



DECISION

Fair Work Act 2009

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

**Overnewton Anglican Community College T/A Overnewton Anglican
Community College Limited**
(AG2015/6718)

OVERNEWTON ANGLICAN COMMUNITY COLLEGE COLLECTIVE ENTERPRISE AGREEMENT 2015-2019

Educational services

COMMISSIONER JOHNS

MELBOURNE, 4 DECEMBER 2015

*Application for approval of the Overnewton Anglican Community College Collective
Enterprise Agreement 2015-2019.*

[1] On 17 November 2015 Overnewton Anglican Community College (**Applicant**) made an application for approval of the *Overnewton Anglican Community College Collective Enterprise Agreement 2015-2019* (**Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The Commission is satisfied that each of the requirements of ss 186, 187 and 188 of the Act, 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), the Commission notes that the Agreement covers this organisation.

[5] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 11 December 2015. The nominal expiry date of the Agreement is 1 October 2019.



COMMISSIONER

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PART 1: APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

- 1.1 This Agreement is to be known as the **Overnewton Anglican Community College Collective Enterprise Agreement 2015 - 2019** (the 'Agreement') and is a Single Enterprise Agreement made pursuant to Section 172(2) of the *Fair Work Act 2009* (Cth).
- 1.2 Nothing in this Agreement, including the Classification Structure at Schedule 2B, is intended to disadvantage any employee when compared to the conditions that the employee enjoyed prior to the approval of the Agreement.

2. ARRANGEMENT

This Agreement is arranged as follows:

Part Title	Part No.	Clause No.
Application and Operation of Agreement	1	1-11
Conditions of Employment for all Employees Covered by the Agreement	2	12-41
Conditions of Employment for Teachers	3	42-48
Conditions of Employment for Education Support Staff	4	49-54
Clause Title	Part No.	Clause No.
Access to Childcare	2	33
Accident Compensation and Accident Make-up Pay	2	26
Agreement Flexibility	1	9
Allowances	2	30
Annual Leave – Education Support Staff	4	52
Annual Leave and School Holidays – Teachers	3	45
Annual Leave Loading	2	29
Application and Coverage	1	5
Arrangement	1	2
Breakage and Loss	2	31
Classifications and Salaries – Education Support Staff	4	49
Classifications and Salaries - Teachers	3	42
Commencement Date and Period of Operation	1	3
Compassionate Leave	2	18
Consultation Process	2	36
Consultation Regarding Major Workplace Change	1	10
Definitions	1	7
Dispute Resolution Procedures	1	8
Domestic Violence Leave Provision	2	23
Exemplary Employee Classification	2	41
Hours of Work – Education Support Staff	4	51
Hours of Work – Teachers	3	43
Infectious Diseases Leave	2	19
Infectious Diseases and Pregnant Employees	2	20
Jury Service Leave	2	34
Leave for Exams and Qualifications	2	35
Leave without Pay	2	25
Long Service Leave	2	24
Minimum Term Employment Period	2	12

Modes of Employment	1	11
Notice of Termination – Education Support Staff	4	53
Notice of Termination – Teachers	3	47
Parental Leave	2	22
Part Time Education Support Staff	4	54
Part Time Teachers	3	46
Payment Arrangements	2	16
Personal Leave	2	17
Public Holidays	2	21
Rates of Pay	2	13
Reclassification – Education Support Staff	4	50
Redundancy Procedures	2	28
Relationship to Awards and Legislation	1	6
Remuneration Packaging	2	14
Re-Negotiation of Agreement	1	4
Scheduled Class Time	3	44
Staff Performance Review and Development	2	40
Stand Down Teachers	3	48
Superannuation	2	15
Termination of Employment	2	37
Title	1	1
Uniforms and Protective Clothing	2	32
Unsatisfactory Conduct	2	39
Unsatisfactory Performance	2	38
Withholding of Monies	2	27
Schedule Title	Schedule No.	
Classification Structure (Teachers)	1A	
Salaries (Teachers)	1B	
Positions of Responsibility Structure (Teachers)	1C	
Salaries (Education Support Staff)	2A	
Classification Structure (Education Support Staff)	2B	
Details of Classification (Education Support Staff)	2C	

3. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 The Agreement will commence 7 days after it is approved by the Fair Work Commission.
- 3.2 The Nominal Expiry Date of this Agreement is 1 October, 2019.

