.

89.6 Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

89.7 Where an employee and an employer have agreed to time off instead of overtime payment under clause 89.5 and such time has not been taken:

(c) Within four weeks of accrual: or

(d) during the non term weeks agreed in writing between an employee and employer;

an employer must if requested by an employee, provide payment at the relevant overtime rate specified in this agreement, for any overtime worked.

90 ANNUALISED SALARIES

90.1 Annual Salary Instead of Award Provisions

90.1.1 The Employer and an Employee may agree that the Employer will pay an Employee an annual salary in satisfaction of any or all of the following provisions of the Agreement and / or the General Staff Award (if this Agreement is silent on the issue):

- Schedule A to this Agreement —Salaries;
- Schedule B to this Agreement – Penalty / Overtime rates;
- Clause 16 – Children’s Services Award — Allowances (that are not specifically listed in this Agreement)

90.2 Where an annual salary is paid the Employer must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Agreement and the Award will be satisfied by payment of the annual salary.

90.2.1 The payment of an annualised salary will be based on projected rosters for the School Year worked out prior to the commencement of the School Year. The Employer will calculate an annual salary which will compensate the Employee appropriately for the entitlements in 90.2.1 that the Employee would have earned if there was no annualised salary paid.

90.2.2 Where there is subsequently a variation to the projected roster which would result in the Employee being entitled to any of the provisions specified in 90.2.1, the Employee will be paid the applicable entitlement in the next pay period in addition to the agreed annualised salary.

90.3 Annual Salary Not To Disadvantage Employees

90.3.1 The annual salary must be no less than the amount the Employee would have received under this Agreement and the Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over such lesser period that has been worked).

90.3.2 The annual salary of the Employee must be reviewed by the Employer at least annually to ensure that the compensation is appropriate having regard to the Agreement and Award provisions which are satisfied by the payment of the annual salary.

91 MEAL ALLOWANCE

91.1 This clause applies instead of the relevant clause in the General Staff Award.

91.2 The Employer will supply an Employee with a meal should the School require an Employee to remain at school continuously for more than 9 hours and remain at School after 7 p.m. on any day.

92 TERMINATION

92.1 Notice of termination by the School

92.1.1 Where the Employee has continuous service with the School beyond the minimum employment period, the School will give four (4) weeks' notice in writing. The 4 week notice period excludes any period of paid or unpaid leave to be taken by the Employee after the notice of termination has been provided by the Employer to the Employee.

92.1.2 If the Employee is over 45 years old, and has completed at least two years of service at the end of the day notice is given, the Employee will be given an additional one week's notice.

92.1.3 The Employer will provide 6 weeks' notice where possible.

92.1.4 Where the Employee is currently within their minimum employment period with the School, the School will give the period of notice as specified by clause 23.3 in writing or payment in lieu. The period of notice in clause 23.3 will not apply to:

- Employees dismissed summarily;
- Casual Employees.

92.1.5 Payment in lieu of notice 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 School making payment for the remainder of the period of notice.

92.1.6 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.

92.2 Notice of Termination by the Employee

92.2.1 Where the Employee has continuous service with the School beyond the minimum employment period, and where the Employee wishes to resign from the School, the Employee will provide a minimum of four (4) weeks' notice in writing. The 4 week notice period excludes any period of paid or unpaid leave to be taken by the Employee after the notice of termination has been provided by the Employee.

92.2.2 The Employee will provide 6 weeks' notice where possible.

92.2.3 Where the Employee is currently within their minimum employment period with the School, the Employee will give the period of notice as specified by clause 23.3.

92.2.4 If an employee fails to give the notice specified in clause 81.2.1 or 81.2.2 the Employer may withhold from any monies due to the Employee on termination under this agreement, award or the NES, an amount equal to the ordinary amount of pay for the period of the notice not given.

93 STAFF APPRAISAL PROGRAM

- 93.1 All Employees will take part in the Lauriston Girls' School Staff Appraisal Program.
- 93.2 The Staff Appraisal Program provides principles and processes which help to ensure that our practice embodies our mission and reflects our values. The program is a formative process.
- 93.3 The program will be reviewed no more than once each school year.
- 93.4 If required to participate in the Staff Appraisal Program, the Employee will be provided with advance notice of their involvement in any interview and will be given an opportunity to provide supporting documentation.

