



DECISION

Fair Work Act 2009

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

Melbourne Girls Grammar – an Anglican School T/A Melbourne Girls Grammar (AG2023/1356)

MELBOURNE GIRLS GRAMMAR ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT WRIGHT

SYDNEY, 19 MAY 2023

Application for approval of the Melbourne Girls Grammar Enterprise Agreement 2023

Introduction

[1] Melbourne Girls Grammar – an Anglican School T/A Melbourne Girls Grammar (the Employer) has made an application for approval of an enterprise agreement known as the *Melbourne Girls Grammar Enterprise Agreement 2023* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

Section 186, 187, 188 and 190

[2] 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.

Section 183 Bargaining Representatives

[3] The Independent Education Union of Australia (IEU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it.

[4] In accordance with s.201(2), I note that the Agreement covers the IEU.

Approval

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 May 2023. The nominal expiry date of the Agreement is 31 January 2026.



DEPUTY PRESIDENT

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<AE520083 PR762097>



MELBOURNE
GIRLS GRAMMAR

ENTERPRISE AGREEMENT

2023

TABLE OF CONTENTS

PART 1 – APPLICATION AND OPERATION 3

1 TITLE 3

2 COMMENCEMENT DATE AND PERIOD OF OPERATION 3

3 BASIS OF AGREEMENT 3

4 COVERAGE..... 5

5 RELATIONSHIP TO AWARDS..... 5

6 DEFINITIONS..... 5

7 DISPUTE RESOLUTION PROCEDURE..... 8

8 MODES OF EMPLOYMENT 9

PART 2 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES 12

9 MINIMUM EMPLOYMENT PERIOD..... 12

10 REMUNERATION PACKAGING 12

11 SUPERANNUATION 12

12 PAYMENT ARRANGEMENTS 13

13 PERSONAL/CARER’S LEAVE 14

14 COMPASSIONATE LEAVE 16

15 INFECTIOUS DISEASES LEAVE..... 17

16 PUBLIC HOLIDAYS..... 17

17 PARENTAL LEAVE - UNPAID 17

18 PARENTAL LEAVE – PAID 22

19 FAMILY VIOLENCE LEAVE 23

20 LONG SERVICE LEAVE 24

21 LEAVE WITHOUT PAY 26

22 WORKERS COMPENSATION AND ACCIDENT MAKE-UP PAY..... 26

23 WITHHOLDING OF WAGES 27

24 CONSULTATION ABOUT CHANGE 27

25 REDUNDANCY 29

26 PERFORMANCE MANAGEMENT PROCEDURE 31

27 CONDUCT MANAGEMENT PROCEDURE..... 31

28 ALLOWANCES..... 32

29 EQUIPMENT 33

30 OTHER LEAVE 33

31 TUITION DISCOUNT..... 34

32 EMPLOYEE ASSISTANCE PROGRAM 34

PART 3 – TEACHERS	35
33 TEACHERS.....	35
PART 4 – SCHOOL ASSISTANTS	38
34 SCHOOL ASSISTANTS	38
PART 5 – CLERICAL AND INFORMATION TECHNOLOGY EMPLOYEES	42
35 CLERICAL AND INFORMATION TECHNOLOGY EMPLOYEES	42
PART 6 – EARLY LEARNING CENTRE ASSISTANTS	46
36 EARLY LEARNING CENTRE ASSISTANTS	46
PART 7 – FACILITIES AND OUTDOOR EMPLOYEES	49
37 FACILITIES AND OUTDOOR EMPLOYEES	49
DECLARATION	52
SCHEDULES	53
SCHEDULE 1 – TEACHER RATES OF PAY.....	53
SCHEDULE 2A –SCHOOL ASSISTANT CLASSIFICATION STRUCTURE	56
SCHEDULE 2B – RATES OF PAY FOR SCHOOL ASSISTANTS WITH SCHOOL HOLIDAYS	61
SCHEDULE 2C – RATES OF PAY FOR SCHOOL ASSISTANTS WITH ANNUAL LEAVE	63
SCHEDULE 3A – RATES OF PAY FOR CLERICAL EMPLOYEES	65
SCHEDULE 3B – CLERICAL EMPLOYEE CLASSIFICATION STRUCTURE	67
SCHEDULE 4A – RATES OF PAY FOR EARLY LEARNING CENTRE ASSISTANTS WITH SCHOOL HOLIDAYS.....	81
SCHEDULE 4B – EARLY LEARNING CENTRE ASSISTANTS CLASSIFICATION STRUCTURE	84
SCHEDULE 5A – RATES OF PAY FOR FACILITIES AND OUTDOOR EMPLOYEES.....	87
SCHEDULE 5B – FACILITIES AND OUTDOOR EMPLOYEE CLASSIFICATION STRUCTURE	89
SCHEDULE 6A – RATES OF PAY FOR INFORMATION TECHNOLOGY EMPLOYEES	92
SCHEDULE 6B – INFORMATION TECHNOLOGY EMPLOYEE CLASSIFICATION STRUCTURE	93

PART 1 – APPLICATION AND OPERATION

1 TITLE

This Agreement is to be known as the Melbourne Girls Grammar Enterprise Agreement 2023 (the 'Agreement') and is a single enterprise agreement made pursuant to Section 172(2) of the *Fair Work Act 2009* (Commonwealth) (the 'Act').

2 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 2.1 Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by Fair Work Commission (FWC), in accordance with Section 54 of the Act.
- 2.2 The nominal expiry date of the Agreement is 31 January 2026.

3 BASIS OF AGREEMENT

3.1 No Extra Claims

The Employer and Employees agree that the salary increase and other improvements in conditions of employment provided by this Agreement are in settlement of all existing claims made by the Employer and Employees, and that no further claims will be made prior to the nominal expiry date set out in Clause 2.2.

3.2 The National Employment Standards

The National Employment Standards (NES) in Part 2-2 of the Act are the minimum entitlements of an Employee covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES. This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

3.3 Agreement Flexibility

3.3.1 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:

- the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading.

- the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
- the arrangement is genuinely agreed to by the Employer and Employee.

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

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

3.3.3 The Employer must ensure that the individual flexibility arrangement:

- is in writing; and
- includes the name of the Employer and Employee; and
- is signed by the Employer and Employee and if the Employee is under 18 years of age is signed by a parent or guardian of the Employee; and
- 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
- states the date on which the arrangement commences.

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

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

- by giving written notice of not more than 28 days to the other party to the arrangement; or
- if the Employer and Employee agree in writing — at any time.

4 COVERAGE

- 4.1 This Agreement covers: (a) the Employer; (b) Teachers; (c) Early Childhood Teachers; (d) School Assistants; (e) Early Childhood Assistants; (f) Clerical Employees; (g) Information Technology Employees; and (h) Facilities and Outdoor Employees, as defined in this Agreement.
- 4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Part 3 to Part 7 of this Agreement applies to the Employees as specified.
- 4.3 This Agreement does not cover: (a) a Principal; (b) a Deputy Principal by whatever name called; (c) a Business Manager by whatever name called; (d) an Executive who does not carry a teaching allocation; (e) the Human Resources Manager by whatever name called; (f) an Employee who is not listed in clause 4.1 above and is covered under the *Educational Services (Schools) General Staff Award 2020*.

5 RELATIONSHIP TO AWARDS

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to Employees covered by this Agreement including but not limited to the *Educational Services (Schools) General Staff Award 2020* and the *Educational Services (Teachers) Award 2020*, or their successor awards.

6 DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cwth) or its successors
AITSL	means the Australian Institute for Teaching and School Leadership or its successors
Attendance Time	means all days of the School Year less Non Attendance Time
Award	means the following: <ul style="list-style-type: none">• <i>Educational Services (Teachers) Award 2020</i>;• <i>Educational Services (Schools) General Staff Award 2020</i>;• or their successor awards.
Base rate of pay	The base rate of pay is the rate of pay payable to the Employee for their ordinary hours of work, but not including: <ul style="list-style-type: none">a) Incentive-based payments and bonuses;b) Loadings;c) Monetary allowancesd) Overtime and penalty ratese) Any other separately identifiable amounts.

Casual Employee	means an Employee employed pursuant to clause 8.4 of this Agreement
Clerical Employee	means an Employee who is employed wholly or principally in clerical and/or administrative work, excluding a Business Manager, a Human Resource Manager, or a person who has accounting responsibilities and is eligible for membership of Chartered Accountants Australia and New Zealand, the Australian Society of Certified Practising Accountants, the Association of Taxation and Management Accountants or the National Institute of Accountants
Concurrent Leave	means unpaid parental leave provided by the NES taken by the Employee who is not responsible for the care of the child and is also referred to as Secondary Carer Leave under the Agreement.
Early Learning Centre Assistant	means an Employee who is employed to assist an Early Childhood Teacher in the Early Learning Centre
Early Childhood Teacher	means a Teacher who is employed to teach children in the Early Learning Centre
Employee	means a person covered by this Agreement
Employer	means Melbourne Girls Grammar – an Anglican school ACN 116 806 163
Executive	means persons employed as the Principal, Deputy Principal, Business Manager and Directors, by whatever name called
Fixed Term Employee	means an Employee employed pursuant to clause 8.3 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 8.1 of this Agreement
FWC	means Fair Work Commission or its successor
Immediate Family	means <ul style="list-style-type: none"> • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto 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); • child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee; and • a working guide dog of the Employee
Information Technology Employee	means an Employee who is engaged in the information technology services of the School
Facilities & Outdoor Employee	means an Employee who is employed wholly or principally in property or garden/grounds maintenance work

Non Attendance Time	means a period of time that will not be less than 14 weeks, unless arrangement for a lesser period is made with an individual Teacher from time to time, and is inclusive of annual leave.
Ordinary rate of pay	The ordinary rate of pay is the pay payable to the Employee for their ordinary hours worked. This does not include any additional overtime payment.
Part Time Employee	means an Employee employed pursuant to clause 8.2 of this Agreement
Principal	means Principal of Melbourne Girls Grammar School or his or her nominee
Registered Health Practitioner	means a person registered as a health practitioner under the <i>Health Practitioner Regulation National Law (Victoria) Act 2009 (Vic.)</i>
School	means Melbourne Girls Grammar – an Anglican school ACN 116 806 163
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of the new School Year. School Holidays will not be less than those mandated by the
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year and comprises Attendance Time, Non Attendance Time (inclusive of
Secondary Carer Leave	same definition as Concurrent Leave provided by the NES and can be read interchangeably
Shut Down Period	means a period where the Employer shuts down the business, or any part of the business, in which the Employee works
Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to the <i>Education and Training Reform Act</i>
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic.)</i>

7 DISPUTE RESOLUTION PROCEDURE

- 7.1 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:
- (a) FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
 - (b) If FWC is unable to resolve the dispute at the first stage, FWC may then:
 - in relation to the NES, arbitrate the dispute; or
 - in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties; and
- make a determination that is binding on the parties.
- Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
- A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 7.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - the *Occupational Health and Safety Act 2004* (Vic.) would not permit the work to be performed; or
 - the work is not appropriate for the Employee to perform; or
 - 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 MODES OF EMPLOYMENT

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

8.1 Full Time Employee

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

8.2 Part Time Employee

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

8.2.2 The Employer will set out the part time hours required upon the engagement of the Employee and at any time when a permanent variation occurs. For a Part Time Teacher, the number of hours required includes specification of the face-to-face teaching hours.

8.2.3 A Part Time Employee is entitled to all benefits under this Agreement on a pro-rata basis.

8.2.4 A Part Time Teacher will have time-tabled instruction time and rostered duties (as defined in clause 33.2.5 and clause 33.2.7) on a pro-rata basis.

8.2.5 The Employer cannot vary a part-time Employee's teaching load or days of attendance unless:

- the Employee consents; or
- where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer provides four weeks' notice in writing in the case of a Teacher, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of four weeks.

Statement: The Employer understands that Part Time Teachers would prefer that the number of days they are required to attend at school would be based on their Part Time load. The Employer will use its best efforts to minimise the impact of the spread of hours for Part Time Teachers, noting that it may be impracticable in many instances to achieve this outcome. However, this statement is merely aspirational and is not binding on the Employer and cannot be relied upon by any person who is covered by this Agreement.

8.3 Fixed Term Employee

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

- to replace one or more Employees who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation;
- to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year;
- to replace an Employee who provided notice of termination of employment after the commencement of Term 4. The period of the appointment must not exceed the end of the following School Year.

- 8.3.2 Subject to clause 8.3.5, a Fixed Term Employee is entitled to the benefits of this Agreement on a pro-rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- 8.3.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee, in writing, of:
- the reason for the fixed nature of the employment;
 - the date of commencement of the employment;
 - the benefits which are applicable under this Agreement; and
 - the rights of any Employee being replaced.
- 8.3.4 Subject to clause 33.5.3, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clause 9 or clause 33.5.
- 8.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination (where the date of cessation of employment is stated at the time of appointment)
 - redundancy
 - performance management or conduct management
 - paid parental leave
- 8.3.6 In the case of a Teacher, notification of cessation of employment will be made at least four weeks before the cessation of the Employee's contract.

8.4 Casual Employee

- 8.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- 8.4.2 A Casual Employee is entitled to the rate of pay specified in the relevant Schedules. This rate of pay includes a loading in lieu of paid leave entitlements.
- 8.4.3 If the Employer engages a Casual Teacher or Casual Early Childhood Teacher it will be for either a full day or a half day.
- 8.4.4 A Casual Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination of employment
 - redundancy
 - remuneration packaging
 - annual leave
 - school holidays
 - non attendance time
 - leave loading
 - paid personal/carer's leave
 - paid compassionate leave
 - paid parental leave
 - paid infectious disease leave
- 8.4.5 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.
- 8.4.6 Unless by mutual agreement, an Employer must not employ a Casual Teacher or Early Childhood Teacher in such a capacity for more than fifteen consecutive school days.

8.4.7 An Employer must not employ a Casual School Assistant for:

- longer than two consecutive school terms on relieving work or to complete a fixed project; or
- for less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period (as defined in Clause 33.2.1).

PART 2 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

9 MINIMUM EMPLOYMENT PERIOD

- 9.1 An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months as defined by the Act.
- 9.2 If the Employer is to terminate the employment of an Employee during the minimum employment period, the Employer does not need to provide the relevant notice of termination in clause 33.5, clause 34.5, clause 35.5, clause 36.5 or clause 37.3 and does not need to comply with clause 24, 25 or any due process or performance management policies or procedures in place from time to time.
- 9.3 If the Employer is to terminate the employment of the Employee within the minimum employment period, the Employee is entitled to two weeks' notice or two weeks' salary in lieu of notice.
- 9.4 If the Employee is to resign within the minimum employment period, then the Employee is required to give one week's notice.

10 REMUNERATION PACKAGING

- 10.1 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.
- 10.2 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.

11 SUPERANNUATION

11.1 Superannuation legislation

(a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cwth), the *Superannuation Guarantee Charge Act 1992* (Cwth), the *Superannuation Industry (Supervision) Act 1993* (Cwth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cwth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. Should an Employee not nominate a complying superannuation fund, a request for stapled superannuation fund details will be made to the ATO. If the Employer is advised by the ATO that an Employee does not have a stapled superannuation fund, the Employer's default superannuation fund applies. The Employer's default fund is NGS Super Pty Limited ABN 46 003 491 487.

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

11.2 Employer contributions

The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

11.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 11.1.

(b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.

(c) The Employer must pay the amount authorised under clauses 11.3(a) or 11.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 11.3(a) or 11.3(b) was made.

11.4 Participating Employer

The superannuation contributions provided for in clause 11.2 and/or paid under clauses 11.3(a) and 11.3(b) cannot be to a superannuation fund which requires the Employer to become a participating employer.

11.5 Return to MGGs Superannuation Payment

(a) A primary care giver as defined in clause 18.1 who takes a period of twelve (12) months parental leave or more is entitled to the 'Return to MGGs Superannuation Payment'. This is payable to the primary care giver once they have returned to MGGs for a period of twenty-six (26) continuous weeks of full-time or part-time work.

