



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Melbourne Montessori School Ltd
(AG2022/560)

MELBOURNE MONTESSORI SCHOOL ENTERPRISE AGREEMENT 2022

Educational services

COMMISSIONER O'NEILL

MELBOURNE, 22 MARCH 2022

Application for approval of the Melbourne Montessori School Enterprise Agreement 2022

[1] Melbourne Montessori School Ltd has applied for approval of an enterprise agreement known as the *Melbourne Montessori School Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) and is a single enterprise agreement.

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

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

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

[5] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 13.7(a) – Crediting of annual leave for General Staff;
- Clause 14.4 – Personal/carer's leave;
- Clause 14.10(b) – Notice and evidentiary requirements; and
- Clause 23.4 – Leave without pay.

However, noting the undertakings given by the Employer, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 March 2022. The nominal expiry date of the Agreement is 31 December 2024.



COMMISSIONER

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<AE515399 PR739471>

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/560

Applicant:
Melbourne Montessori School Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Daniel Thomas, [Principal] have the authority given to me by Melbourne Montessori School Limited to give the following undertakings with respect to the Melbourne Montessori Enterprise Agreement 2022 ("the Agreement"):

1. 'This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.'
2. That casual relief teachers engaged by the school will be engaged at the applicable rate for their classification, as shown in Schedule B of the Agreement plus a 25% casual loading
3. That for the remainder of 2022 no general staff will be appointed at Level 1 .
4. That all general staff casuals employed will be paid a minimum of 3 hours
5. For teaching staff, the minimum payment will be the half day rate and if the staff member works more than half a day and less than a full day they will be paid the full day rate
6. That all employees including part time general staff will be entitled to be paid overtime in accordance with the Educational Services (Schools) General Staff Award 2020 for work more than their ordinary or rostered hours
7. In relation to Time off in lieu (TOIL), this agreement will incorporate the provisions of clause 21.4 of the Educational Services (Schools) General Staff Award 2020 and clause 21.4 / Schedule A clause A.4.2 of the Educational Services (Teachers) Award 2020 to ensure that employees are provided with all relevant protections contained within the abovementioned Awards.,.

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


Signature

16 3 22
Date

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

Melbourne Montessori School Enterprise Agreement 2022

Melbourne Montessori School Enterprise Agreement 2021

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Part 1 – Application and Operation

1. Title

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

2. Commencement and period of operation

2.1 Where the Agreement passes the Better Off Overall Test (BOOT), the Agreement will be operative from seven (7) days after the date of approval by the Fair Work Commission (FWC).

2.2 The nominal expiry date of the Agreement is 31 December 2024.

3. Definitions and interpretation

Attendance time	means all days of the School year Teachers are required to attend
Award	means <i>The Educational Services (Teachers) Award 2020</i> and <i>The Educational Services (General Staff) Award 2020</i>
Assistant	means a General Staff Employee whose principle duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students
Continuous Service	Includes all service for which paid leave was applicable. Paid leave includes, but is not limited to personal leave (sick leave, infectious diseases leave and carer's leave) and compassionate leave, school holidays, annual leave, long service leave, qualification conferral leave and leave during which accident make up payments are being received by the Employee. Periods of unpaid leave do not count as service, except at the discretion of the Employer. Periods of unpaid leave do not break continuity of service.
Curriculum/ resources services	means a General Staff Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre
Early Childhood Program	means the core curriculum provided to children under school age (three, four and five year old children)
Early Childhood Teacher	means an Employee, including an Employee employed as a director or coordinator of an Early Childhood Program, who is employed to teach children enrolled in the Early Childhood Program
Employee	means a person covered by this Agreement
Employer	means the Melbourne Montessori School 17005315855
Full Rate of Pay	means the rate of pay payable to the Employee, including all the

	<p>following:</p> <ul style="list-style-type: none"> a) incentive-based payments and bonuses; b) loadings; c) monetary allowances d) overtime or penalty rates; e) any other separately identifiable amounts.
FW Act	means the <i>Fair Work Act 2009 (Cth)</i>
FWC	means Fair Work Commission
General Staff Employee	means an Employee other than a Teacher who is covered by this Agreement and includes an Assistant Employee, Curriculum/Resource Services Employee, Preschool/Childcare Services Employee and School Administration Services Employee
Immediate family	<p>means</p> <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); and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee
LSL Act	means the <i>Long Service Leave Act 2018</i>
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009 (Cth)</i>
Non-term week	means weeks in the school year other than term weeks and include periods designated as school holidays for students
Preschool/childcare services	means a General Staff Employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood Teacher);
Principal	means Principal of Melbourne Montessori School or his or her nominee
Registered Medical Practitioner	means a person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia
School administration services	means a General Staff Employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management
School Teacher	means a person who holds Full or Provisional Registration or

	Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes a qualified Teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
School year	means the period of 12 months commencing from the day the Employees are required to attend the school for the new educational year, as determined by the school, and includes term weeks and non-term weeks
Standard rate	means the annual salary applicable to Level 3.1 for a General Staff Employee
Teacher	means a School Teacher including a Permission to Teach Teacher as defined by this Agreement and an Early Childhood Teacher, unless separately specified
Term weeks	means the weeks in the school year that students are required to attend school as set out in the school calendar
The Union	Means the Independent Education Union Victoria Tasmania
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>
WIRC Act	means Workplace Injury Rehabilitation and Compensation Act (Vic) 2013

4. Coverage

4.1 This Agreement covers:

- (a) the Employer;
- (b) the Independent Education Union of Australia
- (c) Teachers, including Permission to Teach Teachers; and
- (d) General Staff Employees as defined by this Agreement.

4.2 This Agreement does not cover:

- (a) a Principal;
- (b) a Deputy Principal by whatever name called;
- (c) a Bursar or Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer;
- (d) any Staff Member who earns more than the high income threshold as defined by s.330 of the FW Act and regulated by FWC from time to time;
- (e) Apprentices;
- (f) Trainees; or
- (g) Employees on a supported wage system.

5. Relationship to Awards

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

6. No extra claims

The Employer and Employees agree that the salary increase and other improvement in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made during the currency of this Agreement. For the avoidance of doubt, this clause does not prevent a party covered by this Agreement raising a dispute regarding the proper interpretation of the terms of this Agreement or the application of the terms of this Agreement to the Employer and/or Employee/s.

7. The National Employment Standards

7.1 The National Employment Standards (NES) as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) (the Act) are the minimum entitlements to which an Employee covered by this Agreement is entitled to. This Agreement may provide ancillary or supplementary terms in respect of the NES.

7.2 This Agreement provides industry and enterprise specific detail where it deals with a matter provided for in the NES.

8. Agreement flexibility

8.1 Notwithstanding any other provision of this Agreement, the Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:

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

8.2 The Employee may appoint a representative to assist in discussions regarding an Individual flexibility Agreement.

8.3 The Employer and the individual Employee must have genuinely made the Agreement without coercion or duress.

8.4 The Agreement between the Employer and the individual Employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 8.1; and

- (b) result in the Employee being better off overall than the Employee would have been if no individual flexibility Agreement had been agreed to.
- (c) be about permitted matters under section 172 of the *Fair Work Act 2009* and
- (d) not contain unlawful terms under section 194 of the *Fair Work Act 2009*.

8.5 The Agreement between the Employer and the individual Employee must also:

- (a) be in writing, name the parties to the Agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
- (b) state each term of this Agreement that the Employer and the individual Employee have agreed to vary;
- (c) detail how the application of each term has been varied by Agreement between the Employer and the individual Employee;
- (d) detail how the Agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
- (e) state the date the Agreement commences to operate.

8.6 The Employer must give the individual Employee a copy of the Agreement within 14 days after it is agreed to.

8.7 Except as provided in clause 8.5(a) the Agreement must not require the approval or consent of a person other than the Employer and the individual Employee.

8.8 Where seeking to enter into an Agreement, the Employer must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

8.9 The Agreement may be terminated:

- (a) by the Employer or the individual Employee giving not more than 28 days' notice of termination, in writing, to the other party and the Agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written Agreement between the Employer and the individual Employee.

8.10 The right to make an Agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an Agreement between an Employer and an individual Employee contained in any other term of this Agreement.

Part 2 – Consultation and Dispute Resolution

Definition of Consultation:

Consultation means a serious attempt through a fair exchange of views is made in order to reach an understanding and consensus. For the purpose of this clause, the parties adopt the following comments made by Smith C. in CPSU, the Community and Public Sector Union v Vodaphone Network Pty Ltd (Print PR911257) “Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker ... Consultation is not joint decision making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision-making process to be informed, particularly as it may affect the employment prospects of individuals.”

9. Consultation regarding major workplace change

9.1 This term applies if the Employer:

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

9.2 Major Change

For a major change referred to in paragraph (9.1)(a):

- a. the Employer must notify the relevant Employees of the decision to introduce the major change and their Union; and
- b. subclauses (9.3) to (9.9) apply to Employees and the Union.

9.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

9.4 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.

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

- a. discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees;and

(iii) the measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

- b. for the purposes of the discussion – provide, in writing, to the relevant Employees:
- (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

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

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

9.8 If a term 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 paragraph (9.2) (a) and subclauses (3) and (5) are taken not to apply.

9.9 In this term, 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 needs to retrain Employees; or
- f. the need to relocate Employees to another workplace; or
- g. the restructuring of jobs.