SCHEDULE A – SALARIES FOR TEACHERS

A1 An Employer will pay a full-time Teacher not less than the annual rate of pay for the Teacher’s classification as specified below. The rates below include leave loading of 1.346%.

| Classification Level | 1-Feb-2019 | 1-Feb-2020 | 1-Feb-2021 | 1-Feb-2022 |
|----------------------|------------|------------|------------|------------|
| | 3.5% | 3.25% | 3.25% | 3.25% |
| | \$ | \$ | \$ | \$ |
| 1 | 79,385 | 81,964 | 84,628 | 87,379 |
| 2 | 84,001 | 86,731 | 89,549 | 92,460 |
| 3 | 86,402 | 89,210 | 92,109 | 95,103 |
| 4 | 88,875 | 91,764 | 94,746 | 97,825 |
| 5 | 91,422 | 94,393 | 97,461 | 100,628 |
| 6 | 94,040 | 97,096 | 100,252 | 103,510 |
| 7 | 97,435 | 100,602 | 103,871 | 107,247 |
| 8 | 101,616 | 104,919 | 108,329 | 111,849 |
| 9 | 107,330 | 110,818 | 114,419 | 118,138 |
| 10 | 114,926 | 118,662 | 122,518 | 126,500 |

A2 Casual Relief Teachers

Casual relief teacher rates 2019 – 2022

| | 1-Feb-2019 | 1-Feb-2020 | 1-Feb-2021 | 1-Feb-2022 |
|----------|------------|------------|------------|------------|
| Full Day | \$370 | \$385 | \$400 | \$420 |
| Half Day | \$185 | \$192 | \$200 | \$210 |

SCHEDULE B – SALARIES FOR TEACHER ASSISTANTS

B1 An Employer will pay a full-time Adult Employee (not required to work during non-term weeks) not less than the annual rate of pay specified for the Employee's classification as specified below. The rates below included leave loading of 1.346%.

| Classification Level | 1-Feb-2019 | 1-Feb-2020 | 1-Feb-2021 | 1-Feb-2022 |
|------------------------|--|-------------|-------------|-------------|
| | 3.5% \$ | 3.25% \$ | 3.25% \$ | 3.25% \$ |
| Level 1 | No qualifications Teacher assistant/ Integration aide | | | |
| 1.1 in the 1st year | 48,314 | 49,884 | 51,505 | 53,179 |
| 1.2 2 or more years | 51,108 | 52,769 | 54,484 | 56,255 |
| Level 2 | Post secondary study (in training) Teacher assistant / integration aide | | | |
| 2.1 in the 1st year | 52,640 | 54,351 | 56,117 | 57,941 |
| 2.2 2 or more years | 53,892 | 55,644 | 57,452 | 59,320 |
| Level 3 | Certificate III Library/ AV/ Lab Technician | | | |
| 3.1 in the 1st year | 56,708 | 58,551 | 60,454 | 62,418 |
| 3.2 or more years | 60,920 | 62,900 | 64,944 | 67,055 |
| Level 4 | Diploma Level 3 plus additional experience / qualifications Senior technician | | | |
| 4.1 in the 1st year | 64,294 | 66,384 | 68,541 | 70,769 |
| 4.2 or more years | 69,376 | 71,631 | 73,959 | 76,362 |
| Level 5 | Level 4 plus Directly supervising at least 2 staff | | | |
| 5.1 in the 1st year | 72,761 | 75,125 | 77,567 | 80,088 |
| 5.2 2 or more years | 74,448 | 76,867 | 79,365 | 81,945 |

B1.1 The descriptors contained within the table contained in Schedule B1 are indicative only and do not establish a mandatory qualification or mandatory requirement to supervise staff in order to be classified at that level.

B1.2 The table contained in Schedule B1 is to operate in conjunction with the work value descriptors contained within Schedule B – Classifications of the Educational Services (Schools) General Staff Award 2010.