(b) The 'Return to MGGs Superannuation Payment' will be a payment of up to 6 months of superannuation based on an employee's ordinary rate of pay at the time of their parental leave.

(c) Should an Employee's employment terminate within the twenty-six (26) weeks of return to the MGGs workplace this entitlement no longer applies.

(d) The 'Return to MGGs Superannuation Payment' will be made directly to the nominated superannuation account of the Employee in the pay cycle following the date that marks the twenty-six (26) weeks return to the MGGs workplace by the Employee. The superannuation contribution payment will be paid in line with the superannuation guarantee legislation requirements that apply at the time of the 6 month unpaid portion of the parental leave.

(e) This entitlement only applies to any Employee who commences parental leave after 1 February 2023.

12 PAYMENT ARRANGEMENTS

Salary will be paid by credit transfer to the Employee's nominated financial institution account or accounts on a monthly basis, with payment being made as nearly as possible on the middle of each month, one half month in arrears and one half month in advance.

13 PERSONAL/CARER'S LEAVE

13.1 General Principle

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

13.1.2 Personal leave is taken by an Employee because the Employee is not fit for work because of a personal illness or personal injury affecting the Employee.

13.1.3 Paid carer's leave is taken by an 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.

13.2 Entitlement

A Full-Time Employee is entitled to 15 days of paid personal/carer's leave for each year of service, accruing progressively during a year of service according to the Employee's ordinary hours of work, and accumulating from year to year.

13.3 Notice of absence

An Employee is required to notify the School of their inability to attend for duty prior to or as soon as reasonably practicable after their scheduled start time. An Employee should also inform the School of the reason for the absence and the estimated duration of the absence. In the case of carer's leave, an Employee is also required to indicate the name of the person requiring care and support and that person's relationship to the Employee.

13.4 Evidence supporting personal leave claim

An Employee is entitled to personal leave if:

- (a) the Employee produces a medical certificate or other evidence (for example, a statutory declaration) which would satisfy a reasonable person for any absence of more than two consecutive days; or
- (b) if required by the School, the Employee provides a medical certificate or other evidence (for example, a statutory declaration) which would satisfy a reasonable person for any absence continuous with a public holiday or the first or last day of a term and which would not otherwise require the production of a certificate; or
- (c) the Employee produces a medical certificate or other evidence (for example, a statutory declaration) which would satisfy a reasonable person where the number of days of paid personal/sick leave already taken without the production of a medical certificate or other evidence satisfactory to the School exceeds 5 days in a rolling 12 month period.

13.5 Evidence supporting carer's leave claim

An Employee is entitled to carer's leave if:

- (a) the Employee produces a medical certificate or other evidence (for example, a statutory declaration) which would satisfy a reasonable person for any absence of more than two consecutive days; or
- (b) if required by the School, the Employee provides a medical certificate or other evidence (for example, a statutory declaration) which would satisfy a reasonable person for any absence continuous with a public holiday or the first or last day of a term and which would not otherwise require the production of a certificate; or
- (c) the Employee produces a medical certificate or other evidence (for example, a statutory declaration) which would satisfy a reasonable person where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or other evidence satisfactory to the School exceeds 5 days in a rolling 12 month period.
- (d) the Employee produces a statutory declaration made by the Employee to the Employer, if the member of the Employee's Immediate Family or household is affected by an unexpected emergency.

13.6 Paid Personal/Carer's Leave for Part Time Employees

A Part Time Employee is entitled to the greater of:

- (a) the paid personal/carer's leave entitlement outlined in the NES; or
- (b) a proportion of 15 days, pro-rata in accordance with the Employee's part-time employment fraction, and accumulating from year to year.

13.7 Carer's leave entitlement for Casual Employees

A Casual Employee may take up to 2 days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to 2 days or any separate period as agreed by the School and the Employee.

13.8 Unpaid carer's leave

Where an Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take unpaid carer's leave. Unpaid carer's leave may be taken as a single, unbroken period of up to 2 days or any separate period as agreed by the School and the Employee.

13.9 Special Leave

- (a) An Employee is entitled to one (1) day special leave per year to be taken from an Employee's personal/carer's leave entitlement.
- (b) Whilst an Employee's entitlement to personal/carer's leave accrues each year, an Employee cannot request more than one (1) day of special leave per year.

13.10 Request for special leave

An Employee must:

- (a) request special leave in writing and provide the reason for requesting the leave;
- (b) make the request not less than 48 business hours prior to the proposed commencement time of the leave, unless the reason for requesting special leave was not known at this time;
- (c) take special leave as full day; and
- (d) one full day per single occasion is permissible.

13.11 Approval of special leave request

The Employer will grant special leave, as soon as is reasonably practicable, subject to:

- (a) satisfaction of the application requirements; and
- (b) the operational requirements of the workplace for that day.

Note: Special leave for the purpose of attending a funeral will not be refused for lack of compliance with clause 13.10.

13.12 Purposes of special leave

For the purposes of this clause, special leave may be accessed:

- (a) to assist with moving houses;
- (b) to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
- (c) for pre-natal appointments associated with pregnancy, fertility treatment, adoption, surrogacy or permanent care orders, noting that an Employee may access personal/carer's leave under clause 13 (Personal/carer's leave) instead of, and/or in addition to, special leave;
- (e) for cultural leave or ceremonial events; and
- (f) as otherwise agreed to by the Employer.

14 COMPASSIONATE LEAVE

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

14.2 Entitlement

14.2.1 An Employee may take 3 days' paid leave per 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. Additional days may be granted by special discretion of the Principal.

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

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

15 INFECTIOUS DISEASES LEAVE

- 15.1 An Employee who is suffering from one of the following 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:
- (a) German measles
 - (b) Chickenpox
 - (c) Measles
 - (d) Mumps
 - (e) Scarlet fever
 - (f) Whooping cough
 - (g) Rheumatic fever
 - (h) Influenza; or
 - (i) Glandular fever
- 15.2 The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

16 PUBLIC HOLIDAYS

- 16.1 Public holidays are provided for in the NES. Payment for work on a public holiday – an Employee, who is not 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.
- 16.2 An Employee is entitled to public holidays as specified in the NES and as gazetted by the Victorian Government from time to time. These include the following:
- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - (b) the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
 - (c) Melbourne Cup Day, Grand Final Friday or any other day substituted by an Act of Parliament or Proclamation.
- 16.3 Public holidays that occur during a period of leave for Employees entitled to Non Attendance Time or School Holidays do not create an additional entitlement.
- 16.4 An agreement made in accordance with 16.1 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.
- 16.5 An Employee is not entitled to payment or time off in lieu if they do not have ordinary hours of work on the public holiday.

17 PARENTAL LEAVE - UNPAID

17.1 Entitlement

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

17.2 Application

17.2.1 The provisions of this clause apply to Full Time, Part-time and eligible Casual Employees but do not apply to other Casual Employees.

17.2.2 An **eligible casual employee** means a Casual Employee:

- employed by the Employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

17.2.3 For the purposes of this clause, **continuous service** is work for the Employer on a regular and systematic basis (including any period of authorised leave of absence).

17.2.4 The Employer must not fail to re-engage a Casual Employee because:

- the Employee or Employee's spouse is pregnant; or
- the Employee is or has been immediately absent on parental leave.

17.2.5 The rights of an Employer in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

17.3 Secondary carer leave

17.3.1 An Employee who is entitled to concurrent leave under Section 72(5) of the Act may request the Employer to allow the Employee to extend the period of unpaid concurrent leave up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.

17.3.2 An application under 17.3.1 must be made not less than ten (10) weeks prior to the commencement date of the concurrent period of parental leave, where practicable.

17.4 Part time employment

17.4.1 An Employee entitled to parental leave pursuant to the provisions of clause 17.1 or 17.2 may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities. The request must be in writing and set out details of the change sought and the reasons for the change.

17.4.2 The Employer shall consider the request 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. The Employer's decision will be provided in writing to the Employee.

17.4.3 Where an Employee makes a request under clause 17.4.1, the Employer's response will be provided in accordance with the NES, which requires the response to be provided within 21 days of the receipt of the request.

17.5 Variation of period of parental leave

17.5.1 Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Employer and the Employee.

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

17.6 Communication during parental leave

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

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

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

17.6.3 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 clause 17.6.1.

17.7 Extension of parental leave

An Employee taking 12 months of parental leave may request an extension of a further period of up to 24 months to be taken immediately following their initial period of parental leave (total maximum of 36 months of parental leave, paid or unpaid). This represents a substitution of the period to extend unpaid parental leave in Section 76(1) of the Act from 12 months to 24 months.

The request must be in writing and given to the Employer at least four weeks before the end of the Employee's initial period of parental leave. The Employer must respond in writing within 21 days, stating whether they grant or refuse the request. They may only refuse if they have given the Employee a reasonable opportunity to discuss their request and there are reasonable grounds to support the refusal. The Employer must detail the reasons for the refusal their written response.

17.8 Notice and evidence requirements parental leave

An Employee must give their 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. If not practicable as soon as is reasonably practicable.

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.

An Employee who has given their 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 or 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.

Without limiting to the above statement, an Employer may require the evidence in the form of a medical certificate.

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).

17.9 Transfer to a safe job or 'no safe job leave'

A pregnant Employee is entitled to be transferred to an 'appropriate safe job'. An appropriate safe job is a job that has:

- the same ordinary hours of work as the Employee's present position, or
- a different number of ordinary hours that the Employee agrees to.

This entitlement applies if the Employee has provided evidence (for example a medical certificate) that would satisfy a reasonable person that:

- they are fit for work, but
- it is inadvisable for them to continue in their present position during a period because of:
 - illness or risks arising out of the pregnancy, or
 - hazards connected with that position.

If there is an appropriate safe job available, the Employer will transfer the Employee to that job for the risk period (until it's safe to go back to their normal job or until they give birth), with no other change to the Employee's terms and conditions of employment. The Employer must pay the Employee at their ordinary rate of pay for the position they were in before the transfer and for the hours they work during the risk period.

17.10 Should an Employee wish to work within the 6 weeks prior to or following the birth of the child

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 and/or evidence that would satisfy a reasonable person/treating 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.

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.

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.

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 they are fit to work on their normal duties.

17.11 Return to Work Guarantee

An Employee will give as much notice as possible of the Employees' intention to return to work after a period of unpaid leave, but no less than seven (7) weeks wholly within one School term prior to the expiration of the leave.

An Employee will be entitled to the position which the Employee held prior to the parental leave. A part time Teacher will be entitled to the same time fraction.

An Employee on a fixed term position of responsibility where the position of responsibility expires during their parental leave would be entitled to reapply for their position of responsibility.

17.12 Government Paid Parental Leave Scheme

An Employee who elects to access paid parental leave under any Government approved scheme must apply as required to the Government for payment of the 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 and the Government paid parental leave has been received by the Employer.

17.13 Keeping in touch days

An Employee on unpaid parental leave (primary care giver) is entitled to 10 keeping in touch days. This entitlement does not affect their unpaid parental leave entitlement.

Work on a keeping in touch day may include:

- a) participating in a planning day;
- b) doing work to become familiar with the workplace or your role before returning to work;
- c) doing training or
- d) attending a conference.

Keeping in touch days can be worked:

- a) As a part day
- b) 1 day at a time, or
- c) All at once.

An Employee can access the keeping in touch day entitlement 42 days after the birth of a child or adoption. An Employee may request in writing to access the keeping in touch days earlier than 42 days but no earlier than 14 days after the birth or adoption.

The Employer and Employee must agree to the keeping in touch days.

An Employee is entitled to payment for the keeping in touch day(s) at their 'ordinary rate of pay' and accumulates LSL, Annual Leave and Sick/Carers Leave.

If an Employee extends their period of unpaid leave beyond 52 weeks, the Employee is entitled to an additional 10 keeping in touch days.

Entitlement to the keeping in touch days ceases upon an Employee's return to work.

18 PARENTAL LEAVE – PAID

18.1 Where an Employee is granted unpaid parental leave in accordance with clause 17 to be the primary care giver of the child, the Employee is entitled to payment at the ordinary rate of pay for the first 16 weeks of the period of birth-related or adoption-related leave provided it is taken during the first 16 weeks of the adoption or birth of the child. The payment includes annual leave (pro-rata of four weeks' annual leave only) that would otherwise accrue.

18.1.1 In the case of a pregnant Employee, leave can start up to six (6) weeks before the expected date of birth, or earlier if the Employer and Employee agree. If the Employee is not giving birth to the child, leave starts on the date of birth or placement of the child.

18.2 Where an Employee is granted unpaid secondary carer leave at the time of the birth of a child or placement of a child for adoption in accordance with the Act, the Employee is entitled to a parental allowance at the Employee's base rate of pay for up to four (4) weeks of the concurrent period of leave. The payment includes annual leave (pro-rata of four weeks' annual leave only) that would otherwise accrue.

18.3 Paid parental leave is payable to one Employee only, including where the Employer employs both parents of the child. For the avoidance of doubt, where the Employer employs both parents of the child, only one parent will be entitled to payment under clause 18.1 but the other parent may be eligible to receive the parental allowance under clause 18.2.

- 18.4 During the period of time that the Employee is in receipt of paid birth-related or adoption-related leave and secondary carer leave under 18.1 and 18.2, the Employee:
- 18.4.1 is entitled to accrue personal/carer's leave, in accordance with clause 13 of this Agreement.
 - 18.4.2 does not accrue pro-rata Non Attendance Time in accordance with clause 33.3 of this Agreement.
 - 18.4.3 is entitled to accrue long service leave in accordance with clause 20 of this Agreement.
- 18.5 Paid parental leave cannot be taken concurrently with any other paid leave. The payment made to an Employee under the *Paid Parental Leave Act 2010* (Cwth) is not defined as paid leave provided by the Employer.
- 18.6 All other parental leave will be unpaid in accordance with clause 17 – Unpaid parental leave.
- 18.7 Entitlement to a subsequent period of paid parental leave will be subject to completion of 12 months' continuous paid service upon returning from parental leave as the primary caregiver.
- 18.8 If the pregnancy of an Employee ends by birth of a still born child, or the child is born and later dies, at least 20 weeks into the pregnancy, the Employee is entitled to take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee intended to take under clauses 18.1 and 18.2. This is referred to as 'special parental leave' for the purposes of this clause.
- 18.9 If the Employee takes less than the amount of paid leave under clauses 18.1 and 18.2, the Employee will be paid for the period of leave taken.
- 18.10 The period of leave with pay comprises paid special parental leave and annual leave (pro rata of four weeks' annual leave only) that would otherwise accrue during the paid special parental leave.
- 18.11 The period of paid special parental leave in 18.8 accrues personal/carer's leave and long service leave.

19 FAMILY VIOLENCE LEAVE

19.1 General Principle

The 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.

19.2 Definition of Family Violence

This Employer accepts the definition of Family Violence to be 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.

19.3 Confidentiality

19.3.1 Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under cl.19.3.1 is treated confidentially, as far as it is reasonably practicable to do so.

19.3.2 Nothing in cl.19.3.1 prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

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

19.4 Leave

19.4.1 All Employees will have access to twenty (20) days of paid family violence leave per annum to address matters relating to Family Violence on the following conditions:

- Family violence leave will not accrue from year to year. The entitlement is available in full at the start of each 12 month period of the Employee's employment;
- Paid family violence leave will not be paid out on termination;
- Family violence leave may be taken as consecutive days or as a single day, or as a fraction of a day, and must be applied for in advance where practicable; and
- Applications for family violence leave are to be made in writing directly to the Principal.

19.5 Interaction with NES

19.5.1 The paid entitlement in cl.19.4.1 will be offset against the paid NES leave entitlement.

20 LONG SERVICE LEAVE

20.1 Entitlement

20.1.1 Section 113 of the Act or the Long Service Leave Act 2018 (Vic) as appropriate, specifies the entitlement to long service leave at the time of making this Agreement.