9.10 Change to regular roster or ordinary hours of work

For a change referred to in paragraph (9.1) (b):

- a. the Employer must notify the relevant Employees of the proposed change; and
- b. subclauses (9.11) to (9.15) apply.

9.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

- 9.12 If:
- a. relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of the consultation, and
 - b. the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

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

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

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

9.16 For the purposes of cl 9.11 to 9.15, 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.

9.17 However, where a change to the Employer's educational timetable directly results in a change:

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

cl 9.11-9.15 will apply.

9.18 In this term:

relevant Employees means the Employees who may be affected by a change referred to in subclause (9.1)

10. Dispute resolution

10.1 If a dispute relates to:

- (a) a matter arising under the Agreement, except a matter relating to the actual termination of employment of an Employee that could more properly be characterised as a unfair dismissal matter that should be dealt with in accordance with Part 3-2 of the FW Act, or
- (b) the NES,

this clause sets out procedures to settle the dispute.

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

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

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

10.5 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:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that 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.

10.6 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:
 - (i) the work is not safe; or
 - (ii) the *Occupational Health and Safety Act 2004* (Vic.) would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to refuse to comply with the direction.

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

11. Employment Relations Consultative Committee

11.1 It is agreed between the parties to this Agreement that an Employment Relations Consultative Committee will be established by the end of Term 1 each year.

11.2 The Principal, on behalf of the Employer, shall consult with the Employment Relations Consultative Committee on the following:

- Matters arising following the implementation of this Agreement
- Interpretation of this Agreement
- Workload issues affecting all Employees or Employees in a particular cycle or work area
- Matters related to Positions of Responsibility including amount of allowance payable, method of appointment, tenure and time release
- Policy development

With regards to workload issues, the Employer will consider the views of the Employment Relations Consultative Committee in order to support Employees.

11.3 The Employment Relations Consultative Committee shall be formed from the members of staff of the School and will be comprised of the Principal, two additional nominees of the Principal, an IEU nominee, and shall further ensure coverage of all categories of staff across all campuses, all cycles and all modes of employment (eg: part-time staff, specialists, assistants). Consultative Committee members can represent more than one cohort if relevant. The Employment Relations Consultative Committee representatives will be elected by the cohort for whom they provide representation. Should any department of staff fail to nominate a representative, the Committee will proceed with its business without a nominee from that department.

11.4 The Employment Relations Consultative Committee shall make recommendations to the Principal regarding the issues set out in sub-clause 11.2.

11.5 Once established, the Employment Relations Consultative Committee shall meet once per term with the Principal. The Employment Relations Consultative Committee shall have the right to call additional meetings with the Principal as required.

11.6 In the event of the Employer not accepting the recommendations of the Employment Relations Consultative Committee, the Employer will on request of the Committee provide written reasons for the decision.

Part 3 – Conditions for all Employees

12. Employment under this Agreement shall be of an ongoing nature, except as stated in this Agreement at clauses 41(d), 41(e), 48.5 and 48.6

12.1 **Minimum employment period**

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

12.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time.

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

Employee	Period of Notice
Teachers	7 term weeks
General staff	1 week

12.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 12.3 above

13. **Annual leave**

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

13.2 Clauses 44 and 45 provide further details on conditions related to annual leave entitlements for Teachers.

13.3 A School Administration Services Employee other than a term weeks only Employee, is entitled to a total of 5 weeks annual leave per year, exclusive of public holidays and any other days granted in this Agreement. Five days of annual leave must be taken when the school prescribes an operating closure around the Christmas/New Year period.

13.4 Clauses 50 and 51 provide further details on conditions related to annual leave for General Staff.

13.5 Annual leave will be paid at the Employee's full rate of pay.

13.6 **Timing of annual leave**

(a) A Teacher must take annual leave during non-term weeks. Leave must generally be taken, in the case of an Employee whose employment with the Employer is continuing into the next school or preschool year, in the four-week period immediately following the final term week of the current school or preschool year, unless

otherwise agreed with the Employer.

- (b) It is preferable for School Administration Services Staff to take annual leave during non-term time.
- (c) The Employer may require a General Staff Employee to take their annual leave during non-term weeks.

13.7 Crediting of annual leave for General Staff

- (a) The Employer may allow a General Staff Employee to take annual leave either-wholly or partly-in advance before the leave has accrued. Where paid leave has been granted to a General Staff Employee in excess of the General Staff Employee's accrued entitlement, and the General Staff Employee subsequently leaves or is discharged from the service of the Employer before completing the required amount of service to account for the leave provided in advance, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the General Staff Employee upon termination of employment.
- (b) An Employee may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by the Employer.

14. Personal/carer's leave

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

14.2 An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement which includes both sick and carer's leave. Personal/carer's leave will be paid at the Employee's full rate of pay.

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

14.4 Effective from 1 February 2017 paid personal/carers leave accrues as follows:

- (a) in the first school calendar year of employment, personal leave will accrue fortnightly;
- (b) Personal leave may be taken in advance of accrual in the first school calendar year of employment, up to the amount of leave the Employee would have accrued by the end of the school year;
- (c) Where personal leave has been taken in advance of accrual in accordance with 14.4(b) and employment is terminated, monies paid in advance of accrual, may be deducted from any amount owed to the Employee;
- (d) at the commencement of the second school calendar year of employment an Employee will be credited 15 days personal leave;
- (e) should the Employee have a negative accrual balance carried over from the first year of service, the negative accrual balance will be deducted from the 15 days credited at the commencement of the second school calendar year

- of service;
- (f) personal leave will accrue at the rate of 15 days per annum credited at the commencement of each school calendar year for each subsequent year of service

14.5 A part-time Employee accrues personal/carer's leave on a pro rata basis based on the Employee's ordinary hours of work.

14.6 Paid personal leave is taken due to a personal illness or injury.

14.7 Paid carer's leave is taken 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.

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

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

14.10 Notice and evidentiary requirements

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

15. Religious Observance Leave

- 15.1 Upon the production of reasonable evidence (if required) an Employee is entitled to access up to two (2) days per year of personal leave for the purposes of attending religious celebrations or occasions or recognised religious holidays.
- 15.2 The Employee is only entitled to access this leave if the Employee gives the Employer any evidence that the Employer reasonably requires of the religious celebration, occasion or holiday.

16. Compassionate leave

- 16.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 16.2 An Employee may take three (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.
- 16.3 Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
- 16.4 The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.
- 16.5 Compassionate leave will be paid at the Employee's full rate of pay.

17. Community service leave

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

17.1 Jury Service Leave

- 17.1.1 Employees required to serve as jurors are entitled to leave at their ordinary rate of pay for the duration of the period of their required attendance for jury service. The school will continue to pay the Employee through the normal salary system.
- 17.1.2 Before jury service leave is granted the Employee is required to provide proof of the requirement to attend for jury service and any estimates of the duration of the absence from duty.
- 17.1.3 The Employee must pay to the school the full amount received from the court for jury service. The Employee must pay the school this money as soon as practicable and must if requested by the Principal, provide evidence to the school as to the amount of any payments made to them

by the court.

17.2 Paid Emergency Service Leave

17.2 An Employee is entitled to up to 2 days paid leave to engage in an activity that involves dealing with an emergency provided that:

- (a) the Employee engages in the activity on a voluntary basis and
- (b) the Employee is a member of, or has a member like association with a recognized emergency management body (for example the CFA or SES) and
- (c) either:
 - (i) the Employee was requested by or on behalf of the body to engage in the activity; or
 - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances permitted the making of such a request, it is likely that such a request would have been made.

17.3 Paid Natural Disaster Leave

17.3.1 An Employee is entitled to up to 2 days paid leave to protect his or her property in the event that the property is threatened or directly affected by a natural disaster.

17.4 Notice and Evidence

17.4.1 An Employee who takes leave under clause 17.2 or 17.3 must give the Employer notice of the absence. The notice:

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

17.4.2 An Employee who has given the Employer notice under 17.4.1 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an emergency service activity under clause 17.2 or to protect property in accordance with clause 17.3.

17.4.3 An Employee must comply with notice and evidence requirements of this clause to be eligible for the leave.

18. Parental Leave

18.1 Parental leave is in accordance with the NES save where this Agreement provides ancillary or supplementary terms.

18.2 An Employee is entitled to 12 months unpaid parental leave:

- (a) provided the Employee has completed at least 12 months of continuous service with the Employer; and
- (b) provided the leave is associated with
 - (i) the birth of the child of the Employee or the Employee's spouse or de facto partner, or
 - (ii) the placement of a child with the Employee for adoption; and
- (c) the Employee has or will have responsibility for the care of the child.

18.3 An Employee who has taken unpaid parental leave for the Employee's available parental leave period may request a further period of up to 24 months' unpaid parental leave.

18.4 Concurrent Leave

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

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

18.5 Extension or reduction of parental leave

18.5.1 An Employee who has taken unpaid parental leave for the Employee's available parental leave period may request a further period of up to 24 months' unpaid parental leave.

18.5.2 An Employee who takes unpaid parental leave may by Agreement with the Employer reduce the period of parental leave and return to work prior to the original end date of the leave or the intended end date of an extended period of parental leave pursuant to clause 18.5.

18.6 Right to request

18.6.1 An Employee entitled to parental leave under the NES may request the Employer to allow the Employee to return to work 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.