4. RE-NEGOTIATION OF AGREEMENT

The Employer and the Employees agree that negotiations for a replacement Agreement will commence approximately four months prior to the Nominal Expiry Date of this Agreement.

5. APPLICATION AND COVERAGE

- 5.1 The Agreement applies to **Overnewton Anglican Community College**: ABN 60 006 593 488 (“the Employer”); and
- 5.2 All Employees.
- 5.3 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3 and 4 of this Agreement apply to Employees as specified.
- 5.4 The Independent Education Union Victoria Tasmania will be covered by the Agreement upon notice under s.183 (1) of the Act.

6. RELATIONSHIP TO AWARDS AND LEGISLATION

- 6.1 This Agreement replaces and excludes the Awards and any industrial agreement which would otherwise apply to the Employees but for this Agreement.
- 6.2 The National Employment Standards (NES) cannot be excluded by any Agreement.
- 6.3 Where a term of the NES provides a more favorable term than provided by this Agreement, the Employee(s) shall be entitled to the more favorable term.

7. DEFINITIONS

Act	Means the <i>Fair Work Act 2009</i> (Cth) as may be amended or replaced from time to time
Awards	<p>Means the following:</p> <ul style="list-style-type: none"> • <u>Educational Services (Teachers) Award 2010</u> • <u>Educational Services (Schools) General Staff Award 2010</u> • Victorian Independent Schools - Teachers - Award 1998 • Victorian Independent Schools - School Assistants - Award 1998 • Victorian Independent Schools - Clerical/Administrative Employees - Award 2004 • Victorian Independent Schools - Early Childhood Teachers - Award 2004 • Education Services - Early Childhood Assistants - Victoria - Award 1999 • Victorian Independent Schools - Nurses - Award 2003 • The Sportsground Maintenance and Venue Presentation (Vic) Award 2001 <p>and any other Award applicable to any Employee immediately prior to the commencement of this Agreement</p>
Casual Employee	Means an Employee who is engaged in relieving work or work of a casual nature, but does not include an employee who could properly be classified as a Full-Time or Part-Time Employee.
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, 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.
Education Support Staff	Means all categories of Employees other than Teachers covered by this Agreement, including all who provide classroom support services, childcare services, curriculum/resources services, instructional services, nursing services, administration services, operational services and/or wellbeing services but excluding a Principal, a Deputy by whatever name called, a business manager or bursar (by whatever name called), a human resource manager or a person who has delegated authority to act for the Employer from time to time in the recruitment and termination of employees of the School.
Employee	Means all Teachers and all Education Support Staff, but excluding a Principal, a Deputy by whatever name called, a business manager or bursar (by whatever name called), a human resource manager or a person who has delegated authority to act for the Employer from time to time in the recruitment and termination of employees of the School.
Employees who provide administrative services	Means a person who is employed wholly or principally in clerical work and/or administrative work, including an Employee whose principal duties are in the information technology area of the Employer's business operations.

Employee who provides childcare services	Means an Employee whose principal duties are undertaken in an Out of School Hours Care facility
Employees who provide classroom support services	Means a person who is ancillary to the process of teaching and includes classroom assistants, teacher aides, integration aides, special education personnel
Employees who provide curriculum/resources services	Means a person who is ancillary to the process of teaching and includes, audiovisual technicians, audiovisual coordinators, laboratory technicians, laboratory managers, library technicians, library assistants, visual arts technicians
Employees who provide instructional services	Means a person who is employed in the school's programs for instrumental music, sport, religious instruction, VET in schools and languages other than English program
Employees who provide nursing services	Means an Employee who is a registered Nurse and who is employed by the Employer as such
Employees who provide operational services	Means an Employee whose work wholly or principally involves: <ul style="list-style-type: none"> • maintenance, repair, logistical support and/or improvement works on buildings, grounds, facilities, plant, services and the like, including tradespersons, trades assistants, gardeners, bus drivers, labourers, cleaners and like occupations; or • the construction, ornamentation, presentation, formation, maintenance or keeping in order of grounds or enclosures used in conducting outdoor entertainments, outdoor shows, outdoor sports or outdoor amusements of any kind; or • the laying out, planting, construction, maintenance, cultivation, keeping in order or removal of gardens (including features) and or lawns and/or trees; or • supporting the retailing service of the employer; or • food preparation or provision.
Employees who provide wellbeing services	Means a person who is ancillary to the process of teaching and includes school counsellors, guidance officers, youth welfare officers, psychologists, speech therapists and occupational therapists
Employer	Means the entity identified in clause 5.1
Experience [for a Teacher]	Means experience of teaching after achieving the qualifications necessary for registration as a teacher. Experience is deemed to commence at the date on which a 'qualified' person first receives a teaching appointment.
Fair Work Legislation	Means: <ul style="list-style-type: none"> • Fair Work Act and Rules and Regulations 2009 • Fair Work (Transitional Provisions and Consequential Amendments) Act and Regulations 2009 • Fair Work (Registered Organisations) Act and Regulations 2009