20.1.2 After completing seven years of continuous employment, a Teacher is entitled to an amount of long service leave equal to 1/40th of the Teacher's period of continuous employment, less any period of long service leave taken during that period.

20.1.3 After completing seven years of continuous employment, an Employee other than a Teacher is entitled to long service leave as follows:

For service after 1 February 2003

An Employee is entitled to an amount of long service leave equal to 1/40th of the Employee's period of continuous employment, less any period of long service leave taken during that period.

For service prior to 1 February 2003

Service prior to 1 February 2003 accrues as specified in the *Long Service Leave Act 2018* (Vic.).

20.1.4 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.

20.1.5 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 base salary. For the purposes of payment, long service leave will be paid at an Employee's base rate of pay. Where an Employee holds an ongoing position of leadership/responsibility at the time of payment, long service leave will be paid at the Employee's ordinary rate of pay.

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

(i) Teachers and Clerical Employees previously engaged under the *Victorian Independent Schools – Clerical/Administrative Employees – Award 2004* whose time fraction has varied during service:

- is paid at a proportionate rate during long service leave, and
- the rate is determined by calculating an average of the time fractions over the period of eligible service.

(ii) All other Employees will be entitled to payment for long service leave calculated in accordance with the *Long Service Leave Act 2018* (Vic), as amended from time to time.

20.2 Illness on Long Service Leave

An Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Principal in writing for the period of illness or injury to be 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, provided the practitioner is reasonably accessible to the Employee and the application may be granted at the Principal's discretion based on the evidence provided.

20.2.1 The Employee's application:

- must be in writing and received by the Employer during the period of illness or injury when the Employee is physically capable of so doing;
- 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
- 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.

20.3 Timing and taking of long service leave

20.3.1 The timing of taking of long service leave will be negotiated between the Principal and the Employee for mutual advantage.

20.3.2 The Principal reserves the right to limit the number of Employees on leave at any one time or not to grant the leave if the operational requirements of the Employer would be adversely affected by an Employee taking such leave. The Principal may at their discretion agree to waive or reduce notice periods for a long service leave application to meet the needs of the Employer and the Employee.

20.3.3 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.

20.3.4 The period of long service leave for a Teacher will usually be for not less than one school term. Where a Teacher applies to take long service leave, the application must be in writing and submitted to the Principal no later than 12 months before the requested leave starts. An application for long service leave that falls outside these requirements will only be considered in exceptional circumstances. Where a Teacher does not have sufficient leave to cover an entire term, a period of leave without may be granted by the Principal.

20.3.5 The period of long service leave for an Employee will be for not less than one day. Where an Employee applies to take long service leave, they must provide reasonable notice. The application must be in writing and submitted to the Principal. Where an Employee is applying to take long service leave for a period more than 2 weeks, they must provide a minimum of six months' notice. Where an Employee is applying to take long service leave for a period of 2 weeks or less, they must provide a minimum of four weeks' notice. An application for long service leave that falls outside these requirements will only be considered in exceptional circumstances.

21 LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that annual leave and personal/carer's leave entitlements under this Agreement do not accrue during any period of leave without pay.

22 WORKERS COMPENSATION AND ACCIDENT MAKE-UP PAY

22.1 Entitlement to accident make-up pay

(a) Subject to clause 22.1(b), where an Employee becomes entitled to compensation payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (WIRC Act), the Employer who is liable to pay the compensation will pay to the Employee accident make-up pay being an amount equivalent to the difference between:

- the amount of compensation payable under the WIRC Act and, in respect of an Employee who is partially incapacitated, any wages earned by that Employee; and
- the amount that would have been payable under the Agreement (including the Employee's entitlement to Employer contributions to Superannuation) if the Employee had been performing their normal duties.

(b) Accident make-up pay will be paid for a maximum of 39 weeks, inclusive of non-term weeks, in respect of the same injury.

22.2 Accident make-up pay not payable

Accident make-up pay will not be payable if the Employee is on any form of paid leave.

22.3 Accrual of entitlements during a period of workers' compensation

If an Employee is absent from work because of an illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then the Employee does not accrue paid personal/carer's leave under the Agreement or under the Act (where relevant) for the duration of any such absence.

22.4 Accident make-up pay ceases

An Employee will cease to be entitled to accident make-up pay on the date upon which any of the following occur:

- (a) the Employee ceases to have an entitlement to receive weekly payments under the WIRC Act;
- (b) the Employee's employment is lawfully terminated by the Employer for any reason;
- (c) the Employee resigns; or
- (d) the Employee dies.

23 WITHHOLDING OF WAGES

23.1 Teachers

In the event that a Teacher does not provide the full notice required by clause 33.5, the Employer is entitled to withhold from any wages owing to the Teacher an amount equal to the remuneration that the Employee would have earned for the lower of two weeks and the number of weeks or days of the notice period that the Employee did not work.

23.2 Employees other than a Teacher

In the event that an Employee other than a Teacher does not provide the full notice required by clause 34.5, 35.5, 36.5 or 37.3, the Employer is entitled to withhold from any wages owing to the Employee an amount equal to the remuneration that the Employee would have earned for the lower of one week and the number of days of the notice period that the Employee did not work.

24 CONSULTATION ABOUT CHANGE

24.1 This clause applies if the Employer:

- (a) has made a definite decision to introduce a major change to 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.

24.2 For a major change referred to in clause 24.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 24.3 to 24.9 apply.

- 24.3 The relevant Employees may appoint a Representative for the purposes of the procedures in this term.
- 24.4 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the Representative;
- the Employer must recognise the Representative.
- 24.5 As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the Employees; and
 - 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:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the Employees; and
 - any other matters likely to affect the Employees.
- 24.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 24.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 24.8 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 24.2(a) and clauses 24.3 and 24.5 are taken not to apply.
- 24.9 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

- 24.10 For a change referred to in clause 24.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) clauses 24.11 to 24.15 apply.

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

24.12 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.

24.13 The Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
 - information about the proposed change (for example, information about the nature of the change to the Employee’s regular roster or ordinary hours of work and when that change is proposed to commence); and
 - information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - 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).

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

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

24.16 For the purposes of clauses 24.11 to 24.15, the Employer’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.

24.17 However, where a change to the educational timetable directly results in a change to the number of ordinary hours of work of an Employee or to the spread of hours over which the Employee’s ordinary hours, are required to be worked or the days over which the Employee is required to work, then clauses 24.11 to 24.15 will apply.

24.18 In this clause, relevant Employee means the Employees who may be affected by a change referred to in clause 24.1.

25 REDUNDANCY

25.1 Definition

Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job that the Employee has been doing done by anyone and that decision leads to the termination of employment of

the Employee, except where this is due to the ordinary and customary turnover of labour.

25.2 Transfer to lower paid duties

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

25.3 Severance pay

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

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	9 weeks' pay
4 years and less than 5 years	10 weeks' pay
5 years and less than 6 years	12 weeks' pay
6 years and less than 8 years	14 weeks' pay
8 years and less than 9 years	16 weeks' pay
9 years and less than 10 years	18 weeks' pay
10 years and less than 11 years	20 weeks' pay
11 years and less than 12 years	22 weeks' pay
12 years and less than 13 years	24 weeks' pay
13 years and over	26 weeks' pay

Weeks' pay means the base rate of pay for the Employee concerned. For the purposes of this clause continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer.

25.4 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and will be entitled to the same benefits and payments under clause 25.3 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

25.5 Alternative employment

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

25.6 Time off during notice period

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

25.6.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

26 PERFORMANCE MANAGEMENT PROCEDURE

- 26.1 Where the Employer is considering whether to terminate an Employee's employment for reasons related to performance, the Employer will apply the procedure in this clause.
- 26.2 A formal performance management procedure will commence with the Employer advising the Employee in writing of:
- (a) the Employer's concerns with the Employee's performance;
 - (b) the time, date and place of the first formal meeting to discuss the Employee's performance;
 - (c) the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance; and
 - (d) the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.
- 26.3 Formal performance management meetings will:
- (a) include discussion of the Employer's concerns with the Employee's performance;
 - (b) give the Employee an opportunity to respond to the Employer's concerns;
 - (c) include discussion of any counselling or assistance, where appropriate, available to the Employee;
 - (d) include documentation, where appropriate; and
 - (e) set periods of review, as appropriate.
- 26.4 If, following the procedure, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

27 CONDUCT MANAGEMENT PROCEDURE

- 27.1 Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- 27.2 The Employer will advise the Employee in writing of:
- (a) the Employer's concern(s) with the Employee's conduct;
 - (b) the time, date and place of the meeting to discuss the Employee's conduct;
 - (c) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct; and
 - (d) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- 27.3 The formal conduct management meeting(s) will:
- (a) include discussion of the Employer's concern(s) with the Employee's conduct; and

(b) give the Employee an opportunity to respond to the Employer's concern(s).

27.4 Concern(s) with an Employee's conduct may be resolved by:

(a) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;

(b) issuing the Employee with a warning or a final warning in writing;

(c) terminating the employment of the Employee in accordance with the relevant notice provision; or

(d) other action, appropriate to the situation.

27.5 Suspension of Employee

27.5.1 The Principal may suspend an Employee on full pay whilst an investigation into the alleged conduct of the Employee is being undertaken where the Principal is satisfied that it is in the best interests of the School, staff or students.

27.5.2 A suspended Employee will not be permitted on School premises or access to the School's digital infrastructure during the period of suspension without the express permission or direction of the Principal.

27.5.3 An Employee who is suspended must be available to attend work and participate in any conduct management process as directed by the Principal.

28 ALLOWANCES

28.1 Meal Allowance

28.1.1 The Employer will supply an Employee with a light meal should the Employer require an Employee to remain at school continuously until after 6pm on any day.

28.1.2 An Employee who is asked to attend a School event that commences after 6pm and who chooses to remain at School so as to attend such an event is entitled to a light meal upon request.

28.2 Camp/Overseas Cultural Excursion Allowance

28.2.1 Where an Employee attends an overnight School camp or overseas School excursion in which the Employee has direct responsibility for students' care, the School will pay an allowance of at least \$100 per night for the period of the Employee's stay over the course of this Agreement.

28.2.2 The camp allowance is not payable to an Employee in situations where an Employee accompanies the School group in a tourist or private capacity or when an Employee attends voluntarily and their attendance is in excess of the required number of staff for student/teacher ratios as determined by the School.

28.2.3 The camp allowance will only be paid in receipt of an approved camp allowance form signed by an Executive Director, and/or the Deputy Principal.

29 EQUIPMENT

29.1 Breakage and loss

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

29.2 Protective clothing

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

30 OTHER LEAVE

30.1 Examination Leave

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

30.2 Qualification Conferral Leave

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

30.3 Community Service Leave

31.3.1 Community service leave is provided for in the NES.

30.4 Jury Service Leave

30.4.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.

30.4.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

30.4.3 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.

30.4.4 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 the Court Authorities with respect to jury service.

30.4.5 Subject to 30.4.2, 30.4.3 of this clause, the Employee agrees to sign a salary deduction form stating that they authorise a deduction of the Court payment from the first salary payment after the end of the jury service. The School agrees to deduct these monies only if the Employee has not already paid the School the full amount received from the Court for jury service.

31 TUITION DISCOUNT

Employees are entitled to a staff discount of 33% on tuition fees for each daughter attending the School. The staff discount does not apply for daughters of casual Employees or those employed for a fixed term of one School Year or less.

Where an Employee's daughter is awarded a scholarship, the Employee may either choose to pay fees pursuant to this clause or pay fees at the scholarship rate but shall not be entitled to both.

Staff discount continues to apply if the Employee is on paid leave and up to one School Year of unpaid parental leave. The staff discount does not apply to any other form of unpaid leave.

The staff discount applies to the Term's fees billed in the Term coinciding with the Employee's employment.

The staff discount amount can be retrospectively rescinded if the non-discounted component is not paid by the Employee in accordance with the Employer's standard payment terms available within the *Enrolment, Fees & Processes Policy*.

32 EMPLOYEE ASSISTANCE PROGRAM

The Employer will provide an Employee Assistance Program to all Employees covered by this Agreement.

PART 3 – TEACHERS

33 TEACHERS

33.1 Classifications and Salary

33.1.1 Schedule 1 sets out the classification structure and progression through the salary scale for Teachers.

33.1.2 Schedule 1 sets out the salary for a Teacher, including a Casual Teacher.

33.2 Hours of Work

33.2.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months excluding any public holidays or annual leave taken. The averaging period will be the School Year.

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

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

33.2.4 A Full Time secondary Teacher is employed to undertake up to 17 hours of timetabled instructional time per week

33.2.5 A Full Time secondary Teacher is also employed to participate, as scheduled, in assembly/worship time, pastoral care duties, roll call duties, supervisory grounds duties, School-related activities and other additional duties such as rostered duties for up to 3.3167 additional hours per week.

33.2.6 A Full Time primary Teacher is employed to undertake up to 22 hours of timetabled instruction time per week including participation, as scheduled, in assembly time and morning and afternoon roll call.

33.2.7 In addition to the hours specified in clause 33.2.6, a Full-time primary Teacher is required to undertake additional hours of rostered duties up to 2 hours per week, such as lunch eating supervision, grounds duty at recess, lunchtime, before school or after school.

33.2.8 A Full Time Early Childhood Teacher is employed to undertake up to 27.5 hours of teaching and supervision time per week and participate, as scheduled, in assembly time.

33.2.9 A Full Time Teacher whose timetabled instruction time per week is below the relevant hours specified in this clause may be allocated other duties to bring the Teacher up to the specified hours.

33.2.10 A Part Time Teacher will have timetabled instruction or supervision pro-rata of the hours specified in this clause and, in addition, may be required to undertake additional rostered duties up to 3 hours and 20 minutes per week on a pro rata basis.

33.2.11 A Part Time Teacher will be paid pro-rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro-rata basis on the specified hours. The pro-rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are 17 hours secondary, 22 hours primary and 27.5 hours early childhood.

$$\frac{\text{Number of face-to-face hours per week}}{\text{Number of face-to-face hours per Full Time teacher per week}} \times \text{Full Time annual salary}$$

33.3 Non Attendance Time

33.3.1 A Teacher is not required to attend at the School during Non Attendance Time but is required to perform such professional duties as are reasonably necessary to enable the proper performance of the Teacher's role within the School. The Teacher's role is defined by the Employer.S

33.3.2 An exception to 33.3.1 is where a Teacher appointed to the position of an Executive negotiates alternative attendance arrangements with the Principal.

33.3.3 Notwithstanding the period referred to in 33.3.1, a Teacher may be requested to attend the School during Non Attendance Time from time to time.

33.3.4 Non Attendance Time is not a period of authorised leave for the purpose of the Act.

33.3.5 Where a Teacher takes unpaid leave of more than ten days during Attendance Time, the number of days of Attendance Time will be reduced by the number of days taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in clause 33.3.7.

33.3.6 A Teacher who commences employment after the usual date of commencement at the School in any school year, will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to 33.3.7 at the end of the School year and this will be apportioned over the remaining pay periods until the commencement of the School year.

33.3.7 If a Teacher's employment is terminated or a Teacher resigns prior to the end of Term 4 in any School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\frac{\text{Number of days of Teacher's Attendance Time}}{\text{Total days of School's Attendance Time}} \times \text{Non Attendance Time} = \text{Non Attendance Time Taken}$$

33.4 Annual Leave

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

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

33.4.3 A Teacher must take an amount of annual leave during each of the shutdown periods following the end of Term 1, 2, 3 and 4. The Shut Down Period may differ for individual Teachers, depending on work commitments and activities.

33.4.4 A Teacher and the Employer may agree in writing that the Teacher perform duties during all or part of the Shut Down Period and defer taking the equivalent period of annual leave to another time.