18.6.2 The Employer must give the Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable and not later than 21 days after the request is made.

18.6.3 The Employer will 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 business 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 impact on customer service.

18.7 Paid Parental Leave

18.7.1 An Employee who has completed at least 12 months of continuous service and who qualifies for, and takes unpaid parental leave to be the primary care giver of the child, is entitled to 16 weeks' payment at the Employee's full rate of pay for the period that would otherwise be unpaid leave.

18.7.2 An Employee who is eligible for paid parental leave may elect to observe that entitlement at the weekly rate of pay for half the Employee's ordinary hours of work in the pre-parental leave position spread over double the period of time (Half Pay Leave). This means that the Employee will receive the same entitlements as an Employee who did not elect to observe Half Pay Leave. For example, an Employee who is eligible for 16 weeks of paid parental leave and combines that with two weeks of paid school holidays, has a total of 18 weeks of paid leave and may elect to observe that entitlement at full pay for 18 weeks or at half pay for 36 weeks.

18.8 Paid Partner Leave

18.8.1 An Employee who qualifies for, and takes, unpaid concurrent leave of up to eight weeks, is entitled to payment at the Employee's ordinary rate of pay for up to 10 days of concurrent leave that would otherwise be unpaid. These 10 days of concurrent leave are not required to be taken as consecutive days provided that the days are taken in accordance with the NES.

18.9 Timing and taking of parental leave

18.9.1 An application to take parental leave, paid parental leave or a request to return to work part time must be made as soon as possible but not less than seven term weeks before the intended leave date or intended return date.

18.9.2 Paid parental leave or paid partner leave will be paid based on the Employees ordinary weekly salary, inclusive of any allowance and will be paid on a pro rata basis for part-time Employees.

18.9.3 In order for an Employee to access a second or subsequent period of paid parental leave, the Employee must have returned to work for a period of 52 weeks.

- 18.9.4 Paid parental leave counts as service and accrues pro rata annual leave, personal leave and long service leave.
- 18.9.5 A period of unpaid parental leave does not break an Employee's continuity of employment but does not count as service.
- 18.9.6 For an employee who is eligible for paid parental leave, the school will consider flexible arrangements for the taking of the leave, including but not limited to taking parental leave in smaller blocks and/or taking parental leave at half pay. Approval of requested arrangements will give consideration to the individual circumstances, the needs of the children, and the efficient operation of the school.

18.10 Special Leave related to Parental Leave

- 18.10.1 If the pregnancy of an Employee ends by miscarriage, or the 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 originally intended to take.
- 18.10.2 If the pregnancy of an Employee ends by miscarriage, or the birth of a still born child, or the child is born and later dies, proceeding at least 20 weeks into pregnancy, and the Employee wishes to return to work prior to the intended end date of the parental leave, then they are able to do so provided the Employee gives written notice of her intention to do so with the Agreement of the Employer. The Employer must advise in writing of the decision of the Employee of the return to work date.
- 18.10.3 This clause applies to an Employee whose spouse/partner is pregnant. If partner leave or parental leave has been approved but leave has not yet commenced, and the pregnancy of the Employee's pregnant spouse/partner ends by miscarriage, or the birth of a still born child, or if the child is born and later dies, the partner or parental leave applied for but not commenced will be cancelled.

18.11 Parental Leave for Fixed-term Employees

- 18.11.1 An Employee who is on a fixed-term contract and who meets the eligibility criteria in clause 18.2(a) is entitled to paid parental leave.
- 18.11.2 If a fixed-term Employee is unable to take the maximum paid parental leave entitlement due to the end of their fixed-term contract, the Employer must pay the Employee a lump sum amount equivalent to the balance of the paid parental leave not taken. For example, if a fixed-term Employee entitled to paid maternity leave takes eight weeks' paid parental leave immediately prior to the end of her fixed-term contract, she will be entitled to be paid a lump sum equivalent to the remaining eight weeks' paid parental leave not taken.
- 18.11.3 If a fixed-term Employee would otherwise be eligible to paid parental leave but the expected date of birth of the child is no more than six weeks after

the end of the Employee's fixed-term contract, the Employer must, at the end of the contract, pay the Employee a lump sum amount equivalent to 16 weeks of paid parental leave. For example, if an Employee is on a fixed-term contract that ends on 28 January and the Employee is due to give birth on 6 February, the Employee will be entitled to a 16 week lump sum payment at the end of the contract.

18.12 Accruing long service leave during parental leave

Service shall be continuous and accruable for the purpose of calculating long service leave entitlements notwithstanding:

- (a) The taking of any paid parental leave by an Employee;
- (b) Any absence from work for unpaid parental leave of up to one year.

19. Trade Union Training Leave

Leave with pay for one day per School Year will be available to an Employee appointed as a representative of the Independent Education Union Victoria Tasmania to attend a training day with the Union. The Employee must give as much notice as practicable prior to taking such leave.

20. Occupational Health and Safety

The Employer agrees to allow the elected Occupational Health and Safety Representative time release from his or her scheduled duties to attend to the immediate effects of an incident in the school or school community, subject to the approval of the Principal.

21. Public holidays

21.1 Public holidays are provided for in the NES.

21.2 Payment for work on a public holiday

A General Staff Employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Employer and the 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.

21.3 Substitution of public holidays

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

21.5 An Agreement made in accordance with 21.4 must be recorded in writing and made available to every affected Employee. Any such Agreement must be recorded in the time and wages records kept by the Employer.

21.6 In addition, to public holidays provided for in the NES an Employee covered by this Agreement will be entitled to an additional leave day on the Monday before the Melbourne Cup Day.

22. Long service leave

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

22.2 An Employee is entitled to long service leave. The LSL Act, as amended from time to time, specifies the entitlement to long service leave. This Agreement will prevail over the LSL Act in the event of any inconsistency.

22.3 An Employee is entitled to thirteen (13) weeks long service leave upon the completion of ten (10) years of continuous employment. An Employee is entitled to an additional six and a half (6.5) weeks' long service leave for each additional five (5) years of continuous employment with the Employer. An Employee is entitled to take 9.1 weeks long service leave after the completion of 7 years continuous employment.

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

22.6 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 full rate of pay.

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

22.8 Illness during long service leave

Subject to the requirements of clause 22, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave re-credited 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.

22.9 The Employee's application under 22.8:

- (a) must be received by the Employer during the period of illness or injury;
- (b) must be accompanied by a medical certificate from a Registered Medical Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (c) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or 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.

22.10 Timing and taking of long service leave

- (a) The timing of taking long service leave will be negotiated between the Principal and the Employee for mutual advantage but will ordinarily be taken within twenty-four months of the entitlement falling due following ten years of employment.
- (b) 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.
- (c) Notwithstanding the provisions of subclause 22.10(a), an Employee may apply to access their pro-rata long service leave after seven years of continuous employment with the Employer. A request must be in writing to the Principal.

22.11 The period of long service leave will usually not be for less than a full term (for Teaching staff). In special circumstances, an application for a shorter period of long service leave will be considered by the Employer. For General Staff members periods of long service leave will be for no shorter than single days.

22.12 Where an Employee has not accrued sufficient leave to cover a full term the Employer may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Employer.

22.13 An Employee may request the Employer to grant the Employee an amount of long service leave twice as long as the amount to which the Employee would otherwise be entitled and at a rate of pay equal to half the Employee's ordinary pay.

23. Leave without pay

23.1 An Employee may apply for leave without pay which may be granted at the discretion of the Principal.

23.2 The Employee should fill out a form as part of the request at least one term prior to the commencement of the leave period.

23.3 While an Employee has the right to apply for leave without pay, the granting of such leave is at the discretion of the Employer.

23.4 Leave without pay does not break the continuity of employment but any period of leave without pay in excess of 15 days in any school year is not taken into account in calculating the period of service of the Employee for any purpose of this Agreement. Except that for General Staff, periods of leave without pay for longer than 52 weeks will not be taken into account in calculating period of service for Long Service Leave purposes only. This has the express effect of overriding the provisions of the *Long Service Leave Act (Vic) 2018*.

24. Family/Domestic Violence Leave

24.1 General Principle

- (a) 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.

24.2 Definition of Family Violence

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

24.3 General Measures

- (a) Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof. However, the Employer acknowledges the difficulty faced by persons experiencing domestic violence, and in certain circumstances acknowledges it may not be appropriate to request an Employee provide proof of family violence.
- (b) All personal information concerning family violence will be kept confidential in line with Employer Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence.
- (d) The employer will identify contact/s within the School who will be trained in family violence and privacy issues for example training in family violence risk assessment and risk management. The employer will advertise the name of the contact within the School.

24.4 Leave

- (a) An employee experiencing family violence will have access to 10 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

24.5 Individual Support

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing family violence for:
- (i) Temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) Temporary or ongoing job redesign or changes to duties;
 - (iii) Temporary or ongoing relocation to suitable employment within the Employer organisation;
 - (iv) a change to their telephone number or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) Any temporary changes to an employee's role should be reviewed at agreed periods. When an employee is no longer experiencing the family violence, the terms and conditions of employment may revert to the terms and conditions applicable to the Employee's substantive role in agreement with the Employee.
- (c) An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

25. Infectious diseases leave

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

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

26. Breakage and loss

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

27. Study and Examination leave

An Employee will be granted up to one day paid study leave prior to an exam in an approved relevant course of study. An Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

28. 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.