SCHEDULE C – SALARIES FOR EDUCATION SUPPORT EMPLOYEES

C1 An Employer will pay a full-time Adult Employee (required to work during non-term weeks) not less than the annual rate of pay specified for the Employee's classification as specified below. The rates below include leave loading and incorporate all allowances included in Clause 16 of the General Staff Award. Specific allowances detailed in this Agreement will be paid in addition to the salaries specified below where applicable.

| Classification Level | 1-Jan-2019 | 1-Jan-2020 | 1-Jan-2021 | 1-Jan-2022 |
|----------------------|------------|-------------|-------------|-------------|
| | 3.5% \$ | 3.25% \$ | 3.25% \$ | 3.25% \$ |
| 1.1 | 43,584 | 45,000 | 46,463 | 47,973 |
| 1.2 | 47,041 | 48,570 | 50,148 | 51,778 |
| 2.1 | 48,428 | 50,002 | 51,627 | 53,304 |
| 2.2 | 51,885 | 53,571 | 55,312 | 57,109 |
| 3.1 | 56,035 | 57,856 | 59,736 | 61,678 |
| 3.2 | 60,185 | 62,141 | 64,161 | 66,246 |
| 3A.1 | 59,502 | 61,436 | 63,433 | 65,494 |
| 3A.2 | 61,572 | 63,573 | 65,639 | 67,773 |
| 4.1 | 65,029 | 67,142 | 69,325 | 71,578 |
| 4.2 | 67,109 | 69,290 | 71,542 | 73,868 |
| 4A.1 | 67,109 | 69,290 | 71,542 | 73,868 |
| 4A.2 | 69,179 | 71,428 | 73,749 | 76,146 |
| 5.1 | 70,566 | 72,860 | 75,228 | 77,673 |
| 5.2 | 72,636 | 74,997 | 77,434 | 79,951 |
| 5A.1 | 74,717 | 77,145 | 79,652 | 82,241 |
| 5A.2 | 76,445 | 78,930 | 81,495 | 84,143 |
| 5B.1 | 81,120 | 83,800 | 86,600 | 89,500 |
| 5B.2 | 83,220 | 86,000 | 88,800 | 91,700 |
| 6.1 | 88,555 | 91,433 | 94,404 | 97,472 |
| 6.2 | 90,625 | 93,570 | 96,611 | 99,751 |
| 7.1 | 92,705 | 95,718 | 98,829 | 102,041 |
| 7.2 | 94,775 | 97,855 | 101,035 | 104,319 |
| 8.1 | 96,162 | 99,287 | 102,514 | 105,846 |
| 8.2 | 98,232 | 101,424 | 104,721 | 108,124 |

C1.2 Classification descriptors

| Administration services | Salary level | Typical roles |
|---|--------------|---|
| grade 1 | 1 | data entry |
| grade 2 | 2 | reception, first aid officer |
| grade 3 | 3 | reception advanced, admin assistant / IT help desk junior |
| grade 4 | 4 | finance officer /mid level Administration / IT help desk senior |
| grade 5 | 5 | EA (senior level ie. JS, SS, Howqua) / finance officer (mid level with CA /CPA qualifications) |
| grade 5A | 5A | operational / budget manager |
| Grade 5B | 5B | operational / budget manager with additional responsibilities |
| grade 6 | 6 | senior finance (high level with CA /CPA qualifications) |
| grade 7 | 7 | senior finance (managerial responsibilities)/ registrar |
| Operational services (property and cleaning) | | |
| grade 1 | 1 | cleaner no qualifications , Apprentice 1st year |
| grade 2 | 2 | cleaner cert I / II, apprentice 2nd / 3rd yr, security/caretaker |
| grade 3 | 3 | tradesperson (qualified) |
| grade 3A | 3A | tradesperson / leading hand cleaning |
| grade 4 | 4 | advanced tradesperson / cleaning supervisor |
| grade 4A | 4A | advanced tradesperson supervisor |
| grade 5 | 5 | advanced tradesperson (Howqua property supervisor) |
| grade 5A | 5A | advanced tradesperson / leading hand property (Armadale) |
| grade 6 | 6 | Maintenance supervisor |
| Operational services (catering) | | |
| grade 1 | 1 | kitchen hand |
| grade 2 | 2 | kitchen hand & cash / non trade qualified cook (incl. breakfast cook) |
| grade 3 | 3 | cook - trade qualified (Average of 37.5 hours when student free days, exeats and camps taken into account) |
| grade 4 | 4 | advanced cook (Average of 37.5 hours when student free days, exeats and camps taken into account) |
| grade 5 | 5 | chef (Average of 37.5 hours when student free days, exeats and camps taken into account) |
| grade 6 | 6 | senior chef / catering manager (Average of 37.5 hours when student free days, exeats and camps taken into account) |
| Operational services (retail) | | |
| grade 1 | 1 | shop assistant |
| grade 2 | 2 | shop assistant |
| grade 3 | 3 | shop assistant |
| grade 4 | 4 | retail manager |
| Average of 38 hours when student free days, exeats and camps taken into account | | |
| Nursing services | | |
| grade 1 | 6 | school nurse |
| grade 2 | 7 | school nurse |