33.4.5 Where a Teacher has not accrued sufficient annual leave to cover the Shut Down Period, the Teacher is entitled to leave without pay.

33.5 Notice of Termination

- 33.5.1 Where the Employer wishes to terminate the employment of a Teacher who has had five or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.
- 33.5.2 Subject to clause 9, where the Employer wishes to terminate the employment of a Teacher who has had more than six months' continuous service but less than five years' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one School term or full payment in lieu.
- 33.5.3 Where the Employer wishes to terminate the employment of a Fixed Term Teacher who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer that the Teacher being replaced wishes to return from parental leave. The Fixed Term Teacher provides the same period of notice.
- 33.5.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule 1 that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 33.5.5 Subject to clause 9, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one School term.
- 33.5.6 The notice period in this clause does not apply where the Teacher is guilty of serious misconduct.

33.6 Incremental Redundancy

- 33.6.1 Where the Employer decides to reduce the load of a Part Time Teacher such that the time fraction would be reduced by 50 per cent or more over two consecutive School Years, and the reduction in load is not at the request of the Teacher, the Teacher is entitled to advise the School that the proposed reduction for the second consecutive School Year is not acceptable.
- 33.6.2 The Employer, upon being advised by the Teacher that the reduction in load of 50 per cent or more over two consecutive School Years is not acceptable, will declare the Teacher's position redundant in accordance with clause 24 of this Agreement.
- 33.6.3 In calculating the severance pay applicable under clause 24.4 the Teacher is entitled to have severance pay calculated using the Teacher's time fraction on the day immediately preceding the first of the two consecutive School Years on which the Teacher's time fraction was reduced.

PART 4 – SCHOOL ASSISTANTS

34 SCHOOL ASSISTANTS

34.1 Classifications and Salary

- 34.1.1 Schedule 2A sets out the classification structure and progression through the salary scale.
- 34.1.2 Schedule 2B sets out the salary for a School Assistant entitled to School Holidays.
- 34.1.3 Schedule 2C sets out the salary for a School Assistant entitled to five weeks' annual leave.

34.2 Annual Leave

- 34.2.1 Annual Leave is provided for in the NES. This clause supplements the NES provisions.
- 34.2.2 A School Assistant is entitled to five weeks' annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.
- 34.2.3 A School Assistant must generally take an amount of annual leave during a Shut Down Period.
- 34.2.4 Where a School Assistant has not accrued sufficient annual leave to be taken during the Shut Down Period, the School Assistant will be entitled to leave which will be unpaid.

34.3 School Holidays

- 34.3.1 A School Assistant is entitled to School Holidays, which is inclusive of the annual leave in clause 34.2, if specified at the time of employment or during a period of employment.
- 34.3.2 The salary for a School Assistant in Schedule 2B takes this period of additional leave into account.
- 34.3.3 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 34.3.4 A School Assistant who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro-rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

$$\frac{\text{School Assistant's Working Weeks}}{\text{School's Working Weeks}} \times \text{School Holidays (weeks)}$$

Note: A School Assistant's Working Weeks exclude any periods of leave without pay in excess of ten days

34.4 Additional Leave – School Assistants

34.4.1 The Employer may engage and require a School Assistant to work the School's term weeks or any number of weeks equal to or greater than the number of term weeks up to a maximum of 48 weeks in a School Year (inclusive of public holidays).

34.4.2 For the purpose of this sub-clause, Additional Leave is defined as the number of weeks of a School Year (excluding annual leave) that the Employer does not require the School Assistant to work.

34.4.3 Additional Leave is authorised leave for the purpose of the Act.

34.4.4 The salary for a School Assistant with additional leave will be as per the following formula:

$$\text{Annual Salary} = (52.18 - A + B) \times C \times D$$

where:

A = number of weeks of additional leave. The number of weeks of additional leave in the formula above must not exceed eight weeks (exclusive of annual leave and additional leave) except where the Employer agrees to additional leave of more than eight weeks at the request, in writing, of the School Assistant.

B = number of weeks of public holidays falling during periods of additional leave and annual leave.

C = Full Time weekly salary (refer to Schedule 2C).

D = the proportion of Full Time hours the School Assistant will be working, if employed on a part-time basis.

provided that the adult weekly salary, where adjusted for additional leave, will not be less than the National Minimum Wage.

Note 1: The number of public holidays falling during annual leave and/or additional leave may change from year to year, necessitating recalculation of each year's annual salary.

Note 2: The Employer and a School Assistant may change the additional leave arrangements by mutual agreement.

34.5 Notice of Termination

34.5.1 Subject to clause 9, where the Employer wishes to terminate the employment of a School Assistant, and the School Assistant has more than six months' service with the Employer, the Employer must give the School Assistant four weeks' notice in writing, or full payment in lieu. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

34.5.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.

- 34.5.3 Subject to clause 9, a School Assistant must provide the Employer with a minimum of four weeks' notice in writing if the School Assistant has more than six months service with the Employer. Where a School Assistant is entitled to School Holidays under clause 34.3, notice is to be given wholly within the one school term.
- 34.5.4 In addition to the period of notice specified in clause 34.5.1, a School Assistant over 45 years of age at the time of being given notice with not less than five years of continuous service, will be entitled to an additional week's notice.
- 34.5.5 The notice period in this clause and clause 9 do not apply where the School Assistant is guilty of serious misconduct.

34.6 Hours of Work

- 34.6.1 The normal hours of work for a School Assistant will be 38 hours per week to be worked as agreed in advance with the School Assistant and the Employer as well as any changes to daily start and finish times. The span of hours will be Monday to Friday between 7.00am to 6.00pm.
- 34.6.2 Where the Principal or Chief Financial Officer requires a School Assistant to work hours that are in addition to the normal hours of work on that day, the Principal or Chief Financial Officer will discuss the proposal with the School Assistant in advance of the hours being worked. The School Assistant is not required to agree to the proposal to work the additional or different hours.
- 34.6.3 Where the Employer requires a School Assistant to work hours additional to the averaging arrangement, the Employer will pay the School Assistant for the first three additional hours worked at 150 percent of the ordinary rate of pay and 200 percent of the ordinary rate of pay for any hours in excess of the first three additional hours worked, with the next salary payment.
- 34.6.4 The Employee and the Employer may agree in writing that the Employee will be entitled to time off in lieu for the additional hours worked equivalent to the number of additional hours worked instead of being paid an overtime payment in accordance with clause 34.6.3. The time off in lieu must be taken within a period of 6 months after the additional hours were worked.
- 34.6.5 Where an agreement has been made in accordance with clause 34.6.4 and one of the following applies:
- The time off in lieu has not been taken within a six (6) month period of working the additional hours;
 - The Employee's employment terminates prior to the Employee taking the time off in lieu; or
 - If requested by the Employee at any time, to be paid for the additional hours worked covered by an agreement under clause 35.6.4 but not taken as time off in lieu;

the Employer will pay the Employee for the additional hours at the relevant rate earned.

34.7 Reasonable Additional Hours

34.7.1 An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.

34.7.2 Where the Employee's hours are averaged:

- (a) the Employee will be paid for all such additional hours at the casual hourly rate of pay (which is inclusive of a 25% loading), provided that the additional hours fall within the applicable daily spread of hours in 34.6, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
- (b) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

34.7.3 Where the Employee's hours are not averaged:

- (a) the Employee will be paid for all such additional hours at the casual hourly rate of pay (which is inclusive of a 25% loading), provided that the additional hours worked fall within the applicable daily spread of hours in 34.6, and do not result in the Employee working more than eight hours on that day; and
- (b) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

34.7.4 Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.

34.7.5 Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

PART 5 – CLERICAL AND INFORMATION TECHNOLOGY EMPLOYEES

35 CLERICAL AND INFORMATION TECHNOLOGY EMPLOYEES

35.1 Definition

For the purpose of this clause, Employee means a Clerical Employee and an Information Technology Employee.

35.2 Classifications and Salary

35.2.1 Schedule 3A sets out the classification structure and progression through the salary scale for Clerical Employees. Schedule 6B sets out the classification structure and progression through the salary scale for Information Technology Employees.

35.2.2 Schedule 3B sets out the salary for Clerical Employees. Schedule 6A sets out the salary for Information Technology Employees.

35.3 Annual Leave

35.3.1 Annual Leave is provided for in the NES. This clause supplements the NES.

35.3.2 An Employee is entitled to five weeks' annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.

35.3.3 An Employee must generally take an amount of annual leave during a Shut Down Period.

35.3.4 An Employee may make an application in writing to cash out accrued annual leave not more than once in any 12 month period and no more than an amount of 2 weeks of annual leave. The granting of the application is at the Employer's discretion, and is subject to:

- The Employee and the Employer entering into an agreement in writing which states the amount of leave to be cashed out, the amount of the payment and the date on which the payment will be made. The Employer will keep a copy of the written agreement as an employee record;
- The Employee's remaining accrued entitlement to paid annual leave being not less than five weeks after the cash out;
- The Employee being paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone; and
- The Employer's financial capacity to grant the application.

35.4 Additional Leave

35.4.1 The Employer may engage and require a Clerical or Information Technology Employee to work the School's term weeks or any number of weeks equal to or greater than the number of term weeks up to a maximum of 48 weeks in a School Year (inclusive of public holidays).

35.4.2 For the purpose of this subclause, Additional Leave is defined as the number of weeks of a School Year (excluding annual leave) that the Employer does not require the Clerical or Information Technology Employee to work.

35.4.3 Additional Leave is authorised leave for the purpose of the Act.

35.4.4 The salary for a Clerical or Information Technology Employee with additional leave will be as per the following formula:

$$\text{Annual Salary} = (52.18 - A + B) \times C \times D$$

where:

A = number of weeks of additional leave. The number of weeks of additional leave in the formula above must not exceed eight weeks (exclusive of annual leave and additional leave) except where the Employer agrees to additional leave of more than eight weeks at the request, in writing, of the Clerical or Information Technology Employee.

B = number of weeks of public holidays falling during periods of additional leave and annual leave.

C = Full Time weekly salary (refer to Schedule 3B)

D = the proportion of Full Time hours the Clerical or Information Technology Employee will be working, if employed on a part-time basis

provided that the adult weekly salary, where adjusted for additional leave, will not be less than the National Minimum Wage.

Note 1: The number of public holidays falling during annual leave and/or additional leave may change from year to year, necessitating recalculation of each year's annual salary.

Note 2: The Employer and a Clerical or Information Technology Employee may change the additional leave arrangements by mutual agreement

35.5 Notice of Termination

35.5.1 Subject to clause 9, where the Employer wishes to terminate the employment of an Employee, the Employer must give the Employee the following amount of notice or full payment in lieu:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

35.5.2 In addition to the notice specified in clause 35.5.1, an Employee over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, is entitled to an additional week's notice.

35.5.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 3B or Schedule 6A that an Employee would have received by working during the notice period if the Employee's employment had not been terminated.

35.5.4 Subject to clause 9, an Employee must provide the Employer with the following amount of notice in writing if the Employee has more than 6 months' service with the Employer.

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

35.5.5 The notice period in this clause and clause 9 do not apply where the Employee is guilty of serious misconduct.

35.6 Hours of work

35.6.1 The normal hours of work for an Employee will be 38 hours per week or an average of 38 hours over a month or fortnight. The span of hours will be Monday to Friday between 7.00am to 6.00pm.

35.6.2 Where the Principal or Chief Financial Officer requires an Employee to work hours that are in addition to the normal hours of work on that day, the Principal or Chief Financial Officer will discuss the proposal with the Employee in advance of the hours being worked. The Employee is not required to agree to the proposal to work the additional or different hours.

35.6.3 Where the Employer requires an Employee to work hours additional to the averaging arrangement, the Employer will pay the Employee for the first three additional hours worked at 150 percent of the ordinary rate of pay and 200 percent of the ordinary rate of pay for any hours in excess of the first three hours worked, with the next salary payment.

35.6.4 The Employer and Employee may agree in writing that the Employee will be entitled to time off in lieu for the additional hours worked equivalent to the number of additional hours worked instead of being paid an overtime payment in accordance with clause 35.6.3. The time off in lieu must be taken within a period of 6 months after the additional hours were worked.

35.6.5 Where an agreement has been made in accordance with clause 35.6.4 and one of the following applies:

- The time off in lieu has not been taken within a six (6) month period of working the additional hours;
- The Employee's employment terminates prior to the Employee taking the time off in lieu; or
- If requested by the Employee at any time, to be paid for the additional hours worked covered by an agreement under clause 35.6.4 but not taken as time off in lieu;

the Employer will pay the Employee for the additional hours at the relevant rate earned.

35.7 Reasonable Additional Hours

35.7.1 An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.

35.7.2 Where the Employee's hours are averaged:

- (a) the Employee will be paid for all such additional hours at the casual hourly rate of pay (which is inclusive of a 25% loading), provided that the additional hours fall within the applicable daily spread of hours in

35.6.1, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and

- (b) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

35.7.3 Where the Employee's hours are not averaged:

- (a) the Employee will be paid for all such additional hours at the casual hourly rate of pay (which is inclusive of a 25% loading), provided that the additional hours worked fall within the applicable daily spread of hours in 35.6.1, and do not result in the Employee working more than eight hours on that day; and
- (b) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

35.7.4 Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.

35.7.5 Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

PART 6 – EARLY LEARNING CENTRE ASSISTANTS

36 EARLY LEARNING CENTRE ASSISTANTS

36.1 Definition

For the purpose of this clause, Early Learning Centre Assistant includes ELC Assistant.

36.2 Classifications and Salary

36.2.1 Schedule 4A sets out the salary structure for an ELC Assistant.

36.2.2 Schedule 4B sets out the classification structure for an ELC Assistant.

36.3 Annual Leave

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

36.3.2 An ELC Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.

36.3.3 An ELC Assistant must generally take an amount of annual leave during a Shut Down Period.

36.3.4 Where an ELC Assistant has not accrued sufficient annual leave to be taken during the Shut Down Period, the ELC Assistant will be entitled to leave which will be unpaid.

36.4 School Holidays

36.4.1 An ELC Assistant is entitled to School Holidays, which are inclusive of the annual leave in clause 36.3, if specified at the time of employment or during a period of employment.

36.4.2 The salary for an ELC Assistant in Schedule 4A takes this period of additional leave into account.

36.4.3 An ELC Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

36.4.4 An ELC Assistant who is employed for part only of a School Year or who takes leave without pay in excess of ten (10) working days in any School Year, will be paid on a pro-rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

$$\frac{\text{Early Childhood Assistant's Working Weeks}}{\text{School's Working Weeks}} \times \text{School Holidays (already taken)}$$

Note: All amounts are expressed in weeks or part-weeks

36.5 Notice of Termination

- 36.5.1 Subject to clause 9, where the Employer wishes to terminate the employment of an ELC Assistant, and the ELC Assistant has more than six months' service with the Employer, the Employer must give the ELC Assistant four weeks' notice in writing, or full payment in lieu. Notice is to be given wholly within the one school term.
- 36.5.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay that an ELC Assistant would have received by working during the notice period if the ELC Assistant's employment had not been terminated.
- 36.5.3 Subject to clause 9, an ELC Assistant must provide the Employer with a minimum of four weeks' notice in writing if the ELC Assistant has more than six months service with the Employer. Where an ELC Assistant is entitled to School Holidays under clause 34.3, notice is to be given wholly within the one school term.
- 36.5.4 In addition to the period of notice specified in clause 34.4.1, an ELC Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service, will be entitled to an additional week's notice.
- 36.5.5 The notice period in this clause and clause 9 do not apply where the ELC Assistant is guilty of serious misconduct.

36.6 Hours of work

- 36.6.1 The normal hours of work for an ELC Assistant will be 38 hours per week to be worked as agreed in advance with the ELC Assistant and the Employer as well as any changes to daily start and finish times. The span of hours will be Monday to Friday 6.30am to 6.30pm.
- 36.6.2 The Principal may require an ELC Assistant to work hours that are in addition to the normal hours of work on that day, in accordance with the arrangement specified in Schedule 4A.