29. Withholding of monies

29.1 If an employee does not give the period of notice required under this agreement, then the employer may deduct from wages due to the employee under this agreement an amount that is no more than 2 weeks' wages for the employee.

29.2 If the employer has agreed to a shorter period of notice than that required under this agreement, then no deduction can be made under clause 29.1

29.3 Any deduction under clause 29.1 must not be unreasonable in the circumstances.

30. Professional Development

30.1 Paid Professional Development / Training

30.1.1 Where the Employer has paid for a major course of study for an Employee and the Employee terminates his or her employment up to 2 years after the completion of the course of study the Employer may require the Employee to reimburse a pro rata proportion of the cost of the course to the Employer.

30.1.2 The Employer will advise the Employee in writing at the time the Employee engages in the course of study of any potential obligation to reimburse a pro rata proportion of the cost of the course in the event that the Employee terminates his or her employment in the period up to 2 years after the completion of the course.

30.2 Unpaid Education / Professional Development Leave

30.2.1 Employees are entitled to apply for a maximum of 12 months unpaid leave to undertake education / training.

30.2.2 This clause is separate to Clause 23 Leave Without Pay.

30.2.3 To be eligible to apply for Unpaid Education/ Professional Development Leave, the Employee must have completed a minimum period of four consecutive years of employment.

- 30.2.4 Evidence must be provided, satisfactory to the Employer, that the purpose of this leave is to for educational enhancement, or aligned to professional practice.
- 30.2.5 Unpaid Education / Professional Development Leave must be approved by the Employer.
- 30.2.6 The taking of Unpaid Education / Professional Development Leave does not break an Employee's continuity of employment but does not count as service.

31. Performance and conduct management

This clause will not apply within the minimum employment period or to a casual Employee. The Employer will not be required to commence a performance or conduct management procedure where the Employee's performance or conduct constitutes serious neglect of duties or serious misconduct.

31.1 Performance Management

Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in 30.2 and 30.3.

- 31.2 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;
- (d) the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.

- 31.3 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;
- (e) set periods of review, as appropriate.

- 31.4 If, following the procedure in 30.2 and 30.3 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.

31.5 **Conduct Management**

Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in 30.6 and 30.7.

31.6 The Employer will advise the Employee in writing of:

- (a) the Employer's concern 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;
- (d) the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.

31.7 The formal conduct management meeting(s) will:

- (a) include discussion of the Employer's concern with the Employee's conduct;
- (b) give the Employee an opportunity to respond to the Employer's concerns unless the Employer could not reasonably have been expected to provide the Employee with that opportunity.

31.8 Concerns 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;
- (d) other action, appropriate to the situation including professional development, counselling, mentoring or other assistance as deemed appropriate.

32. **Redundancy**

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

- (a) As soon as a potential redundancy situation is identified, the Employer/Principal shall communicate this fact to the staff, in writing, with an outline of the reasons for the potential redundancy.
- (b) A copy of this notification shall be forwarded at the same time to the Union.
- (c) When a redundancy situation has been identified, the Employer will investigate the alternatives available, including what efforts can be made to re-deploy existing staff within the school.

- 32.2 In addition to the period of notice prescribed in clauses 46 or 53 of this Agreement, an Employee whose employment is terminated by reason of Redundancy is entitled to the severance pay in accordance with the Severance Pay Scale enclosed below:

Employee's period of continuous service with the Employer at the end of the day that notice is given	Period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years and over	16 weeks

32.3 Transfer to lower paid duties

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

32.4 Employee leaving during notice period

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

32.5 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must 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.
- (b) 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 must, at the request of the Employer,

produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

- (c) This entitlement applies instead of clause 45.5 and 51.4.

32.6 Part-time Employees

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

33. Payment of wages

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

33.2 Payment arrangements

- 33.2.1 Salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis and an electronic pay slip will be issued unless an Employee requests the Employer in writing to provide a written pay slip.

- 33.2.2 For the purposes of payment of wages, each year is divided into 52.18 weeks and 26.09 fortnights.

- 33.2.3 Payslips will contain the following information:

- a. number of hours worked for the pay period
- b. the time fraction worked
- c. the calculation of salary
- d. any additional amounts itemised
- e. details of any authorised deductions

34. Remuneration packaging

- 34.1 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.

- 34.2 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. Any arrangement entered into between the Employee and Employer will be on the basis that an approved salary packaging provider is used, except in the case where the Employee elects to salary sacrifice into superannuation which can be done directly by the Employer.

- 34.3 Calculation of employment benefits pursuant to this Agreement will be based on pre-remuneration packaged salary.

35. Superannuation

The Employer makes an Employer superannuation contribution in accordance with the Superannuation Guarantee legislation contribution rate, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating Employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to NGS Super (NGS).

36. Accident pay

36.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *WIRC Act*, the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks, in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

36.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *WIRC Act*, then:

(a) the Employee does not accrue any of the following entitlements under this Agreement or under the *FW Act* (where relevant) for the duration of any such absence:

- (i) annual leave; or
- (ii) paid personal/carer's leave.

37. Letter of Appointment / Statement of Service

37.1 Upon engagement, the Employer will provide the Employee (other than a Casual Employee) with a letter of appointment stating the classification and rate of salary applicable on commencement and details for how the annual leave loading will be paid.

37.2 In the case of a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the school and that their extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.

37.3 Where the Employer engages the Teacher on a fixed term basis, the letter of appointment will inform the Teacher of the reason the employment is fixed term, the date of commencement and the period of the employment.

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

38. Mixed Functions

38.1 The Employer may engage an Employee to perform different roles under separate contracts of employment under this Agreement. The Employee will be paid the applicable rate of pay as provided for by this Agreement whilst performing the different roles.

39. Meal Allowance

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at the school continuously until after 6 pm on any day. The meal will be provided at the campus at which the Employee is required to be at work.

40. Time In Lieu for Open Day

Where an Employee's attendance is required at the Open Day held on a Saturday a day in lieu will be provided in recognition of the additional attendance.

Part 4 – Conditions for Teachers

41. Types of employment

(a) Teachers will be employed in one of the following categories:

- (i) full-time employment;
- (ii) part-time employment;
- (iii) casual employment; or
- (iv) fixed term employment.

(b) Full-time employment

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

(c) Part-time employment

- (i) A part-time Teacher is a Teacher who is engaged to work on a regular basis for less than, but not more than up to 90% of, the hours of a full-time Teacher in the school. If the hours of a part-time Teacher rise above 90%, the Teacher will be considered to be full-time.
- (ii) Where the Employer requires a Teacher to work more than 90%, the Teacher will be considered full-time and remunerated accordingly.
- (iii) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. A part-time Teacher is entitled to be paid not less than the relevant pro rata rate of pay specified in Schedules B of this Agreement using the following appropriate formulas. The amount paid to the Teacher is for all hours worked by the Teacher including any reasonable additional hours.

Teachers of Primary classes:

$\frac{\text{Hours of face to face teaching}}{23} \times (\text{the appropriate full-time weekly salary} + \text{allowance})$

Teachers of Secondary classes:

$\frac{\text{Hours of face to face teaching}}{20} \times (\text{the appropriate full-time weekly salary} + \text{allowance})$

- (iv) A Teacher (full-time or part-time) who requests to work above 90% of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.
- (v) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.
- (vi) An Employer cannot vary a part-time Teacher's teaching load or days of attendance unless:

- (1) the Teacher consents; or

- (2) the Employer may vary the hours where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven weeks' notice in the case of an early childhood Teacher, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven weeks in the case of a school Teacher or four weeks in the case of an early childhood Teacher.

(d) Casual employment

- (i) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive weeks, or four consecutive term weeks in the case of a Teacher in a school or preschool.
- (ii) A casual Teacher may be engaged for a period of up to one school term in the case of Teachers in a school or preschool or a total of 10 weeks in any other case.
- (iii) A casual engagement may be extended by Agreement between the Employer and the casual Teacher.
- (iv) The rates of pay for a casual Teacher are contained in clause B.4.
- (v) For each day on which a casual Teacher works, they shall be paid for three hours of work for the first three hours of work or part thereof, and at the hourly rate for each subsequent hour or part thereof (to a maximum of the daily rate if applicable).
- (vi) A casual Teacher is not entitled to any of the following benefits under this Agreement:
 - (1) notice of termination of employment
 - (2) redundancy
 - (3) remuneration packaging
 - (4) annual leave
 - (5) leave loading
 - (6) public holidays
 - (7) paid personal leave
 - (8) paid compassionate leave
 - (9) paid parental leave
 - (10) accident make-up pay
 - (11) pro rata payment of salary inclusive of annual leave

(e) Fixed term employment

- (i) A fixed term Teacher is entitled to the benefits of this Agreement on a pro rata basis.
- (ii) Before employing a fixed-term Teacher, the Employer will inform the fixed-term Teacher of:
 - The temporary nature of the employment; and;
 - Where a copy of this Agreement can be accessed from.
- (iii) A Teacher may be employed for a fixed period of time for a period of at least four weeks but no more than up to 12 months on either a full-time or part-time basis to:

- undertake a specified project for which funding has been made available;
undertake a specified task which has a limited period of operation; or
- replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.