FWC	Means the Fair Work Commission
Fixed Term Employee	Means an Employee employed pursuant to clause 11.4 of this Agreement
Full Time Employee	Means an Employee employed pursuant to clause 11.1 of this Agreement.
Immediate Family	Means <ul style="list-style-type: none"> • a 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 lives with the Employee as his or her husband, wife or same-sex partner on a bona fide domestic basis, although not legally married to the Employee; and • a child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee.
NES	Means the National Employment Standards contained at Part 2-2 of the Fair Work Act
Part Time Employee	Means an Employee employed pursuant to clause 11.2 and 11.3 of this Agreement
Permission to Teach	Means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i> as amended in 2011 and the Victorian Institute of Teaching Permission To Teach Policy (2011 and any subsequent revisions)
Principal	Means the Principal of the School or his or her nominee
Registered Health Practitioner	Means a person registered under the Health Practitioner Regulation National Law to practise a health profession other than as a student
School/College	Means the Employer
School Year	Means twelve months from the day that Employees are required by the Employer to attend the School for the new Education year
School Holidays	Means a period of holidays as determined by the Employer and announced at least 12 months prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools.
Teacher	Means a person who holds Full, Provisional or Permission to Teach Registration granted by the Victorian Institute of Teaching pursuant to the Education and Training Reform Act 2006 (Vic.) as amended in 2011 and is employed to teach. This definition includes: <ul style="list-style-type: none"> • a qualified teacher librarian, • a person employed as an Early Childhood teacher, but excludes an instrumental music instructor, sports coach, or other instructor whose duties relate to co-curricular or extra-curricular programs

8. DISPUTE RESOLUTION PROCEDURES

- 8.1 If a dispute relates to:
- (a) a matter arising under this Agreement or
 - (b) the National Employment Standards
- this clause sets out the procedures to settle the dispute.
- 8.2 An Employee who is party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 8.3 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 the relevant supervisors and or management.
- 8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

The Fair Work Commission may deal with the dispute in 2 stages:

- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then :
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
 - (c) Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission 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.
- 8.5 While the parties are trying to resolve the dispute using the procedures in this clause 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.
- 8.6 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

9. AGREEMENT FLEXIBILITY

- 9.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the following matters:
- (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances.
- 9.2 The arrangement must meet the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in 9.1.
- 9.3 The arrangement must have been genuinely agreed to by the Employer and Employee without coercion or duress.

- 9.4 The Employee is entitled to appoint a representative for the purposes of negotiating an Individual Flexibility Arrangement under this clause.
- 9.5 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 9.6 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 9.7 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.8 The Employer or Employee may terminate the individual flexibility arrangement by giving 28 days written notice to the other party to the arrangement; or, if the Employer and Employee agree in writing, at any time.

10. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- 10.1 This clause applies if the Employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on Employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 10.2 In this clause, a major change is *likely to have a significant effect on Employees* if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.
- 10.3 The relevant Employees may appoint a representative for the purposes of the procedures set out in this clause. If a representative is appointed and the Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

10.4 Major workplace change

- 10.4.1 Subject to this clause 10.4, where the Employer has made a definite decision to introduce a major change as per clause 10.1(a), the Employer must notify the relevant Employees of the decision to introduce the major change.
- 10.4.2 As soon as practicable after making its decision, the Employer must discuss with the relevant Employees:
- (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the Employees; and
 - (c) measures to avert or mitigate the adverse effect of the change on the Employees.
- 10.4.3 For the purposes of such discussion, the Employer must provide, in writing, to the relevant Employees all relevant information about the change including:
- (a) the nature of the change proposed; and
 - (b) information about the expected effects of the change on the Employees; and
 - (c) any other matters likely to affect the Employees.
- 10.4.4 However, the Employer is not required to disclose any confidential or commercially sensitive information to the relevant Employees.
- 10.4.5 The Employer must give prompt and genuine consideration to any matters raised about the major change by the relevant Employees.
- 10.4.6 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in this clause 10.4 do not apply.

10.5 Change to regular roster or ordinary hours of work

- 10.5.1 Subject to this clause 10.5, where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees as per clause 10.1(b), the Employer must notify the relevant Employees of the proposed change.
- 10.5.2 The Employer must discuss with the relevant Employees the introduction of the proposed change and, for the purposes of such discussion, provide to the relevant Employees:
- (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
 - (ii) information about what the Employer reasonably believes will be the effects of the proposed change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees.
- 10.5.3 However, the Employer is not required to disclose any confidential or commercially sensitive information to the relevant Employees.
- 10.5.4 The Employer must invite the relevant Employees to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities).

- 10.5.5 The Employer must give genuine consideration to any views given or matters raised about the impact of the proposed change by the relevant Employees.
- 10.5.6 For the purposes of this clause 10.5, 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 and therefore any change to such timetable will not in and of itself attract the provisions of this clause 10.5.
- 10.5.7 However, where a change to the School's educational timetable directly results in a change:
- (a) to the number of ordinary hours of work of an Employee, or
 - (b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or
 - (c) to the days over which the Employee is required to work,
- the provision of this clause 10.5 will apply.

11. MODES OF EMPLOYMENT

The Employer may employ a Full Time, Part Time, Fixed Term or Casual Employee.

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

Prior to the commencement date of employment, new staff members will receive a letter of appointment, which provides information relating to:

- (a) the date on which employment commences;
- (b) the date on which employment ceases (in the case of fixed term appointments);
- (c) commencing classification salary and mode of payment;
- (d) annual leave entitlements;
- (e) superannuation arrangements;
- (f) a broad description of the job as at the commencement of employment.

11.1 Full Time Employees

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

11.2 Part Time Employees

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

11.2.2 To avoid doubt, commencement of part-time employment in accordance with this Agreement and return from part-time employment to full time employment in accordance with this Agreement does not break continuity of employment.

11.2.3 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs.

11.3 Variation of days and times of attendance for part-time Employees

11.3.1 The Employer will not generally vary the time fraction, days or times of attendance of a part-time Employee during the school year unless:

(a) the Employee consents

or

(b) it can be demonstrated that such a variation is required as a result of a change in funding/curriculum/ enrolment needs.

In reaching this decision the school will consider:

- the needs of the school; and
- the family needs of the Employee

11.3.2 Where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer will provide 7 weeks notice in writing, or where the change would result in a reduction in salary, the Employee's salary will be maintained for a 7 week period.

11.3.3 Where a bona fide reduction of 25% or more of a part-time Employee's FTE is proposed, the Employee may choose to accept the new position at the reduced FTE fraction or be declared redundant and receive the appropriate payment under the Agreement.

11.4 Fixed Term Employees

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

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

11.4.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.

11.4.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:

- the reason for the fixed nature of the employment;
- the date of commencement of the employment;
- the benefits which are applicable under this Agreement; and
- the rights of any Employee being replaced.

11.4.4 The termination of employment of a Fixed Term Employee will be the expiry of the period of employment or, where an Employee is replacing an Employee on parental leave, in accordance with the applicable notice of termination provisions in clause 22.

11.4.5 In cases of unsatisfactory performance or conduct, a contract may be terminated prior to its expiry date in accordance with the relevant provisions of the Agreement.

11.4.6 A Fixed Term Employee is not entitled to any period of notice of termination which extends beyond the expiry of the period of employment.

11.5 Casual employees

11.5.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

11.5.2 A Casual Teacher will be paid no less than the rate set out in Schedule 1B This rate of pay includes a loading in lieu of paid leave entitlements. A Casual Education Support Staff Member will be paid according to the formula contained at 11.5.5.