36.7 Reasonable Additional Hours

- 36.7.1 An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.
- 36.7.2 Where the Employee's hours are averaged:
- (a) the Employee will be paid for all such additional hours at the casual hourly rate of pay (which is inclusive of a 25% loading), provided that the additional hours fall within the applicable daily spread of hours in 36.6.1, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (b) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

36.7.3 Where the Employee's hours are not averaged:

the Employee will be paid for all such additional hours at the casual hourly rate of pay (which is inclusive of a 25% loading), provided that the additional hours worked fall within the applicable daily spread of hours in 36.6.1, and do not result in the Employee working more than eight hours on that day; and

in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

36.7.4 Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.

36.7.5 Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

PART 7 – FACILITIES AND OUTDOOR EMPLOYEES

37 FACILITIES AND OUTDOOR EMPLOYEES

37.1 Classifications and Salary

37.1.1 Schedule 5A sets out the salary structure for a Facilities and/or Outdoor Employee ('the F/O Employee').

37.1.2 Schedule 5B sets out the classification structure for an F/O Employee.

37.2 Annual Leave

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

37.2.2 A Facilities and Outdoor Employee is entitled to five weeks' annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.

37.2.3 An Employee may make an application in writing to cash out accrued annual leave not more than once in any 12 month period. The granting of the application is at the Employer's discretion, and is subject to:

- The Employee and the Employer entering into an agreement in writing which states the amount of leave to be cashed out, the amount of the payment and the date on which the payment will be made. The Employer will keep a copy of the written agreement as an employee record;
- The Employee's remaining accrued entitlement to paid annual leave being not less than five weeks after the cash out;
- The Employee being paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone; and
- The Employer's financial capacity to grant the application.

37.3 Notice of Termination

37.3.1 Subject to clause 9, where the Employer wishes to terminate the employment of an F/O Employee, and the F/O Employee has more than six months' service with the Employer, the Employer must give the F/O Employee four weeks' notice in writing, or full payment in lieu.

37.3.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay that an F/O Employee would have received by working during the notice period if the F/O Employee's employment had not been terminated.

37.3.3 Subject to clause 9, an F/O Employee must provide the Employer with a minimum of four weeks' notice in writing if the F/O Employee has more than six months' service with the Employer.

37.3.4 In addition to the period of notice specified in clause 34.4.1, an F/O Employee over 45 years of age at the time of being given notice with not less than 5 years of continuous service, will be entitled to an additional week's notice.

37.3.5 The notice period in this clause and clause 9 do not apply where the F/O Employee is guilty of serious misconduct.

37.4 Hours of Work

37.4.1 The normal hours of work for an F/O Employee will be 38 per week to be worked as agreed in advance with the F/O Employee and the Employer as well as any changes to daily start and finish times. The span of hours will be Monday to Friday between 6.00am to 6.00pm.

37.4.2 The Principal may require an F/O Employee to work hours that are in addition to the normal hours of work on that day, in accordance with the arrangement specified in Schedule 5A.

37.5 Meal Breaks

37.5.1 A period of not less than thirty (30) minutes, not later than five (5) hours after commencing work, will be allowed for a meal break.

37.5.2 An F/O Employee required to work through their normal meal break will be paid at the rate of time and half until such time as the F/O Employee receives a meal break of the customary duration.

37.6 Tea Breaks

37.6.1 A tea break of ten (10) minutes duration, to be counted as time worked, will be allowed during the morning and afternoon periods of each working day to each individual F/O Employee at a time to be arranged by the Employer.

37.6.2 The afternoon tea break provided in clause 37.6.1 will not be taken where the majority of employees agree to forego the break and cease normal work ten (10) minutes earlier each day, or substitute the morning tea break with a twenty (20) minute break rather than a ten (10) minute break.

37.7 Crib Breaks

37.7.1 An F/O Employee working overtime will be allowed a crib break of twenty (20) minutes duration without deduction of pay after each four hours of overtime worked if the F/O Employee continues to work after such a break.

37.7.2 Where the period of overtime is to be for more than one and a half hours an F/O Employee will be allowed a meal break of twenty (20) minutes after ordinary hours before starting overtime. This break will be paid for at ordinary rates.

37.7.3 The Employer and an F/O Employee may agree to any variation of the provisions of 37.7.2 to meet the circumstances of the work in hand provided that the Employer will not be required to make payment in respect of any time allowed in excess of twenty (20) minutes.

37.8 Reasonable Additional Hours

37.8.1 An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.

37.8.2 Where the Employee's hours are averaged:

- (a) the Employee will be paid for all such additional hours at the casual hourly rate of pay (which is inclusive of a 25% loading), provided that the additional hours fall within the applicable daily spread of hours in 37.4.1, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and

- (b) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

37.8.3 Where the Employee's hours are not averaged:

- (a) the Employee will be paid for all such additional hours at the casual hourly rate of pay (which is inclusive of a 25% loading), provided that the additional hours worked fall within the applicable daily spread of hours in 37.4.1, and do not result in the Employee working more than eight hours on that day; and;
- (b) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

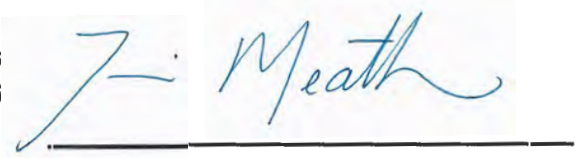
37.8.4 Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.

37.8.5 Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

DECLARATION

This Agreement is executed at South Yarra, Victoria on this: 2nd day of May 2023

Signed for and on behalf of Melbourne Girls Grammar – an Anglican School (ACN 116 806 163) as represented by:

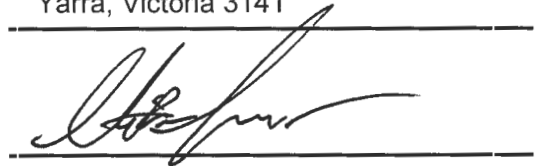


Dr Toni E. Meath, Principal

Address

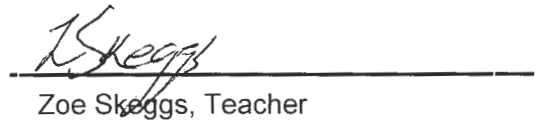
c/o 86 Anderson Street, South Yarra, Victoria 3141

In the presence of



Christian Lawless, Witness

Signed for and on behalf of the Employees represented by:

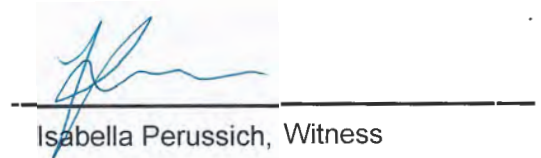


Zoe Skeggs, Teacher

Address of the Employee Representative

c/o 86 Anderson Street, South Yarra, Victoria 3141

In the presence of



Isabella Perussich, Witness

SCHEDULES

SCHEDULE 1 – TEACHER RATES OF PAY

1.1 Annual Salary

- 1.1.1 A Full Time Teacher will be paid not less than the rate of pay relevant to the Teacher's classification.

Teacher Classification	2023	2024	2025
P1	83,772	86,268	88,140
P2	86,112	88,608	90,636
P3	88,296	90,948	92,976
4	94,380	97,188	99,372
5	98,436	101,400	103,584
6	99,996	102,960	105,300
7	103,896	107,016	109,356
8	107,796	110,916	113,412
9	111,540	114,972	117,468
10	115,440	119,028	121,680
QT1	124,644	128,388	131,352
QT2	129,012	132,912	135,876
Responsibility Allowance Increase	3.25%	3%	2.25%

- 1.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.
- 1.1.3 Until a Teacher reaches Level QT1, providing a Teacher has a minimum load of 40%, an automatic progression to the next level occurs after completion of 12 months' continuous service at each level on 1 February of each year. Where a teacher's load is less than 40%, the Teacher must complete 24 months' service at each level until progressing to the next.
- 1.1.4 A Teacher may only progress from QT1 to QT2 level upon meeting the performance standards and expectations as defined by the School. QT2 standards and expectations will be guided by the National Professional Standards for Teachers as defined by AITSL, the fourth and final career stage 'Lead Teacher'.
- 1.1.5 The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.
- 1.1.6 A Teacher holding Full or Provisional Registration with the Victorian Institute of Teaching, who has 4-year approved training course beyond secondary school including teacher training, will commence at Level P1 and progress up to Level QT1 after completion of 12 months service at each level on 1 February of each School Year in accordance with this Schedule 1, 1.1.3.

- 1.1.7 A Permission to Teach Teacher will be paid not less than Level P1. Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.
- 1.1.8 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule 1 - Teachers Rates of Pay, according to qualifications and teaching experience. Teaching experience does not include employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program) or as a Teacher of an English Language School. At the Principal's discretion, it may consider other relevant experience to be the equivalent of teaching experience.
- 1.1.9 In the case of casual relief teaching, the equivalent of a fulltime year of teaching service is 185 full casual days in Australian Schools.
- 1.1.10 In the case of an early childhood/preschool Teacher, the following will count as service:
- (a) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
 - (b) teaching experience of children from four to eight years (or in the infants' department) of a school registered and/or accredited under the relevant authority in each state or territory;
 - (c) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and,
 - (d) service as a diploma qualified childcare worker, at the rate of one (1) year for every three (3) years' service up to a maximum of four years.
- 1.1.11 The Employer may require that the Teacher provide documentary evidence of qualifications and Teaching experience. The Employer may decline to recognise the relevant qualification or experience until such evidence is provided. Evidence of qualifications and Teaching experience includes but not limited to:
- (a) Academic Transcripts;
 - (b) Statements of Service;
 - (c) Employment Contracts.
- 1.1.12 On commencement of this Agreement, a four-year trained Teacher who acquires additional qualifications relevant to their role Teaching and education role in the School, is entitled to be credited with the equivalent of 1 year of experience for each qualification (where the qualification is at least the equivalent of 1 full year course of study).

1.1.13 A Teacher is required to notify the Employer in writing of the acquisition of the qualification. The written notice must be accompanied by satisfactory evidence of acquisition, which ordinarily will include a certified copy of the award and transcript of results.

1.1.14 The advancement will take effect from the commencement on 1 February of the next school year after the Teacher gains the qualification.

1.2 Casual rate of pay

Casual Teachers will be paid no less than the rates prescribed by the Educational Services (Teachers) Award 2020.

1.3 Position of Responsibility Allowances

1.3.1 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 required of an employee in that particular level. An allowance is linked to a position of responsibility rather than tied to an individual employee. The Principal determines who is eligible for a responsibility allowance.

1.3.2 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. Where the position of responsibility is shared, then monetary and time allowances may also be shared.

1.3.3 Responsibility Allowances are set out below:

	Monetary allowance		Time allowance
MA Level 1	2,000	TA Level 1	2 periods per cycle
MA Level 2	4,500	TA Level 2	3 periods per cycle
MA Level 3	5,500	TA Level 3	4 periods per cycle
MA Level 4	6,500	TA Level 4	6 periods per cycle
MA Level 5	8,500	TA Level 5	8 periods per cycle
MA Level 6	*	TA Level 6	*
*Principal's discretion		*Principal's discretion	

Note: There is no direct correlation between the Monetary Allowance Level codes and the Time Allowance Level codes. The above positions of responsibility are indicative only. The assignment of a position to a particular level is at the discretion of the Principal with Level 6 being the most significant level of responsibility.

1.3.4 Positions of responsibility are tenured and specific positions may change from year to year depending on the operational requirements of the School.

SCHEDULE 2A –SCHOOL ASSISTANT CLASSIFICATION STRUCTURE

2A.1 Classifying school assistants

2A.1.1 Positions for ancillary staff employed in libraries, laboratories and on audio-visual duties, and as teacher aides will be classified in accordance with the following criteria.

2A.1.2 With the exception of Level 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as “typical” at each of the grades. A position need not involve all the duties listed as “typical” of the grade nor are the typical duties the only ones which may be required.

2A.1.3 Upon engagement, the Employer will inform a School Assistant of the classification grade and the rate of pay applying to that classification.

2A.2 Level 1

2A.2.1 Positions

Positions for which qualifications are not required:

- teacher aide, including an early childhood assistant
- library assistant
- laboratory assistant
- audio visual assistant

2A.2.2 Characteristics

It is characteristic of this classification that the School Assistant may be required to perform any combination of a wide range of routine functions under reasonably direct oversight but may, after gaining experience, exercise some degree of autonomy and exercise discretion.

2A.2.3 Typical duties

The duties of positions at this level may include some or all of the following:

2A.2.3(a) Library assistant:

Provision of general assistance of a supportive nature for professional and para-professional library staff including:

- processing books (marking, covering, repairing and shelving)
- sorting catalogue cards
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying

2A.2.3(b) Audio-visual assistant

Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio and video recording.

2A.2.3(c) Laboratory assistant

Routine tasks including:

- simple maintenance of equipment and materials
- care of fauna and flora
- setting up less complex experiments such as are typically conducted at years 7-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

2A3.2.3(d) Teacher aide

Provision of general assistance of a supportive nature for teaching staff as directed including:

- i. assist with the collection, preparation and distribution of teaching aids
- ii. maintain records of books and materials distributed
- iii. assist with clerical duties associated with normal classroom activities e.g. pupil records, collections etc.
- iv. collect and distribute stock and equipment
- v. assist teachers with care of children on School excursions, sports days, and other out of classroom activities.

2A.3 Level 1A

2A.3.1 Characteristics

Positions, the occupants of which are required by the Employer to undertake a relevant post-secondary course of study.

2A.3.2 Positions

- library technician-in-training
- laboratory technician-in-training
- audio-visual technician-in-training

2A.4 Level 2

Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification, but could also be gained from on the job relevant experience considered equivalent by the Employer.

2A.4.1 Positions

- library technician
- laboratory technician
- audio-visual technician

2A.4.2 Characteristics

It is characteristic of this classification that the School Assistant may be required to perform any combination of a wide range of functions under direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.

2A.4.3 Typical duties

In addition to some or all Grade 1 or Grade 1A duties, the duties of positions at this level may include some or all of the following:

2A.4.3(a) Library technician

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- under direction, assist teaching staff to take story groups
- searching and identifying fairly complex bibliographic material
- simple copy cataloguing
- filing catalogue cards
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

2A.4.3(b) Audio-visual technician

Performing responsible tasks associated with the efficient operation of an audio-visual section including such tasks as:

- operating and maintaining a wide range of equipment
- demonstrating and explaining the operation of equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc.
- evaluating and making recommendations for purchase

2A.4.3(c) Laboratory technician

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- manufacturing and servicing equipment
- implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- culturing, preparing for use and being responsible to the Head of Department for the security of bacterial, viral or other like substances
- ordering supplies and materials

2A.5 Level 3

Positions, the duties of which require, in addition to the knowledge and skills required at Level 2 level, additional experience or knowledge such as would normally be gained from the completion of an additional year of post-secondary qualification but could also be gained from on the job relevant experience considered equivalent by the Employer.

2A.5.1 Positions

- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- senior audio-visual technician
- audio-visual co-ordinator

2A.5.2 Characteristics

It is an essential characteristic of a School Assistant at this classification level that such School Assistant is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of a School Assistant classified as a School Assistant Level 1 or 2.

2A.5.3 Typical duties

In addition to some duties specified for lower level positions, the duties of positions at this level may include some or all of the following:

2A.5.3(a) Senior library technician/librarian

Performing responsible tasks associated with the efficient operation of a library such as:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate

- in-charge of an identifiable functional unit (e.g. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

2A.5.3(b) Senior audio-visual technician/audio-visual co-ordinator

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

- production of resource material, e.g., multimedia kits, video and film clips
- teaching skills to teachers and individual students
- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

2A.5.3(c) Senior laboratory technician/laboratory manager

Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:

- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

2A.6 Level 4

Characteristics and duties as for Level 3, but must be directly supervising at least two Full Time Employees or at least three Employees if any of the Employees are part-time.