42. Ordinary hours of work

- 42.1 This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours. This clause does not apply to Teachers, including a Teacher appointed as a Director, employed in an early childhood service which operates for 48 or more weeks per year, who are covered by the provisions of Schedule G – Hours of Work and Related Matters – Teachers employed in a long day care service operating for at least 48 weeks per year.
- 42.2 Notwithstanding the NES, and due to the operational requirements of Employers in the industry, the ordinary hours of a Teacher may be averaged over a 12 month period.
- 42.3 The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend during non-term weeks when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- 42.4 The maximum number of days that a Teacher will be required to attend during term weeks and non-term weeks will be 190 days in each school year with no more than 180 teaching days, except where legislation requires a greater number of attendance days in order to secure funding or maintain registration.
- 42.5 The cap on the number of attendance days in clause 42.4 does not apply to an Early Childhood Teacher employed in a Long Day Care Service.
- 42.6 The following circumstances are not included when calculating the 190 Teacher attendance days in accordance with clause 42.4:
- co-curricular activities that are conducted on a weekend;
 - school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
 - when the Teacher appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position; and;
 - exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school

community, in which a Teacher may be recalled to perform duties relating to their position.

42.7 In usual circumstances, the Employer will provide written notice of the term weeks and days in non-term weeks times on which the Teachers are required to attend, six months in advance of the requirement to attend.

42.8 The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of a Teacher's entitlements for the school year or a proportion of the school year. The Teacher's absence from school during non-term weeks is deemed to include their entitlement to annual leave.

43. Breaks

43.1 A Teacher will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work. This clause does not apply to Teachers who are covered by the provisions of Schedule G – Hours of Work and Related Matters – Teachers employed in a long day care service operating for at least 48 weeks per year.

44. Pro rata payment of salary inclusive of annual leave

44.1 This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave. This clause does not apply to Teachers covered by Schedule G – Hours of Work and Related Matters – Teachers employed in a long day care service operating for at least 48 weeks per year.

44.2 The provisions of this clause will apply:

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

44.3 Termination of employment

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

44.4 Teachers who commence employment after the commencement of the school year

A Teacher who commences employment after the usual date of commencement at a school, will be paid from the date the Teacher

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

44.5 Teachers who take approved leave without pay

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

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

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

44.6 Calculation of payments

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

P is the payment due

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

44.7 For the purpose of this clause:

- (a) **school or preschool service date** means the date from which Teachers are paid at the commencement of the school/preschool

year in their first year of service with the Employer; and
(b) **Teacher** means a Teacher other than a casual Teacher.

44.8 The formula in clause 44.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the school/preschool year in which the formula is applied.

45. Annual leave loading

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

45.2 A Teacher who has served throughout the school year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:

- (a) at the time that the Teacher is paid annual leave or pro rata annual leave;
- (b) on the termination of employment by either party.

45.3 Leave loading is to be calculated using the following formula:

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

45.4 Clause 45.3 does not apply to Teachers covered by Schedule G – Hours of Work and Related Matters – Teachers employed in a long day care service operating for at least 48 weeks per year.

45.5 Notwithstanding clauses 45.2 and 45.3, an Employer may pay annual leave loading to the Teacher with each salary payment throughout the school year by increasing the annual rate of pay as at the commencement of the school year, or as subsequently varied, by 1.342%. Where an Employer elects to pay leave loading with each salary payment throughout the school year, the Employer will advise the Teacher in their letter of appointment.

46. Termination of employment

46.1 Notice of termination is provided for in this Agreement. This clause provides enterprise specific detail.

46.2 Notice of termination by Employer

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

46.3 Notice of termination by Teacher

The notice of termination required to be given by a Teacher is the same as that required of an Employer.

46.4 If a Teacher fails to give the notice specified in clause 45.2 the Employer may withhold from any monies in line with clause 28 Withholding of Monies.

46.5 Job Search entitlement

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

47 Montessori Qualification for classroom teachers

47.1 A Teacher commencing employment, without Montessori qualifications, is required to enrol in an approved Montessori course prior to commencement or be willing to study a Montessori course as described in clause 47.2. If not obtained prior to commencing employment, new Employees must be enrolled in and complete such study within agreed timeframes. Such Employees must meet enrolment standards until such time as the Montessori course is completed and passed.

47.2 The course in clause 47.1 must be an approved Montessori course with recognised Montessori Provider Certification eg AMI or MWEI accredited or similarly approved.

47.3 The Employer will contribute to the cost of this course for Cycle 1-3. The Employer will cover the full cost of the Montessori course for teachers commencing work teaching Cycle 4-5 either as new Employees or current Employees who have not previously undergone Montessori training for Cycle 4-5.

47.4 Where the Employer pays course costs, the Employee shall commit to an Agreement with respect to reimbursement of course costs in accordance with 47.5.

47.5 In the event the Employer pays or contributes to the cost of a course of study, on termination of employment within 3 years of the commencement of the course, pro rata reimbursement of the full cost of the training will be required to be paid to the school by the Employee. This will include travel, accommodation, and other associated costs incurred by the Employer. This pro rata amount will be calculated from the commencement back at work following the conclusion of the course.

Part 5 – Conditions for General Staff

48. Types of employment

48.1 General Staff Employees will be employed in one of the following categories:

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

48.2 At the time of engagement, an Employer will inform each Employee whether they are employed on a full-time, part-time or casual basis and the Employee's classification.

48.3 Full-time employment

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 49 – Ordinary Hours of Work.

48.4 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the Employee will work, the number of weeks of the school year the Employee will work and starting and finishing times each day.
- (e) The terms of the Agreement in clause 48.4(d) may be varied by Agreement between the Employer and an Employee. Any such variation will be recorded in writing.

48.5 Fixed term employment

- (i) A fixed term General Staff Employee is entitled to the benefits of this Agreement on a pro rata basis.
- (ii) Before employing a fixed-term General Staff Employee, the Employer will inform the fixed-term General Staff Employee of:
 - The temporary nature of the employment; and;
 - Where a copy of this Agreement can be accessed from.
- (iii) A General Staff Employee may be employed for a fixed period of time for a period of at least four weeks but no more than up to 12 months on either a full-time or part-time basis to:

- undertake a specified project for which funding has been made available;
- undertake a specified task which has a limited period of operation; or
- replace a General Staff Employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.

48.6 Casual employment

- (a) A casual Employee is an Employee engaged as such.
- (b) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.
- (c) A casual Employee will be engaged and paid for a minimum of three hours for each engagement. Except that a Preschool/childcare services Employee working in an out of school hours care program may satisfy the three hour minimum by working ninety minutes before school and ninety minutes after school on the same day.
- (d) A casual Employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time Employees.
- (e) A casual Employee is not entitled to any of the following benefits under this Agreement:
 - (i) notice of termination of employment
 - (ii) redundancy
 - (iii) remuneration packaging
 - (iv) annual leave
 - (v) leave loading
 - (vi) public holidays (but is entitled to penalty loading for work performed on a public holiday)
 - (vii) paid personal leave
 - (viii) paid compassionate leave
 - (ix) paid parental leave
 - (x) accident make-up pay
- (f) An Employer must not employ a Casual Employee for longer than two concurrent school terms on relieving work or to complete a fixed project. Casuals should not be employed to perform work of an ongoing nature.

49. Ordinary hours of work

49.1 Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time, fixed term or casual Employee will be in accordance with clause 48.

49.2 The ordinary hours of work in clause 49.3 may be averaged over a period of

a fortnight or four weeks.

- 49.3 The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:
- (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:
 - (i) Assistant;
 - (ii) Curriculum/education resources; or
 - (iii) School administration services; or
 - (b) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following Employees:
 - (i) Preschool/childcare/out of school hours care services.

Provided that where a daily span of hours is specified, and there is mutual Agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

- 49.4 An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.
- (a) Where the Employee's hours are averaged:
 - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 49.3, do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
 - (b) Where the Employee's hours are not averaged:
 - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 49.3, and do not result in the Employee working more than eight hours on that day; and
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
 - (c) Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of three hours will not apply.
 - (d) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this agreement or

the NES.

49.5 Breaks between periods of duty

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in clauses 49.5(a) and (b) do not apply to:
 - (i) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
 - (ii) an Employee who is attending a school camp or excursion; or
 - (iii) an Employee working a broken shift.

50. Annual leave loading

- (a) During a period of annual leave, an Employee will receive a loading calculated on the rate of pay prescribed in Schedule E of this Agreement. Annual leave loading is payable on leave accrued on the following bases:
 - (i) Employees who would have worked on day work only had they not been on leave – 17.5% of their full rate of pay.
- (b) Except that the Employer may, at its election, pay;
 - (i) annual leave loading to the Employee with each salary payment throughout the school year by increasing the annual rate of pay as at the commencement of the school year, or as subsequently varied, by 1.3426%. Where an Employer elects to pay annual leave loading with each salary payment throughout the school year, the Employer must advise the Employee in writing; or
 - (ii) annual leave loading in respect of the school year to the Employee with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year.

51. Leave without pay during non-term weeks

51.1 Arrangements

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

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

51.2 Calculating annual salary for an Employee on leave without pay during non-term weeks

- (a) The formula in this subclause may be used to calculate an annual salary for an Employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.
- (b) The adjusted annual salary for an Employee is:

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

Where:

A means the Employee's adjusted annual salary

C means the annual salary (as contained in clause Schedule E) for the Employee's classification

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

- (c) For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- (d) An Employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

52. Higher duties

52.1 The Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification.

52.2 Where an Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during

which the duties are performed.