| | | |
|---------|---|-----------------|
| grade 3 | 8 | nurse in charge |
|---------|---|-----------------|

C1.3 The typical roles contained within the table contained in Schedule C1.2 are indicative.

C1.4 The table contained in Schedule C1.2 is to operate in conjunction with the work value descriptors contained within Schedule B – Classifications of the Educational Services (Schools) General Staff Award 2010.

C1.5 Administration Services - Grade 5A

An employee at this level performs work at a higher level above and beyond an employee at Level 5. Employees in this category will have operational and / or capital budget responsibilities and will manage a discrete operational area and manage staff.

Administration Services - Grade 5B

An employee at this level performs work at a higher level above and beyond an employee at Level 5A. Employees in this category will have operational and / or capital budget responsibilities and will manage a discrete operational area and manage staff and take on additional responsibilities.

Operational Services – Grade 3A

An employee at this level performs work at a higher level above and beyond an employee at Level 3 and below an employee at Level 4. Employees in this category will have leading hand responsibilities for the cleaning services team.

Operational Services – Grade 4A

An employee at this level performs work at a higher level above and beyond an employee at Level 4 and below an employee at Level 5.. Employees in this category will have responsibility for a sub section of property services eg. Grounds

Operational Services – Grade 5A

An employee at this level performs work at a higher level above and beyond an employee at Level 5 and below an employee at Level 6. Employees in this category will have will have leading hand responsibilities for the property services team.

C2 Education Support Employees – Penalty / Overtime rates

| | Ordinary hours | penalty ordinary hours | penalty ordinary hours | Overtime | Over time | Overtime | Overtime |
|--|--|------------------------------------|------------------------------------|---|-----------|---------------------------------|----------------|
| | | sat | sun | M-F | sat | sun | public holiday |
| Administration services | Monday to Friday between 7:00 am and 7:00 pm | N/A | N/A | 1.5 x ordinary hourly rate of pay for 1st 3 hrs then 2 x ordinary hourly rate of pay thereafter | | 2 x ordinary hourly rate of pay | |
| Operational services (cleaning) | Monday to Friday between 10:00 am and 10:30 pm | N/A | N/A | | | | |
| Operational services (property) | Monday to Friday between 5:30 am and 5:30 pm | N/A | N/A | | | | |
| Operational services (security/caretaking) | Monday to Sunday between 6:00am and 6:00pm | 1.5 x ordinary hourly rate of pay | 2 x ordinary hourly rate of pay | | | | |
| Operational services (Catering) | Monday to Sunday between 7:00 am and 7:00 pm | 1.25 x ordinary hourly rate of pay | 1.75 x ordinary hourly rate of pay | | | | |
| School operational services (Retail) | Monday to Friday between 7:00 am and 6:00 pm | N/A | N/A | | | | |
| Nursing services | Monday to Sunday between 7:00 am and 7:00 pm | 1.5 x ordinary hourly rate of pay | 2 x ordinary hourly rate of pay | | | | |

SCHEDULE D – SALARIES FOR CHILDCARE SERVICES EMPLOYEES

D1. The Employer will pay a full-time Adult Employee (required to work during non-term weeks) not less than the annual rate of pay specified for the Employee's classification as specified below. The rates below include 5 weeks annual leave and leave loading and incorporate all allowances included in Clause 16 of the General Staff Award. Specific allowances detailed in this Agreement will be paid in addition to the salaries specified below where applicable.