**SCHEDULE 2B – RATES OF PAY FOR SCHOOL ASSISTANTS
WITH SCHOOL HOLIDAYS**

2B.1 A Full Time School Assistant entitled to School Holidays will be paid not less than the following annual salary, which includes leave loading, relevant to the School Assistant's classification.

Level	2023	2024	2025
1/1	50,869	52,395	53,574
1/2	52,412	53,984	55,199
1/3	53,993	55,613	56,864
1/4	55,448	57,112	58,397
1/5	57,043	58,754	60,076
1a/1	58,776	60,539	61,902
1a/2	60,192	61,997	63,392
2/1	61,224	63,061	64,480
2/2	62,352	64,222	65,667
2/3	64,353	66,283	67,775
2/4	65,918	67,895	69,423
2/5	67,502	69,527	71,091
2/6	69,070	71,142	72,743
3/1	70,619	72,738	74,374
3/2	72,679	74,859	76,543
3/3	74,402	76,634	78,358
3/4	76,297	78,586	80,354
3/5	77,964	80,303	82,110
3/6	80,064	82,466	84,322
4/1	80,064	82,466	84,322
4/2	81,014	83,444	85,322
4/3	82,129	84,593	86,496
4/4	82,993	85,483	87,407
4/5	83,852	86,368	88,311
4/6	84,665	87,205	89,167

2B.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

2B.1.3 The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

2B.2 Casual Rate of Pay

2B.2.1 A Casual School Assistant will be paid the hourly rate of pay appropriate for the class of work performed plus a loading of 25%.

2B.2.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this agreement to annual leave or School Holidays, leave loading, personal/carer's leave, paid compassionate leave, paid family violence leave and paid parental allowance.

2B.3 Part Time Salary

A Part Time School Assistant will be paid pro rata of the salary that the School Assistant would be entitled to receive if employed as a Full Time School Assistant. The pro rata annual salary is calculated using the following formula:

$$\frac{\text{Total Hours Employed Per week}}{38} \times \text{Appropriate Full Time Annual Salary}$$

2B.4 Incremental Advancement

Advancement to the next increment within the appropriate Level will take place on 1 February of each year after completion of 12 months' continuous service at each level. A School Assistant employed for 40 per cent or less of Full Time working hours will be required to complete 24 months' continuous service before advancement.

**SCHEDULE 2C – RATES OF PAY FOR SCHOOL ASSISTANTS
WITH ANNUAL LEAVE**

2C.1 A Full Time School Assistant entitled to Annual Leave will be paid not less than the following annual salary, which includes leave loading, relevant to the School Assistant's classification.

Level	2023	2024	2025
1/1	55,031	56,682	57,958
1/2	56,702	58,403	59,717
1/3	58,430	60,183	61,537
1/4	60,053	61,855	63,247
1/5	61,801	63,655	65,088
1a/1	63,684	65,594	67,070
1a/2	65,198	67,154	68,665
2/1	65,198	67,154	68,665
2/2	66,901	68,908	70,458
2/3	68,590	70,648	72,237
2/4	70,299	72,408	74,037
2/5	72,001	74,161	75,830
2/6	73,704	75,915	77,623
3/1	73,704	75,915	77,623
3/2	75,743	78,016	79,771
3/3	77,802	80,136	81,939
3/4	79,857	82,252	84,103
3/5	81,901	84,358	86,256
3/6	83,945	86,464	88,409
4/1	83,945	86,464	88,409
4/2	85,412	87,974	89,953
4/3	86,630	89,229	91,236
4/4	87,857	90,493	92,529
4/5	89,077	91,749	93,814
4/6	90,087	92,789	94,877

2C.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

2C.1.3 The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

2C.2 Casual Rate of Pay

2C.2.1 A Casual School Assistant will be paid the hourly rate of pay appropriate for the class of work performed plus a loading of 25%.

2C.2.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, leave loading, personal/carer's leave, paid compassionate leave, paid family violence leave and paid parental allowance.

2C.3 Part Time Salary

A Part Time School Assistant will be paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the Clerical Employee's classification.

2C.4 Incremental advancement

Advancement to the next increment within the appropriate Level will take place on 1 February of each year after completion of 12 months' continuous service at each level. A School Assistant employed for 40 per cent or less of Full Time working hours will be required to complete 24 months' continuous service before advancement.

SCHEDULE 3A – RATES OF PAY FOR CLERICAL EMPLOYEES

3A.1 Annual Salary

3A.1.1 A Full Time Clerical Employee will be paid not less than the following annual salary, including leave loading, relevant to the Clerical Employee's classification.

Level	2023	2024	2025
Category 1			
Junior Under 17 Years 50% of Full Time Adult Category	31,624	32,573	33,306
Junior at 17 Years 60% of Full Time Adult Category	37,947	39,085	39,965
Junior at 18 Years 70% of Full Time Adult Category	44,272	45,600	46,626
Junior at 19 Years 80% of Full Time Adult Category	50,598	52,116	53,289
Junior at 20 Years 90% of Full Time Adult Category	56,917	58,624	59,943
Adult 1.1	63,244	65,141	66,607
Adult 1.2	65,139	67,093	68,603
Adult 1.3	67,094	69,107	70,662
Category 2			
2.1	70,725	72,847	74,486
2.2	72,846	75,031	76,719
2.3	75,033	77,284	79,023
Category 3			
3.1	76,155	78,440	80,205
3.2	78,440	80,793	82,611
3.3	80,792	83,216	85,088
Category 4			
4.1	88,129	90,773	92,815
4.2	90,775	93,498	95,603
4.3	93,497	96,302	98,469
Category 5			
5.1	98,228	101,175	103,451
5.2	101,177	104,212	106,557
5.3	104,212	107,338	109,754
Category 6			
6.1	111,704	115,055	117,644
6.2	115,057	118,509	121,174
6.3	118,508	122,063	124,810

3A.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

3A.1.3 Clerical Employees may request their Manager and/or the Principal for a salary review.

3A.2 Weekly Salary

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

3A.3 Part Time Salary

A Part Time Clerical Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the Clerical Employee's classification.

3A.4 Casual Rate of Pay

3A.4.1 A Casual Clerical Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the class of work performed plus 25%.

3A.4.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, leave loading, personal/carer's leave, paid compassionate leave, paid family violence leave and paid parental allowance.

3A.5 Incremental Advancement

Advancement to the next minimum pay level within the appropriate Category will take place on 1 February of each year, following a 12-month period of continuous service at the existing level. A Clerical Employee employed for 40 per cent, or less, of Full Time working hours will be required to complete 24 months' continuous service before advancement.

SCHEDULE 3B – CLERICAL EMPLOYEE CLASSIFICATION STRUCTURE

3B.1 Definitions

3B.1.1 Supervision

Close supervision	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
Routine supervision	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General direction	Direction is provided on the assignments to be undertaken, with the Employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.
Broad direction	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. Performance will be measured against objectives.

3B.1.2 Qualifications

Year 12	Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.
Trade Certificate	Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.
Post-Trade Certificate	A course of study over and above a trade certificate and less than a Certificate IV
Certificates I and II	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Certificate IV	A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.
Diploma	A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study
Advanced Diploma	A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.
Degree	A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.
Post-Graduate Degree	A recognised postgraduate degree, over and above a degree as defined above.

The above qualifications fall within the Australian Qualifications Framework. Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

3B.1.3 Classification Dimensions

Competency	The skill, complexity and responsibility of tasks typically required at each classification level.
Judgement	The ability to make sound decisions, recognising the consequences of decisions taken or actions performed. This dimension looks at how much of each of these three qualities applies at each classification level.
Independence	The extent to which an Employee is able (or allowed) to work effectively without supervision or direction.
Problem solving	The process of defining or selecting the appropriate course of action where alternative courses of actions are available.
Level of supervision	This dimension covers both the way in which the Employee is supervised or managed, and the role of Employee in the supervising or managing of others.
Training level or qualifications	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.
Occupational equivalent	Examples of occupations typically falling within each classification level.
Typical duties	Examples of activities typically undertaken by employees in different roles at each of the classification levels.

3B.2 – Classifications

<p>CATEGORY 1 A Clerical Employee (Employee) in this category will learn and gain competency in the basic skills required by the Employer. In the event that the increased skills/competency are required and utilised by the Employer, classification to a higher category within the structure may be possible.</p>	
<p>Competency</p>	<p>Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established customs, methods and procedures that are predictable. Work is generally repetitious and requires a methodical approach. Judgements against established criteria may also be required.</p>
<p>Judgement, independence and problem solving</p>	<p>Follows standard procedures in a predefined order. Resolves problems where alternatives are limited and the required action is clear or can be readily referred to a more senior Employee.</p>
<p>Level of supervision</p>	<p>Close supervision or, in the case of more experienced employees working alone, routine supervision. Receives specific instructions on what is required, how it is to be performed and the required timeframe. The work performed is subject to regular progress checks and is closely checked upon completion. May require assistance in prioritising work tasks. Does not supervise other employees or students.</p>
<p>Training or qualifications</p>	<p>Not required to have formal qualifications or work experience upon engagement. Will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the School, the School's policies and procedures in relation to the work environment and the employees with whom the Employee will be working.</p>
<p>Typical duties</p>	<ul style="list-style-type: none"> • Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc. • Answering/redirecting calls. • Keeping, copying, maintaining, updating and retrieving records. • Performing a range of general clerical duties at a basic level, such as digital and hard copy filing, archiving, collecting/sorting mail, basic data entry. • Performing beginner MS Office tasks, including word processing and simple Excel functions etc. • Performing simple data integrity checks/audits on basic Excel spreadsheets. • Making internal room/venue bookings. • Assisting with basic clerical duties associated with normal student or classroom activities, such as maintaining student records, equipment records, etc. • Drafting simple letters/communications using templates, for review by senior staff. • Making simple bookings with external organisations, such as to assist with general organisation of events, excursions, projects or schedules. • Liaising with external stakeholders to resolve simple issues and collect basic information. • Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering.

	<ul style="list-style-type: none"> • Performing a reception function, including providing straightforward information and making referrals in accordance with school procedures. • Entering transactions, data and other basic bookkeeping entries under supervision. • Assisting in a school retail facility, such as a canteen or uniform shop. • Taking general care of school vehicles, including driving buses for less than 25 passengers.
Occupational equivalent	Administration assistant, front desk/reception assistant, student services assistant, customer service assistant/officer, data entry administrator, bus driver.

CATEGORY 2

An Employee in this category performs work above and beyond the skills of an Employee in Category 1.

Competency	Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed. Work is generally repetitious and requires a methodical approach.
Judgement, independence and problem solving	Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved. Receives broad instructions on what is required and required timeframe. The work performed is subject to occasional progress checks and is checked upon completion.
Level of supervision	Routine supervision of straightforward tasks; close supervision of more complex tasks. Where the Employee is working alone, less direct guidance and some autonomy may be involved. Does not supervise other employees or students.
Training or qualifications	Category 2 duties typically require: <ul style="list-style-type: none"> (a) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed; (b) completion of Year 12 with a minimum of 1 year relevant work experience; (c) completion of Certificates I or II with a minimum of 1 year relevant work experience; or (d) an equivalent combination of relevant experience and training.
Typical duties	<ul style="list-style-type: none"> • Providing general reception or clerical support. • Co-ordinating logistics of the inward/outward movement of mail, including mail distribution routines. • Keeping, copying, maintaining, updating and retrieving records, including file notes, emails and confidential documents. • Straightforward data entry and retrieval, including following up and collating missing information/documents. • Posting job advertisements on internal/external digital platforms and arranging interview times. • Acknowledging and responding to job applications and liaising with candidates when required. • Assisting in completion of administrative reports. • Drafting letters/communications, with or without templates, for review by senior staff. • Maintaining catalogues of materials/documents/artifacts in a variety of multimedia formats, in accordance with established routines, methods and procedures. • Provide support to supervisor with logistics associated with cyclical project management, such as booking transport, making appointments, minor diary management, sending reminders and providing regular status updates. • Regular liaison with external organisations/stakeholders to resolve simple issues, collect data etc. • Caring for fauna and flora.

	<ul style="list-style-type: none"> • Providing basic technical support to other staff, such as assistance navigating school systems, programs or processes. • Ordering supplies and materials. • Driving a bus with a carrying capacity of 25 or more passengers.
Occupational equivalent	Administration assistant/administrator, receptionist, HR administrator, student services administrator, school bus driver

CATEGORY 3 An Employee in this category performs work above and beyond the skills of an Employee in Category 2.	
Competency	Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgement is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints. Required to exercise multi-tasking, initiative and some accountability.
Judgement, independence and problem solving	Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.
Level of supervision	In some positions: general supervision, moving to broad direction with experience. In other positions: general direction. When working alone, they may work semi-autonomously. The work performed is subject to occasional progress checks when tasks involved are complex, unusual or difficult. Difficult or sensitive tasks are reviewed upon completion. May, under general direction, assist with the co-ordination of support services or functional instruction of Category 1 or 2 employees when required. May be required to supervise students while performing their normal duties, but may not be used instead of a teacher to conduct classroom lessons or extra-curricular activities.
Training or qualifications	Category 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to: (a) completion of a Certificate III or IV with 2+ years relevant work experience; (b) completion of a three-year post-secondary qualification with 1+ year relevant work experience; or (c) an equivalent combination of relevant experience and/or education/training. Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training.
Typical duties	<ul style="list-style-type: none"> • Undertaking a wide range of administrative duties at an advanced level, including intermediate use of MS Office suite, word processing, maintaining email and computerised records and shorthand. • High level data entry. • Writing bespoke letters or communications, for review by senior staff. • Developing and maintaining accurate and effective record keeping systems, in line with legislative and compliance requirements. • Providing administrative support to management, including arranging appointments, diaries, preparing both confidential and general correspondence, collating data, research etc. • Tracking, recording and presenting student/staff data for interpretation or review by senior staff. • Co-ordinating complex schedules/calendars. • Writing job advertisements. Posting them on internal/external digital platforms, or co-ordinating other staff to do so. • Participating in job interviews, conducting reference checks, drafting contracts using templates. • Co-ordinating onboarding/offboarding processes.

	<ul style="list-style-type: none"> • Conducting tours of the School or grounds for internal and external stakeholders. • Managing a wide range of complex enquiries from students, parents, employees and the general public, providing a high level of customer service whereby responses are bound by school policy, procedure and external legislative requirements. • Maintaining high level and up to date knowledge of the School context, including day-to-day operations, calendar events, school culture, custom and practice. • Enforcing compliance with visitor and contractor sign-in processes. • Liaising between the School, the student and the student’s family where some discretion and judgement is involved. • Responding to the needs of students, such as handling minor purchases, contacting parents/families, redirecting students to other staff/departments, resolving minor issues. • Contributing to student learning programs, where some discretion and judgement is involved. • Assisting with the co-ordination of student evaluation and assessment programs. • Assisting teachers with the supervision of students on school excursions, sports days and other classroom activities, if required. • Assisting with preparation of internal and external school publications, such as magazines, newsletters, invitations, posters, information booklets etc., including the co-ordination of publication and distribution. • Co-ordinating routine school communications, such as staff notices, fixtures, event invitations etc. • Design, create or source displays, room decorations, giveaways, branded merchandise and other marketing collateral. • Supervising the operation of business systems, such as databases, communication platforms, learning programs, etc. • Financial data entry and preparation of financial reports for review and authorisation. • Preparing and processing payroll within routines, methods and procedures. • Performing simple bespoke payroll calculations when required. • Providing basic payroll related advice to employees. • Undertaking bank and ledger reconciliations. • Preparing government and statutory authority returns for authorization. • Carrying out minor cash transactions including receipting, balancing and banking. • Providing specialised assistance and advice to internal and external stakeholders, as requested. • Responsibility for operating uniform shop, including supervision of employees/volunteers, ordering and maintaining stock levels, providing advice and customer service.
Occupational equivalent	Student services co-ordinator, uniform shop co-ordinator, front of house co-ordinator, accounts payable/receivable officer, human resources officer, enrolments officer, payroll officer, assistant to manager, debt collector, receptionist, marketing/communications co-ordinator.