11.5.3 A Casual Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- school holidays
- leave loading
- public holidays
- paid personal leave
- paid compassionate leave
- accident make-up pay
- paid parental leave
- paid examination leave
- paid qualification conferral leave

11.5.4 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible under this Agreement.

11.5.5 A Casual Education Support Staff member will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly salary for 1}^{\text{st}} \text{ year for the appropriate grade} \times 1.25}{37.5}$$

11.5.6 The Employer will engage a Casual Teacher for either a full day or a half day.

11.6.7 An Employer must not employ a Casual Teacher in such a capacity for more than fifteen consecutive school days.

11.5.8 An Employer must not employ a Casual Education Support Staff Member 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.

PART 2: CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

12. MINIMUM TERM EMPLOYMENT PERIOD

- 12.1 An Employee's employment is contingent upon the satisfactory completion of a six month Minimum Term Employment Period.
- 12.2 The Employer is entitled to terminate the Employee's employment during the Minimum Term Employment Period upon provision of the required notice or payment in lieu. Where the Employer determines that it is not reasonable to allow the Employee to work for the full required notice period, a reduced notice period of 4 weeks within a term will apply.
- 12.3 The Employee is entitled to resign during the Minimum Term Employment Period upon provision of the reduced notice period.
- 12.4 The Employer is not required to provide any notice or payment in lieu where the Employee is guilty of serious misconduct such that the Employer could not be expected to allow the Employee to remain employed for any of the required notice period.
- 12.5 Where appropriate and at the Employer's complete discretion, the Employer may choose to follow Due Process and Performance Management processes prior to terminating an Employee during the Minimum Term Employment Period; however, this is not required.

13. RATES OF PAY

13.1 Teachers

The rates of pay for Teachers will not be less than the rates of pay shown in Schedule 1B to this Agreement.

13.2 Education Support Staff

The rates of pay for Education Support Staff will increase by the same percentage over the life of this Agreement on and from the same date as the increases paid to Teachers employed by the Employer.

14. REMUNERATION PACKAGING

- 14.1 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.
- 14.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a written agreement varying the Employee's conditions of employment.
- 14.3 Remuneration packaging will be offered in accordance with the College Policy entitled "Salary Packaging" most recently reviewed by the College Operations Committee in 2015. This policy can only be varied if the appropriate consultative processes set out in clause 36 of this Agreement are complied with.

15. SUPERANNUATION

The Employer shall continue to make an employer superannuation contribution in accordance with Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee. Each employee shall be provided with a superannuation choice form upon commencement. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to the College's default fund, Combined Super.

16. PAYMENT ARRANGEMENTS

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

17. PERSONAL LEAVE

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

17.1 Entitlement

17.1.1 An Employee, other than a Casual Employee, is entitled to a paid personal leave entitlement, which includes both sick leave and carer's leave.

17.1.2 Sick leave is to be taken by the Employee because of a personal illness or injury.

17.1.3 Carer's leave is taken by the Employee to provide care or support to a member of the Employee's immediate family or household who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

17.1.4 A Full-Time Employee is entitled to 18 days paid personal leave each year.

17.1.4.1 Within this entitlement of 18 days, a Full-Time Employee is entitled to 15 days of paid personal leave that can be used as either sick leave or carer's leave in each year of service. Personal leave from this 15 day entitlement that is unused in each year of service will accrue.

17.1.4.2 Within this entitlement of 18 days, a Full-Time Employee is entitled to 3 days of designated paid carer's leave in each year of service. Carer's leave from this 3 day entitlement that is unused in each year of service will not accrue.

17.1.5 Where a Full-Time Employee has a need for personal leave that exceeds the Employee's accrued entitlement at the time that leave is needed, the Employee is entitled to paid personal leave in advance of accrual up to the annual entitlement of 18 days, subject to meeting the evidentiary requirements in Clause 17.2.

17.1.6 Personal leave may be taken for part of a single day.

17.1.7 A Part-time Employee is entitled to paid personal leave on an equivalent pro-rata basis.

17.1.8 To avoid doubt there is no limit on the amount of accrued personal leave that an Employee is entitled to use as carer's leave in any one period of time subject to meeting the evidentiary requirements in Clause 17.2.