53. Termination of employment

53.1 The Employer will provide 4 weeks' notice of termination to a General Staff Employee.

Provided that the period of notice will be increased by 1 week if the Employee is over 45 years old and has completed at least 2 years of continuous service with the Employer at the end of the day the notice is given.

53.2 The Employer does not need to provide notice of termination to any of the following General Staff Employees:

- (a) an Employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
- (b) an Employee whose employment is terminated because of serious misconduct;
- (c) a casual Employee;
- (d) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangements; or;
- (e) an Employee excluded from notice of termination by any other provision of this Agreement or the FW Act or accompanying regulations.

53.3 Notice of termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice the Employer may withhold from any monies due in line with clause 28 Withholding of Monies.

53.4 Job search entitlement

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

54. Breaks

54.1 Meal break

An Employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

54.2 Rest break

- (a) At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Notwithstanding 54.2(a), an Assistant Employee is entitled to one rest break of 20 minutes, which will be counted as time worked.

55. Shiftwork

55.1 Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with clause 55.4.

55.2 Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause 49.3;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 49.3; and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

55.3 Broken shifts

- (a) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid as overtime.

55.4 Rostering

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.

- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 56 – Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (d) Notwithstanding clause 55.4(c) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employer is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

56. Penalty rates

56.1 Shiftwork

- (a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- (b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

56.2 Saturday and Sunday work

- (a) An Employee required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

56.3 The penalty rates within this clause and in clause 57 – Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

57. Overtime

57.1 Overtime rates

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

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

Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

57.2 Time off instead of overtime payment

- (a) The Employer and an Employee may agree that an Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an Employee and an Employer have agreed to time off instead of overtime payment under clause 57.2(a) and such time has not been taken:
 - (i) within four weeks of accrual; or
 - (ii) during the non-term weeks agreed in writing between an Employee and an Employer.
- (d) An Employer must, if requested by an Employee, provide payment for any overtime worked.

57.3 Make-up time

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

Schedule A – Teacher Classifications

A.1 Duties of Teacher

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

A.2 Recognition of previous service

A.2.1 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule B, according to qualifications and teaching experience. **Teaching experience** does not include employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.

A.2.2 Service as a part-time Teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year; provided that where the hours are more than 90% of a full-time load, service will count as a full-time year.

A.2.3 In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

A.2.4 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 diploma qualified childcare worker, at the rate of one year for every three years' service up to a maximum of four years.

A.3 Evidence of qualifications

A.3.1 The Employer may require that the Teacher provide documentary evidence of qualifications and teaching experience. If an Employer considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the Employer may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the Employer will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.

A.3.2 Where a Teacher has completed further teaching experience with another Employer (for example during unpaid leave) or additional qualifications after commencement of employment they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the Teacher provided satisfactory evidence to the Employer within

three months of completion. In all other cases the Teacher will be classified and paid from the date satisfactory evidence is provided.

A.4 Progression

A.4.1 A Teacher who is four year trained will commence on G1 of the salary scale in Schedule B

A.4.2 All Permission to Teach Teachers as defined in clause 3 will commence on G1 of the salary scale. 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.

A.4.3 A Teacher employed for 40 percent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level or at the Principal's discretion may progress annually.

Schedule B – Teacher Salaries

The salary for a full-time Teacher will be determined in accordance with the provisions in Schedule A, and will be not less than prescribed by the following table:

Schedule B - Teacher Salaries				
Classification & Subdivision	2021	2022	2023	2024
		To Commence the First pay period (fortnight) of the School Year	To Commence the First pay period (fortnight) of the School Year	To Commence the First pay period (fortnight) of the School Year
		1.5%	1.5%	1.5%
	\$	\$	\$	\$
E-4	109,567	111,211	112,879	114,572
E-3	101,287	102,806	104,348	105,913
E-2	97,683	99,148	100,635	102,145
E-1	94,206	95,619	97,054	98,509
A-5	90,854	92,216	93,600	95,004
A-4	87,620	88,934	90,268	91,622
A-3	84,503	85,770	87,057	88,363
A-2	81,494	82,717	83,958	85,217
A-1	78,596	79,774	80,971	82,186
G1	73,100	74,197	75,310	76,439

B.1 The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

B.2 Annual Leave Loading

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

B.3 Part-time Teacher

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification in accordance with the provisions of 41(c)(iii).

B.4 Casual Teacher

The salary payable to a casual Teacher upon commencement of this Agreement will be as per the following:

Casual teacher rates	Current	2022	2023	2024
Full day rate	383.13	388.88	394.71	400.63
Half day rate	191.57	194.44	197.36	200.32
Hourly rate	63.86	64.82	65.79	66.78

Casual rates will if necessary be adjusted upwards to match Victorian Government Schools CRT rates.

B.5 Wage parity

The employer will consult and discuss with the Employment Relations Consultative Committee and the Union in Term 3 of each year of this Agreement, the wages for the following year to ensure parity is maintained with the Victorian Government Sector.

Wages and payments will not be less than the Victorian Government Sector throughout the life of this Agreement.

Schedule C – Allowances

C.1.1 Responsibility Allowance

Responsibility Allowances				
	2021	2022	2023	2024
		To Commence the First pay period (fortnight) of the School Year	To Commence the First pay period (fortnight) of the School Year	To Commence the First pay period (fortnight) of the School Year
		1.5%	1.5%	1.5%
	\$	\$	\$	\$
Leadership Teacher Allowance	2,773	2,815	2,857	2,900
OH & S Officer	1,325	1,344	1,365	1,385
Nominated Supervisor	1,325	1,344	1,365	1,385
Level Coordinator	1,325	1,344	1,365	1,385
Dual Qualification Allowance for Cycle 1 Teachers - Early Childhood and Primary Education	1,325	1,344	1,365	1,385

C.1.2 Allowances will incur the same percentage increases as wages, from the same date as any wage increase for the life of this Agreement.

C.2 Vehicle allowance

C.2.1 Employees required by their Employer to use their own motor vehicle in the performance of their duties shall be entitled to claim and, where such a claim is made, be paid by the employer an allowance at the rate per kilometre as set down from time to time by the Australian Taxation Office.

C.2.2 The Employer must pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle which is used by a Employee in the performance of the Employee's duties.

C.3 Camp Allowance

C.3.1 An Employee required by the Employer to attend school camp or school sleep over will be paid the following per night of attendance:

- 2021 - \$66.00
- 2022 - \$67.00
- 2023 - \$68.00
- 2024 - \$69.00

Schedule D – General Staff Classifications

Schedule D – General Staff Classifications

D.1 Definitions

D.1.1 Definition 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.

D.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) **Year 12**

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

(b) **Trade certificate**

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

(c) **Post-trade certificate**

A course of study over and above a trade certificate and less than a Certificate IV.

(d) Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

(e) Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

(f) Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

(g) Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

(h) Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

(i) Degree

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

(j) Postgraduate degree

A recognised postgraduate, over and above a degree as defined above.

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

D.1.3 Definition 3: Classification dimensions

(a) Competency

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

(b) Judgment, independent and problem solving

Judgment is the ability to make sound decisions, recognising the

consequences of decisions taken or actions performed. Independence is the extent to which an Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

(c) Level of supervision

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

(d) 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.

(e) Occupational equivalent

Examples of occupations typically falling within each classification level.

(f) Typical activities

Examples of activities typically undertaken by Employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

D.2 Classifications

D.2.1 Level 1

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

(a) Competency

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

An Employee is not required to have formal qualifications or work experience upon engagement. An Employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the Employees with whom the Employee will be working.

(e) Typical activities

(i) Assistant grade 1

- Providing general assistance of a supportive nature to Teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general Employee or a Teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records etc.
- Assisting Teachers with the care of students on school excursions, sports days and other classroom activities
- *Occupational equivalent:* (Unqualified) Teacher aide/assistant, integration aide/assistant

(ii) Preschool/childcare services grade 1

- Learning and implementing the policies, procedures and routines and the requisite basic skills
- Learning how to establish relationships and interacting with children
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Assisting in the development of good relations with families attending the facility

- Performing basic duties, including food preparation, cleaning or gardening
- *Occupational equivalent:* (Unqualified) childcare assistant, outside school hours assistant, preschool assistant, kindergarten assistant

(iii) School administration services grade 1

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering
- *Occupational equivalent:* clerical assistant, data entry operator, front desk/reception assistant

D.2.2 Level 2

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

(a) Competency

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

(b) Judgment, independence and problem solving

- (i) 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.
- (ii) An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

(c) Level of supervision

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

(d) Training level or qualifications

Level 2 duties typically require:

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

(e) Typical activities

(i) Assistant grade 2

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- *Occupational equivalent:* Qualified Teacher aide/assistant, Qualified integration aide/assistant

(ii) Curriculum/resources services grade 1

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and Teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups

- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering read references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to Teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer 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 relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

(iii) Preschool/childcare services grade 2

- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines
- Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
- Understanding and working according to the policies and procedures associated with the children's program
- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
- Demonstrating knowledge of hygienic handling of food and equipment
- *Occupational equivalent:* Qualified childcare assistant

(iv) School administration services grade 2

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
- *Occupational equivalent:* clerical assistant

D.2.3 Level 3

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

(a) Competency

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

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

(c) Level of supervision

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other Employees may be required. When Employees are working alone, they may work semi-autonomously.