CATEGORY 4

An Employee in this category performs work above and beyond the skills of an Employee in Category 3.

Competency	Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgement are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
Judgement, independence and problem solving	Independent judgement is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. May apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions. Required to exhibit a high level of decision making, initiative, autonomy, accountability and confidentiality.
Level of supervision	Supervision is generally present to establish statement of objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Work is usually measured in terms of achievement of stated objectives. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work. May co-ordinate support services or provide functional supervision of Category 1, 2 or 3 employees when required. May be required to supervise students while performing their normal duties, but may not be used instead of a teacher to conduct classroom lessons or extra-curricular activities.
Training or qualifications	Category 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> (a) completion of a Certificate IV, V or diploma level qualification with extensive relevant work related experience; (b) completion of a three-year post-secondary qualification with relevant work experience; or (c) an equivalent combination of relevant experience and/or education/training.
Typical duties	<ul style="list-style-type: none"> • Contributing to the leadership of an identifiable functional unit, which may involve the supervision of staff or co-ordination of support services. • Managing a wide range of complex enquiries from students, parents, employees and the general public, providing a high level of customer service whereby responses may require independent judgement and decision making. • Resolving a wide variety of day-to-day and functional issues in order for the team to achieve school objectives. • Responsible for the smooth and efficient administration of a specific division or office. • Assisting in the determination and management of the priorities of a department.

	<ul style="list-style-type: none"> • Updating and creating new department procedures, informed by research, benchmarking and precedent. • Providing administrative support to senior management. • Initiating and handling formal correspondence, which may include confidential and sensitive information. • Managing complex administrative systems, including school calendars, large databases, student/school records. • Co-ordinating complex schedules, interviews, meetings and project deadlines. • Co-ordinating event or project logistics, with responsibility for the final achievement of targets and outcomes. • Co-ordinating the administration of school timetables, including room and class allocations. • Taking a leading role in interviews and the co-ordination of recruitment campaigns. • Using computer software packages, including desktop publishing, database and/or web software, at an advanced level. • Planning and setting up spreadsheets and database applications. • Tracking, recording and interpreting student/staff data in order to inform own practice or achieve school objectives. • Providing support, guidance or welfare services to students. • Calculating and maintaining wage and salary records for a large payroll, utilising a variety of routines, methods and procedures. • Applying inventory and purchasing control procedures. • Coding and approving invoices against departmental budgets. • Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations. • Preparing complex financial reports. • Controlling the purchasing and storage for a discrete function. • Undertaking responsibility for the co-ordination and ongoing management of fundraising activities, or special projects where an advanced level of administrative skill is required.
Occupational equivalent	Senior administration assistant, senior receptionist, human resources officer, assistant to senior manager/executive staff, enrolments officer, school development officer, senior payroll officer, marketing/events co-ordinator, digital systems administrator, student services co-ordinator, student welfare advisor, daily organiser.

CATEGORY 5

An Employee in this category performs work above and beyond the skills of an Employee in Category 4.

Competency

Competency at this level involves self-directed application of knowledge with substantial depth in some areas – considered to be fully competent in a professional sense. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgement are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others. Typically required to manage a functional or team responsibility. Is able to adapt the way work is organised and modify existing practices with precedent and established methods.

Judgement, independence and problem solving

Must display a high level of responsibility and accountability and exercise a significant range of specialist skills. Must have the capacity to think and work independently, make important administrative decisions and to initiate and advise on policy, legislation and compliance. Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply expertise to the making of decisions. Likely to be responsible for co-ordinating a team or function to provide an administrative service.

Level of supervision

General to broad direction, depending on tasks involved and experience. Requires no guidance during the performance of work. May provide functional management and supervision of other staff at levels below Category 5, with responsibility and broad ranging accountability for the structure, management and output of the work of others. Staff management issues will be resolved with minimal reference to senior management, although guidance will be required for more complex cases. Determines operational strategies under general direction. Work is measured in terms of achievement of stated objectives. May be required to supervise students while performing their normal duties, but may not be used instead of a teacher to conduct classroom lessons or extra-curricular activities.

Training or qualifications

Category 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (a) completion of a degree with extensive relevant work experience;
- (b) completion of a post-graduate qualification (certificate, diploma, masters) with 3+ years relevant work experience;
- (c) an equivalent combination of relevant experience and/or education/training.

Typical duties

- Providing high level administrative support to the Principal or Deputy Principal(s).
- Management of a functional responsibility (e.g. Human Resources).
- Providing designated high level support to senior management and associated committees concerning designated aspects of school management, including ensuring deadlines and targets are met.
- Providing specialist advice, direction and assistance to other employees in area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level.
- Seeking to gain co-operation of a range of staff members or members of community to achieve specific objectives.

	<ul style="list-style-type: none"> • Guiding and supporting others to resolve workplace issues. • Actively encouraging, empowering and supporting team members to participate in decision making processes. • Providing performance and/or development feedback to other employees including guidance on work processes and professional learning. • Making significant decisions in the selection and hiring of employees, or co-ordinating other staff to do so. • Negotiate and manage contracts and service agreements. • Liaising with the general school community, government agencies and service providers. • Responsible for development and implementation of professional student support programs within an educational environment, including guidance to other professional staff. Carried out with high level of autonomy. • Final proof of official school documents or correspondence. • Performing technical tasks requiring professional qualifications involving analysis, design or computation, and drawing upon advanced techniques and methods. • Conducting or co-ordinating staff training or onboarding in area of expertise or in business systems. • Responsible for elements of occupational, health and safety or risk and compliance within functional unit, department or school. • May be responsible for determining and monitoring department/functional unit annual budgets. • Responsible for consistent delivery of school timetables including room or class allocations. • Provide advice on (but not finally responsible for) the creation of new policies. • Preparing advice, reports, proposals or submissions, using a high level of expertise and requiring in depth-factual analysis, for the senior executives or managers of the school and/or external bodies.
Occupational equivalent	Executive assistant, assistant to senior manager or executive staff, senior human resources officer/advisor, digital systems advisor (not IT), school development officer, OHS officer, daily organiser, timetable, senior payroll officer

CATEGORY 6

An Employee in this category performs work above and beyond the skills of an Employee in Category 5.

Competency	Competency at this level involves the development and application of professional knowledge in a highly specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine. Competency at this level involves the delivery of professional and expert services within defined accountability levels. May operate individually or as a member of a team. Significant discretion and judgement is required in planning, designing professional, technical or supervisory functions related to services, operations or processes. Expected to plan own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation. Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Would have the latitude to develop or redefine procedure and interpret policy, so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.
Judgement, independence and problem solving	Has the discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data or projects.
Level of supervision	Broad direction would apply - provided with some direction on targets and goals by the Principal or Principal's delegate. The Principal or Principal's delegate may intervene in relation to the determination of priorities, deadlines and operating strategies. Supervision of outcomes is present to review established objectives. May have full, holistic supervisory and line management responsibility for general employees, where day-to-day management and co-ordination is involved.
Training or qualifications	Category 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> (a) a degree with extensive relevant work experience; (b) completion of a post-graduate qualification (certificate, diploma, masters) with extensive relevant work experience; (c) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or (d) an equivalent combination of relevant specialist experience and/or education/training.
Typical duties	<ul style="list-style-type: none"> • Responsible for a structurally and/or operationally defined section or range of services, such as the finance, personnel, administration, facilities or equipment resources of the School. • Co-ordination of support functions with a view to ensuring the most efficient use of resources and the achievement of the School's broader objectives. • Contributing to short/long term strategic planning and business management in the area of responsibility • Providing professional advice to staff on the employee's area of expertise.

	<ul style="list-style-type: none"> • Responsibility for the planning of professional development of other employees and ensuring that relevant staff are adequately trained. This includes training needs analysis to identify and address skills/knowledge gaps. • Conduct staff probationary reviews and provide regular performance feedback. • Providing authoritative advice in relation to reports, issues or communications prepared by employees at Category 5 or below. • Preparing advice, reports, proposals or submissions, such as Council Reports, budgets and statistical reports, using a high level of expertise, for the senior executives of the School including the Principal and/or external bodies. • Provide expert advice in professional field which will influence strategic approach to student support and learning. • Significant liaison with external associations such as ASBA, AISV, AHRI, ABSA, VIT, Department of Justice or other related government agencies. • Initiate new developments in policy, practice and precedent. • Performing highly technical tasks requiring professional qualifications, involving detailed analysis, design or computation and drawing upon complex techniques and methods at an advanced level, or co-ordinating other staff to do so. • Performing high risk or business sensitive tasks requiring high levels of confidentiality, professionalism, discretion and expertise. • Undertaking internal investigations or audits, or co-ordinate staff to undertake these tasks. • Facilitate external audits conducted by government bodies and act as main School liaison, draft responses, action undertakings and review progress, or co-ordinate staff to undertake these tasks.
Occupational equivalent	Enrolments manager, development advisor.

SCHEDULE 4A – RATES OF PAY FOR EARLY LEARNING CENTRE ASSISTANTS WITH SCHOOL HOLIDAYS

4A.1 Annual Salary

4A.1.1 A Full time ELC Assistant entitled to School Holidays will be paid not less than the annual rate of pay specified for the ELC Assistant's classification.

Level	2023	2024	2025
1/1	50,869	52,395	53,574
1/2	52,412	53,984	55,199
1/3	53,993	55,613	56,864
1/4	55,448	57,112	58,397
1/5	57,043	58,754	60,076
1a/1	58,776	60,539	61,902
1a/2	60,192	61,997	63,392
2/1	61,224	63,061	64,480
2/2	62,352	64,222	65,667
2/3	64,353	66,283	67,775
2/4	65,918	67,895	69,423
2/5	67,502	69,527	71,091
2/6	69,070	71,142	72,743
3/1	70,619	72,738	74,374
3/2	72,679	74,859	76,543
3/3	74,402	76,634	78,358
3/4	76,297	78,586	80,354
3/5	77,964	80,303	82,110
3/6	80,064	82,466	84,322
4/1	80,064	82,466	84,322
4/2	81,014	83,444	85,322
4/3	82,129	84,593	86,496
4/4	82,993	85,483	87,407
4/5	83,852	86,368	88,311
4/6	84,665	87,205	89,167

4A.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

4A.1.3 Advancement to the next minimum pay level from Level 1/1 to Level 3/6 will take place on 1 February of each year, after completion of 12 months continuous service at the existing level. An ELC Assistant who is employed for 40%, or less, of a Full Time equivalent will be required to complete 24 months continuous service before advancement to the next pay point. To progress from Level 3/6 to Level 4/1 employees will be assessed on their duties in line with Level 4 and their ability to demonstrate skills which are necessary for advancement to the next pay level.

4A.2 Part time Salary

A Part Time ELC Assistant is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the ELC Assistant's classification.

4A.3 Casual Rate of Pay

4A.3.1 A Casual ELC Assistant will be paid the hourly rate of pay appropriate for the class of work performed plus a loading of 25%.

4A.3.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, School Holidays, leave loading, personal/carer's leave, paid compassionate leave, paid family violence leave and paid parental allowance.

4A.4 Junior Rates of Pay

4A.4.1 A Full Time Junior ELC Assistant will be paid not less than the following percentage of the Full Time salary for the position and years of experience.

Junior Employees	Percentage of Adult Rate at Level 1
16 years of age or under	50
17 years of age or under	60
18 years of age or under	70
19 years of age or under	80
20 years of age or under	90

4A.4.2 A Part Time Junior ELC Assistant will be paid for all ordinary hours worked at the rate of pay that a Full Time Junior ELC Assistant at the same age would be paid.

4A.4.3 A Casual Junior ELC Assistant will be paid for all hours at 1/38th of the weekly rate of pay that a Full Time Junior ELC Assistant at the same age would be paid, plus an additional loading of 25 per cent.

4A.4.4 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, School Holidays, leave loading, personal/carer's leave, paid compassionate leave, paid family violence leave and paid parental allowance.

4A.5 Additional Hours

4A.5.1 Subject to 36.6 and 36.7, all work completed outside the ordinary spread of hours shall be paid at the rate of time and a half for the first two hours and double time thereafter.

4A.5.2 For the purpose of computing additional hours, each day's work stands alone.

4A.5.3 Payment for additional hours will not be made where an ELC Assistant has not obtained prior approval from the relevant Manager, Executive or Principal.

**SCHEDULE 4B – EARLY LEARNING CENTRE ASSISTANTS
CLASSIFICATION STRUCTURE**

4B 1. Preamble

To have a comprehensive knowledge of the *Education and Care Services National Law Act 2010* (Cwth), the *Education and Care Services National Regulations 2011* (Cwth), the National Quality Framework and the National Quality Standard and successor legislation and adhered to requirements at all times.

Early Learning Centre Assistant – Level 1	
Level of supervision	<p>To have a good understanding of the policies and procedures of the Employer and assist in their implementation. To have the ability to take direction. Under direct supervision:</p> <ul style="list-style-type: none"> • Assist in the implementation of the daily routine; • Have a good understanding of and participate when required in emergency procedures; • Assist with the preparation, general cleanliness (non-industrial) and cleaning up and packing away of activities; • Attend to the physical, social and emotional needs of children on an individual and group basis; • Achieve a warm and friendly relationship with children that is supportive and responsive to their needs; • Assist in developing good relations with families attending the service; • Work positively and appropriately with all staff and parents, individual committee members and the employer in the provision of services.
Typical duties	<p>Routine tasks include:</p> <ul style="list-style-type: none"> • To be responsive to the needs of children and families in the early learning environment; • To assist in the implementation of a creative educational program which engages children; • To support the learning and development of children as they participate in the program; • To show care, respect and a commitment to confidentiality in all interactions with children, Employees and families; • To work in ways which ensure the health, safety and wellbeing of children; and • To assist in observing children’s needs and interests, and to contribute to planning and documentation.

Early Learning Centre Assistant – Level 2	
Level of Supervision and typical duties	<p>Under general supervision, to undertake all tasks of preceding level as required plus:</p> <ul style="list-style-type: none"> • Complete routine tasks and activities without constant direction; • To have an understanding of and contribute to the development and implementation of the program planned for the children; • To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.
Early Learning Centre Assistant – Level 3	
Level of Supervision and typical duties	<p>This level would have experience or knowledge gained by completion of a relevant post- secondary certificate or associate diploma qualification. Under limited supervision, to undertake all tasks of preceding levels as required plus:</p> <ul style="list-style-type: none"> • Undertake general observation of children, and report findings to the kindergarten teacher as appropriate; • Assist in working with individuals and small groups of children, both spontaneous and organised; • Encourage parents to participate in the program and the service's activities; • To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support; • Foster play and cognitive development in children; • Work with individual children and with both small and large groups of children; • Assist in taking observations of children; • Use observations and records to actively assist in the development and implementation of aspects of the program as required.
Early Learning Centre Assistant – Level 4	
Level of Supervision and typical duties	<p>Characteristics and duties as for Level 3, but must be directly supervising at least two Full Time Employees or at least three Employees if any of the Employees are part- time.</p>

4B.2 Progression between levels

4B 2.1 Progression from one level to the next within a classification is subject to an Early Learning Assistant meeting the following criteria:

- a) competency at the existing level;
- b) twelve months experience at that level and in-service training as required;
- c) demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.

4B 2.2 Where an Employee is deemed not to have met the requisite competency at their existing level at the time of appraisal, their incremental progression may be deferred for periods of three months at a time provided that:

- a) the Employee is notified in writing as to the reasons for the deferral;
- b) the Employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher competency level;
- c) following any deferral, the Employee is provided with the necessary training in order to advance to the next level.