17.1.9 Where an employee (including as Casual Employee) has exhausted the paid personal leave entitlement, the Employee may take up to three days unpaid carer's leave per permissible occasion. Unpaid carer's leave maybe taken as a single, unbroken period of up to three days, or for any separate period as agreed by the Employer and the Employee.

17.2 Evidence required

17.2.1 Where requested, an Employee is required to provide to the Employer a certificate from a registered health practitioner or statutory declaration or other evidence to the Employer's reasonable satisfaction in the following circumstances:

- For any absence on sick or carer's leave of more than two consecutive days;
- For any absence on sick or carer's leave continuous with a holiday to which the Employee is entitled and which would otherwise not require the production of a certificate; and
- Where the number of days of paid sick or carer's leave already taken without the production of a certificate, statutory declaration or other evidence that would satisfy a reasonable person exceeds five days in one school year.

18. COMPASSIONATE LEAVE

18.1 An Employee may take up to 3 days paid leave 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.

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

18.3 If requested to do so by the Employer, the Employee is required to give the Employer evidence that would satisfy a reasonable person that the Employee is entitled to take compassionate leave.

19. INFECTIOUS DISEASES LEAVE

19.1 An Employee who is suffering from one of the following infectious diseases will be granted special leave without deduction of pay, provided the Employee can produce medical advice confirming that the disease was contracted through a contact at the School:

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever
- Hepatitis
- SARS, bird flu, swine flu or other contagious disease of similar severity.

19.2 The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

20. INFECTIOUS DISEASES AND PREGNANT EMPLOYEES

20.1 Where a pregnant Employee is working in close proximity to a person who is found to have a contagious disease, the Employee will be either:

- Transferred to a safe work area if possible; or
- Sent home and placed on special leave with pay until the person is either no longer contagious or is removed from the area in which the Employee works.

21. PUBLIC HOLIDAYS

21.1 An Employee is entitled to public holidays as specified in the *Public Holidays Act 1993* (Vic) and as gazetted by the Victorian Government from time to time.

These include the following:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

21.2 For Employees in receipt of paid School Holidays, public holidays that occur during School Holidays do not create an additional entitlement.

21.3 By agreement between the Employer and the majority of affected Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.

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 clause 21.4 must be recorded in writing and made available to every affected Employee.

22. PARENTAL LEAVE

22.1 Unpaid Parental Leave Entitlement

An Employee, upon the completion of 12 months of continuous service with the Employer, is entitled to up to 156 weeks unpaid parental leave in relation to the birth or adoption of a child.

22.1.1 Types of Parental Leave

22.1.1.1 Unpaid parental leave includes ordinary parental leave, special parental leave and adoption leave.

22.1.1.2 Ordinary parental leave is taken in connection with the birth of a child of the Employee or the Employee's spouse.

22.1.1.3 Adoption leave is taken in connection with the adoption of a child by the Employee or the Employee's spouse.

- 22.1.1.4 Special parental leave is taken:
- When the pregnancy of an Employee not already on parental leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, and/or
 - Where the Employee suffers a pregnancy related illness.

22.1.2 Eligibility

- 22.1.2.1 Unpaid parental leave applies to an Employee, other than a Casual Employee who is not an eligible casual employee, who has or will have responsibility for the care of the child.
- 22.1.2.2 The Employer must not fail to re-engage a Casual Employee because:
- (a) the Employee or Employee's spouse is pregnant; or
 - (b) the Employee is or has been immediately absent on parental leave.
- 22.1.2.3 The rights of the Employer in relation to engagement and re-engagement of a Casual Employee is not affected, other than in accordance with this clause.

22.1.3 Definitions

- 22.1.3.1 For the purposes of this clause, **child** means a child of the Employee under the age of five years or under school age, whichever applies first. Except that for the purposes of adoption, a **child** is an **eligible child** and means a person under the age of sixteen years who is placed with the Employee, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.
- 22.1.3.2 For the purposes of this clause, an **eligible casual employee** means a Casual Employee:
- (a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
 - (b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- 22.1.3.3 For the purposes of this clause, **continuous service** includes a period during which the Casual Employee was engaged on a regular and systematic basis by the Employer and during the casual period, the Employee had a reasonable expectation of continuing employment by the Employer. A period of unpaid parental leave does not break the Employee's continuity of employment but does not count as employment or service.
- 22.1.3.4 A **spouse** includes a former spouse, a de facto spouse and a former de facto spouse, whether of the opposite or same sex.