| Classification Level | Classification Description | 1-Jan-2019 | 1-Jan-2020 | 1-Jan-2021 | 1-Jan-2022 |
|----------------------|--|------------|-------------|-------------|-------------|
| | | 3.5% \$ | 3.25% \$ | 3.25% \$ | 3.25% \$ |
| 2.1 | cert II - commencement | 47,520 | 49,070 | 50,660 | 52,310 |
| 2.2 | cert II experienced | 49,090 | 50,690 | 52,340 | 54,040 |
| 3.1 | cert III - commencement | 49,710 | 51,330 | 53,000 | 54,720 |
| 3.2 | cert III experienced | 52,840 | 54,560 | 56,340 | 58,170 |
| 4.1 | assistant - diploma experienced | 55,990 | 57,810 | 59,690 | 61,630 |
| 4.2 | cook | 59,030 | 60,950 | 62,930 | 64,980 |
| 5.1 | Qualified | 63,740 | 65,820 | 67,960 | 70,160 |
| 5.2 | Qualified Room Leader | 67,280 | 69,470 | 71,730 | 74,060 |
| 6.1 | kinder teacher | 69,600 | 71,870 | 74,200 | 76,610 |
| 6.2 | kinder teacher | 74,410 | 76,830 | 79,330 | 81,910 |
| 7.1 | assist dir (minimal experience) | 76,770 | 79,270 | 81,850 | 84,510 |
| 7.2 | assistant dir experienced (1-39 places) | 79,270 | 81,850 | 84,510 | 87,260 |
| 7.3 | assistant dir experienced (40-59 places) | 82,540 | 85,230 | 88,000 | 90,860 |
| 8.1 | director | 88,670 | 91,560 | 94,530 | 97,600 |

D2 Childcare employees – Penalty / Overtime rates

| | Ordinary hours | penalty ordinary hours | penalty ordinary hours | Overtime | Over time | Overtime | Overtime |
|------------------------------------|--|------------------------|------------------------|---|-----------|---------------------------------|----------------|
| | | sat | sun | M-F | sat | sun | public holiday |
| Childcare (long day care) services | Monday to Friday between 6.45 am and 6.45 pm | N/A | N/A | 1.5 x ordinary hourly rate of pay for 1st 3 hrs then 2 x ordinary hourly rate of pay thereafter | | 2 x ordinary hourly rate of pay | |

SCHEDULE E – RESPONSIBILITY ALLOWANCES

| | 1-Feb-2019 | 1-Feb-2020 | 1-Feb-2021 | 1-Feb-2022 |
|---------|------------|------------|------------|------------|
| Level 1 | 3,000 | 3,100 | 3,280 | 3,380 |
| Level 2 | 5,500 | 5,670 | 6,020 | 6,200 |
| Level 3 | 10,500 | 10,820 | 11,480 | 11,830 |
| Level 4 | 12,500 | 12,880 | 13,680 | 14,090 |
| Level 5 | 15,000 | 15,500 | 16,400 | 16,900 |
| Level 6 | * | * | * | * |

* *Principal's discretion*

Positions of Responsibility means duties assigned to an Employee who is appointed to a position of leadership as described below:

Level One (1) This is a position of responsibility to which an employee is appointed by the school in a primary or secondary department either at Armadale or at Howqua. The employee who is appointed may be:

- Responsible for the coordination of a program or activity which has application across or within year levels, for example Greenies, Debating or Public Speaking
- Required to assist a member of the Executive or
- Other duties determined by the Principal

Level Two (2) is a position of responsibility to which an employee of the school is appointed by the school and whose duties include the direct coordination or supervision of an operational area or the subsection of an instructional program for example House Coordinator, Year Level Academic Advisor etc.

Level Three (3). This is a position of responsibility to which an employee is appointed by the school and the employee may be:

- Responsible to the Principal for the coordination and supervision of an academic or pastoral program within the school, for example Year Level Coordinator, Curriculum Leader (small to medium sized faculty).
- Required to perform other duties as determined by the Principal

Level Four (4) This is a position of responsibility to which an employee is appointed by the school and the employee may be:

- Responsible to the Principal for the coordination or supervision of an academic or pastoral program within the school for example Curriculum Leader of a large faculty
- Required to perform other duties as determined by the Principal

Level Five (5) This is a position of responsibility to which an employee is appointed by the school and the employee may be:

- Responsible to the Principal for the oversight, coordination and supervision of a major pastoral, academic program or a major developmental initiative, for example IB

Coordinator, VCE Coordinator, Director of Senior School Operations, Director of Senior School Curriculum Support and Whole School Initiatives etc.