(d) Training level or qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II, with relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

(e) Typical activities

(i) Assistant grade 3

- Undertaking some responsibility for other Employees in the

work area

- Providing assistance or guidance to other Employees in the work area
- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a Teacher, of the learning needs of students

Occupational equivalent: student services co-ordinator, (Qualified) Integration Aide, Learning Differences Assistant, Montessori Classroom Assistant

(ii) Curriculum/resources services grade 2

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kids, video and film clips
- Teaching audio-visual, computer and other technical skills to students and Teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with Teachers)
- *Occupational equivalent:* (Qualified) library technician, laboratory technician, technology centre technician

(iii) Preschool/childcare services grade 3

- Assisting in the preparation, implementation and evaluation of

- developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified Employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained Employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations
- *Occupational equivalent:* (Qualified) childcare assistant, Early Learners Room Assistant

(iv) School administration services grade 3

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, Employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- *Occupational equivalent:* administration assistant, office supervisor, accounts clerk, school secretary (small school)

D.2.4 Level 4

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

(a) Competency

Competency at this level involves 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 judgment are required for self and/or others in planning, selection of equipment, work organisations, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The Employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

(c) Level of supervision

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with Employees at higher levels. May undertake stand-alone work.

(d) Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a diploma level qualification with relevant work related experience;
- (ii) completion of a Certificate IV with relevant work experience;
- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv) completion of a Certificate III with extensive relevant work experience; or
- (v) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Curriculum/resources services grade 3

- Demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of

- Teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with Teachers on curriculum matters
- Assisting careers advisor/counsellor
- *Occupational equivalent:* senior technician in a library, laboratory or technology centre, careers placement officer

(ii) Preschool/childcare services grade 3A

- Exercises similar responsibilities as a grade 3 but an Employee at this level has a Diploma in Children's Services
- *Occupational equivalent:* childcare assistant, Early Learners Room Leader, Parent & Toddler Program Leader

(iii) School administration services grade 4

- Responsibility for the smooth and efficient financial administration of a small school
- Responsibility for both secretarial and financial administration of a school office in a small school
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- 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
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
- *Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), Principal's secretary, school development officer

D.2.5 Level 5

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

(a) Competency

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

(b) Judgment, independence and problem solving

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

(c) Level of supervision

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

(d) Training level or qualifications

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

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii) completion of an advanced diploma qualification and at least two years' subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Curriculum/resources services grade 4

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

(ii) Preschool/childcare services grade 4

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- Responsibility for the direction and general supervision of lower level Employees
- Ensuring a safe environment is maintained for children and Employees
- Ensuring that records are maintained accurately for each child in the Employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families
- *Occupational equivalent:* childcare assistant

(iii) School administration services grade 5

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of school management
- Overseeing the operations of the school's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
- *Occupational equivalent:* human resources officer, office supervisor (large school), school development officer

D.2.5 Level 6

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

(a) Competency

- (i) Competency at this level involves the development and

application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.

- (ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- (iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Preschool/childcare services grade 5

- *Occupational equivalent:* operating as the assistant director:
- Responsibility for co-ordinating and directing the activities of Employees, including the Employees engaged in the implementation and evaluation of developmentally appropriate programs
- Contributing, through the director, to the development of the facility or policies and procedures
- Co-ordinating operations, including occupational health and safety, program planning, staff training
- Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licencing and all statutory and quality assurance issues
- *Occupational equivalent:* operating as the co-ordinator:
- Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising Employees, trainees and students on placement and assisting in administrative functions

(ii) School administration services grade 6

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and Employees on the Employee's area of expertise
- Responsibility for professional development of other Employees
- Contributing to operational and strategic planning in the area of responsibility
- *Occupational equivalent:* public relations manager/director, school development manager

D.2.7 Level 7

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

(a) Competency

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

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

Broad direction. May manage other Employees including general Employees.

(d) Training level or qualifications

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

- (i) a degree with at least four years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education training.

(e) Typical activities

(i) Preschool/childcare services grade 6

- Responsibility as a director, being responsible for the overall management and administration of the facility, including:
- Supervising the implementation of developmentally appropriate programs for children
- Recruiting staff in accordance with relevant regulations, as directed by the Principal
- Maintaining day-to-day accounts and handling all administrative matters
- Ensuring that the facility adheres to all relevant regulations and statutory requirements
- Ensuring that the facility meets or exceeds quality assurance requirements
- Liaising with families and outside agencies
- Formulating and evaluating annual budgets
- Providing professional leadership and development to Employees
- Developing and maintaining policies and practices for the facility
- *Occupational equivalent:* childcare centre director

(ii) School administration services grade 7

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
- Providing financial advice to the Principal or the business manager
- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (medium school)

D.2.7 Level 8

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

(a) Competency

Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(b) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

(c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.

Little or no supervision required. Generally reports directly to a member of Senior Management, such as the Business Manager or Principal.

May have management responsibility of a functional area and/or supervision of other employees.

(d) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Preschool/childcare services grade 6

- Responsibilities are the same as for a grade 6 classified at Level 7
- This level applies where the number of places in the centre exceeds 60

(ii) School administration services grade 8

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
- Undertaking the role of an assistant bursar/business manager in a large school
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- May manage delivery of support services to the school,

- including operational practices to guide others
- Manage complex reports or problems requiring expert analysis and decision making
 - Leading and/or managing a significant functional unit or area with diverse or complex set of support services provided to the school
 - Accountable for design and delivery of key services that are integral to the effective operation of the school
 - *Occupational equivalent:* assistant bursar/business manager (large school), Senior Support Officer to Business Manager or Principal

Schedule E – General Staff Salaries

E.1.1 Annual rates of pay

The Employer will pay an adult Employee not less than the annual rate of pay specified for the Employee's classification prescribed by the following table:

E.1.2 Incremental progression

- (a) Where there is more than one minimum pay point for a classification level an Employee will be eligible for movement to the next highest pay point within the classification level after each 12 month period, following a performance review which the Employer will complete before the end of the 12 month period.
- (b) Movement to the next pay point within a classification level will occur unless a review implemented by the Employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.

E.1.3 Junior Employees

A junior Employee appointed at classification level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
Under 17 years of age	50
17 years of age	60

Schedule E - General Staff Salaries: E1.1 Annual Rates of pay				
Classification	2021	2022	2023	2024
		To Commence the First pay period (fortnight) of the School Year	To Commence the First pay period (fortnight) of the School Year	To Commence the First pay period (fortnight) of the School Year
		1.5%	1.5%	1.5%
Level	\$	\$	\$	\$
Level 1				
1.1			42,038	42,669
1.2			43,564	44,217
1.3			45,143	45,820
Level 2				
2.1	45,409	46,090	46,782	47,483
2.2	47,300	48,010	48,730	49,461
Level 3				
3.1	49,271	50,010	50,760	51,522
3.2	51,242	52,011	52,791	53,583
Level 4				
4.1	53,293	54,092	54,903	55,727
4.2	55,423	56,254	57,098	57,955
Level 5				
5.1	57,640	58,504	59,382	60,273
5.2	59,946	60,845	61,758	62,684
Level 6				
6.1	62,343	63,278	64,228	65,191
6.2	65,000	65,975	66,965	67,969
Level 7				
7.1	67,431	68,442	69,469	70,511
7.2	70,128	71,180	72,248	73,332
7.3	72,933	74,027	75,137	76,264
Level 8				
8.1	75,851	76,989	78,144	79,316
8.2	78,126	79,297	80,487	81,694
8.3	80,470	81,677	82,902	84,146
8.4	83,286	84,535	85,803	87,090
8.5	86,493	87,791	89,107	90,444
8.6	89,822	91,170	92,537	93,925

E.2.1 Assistant Employees Salaries – Term Weeks Only

Assistants	2021	2022	2023	2024
		To Commence the First pay period (fortnight) of the School Year	To Commence the First pay period (fortnight) of the School Year	To Commence the First pay period (fortnight) of the School Year
		1.5%	1.5%	1.5%
Classification				
Level	\$	\$	\$	\$
Level 1				
1.1	42,095	42,727	43,367	44,018
1.2	43,705	44,360	45,026	45,701
1.3	45,310	45,989	46,679	47,379
Level 2				
2.1	46,518	47,216	47,924	48,643
2.2	48,458	49,185	49,923	50,672
Level 3				
3.1	50,477	51,234	52,003	52,783
3.2	52,501	53,288	54,088	54,899
3.3	54,321	55,136	55,963	56,802
3.4	New	57,000	57,855	58,723
3.5	New	74,157	75,269	76,398

E2.1(a) – Level 3.4

To be paid to senior assistants with extensive Montessori experience or those who have completed formal Montessori Training.

E2.1(b) – Level 3.5

To be set at the same level of a graduate teacher and paid to Program Leaders or Pre-Kinder Programmes.

E.2.2 The rates of pay in Schedule E.2.1 apply to an Employee engaged exclusively as an Assistant Employee – term weeks only.

E.2.3 The Employer agrees not to apply the provisions of Clause 51 of this Agreement to an Employee solely engaged as an Assistant Employee.

E.2.4 The rates of pay in Schedule E.2.1 are calculated on the basis of 40/52 plus four weeks' annual leave of the rates of pay for an Employee in the same level

who is required to work the full year and is in receipt of 4 weeks annual leave.