4B 2.3 Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the Employee to have met the requirements under 6.2.1 above, any increase in wage rates will be back paid to the twelve month anniversary date of the previous incremental progression.

4B 2.4 Incremental progression to the next pay point level may be accelerated if:

- a) an Employee has achieved competency at their existing level;
- b) has demonstrated an ability to acquire the skills necessary to progress to the next pay point level prior to the completion of twelve months at their existing level.

Either the Employer or the Employee may seek to implement accelerated advancement. It is the Employer's responsibility to determine whether the accelerated advancement is appropriate.

SCHEDULE 5A – RATES OF PAY FOR FACILITIES AND OUTDOOR EMPLOYEES

5A.1 Annual Salary

5A.1.1 A Full Time F/O Employee will be paid not less than the following annual salary, including leave loading, relevant to the F/O Employee's classification.

Level	2023	2024	2025
Category 1 Facilities Employee (unqualified)			
Category 1.1	64,881	66,827	68,332
Category 1.2	66,827	68,833	70,382
Category 1.3	68,833	70,898	72,493
Category 2 Facilities Tradesperson (qualified)			
Category 2.1	68,833	70,898	72,493
Category 2.2	70,898	73,025	74,668
Category 2.3	73,025	75,216	76,907
Category 3 Facilities Tradesperson (Leading Hand)			
Category 3.1	76,745	79,047	80,826
Category 3.2	79,047	81,419	83,251
Category 3.3	81,419	83,861	85,748
Category 4 Management Employee			
Category 4.1	84,895	87,442	89,409
Category 4.2	87,441	90,065	92,091
Category 4.3	90,065	92,767	94,854

5A.1.2 The rates are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

5A.1.3 Incremental Advancement

Advancement to the next minimum pay point within the appropriate Category will take place on 1 February of each year, following a 12-month period of continuous service at the existing level. A Facilities Employee employed for 40 per cent, or less, of Full Time working hours will be required to complete 24 months' service before advancement.

5A.2 Weekly Salary

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

5A.3 Part Time Salary

A Part Time F/O Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the F/O Employee's classification.

5A.4 Casual Rate of Pay

5A.4.1 A Casual F/O Employee is paid per hour worked an amount of not less than 1/38th of the weekly rate of pay appropriate to the class of work performed plus a loading of 25%.

5A.4.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, leave loading, personal/carer's leave, paid compassionate leave, paid family violence leave and paid parental allowance.

5A.5 Additional Hours

5A.5.1 Subject to 37.8, all work completed outside the ordinary spread of hours shall be paid at the rate of time and a half for the first two hours and double time thereafter.

5A.5.2 For the purpose of computing additional hours, each day's work stands alone.

5A.5.3 Payment for additional hours will not be made where a F/O Employee has not obtained prior approval from the Facilities Manager, Chief Operations Officer, Chief Financial Officer and Company Secretary or Principal.

5A.5.4 Work completed on a Saturday, Sunday or Public Holiday shall be paid at the applicable rate for a minimum of four hours.

**SCHEDULE 5B – FACILITIES AND OUTDOOR EMPLOYEE
CLASSIFICATION STRUCTURE**

CATEGORY 1 – Facilities Employee (Unqualified)	
Training or qualifications	A Category 1 Facilities Employee will not hold a formal certificate in a specific trade, however they may hold a general construction certificate or similar, and will have significant relevant jobsite experience, including general laboring, gardening, landscaping or similar. On-the-job training may be required for some typical duties.
Level of supervision	A Category 1 Facilities Employee will be allocated tasks on a day-to-day basis under general instruction to be completed unsupervised to a high quality. Guidance and direction will be given for difficult, complex or unusual tasks. Work involving difficult or complex tasks may be reviewed by Supervisor upon completion.
Typical duties	<ul style="list-style-type: none"> • Operating and maintaining power tools/machinery. • Cleaning and inspecting power tools/machinery after each use, reporting any problems to the Head of Maintenance. • Applying fertilisers, fungicides, herbicides and insecticides. • Assisting with basic pest control. • Removing cuttings, raking/blowing leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts, picking up litter throughout grounds. • Responding to staff maintenance requests via the Maintenance Work Request System in a timely manner. • Changing lightbulbs across school grounds as required. • Distributing internal mail and delivering parcels to staff members. • Moving furniture and equipment. • Performing routine maintenance of turf, synthetic, artificial and other play surfaces. • Performing other ad hoc tasks as directed by supervisor.

CATEGORY 2 – Facilities Tradesperson (Qualified)	
Training or qualifications	A Category 2 Facilities Employee will hold a formal certificate in a specific trade or equivalent qualifications, and will have significant relevant jobsite experience, including general laboring, gardening, landscaping or similar. On-the-job training may be required for complex tasks.
Level of supervision	A Category 2 Facilities Employee will be allocated tasks on a day-to-day basis, to be completed unsupervised to a high quality. Guidance and direction will be given for difficult, complex or unusual tasks. Work involving difficult or complex tasks may be reviewed by Supervisor upon completion.
Typical duties	<ul style="list-style-type: none"> • Operating, maintaining and adjusting power tools/ machinery as required. • Cleaning and inspecting power tools/machinery after each use, reporting any problems to the Head of Facilities. • Applying fertilisers, fungicides, herbicides and insecticides. • Preparing turf, synthetic, artificial and other surfaces for play.

	<ul style="list-style-type: none"> • Minor repairs and renovation work, involving carpentry, painting, pest control, welding, concreting, plastering and plumbing. • Setting up school venues for functions, as directed by supervisor or the Principal. • Responding to staff maintenance requests via the Maintenance Work Request System in a timely manner. • Troubleshooting heating and cooling issues reported by staff members. • Troubleshooting door, window, key, swipe or lock issues reported by staff members. Performing basic fixes, as directed by supervisor. • Planned and reactive building maintenance. • Minor maintenance of all gardens, lawns and greens. • Planting and general maintenance and care of trees on campus.
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CATEGORY 3 – Facilities Tradesperson (Leading Hand)	
Training or qualifications	A Category 3 Facilities Employee will hold a formal certificate in a specific trade or equivalent qualifications, and will have extensive relevant jobsite experience including general laboring, gardening, landscaping or similar. Employee may provide on-the-job training to Category 1 or 2 Maintenance Employees.
Level of supervision	A Category 3 Facilities Employee reports directly to the Head of Facilities and Facilities Manager, assisting to allocate tasks to Category 1 and 2 Employees. May deputise for the Head of Facilities during periods of leave, or peak times, when additional supervision and logistical support is required. Leads the successful completion and review of minor works projects.
Typical duties	<ul style="list-style-type: none"> • Assisting with supervision of Category 1 and 2 Facilities Employees, involved in daily building and grounds maintenance. • Assisting with supervision and co-ordination of external contractors and service providers. • Assisting with planning, scheduling and supervision of all aspects of building and grounds maintenance. • Assisting in allocation of specific daily duties, in line with the general work program determined by the Head of Facilities and Facilities Manager. • Assisting with purchasing of parts, materials and tools. • Supervising and participating in the operation and maintenance of pumps, irrigation equipment and drainage systems. • Instructing and guiding team members in the safe and efficient operation of all equipment associated with building and grounds maintenance, where required. • Supervising the majority of chemical and fertilizer applications in the School and ensuring other Maintenance Employees are appropriately trained to handle dangerous chemicals/goods. • Undertaking the duties of the Category 4 Facilities Employee in their absence, as directed by the Facilities Manager or Principal.

	<ul style="list-style-type: none"> Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, painting, plumbing, electrical services, horticulture etc. (from the Award).
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CATEGORY 4 – Management Employee (Head of Maintenance)	
Training or qualifications	A Category 4 Facilities Employee will hold a formal certificate in a specific trade or equivalent qualifications and will have extensive relevant jobsite experience including general laboring, gardening, landscaping or similar. Facilities Employee will have previous experience leading small to medium teams, supervising the completion of medium to large projects and managing the occupational health and safety of a facility or site. May deputize for the Facilities Manager during periods of leave or peak times when additional supervision and logistical support is required.
Level of supervision	A Category 4 Facilities Employee reports directly to the Facilities Manager and ultimately the Principal. Supervises Category 1, 2 and 3 Facilities Employees. Oversees the allocation of tasks and projects to ensure satisfactory completion according to best practice.
Typical duties	<ul style="list-style-type: none"> Responsible for implementation all building and grounds maintenance projects, as directed by the Facilities Manager. Responsible for the development and scheduling of an annual work program to guide Facilities Employees, which incorporates ongoing maintenance of existing buildings and grounds, as well as extensions and developments. Responsible for supervision of all Category 1,2 and 3 Facilities Employees. Responsible for the overall operation and condition of all workshop tools and equipment. Responsible for all occupational health and safety management within the school grounds, in accordance with current legislation. Responding to alarms in the case of emergency procedures and preparing incident reports as required (from the Award). Responsible for purchasing within the limits imposed by the School's policies and budgets. Responsible for completing essential safety paperwork according to compliance and legislative requirements. Responsible for ensuring that all administrative systems are complied with by Category 1, 2 and 3 Facilities Employees under their direction. Responsible for the overall co-ordination and management of external contractors and service providers. Performing general maintenance work, which includes the use of trade accredited skills in areas such as carpentry, painting, plumbing, electrical services, horticulture etc. (from the Award).

SCHEDULE 6A – RATES OF PAY FOR INFORMATION TECHNOLOGY EMPLOYEES

6A.1 Annual Salary

6A.1.1 A Full Time Information Technology Employee will be paid not less than the following annual salary, including leave loading, relevant to the Information Technology Employee's classification.

Level	2023	2024	2025
Category 1A Graduate IT Employee (3 year course)	63,244	65,141	66,607
Category 1B Graduate IT Employee (4 or 5 year course)	70,725	72,847	74,486
Category 2 Experienced IT Employee	76,155	78,440	80,205
Category 3 Professional IT Employee	88,128	90,772	92,814
Category 4 Professional IT Employee	98,230	101,177	103,453

6A.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

6A.1.3 Information Technology Employees may request their Manager and/or the Principal for a salary review.

6A.2 Weekly Salary

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

6A.3 Part Time Salary

A Part Time Information Technology Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the Information Technology Employee's classification.

6A.4 Casual Rate of Pay

6A.4.1 A Casual Information Technology Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the class of work performed plus 25%.

6A.4.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, leave loading, personal/carer's leave, paid compassionate leave, paid family violence leave and paid parental allowance.

SCHEDULE 6B – INFORMATION TECHNOLOGY EMPLOYEE CLASSIFICATION STRUCTURE

CATEGORY 1A – Graduate Information Technology Employee (3 Year Course)	
Training or qualifications	<p>Graduate Information Technology Employee (3 Year Course) shall mean a person who:</p> <ul style="list-style-type: none"> • holds a University Degree with an Information Technology Major (three year course) accredited by the Australian Computer Society at professional level; or • has sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.
Level of supervision	<p>Under supervision from higher level Professional Information Technology Employees as to method of approach and requirements, the Employee performs normal professional work and exercises individual judgement and initiative in the application of principles, techniques and methods.</p>
Typical duties	<p>An Employee at this level undertakes initial professional tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.</p> <ul style="list-style-type: none"> • In assisting more senior Professional Information Technology Employees by carrying out tasks requiring accuracy and adherence to prescribed methods of professional information technology analysis, design or computation, the Employee draws upon advanced techniques and methods learned during and after the undergraduate course. • Training, development and experience using a variety of standard procedures, enable the Employee to develop increasing professional judgement and apply it progressively to more difficult tasks at Category 1B. • Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed. • Work is reviewed by higher level Professional Information Technology Employees for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the Employee progressively exercises more individual judgement until the level of competence at Category 1B is achieved.

CATEGORY 1B – Graduate Information Technology Employee (4-5 Year Course)	
Training or qualifications	<p>Graduate Information Technology Employee (4 or 5 Year Course) shall mean a person who:</p> <ul style="list-style-type: none"> • holds a University Degree with an Information Technology Major (four or five year course) accredited by the Australian Computer Society at professional level; or • has sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.
Level of supervision	<p>Under supervision from higher level Professional Information Technology Employees as to method of approach and requirements, the Employee performs normal professional work and exercises individual judgement and initiative in the application of principles, techniques and methods.</p>
Typical duties	<p>An Employee at this level undertakes initial professional tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.</p> <ul style="list-style-type: none"> • In assisting more senior Professional Information Technology Employees by carrying out tasks requiring accuracy and adherence to prescribed methods of professional information technology analysis, design or computation, the employee draws upon advanced techniques and methods learned during and after the undergraduate course. • Training, development and experience using a variety of standard procedures, enable the Employee to develop increasing professional judgement and apply it progressively to more difficult tasks at Category 2. • Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed. • Work is reviewed by higher level Professional Information Technology Employees for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the Employee progressively exercises more individual judgement until the level of competence at Category 2 is achieved. • The Employee may assign and check work of technical staff assigned to work on a common project.

CATEGORY 2 – Experienced Information Technology Employee	
Training or qualifications	<p>Experienced Information Technology Employee shall mean a Professional Information Technology Employee with the under mentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires:</p> <ul style="list-style-type: none"> • that he/she having graduated with a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level, has had four years' experience on professional information technology duties since graduating; or • that he/she, not having so graduated, has sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society plus a further four years' experience on professional information technology duties.
Level of supervision	<p>Following development, the Experienced Information Technology Employee plans and conducts professional work without detailed supervision but with guidance on unusual features and is usually engaged on more responsible assignments requiring substantial professional experience.</p>

CATEGORY 3 – Professional Information Technology Employee	
Training or qualifications	<p>Professional Information Technology duties shall mean duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires a person to:</p> <ul style="list-style-type: none"> • hold a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level; or • have sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.
Level of supervision	<p>Professional Information Technology Employee shall mean an adult person qualified to carry out professional information technology duties as above defined. The term 'Professional Information Technology Employee' shall embrace and include 'Graduate Information Technology Employee' and 'Experienced Information Technology Employee' as herein defined.</p>

Typical duties	<p>An Employee at this level performs duties requiring the application of mature professional knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments, he/she deals with problems for which it is necessary to modify established guides and devise new approaches.</p> <ul style="list-style-type: none"> • The Employee may make some original contribution or apply new professional approaches and techniques to the design or development of equipment or products. • Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. He/she makes responsible decisions on matters assigned, including the establishment of professional standards and procedures. He/she consults, recommends and advises in specialty areas. • Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary cooperation with other units. Informed professional guidance may be available. • The Employee outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, coordinate and supervise the work of other professional and technical staff.
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CATEGORY 4 – Professional Information Technology Employee	
Training or qualifications	<p>Professional Information Technology duties shall mean duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires a person to:</p> <ul style="list-style-type: none"> • hold a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level; or • have sufficient qualifications and experience to be
Level of supervision	<p>An Employee at this level performs professional work involving considerable dependence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for, example, acts as their organisation's technical reference authority) in, a particular field of professional engineering or professional information technology field.</p>

<p>Typical duties</p>	<p>Professional Information Technology Employee shall mean an adult person qualified to carry out professional information technology duties as above defined. The term 'Professional Information Technology Employee' shall embrace and include 'Graduate Information Technology Employee' and 'Experienced Information Technology Employee' as herein defined.</p> <ul style="list-style-type: none"> • An Employee at this level: <ul style="list-style-type: none"> ○ initiates or participates in short or long range planning and makes independent decisions on professional engineering or professional information technology policies and procedures within an overall program; ○ gives technical advice to management and operating departments; ○ may take detailed technical responsibility for product development and provision of specialised professional engineering or professional information technology systems, facilities and functions; ○ co-ordinates work programs; and ○ directs or advises on the use of equipment and materials. • An Employee at this level makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long range objectives. • Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness. • The Employee supervises a group or groups including Professional Information Technology Employees and other staff, or exercises authority and technical control over a group of professional staff. In both instances, he/she is engaged in complex professional engineering or professional information technology applications.
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