- Required to Perform Other duties as determined by the Principal

Level Six (6) This is a position of responsibility to which an employee is appointed by the school and the employee may be:

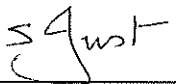
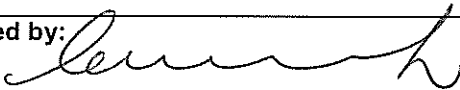
- Responsible to the Principal for the leadership and management of a significant role in the school, for example Acting Head of School, Acting Business Manager etc.
- and the allocation duties and allowances related to this role will be at the absolute discretion of the Principal

The above positions of responsibility are indicative only.



Positions of responsibility are tenured and specific positions may change from year to year depending on the operational requirements of the School. Positions of responsibility may be offered to Teacher, Teacher Assistants and / or Educational Support Staff.

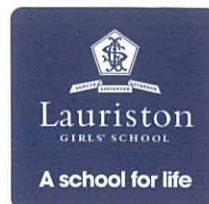
The assignment of a position to a particular level will reflect the graduation of responsibilities exercised in each school, whether administrative, pastoral care or educational leadership, with Level 6 being the most significant level of responsibility.

EXECUTED as an agreement this 7th day of November 2019
EMPLOYER REPRESENTATIVE

| | |
|------------------------------|---|
| Signed: |  |
| Date: | 6/11/2019 |
| Name in full (printed): | SUSAN ELIZABETH JUST |
| Position title: | PRINCIPAL |
| Authority to sign explained: | PRINCIPAL OF LAURISTON GIRLS' SCHOOL |
| Address: | 38 HUNTINGTOWER RD, ARMADALE |
| Witnessed by: |  |
| Witness name in full: | CATHERINE TAN |
| Witness address: | 38 HUNTINGTOWER RD ARMADALE VIC |

EMPLOYEE REPRESENTATIVE

| | |
|------------------------------|---|
| Signed: |  |
| Date: | 7/11/19 |
| Name in full (printed): | John Bunke |
| Position title: | \$ Staff negotiations representative |
| Authority to sign explained: | AS ABOVE TEACHER- LAURISTON GIRLS' SCHOOL |
| Address: | 38 HUNTINGTOWER ROAD ARMADALE, VIC |
| Witnessed by: |  |
| Witness name in full: | TESS WEARING |
| Witness address: | 7/52 UNION ROAD CURRY HILLS 3077 |



IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2019/4247

Applicant:
Lauriston Girls' School

Undertaking- section 190

I, Susan Just, Principal of Lauriston Girls' School give the following undertakings with respect to the *Lauriston Girls' School Agreement 2019-2022* ("the Agreement"):

I have the authority given to me by Lauriston Girls' School to provide this undertaking in relation to this application before the Fair Work Commission.

1. Clause 72 – Hours of Work & Schedule C

In relation to clause 72.7 and Schedule C of the Agreement, we undertake that for a School Operations (Cleaning) Services Employee work will be performed on any day Monday to Friday between 07:00 am and 07:00 pm.

2. Clause 16 – Casual Employees

In relation to clause 16.1 of the Agreement, we undertake that a casual Education Support Staff Employee will be engaged and paid for a minimum of two hours for each engagement.

3. Clause 27 – Public Holidays & Schedule C2

In relation to clause 27 and Schedule C2 of the Agreement, we undertake that an Employee, other than a Teacher, required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Employer and the Employee have agreed to the Employee taking a day off instead of payment in which case the Employee will be paid at the ordinary time rate for work on the public holiday.

4. Clause 66 – Annualised Salaries

In relation to Clause 66 of the Agreement, we undertake to pay each Teacher Assistant, within each quarterly pay cycle, a total amount which is no less than \$1.00/hour more than the amount of pay the Teacher Assistant would have received if paid under this Agreement and the appropriate Award for the work performed in that pay cycle.

Employer name: Susan Just

Authority to sign: Principal – Lauriston Girls' School

Signature: 

Date: 2/12/2019