- E.2.5** Upon commencement of a new structure of the school day in accordance with Appendix A an Employee engaged under this Schedule E.2 will continue to receive salary as set out in clause E.2.1 and the basis of the calculation set out in E.2.4 will continue to apply.
- E.2.6** The periods of non-term weeks for an Employee in receipt of the rates of pay in Schedule E.2.1 are deemed to include 4 weeks annual leave.
- E.2.7.** An Employee who is employed for part only of a school year will be paid a pro rata entitlement calculated on the basis of one third of the number of weeks the Employee has worked (excluding non-term weeks) at the rate of pay applicable at the time leave is taken or employment is terminated.
- E.2.8** An Assistant engaged to work in Cycle 1 must have a relevant qualification, being a Certificate 3 in Early Childhood, a Diploma of Early Childhood or equivalent qualification or as per DEECD requirements.

Schedule F – General Staff Allowances

F.1 First aid allowance

F.1.1 Application

An Employee who is designated by the Employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance of:

- (a) 1.65% of the standard rate per annum; or
- (b) 1/240th of the allowance in clause F.1.1(a), if designated on a per day basis.

F.1.2 Excluded Employees

This allowance does not apply to:

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

F.2 Meal Allowance

Where an Employer requires an Employee:

(a) to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the Employee. The exceptions to this are:

- if it is not possible to provide a meal, the Employer will pay a meal allowance of \$14.98 to the Employee.

(b) employed in a boarding role, to be on duty during meal times, the Employee will be entitled to the meal provided to the school's boarding students.

F.3 On call and recall allowance

F.3.1 Recall allowance

An Employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

F.3.2 Exceptions

The on call and recall allowances do not apply to:

- (a) an Employee paid a sleepover allowance in accordance with clause; or
- (b) an Employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the Employee for their exclusive

use at no cost to the Employee.

F.4 Uniform/protective clothing allowance

F.4.1 Where an Employer requires an Employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the Employee's duties, the Employer will:

- (a) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
- (b) provide a uniform or protective clothing allowance of \$1.20 per day up to a maximum of \$6.00 per week and a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week; or
- (c) reimburse the Employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the Employer does not launder the items.

F.4.2 Where an Employee is required to work in the rain they will be supplied with adequate rainproof clothing.

F.4.3 Where an Employer provides a motor vehicle which is used by an Employee in the performance of the Employee's duties the Employer must pay all expenses including registration, running and maintenance.

F.4.4 Adjustment of expense related allowances

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

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Tool allowance	Tools component of the household appliances, utensils and tools sub-group
Uniform/protective clothing allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

Schedule G – Hours of Work and Related Matters

– Teachers employed in a long day care service operating for at least 48 weeks per year

G.1 Ordinary hours of work

G.1.1 Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week.

G.1.2 The ordinary hours of work may be averaged over a period of four weeks.

G.1.3 The ordinary hours of work will be worked between the hours of 6.00 am and 6.30 pm on any five days between Monday and Friday and will not exceed eight hours in duration. Subject to the provisions of clause 8, by Agreement between an Employer and an Employee, an Employee may be rostered to work up to a maximum of 10 hours in any one day.

G.1.4 Breaks between periods of duty

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an Employer requires an Employee to continue or resume work without having a 10 hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10 hour break has been taken, or be paid at double time of the ordinary rate of pay until released from duty.

G.2 Rostered days off

An Employer and Employee may agree that the ordinary hours of work provided by clause 49 – Ordinary hours of work will be worked over 19 days in each four week period, in which case the following provisions will apply.

G.2.1 The Employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.

G.2.2 An Employee will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take rostered days off.

G.2.3 Each day of paid leave taken by an Employee (but not including long service leave, or any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause.

G.2.4 Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.

G.2.5 An Employee will not be entitled to personal leave in respect of illness whilst on

a rostered day off. In the event of a rostered day off falling on a public holiday, the Employer and the Employee will agree on a substitute day.

- G.2.6** An Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- G.2.7** An Employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with clause G.2.2.
- G.2.8** An Employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with clause G.2.2.
- G.2.9** Rostered days off will be determined by mutual Agreement between the Employer and the Employee, having regards to the needs of the place of employment.
- G.2.10** An Employee will be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty.
- G.2.11** Nothing in this clause will entitle an Employee who works less than 38 hours per week to accumulate rostered days off pursuant to this clause.
- G.2.12** Where a service operates for less than 48 weeks per year and the Employee receives more than four weeks' paid leave per year, the Employee will accrue rostered days off to a maximum of seven days in any 12 months of consecutive employment. Any days accrued in excess of seven will be subsumed into the period of paid leave.

G.3 Breaks

G.3.1 Meal break

- (a) An Employee will be entitled to a paid meal break of no more than 30 minutes, and no less than 20 minutes no later than five hours after commencing work. Provided that an Employee may, by Agreement with the Employer, leave the premises or elect not to be on call during the meal break. In that case the meal time will not count as time worked and nor will payment be made for such time.
- (b) Where an Employee is called back to perform any duties within the centre or the break is interrupted for any reason the Employee will be paid at time and a half for a minimum of 15 minutes and thereafter to the nearest quarter hour until an uninterrupted break, or the balance of the break, is taken.

G.3.2 Non contact time

An Employee responsible for programming and planning for a group of children will be entitled to a minimum of two hours per week, during which the Employee is not required to teach or supervise children or perform other duties directed by

the Employer, for the purpose of planning, preparing, researching and programming activities.

G.4 Overtime

G.4.1 Overtime rates

- (a) An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours at the rate of time and a half for the first three hours and double time thereafter.
- (b) Notwithstanding clause G.4.1(a), part-time Employees who agree to work in excess of their normal hours will be paid at ordinary time for up to eight hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service. No part-time Employee may work in excess of eight hours in any day without the payment of overtime.

G.4.2 Time off instead of overtime payment

- (a) An Employee and an Employer may agree that an Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an Employee and an Employer have agreed to time off instead of payment for overtime under clause 57.2(a) and such time has not been taken:
 - (i) within four weeks of accrual; or
 - (ii) during the non-term weeks agreed in writing between an Employee and an Employer.

an Employer must, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked.

G.4.3 Make-up time

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

Schedule H – Class Sizes

The composition of classes will give consideration to the particular needs of the students having regard to the resources available and the school facilities. Class sizes will be impacted by the dimensions of the classroom space available. Any figure above 25 students is to be agreed to by the classroom teacher. Discussions will also take place with Employee Relations Consultative Committee. Class sizes will be limited to the following:

Cycle 1	To be limited to the figure as mandated by the early childcare rules and regulations and ensuring compliance with the statutory staffing ratios
Cycle 2	26 per class
Cycle 3	25 per class
Cycle 4 & 5	24 per class

Schedule J – Montessori Allowances

J.1.1 Montessori Allowances

Allowances	2021	2022	2023	2024
		To Commence the First pay period (fortnight) of the School Year	To Commence the First pay period (fortnight) of the School Year	To Commence the First pay period (fortnight) of the School Year
		1.5%	1.5%	1.5%
	\$	\$	\$	\$
Montessori Long Course	1,713	1,739	1,765	1,792
Montessori Short Course	571	580	589	598
Montessori Assistants short Course	285	289	294	298
Camp Allowance	66	67	68	69

J.1.2 Allowances will incur the same percentage increases as wages, from the same date as any wage increase for the life of this Agreement.

Appendix A

Structure of School Day

Cycle 1

Scheduled Class Time 8.45am-3.00pm

One hour lunch break during the school day

Cycle 2 & 3

Scheduled Class Time 8.45am-3.15pm

One hour lunch break during the school day

Cycle 4 & 5

Scheduled Class Time 9.00am-4.00pm

One hour lunch break during the school day

EXECUTED as an Agreement this 16 day of March 2022

Signed for and on behalf of:

Melbourne Montessori School Ltd
ABN 17005315855


Principal

Address

6 Roselea Street
Caulfield South 3162
Principal

Authority to Sign

In the presence of


Witness

Melbourne Montessori School
as represented by

OLDRISKA RYKS
Name in Print


Authority to Sign

I.E.U Employee Representative

Signature



In the presence of


Witness
MARIO MARINELLI
BUSINESS MANAGER
Melbourne Montessori School.

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/560

Applicant:
Melbourne Montessori School Limited


Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Daniel Thomas, [Principal] have the authority given to me by Melbourne Montessori School Limited to give the following undertakings with respect to the Melbourne Montessori Enterprise Agreement 2022 ("the Agreement"):

1. 'This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.'
2. That casual relief teachers engaged by the school will be engaged at the applicable rate for their classification, as shown in Schedule B of the Agreement plus a 25% casual loading
3. That for the remainder of 2022 no general staff will be appointed at Level 1.
4. That all general staff casuals employed will be paid a minimum of 3 hours
5. For teaching staff, the minimum payment will be the half day rate and if the staff member works more than half a day and less than a full day they will be paid the full day rate
6. That all employees including part time general staff will be entitled to be paid overtime in accordance with the Educational Services (Schools) General Staff Award 2020 for work more than their ordinary or rostered hours
7. In relation to Time off in lieu (TOIL), this agreement will incorporate the provisions of clause 21.4 of the Educational Services (Schools) General Staff Award 2020 and clause 21.4 / Schedule A clause A.4.2 of the Educational Services (Teachers) Award 2020 to ensure that employees are provided with all relevant protections contained within the abovementioned Awards.,

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


Signature

16-3-22
Date

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