22.1.4 **Concurrent Leave**

22.1.4.1 Parental leave is available to both employees who are part of an “employee couple” (i.e. where both parents are employed, not necessarily by the same employer). When both members of an employee couple take parental leave at the same time, it is called “concurrent leave”.

22.1.4.2 Parental leave is only available to one parent at a time in a single unbroken period, except that both parents are entitled to take an unbroken concurrent period of eight (8) weeks for ordinary parental leave and eight (8) weeks for adoption leave.

22.1.5 **Subsequent Pregnancies**

In the event that an Employee has a subsequent child within the 156 week period, the entitlement to parental leave will be the greater of an additional 52 weeks or to the end of the 156 week period, at the discretion of the Employer.

22.1.6 **Variation of Leave**

22.1.6.1 Where an Employee has commenced a period of parental leave of up to 156 weeks, the Employee may apply to the Employer to change the period of parental leave on one occasion.

22.1.6.2 Any such application must be received preferably seven (7) weeks but no less than four (4) weeks prior to the commencement of the changed arrangements.

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

22.1.7 **Ordinary Parental Leave**

22.1.7.1 Unless agreed otherwise between the Employer and Employee, an Employee may commence ordinary parental leave at any time within six weeks immediately prior to the expected date of birth.

22.1.7.1 Where a pregnant Employee continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

22.1.7.3 The Employer may require a pregnant Employee to start a continuous period of leave as soon as reasonably practicable if the Employee does not give the Employer a medical certificate within seven days after the request or if the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.

22.1.7.4 Where a pregnant Employee elects to return to work within six weeks after the birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

22.1.8 **Special Parental Leave**

- 22.1.8.1 A Pregnant Female Employee is entitled to a period of special parental leave as stated in a medical certificate given to the Employer in accordance with clause 22.1.12.1. The Employee is not entitled to special parental leave for any period longer than that specified in the medical certificate.
- 22.1.8.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special parental leave.
- 22.1.8.3 Where an Employee not then on parental leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special parental leave, ordinary parental leave, and maternity leave taken may not exceed 156 weeks.
- 22.1.8.4 During a period of special parental leave, an Employee may return to work at any time as agreed between the Employer and the Employee, provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- 22.1.8.5 A period of special parental leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary parental leave.

22.1.9 **Adoption Leave**

- 22.1.9.1 An Employee may take:
- (a) adoption leave to which he or she is entitled at any time within the period of 3 weeks starting on the day of placement of the child, and/or
 - (b) adoption leave to which he or she is entitled at any time within 156 weeks of the day of placement of the child.
- 22.1.9.2 Where the placement of a child for adoption with an Employee
- does not commence, the Employee is not entitled to leave; or
 - commences but is discontinued or cancelled,
- the Employee's entitlement to adoption leave is not affected. However, the Employer may give the Employee written notice that, from a stated day no earlier than 4 weeks after the day the notice is given, any untaken long adoption leave that the Employee remains entitled to at the stated day is cancelled with effect from that day.
- 22.1.9.3 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations which are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

22.1.10 **Notice and Evidence Requirements**

22.1.10.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of parental leave.

22.1.10.2 However, an Employee will not be in breach of any of the requirements of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason. In such circumstances, notice and/or evidence required should be provided as soon as reasonably practicable.

22.1.11 **Ordinary Parental Leave: Notice and Evidence Requirements**

(a) No later than ten (10) weeks before the expected date of birth, the Employee must provide the Employer with:

- notice in writing of the expected date of confinement; and
- a certificate from a registered medical practitioner stating that the Employee or the Employee's spouse is pregnant; and

(b) No later than four (4) weeks before the first day of the intended period of leave, the Employee must provide the Employer with:

- Notice in writing to the Employer of the date on which the Employee proposes to commence parental leave and the period of leave to be taken; and, where requested

(c) A statutory declaration stating the following:

- the particulars of any period of leave sought by the Employee's partner (if applicable);
- that the Employee intends to be the child's primary care-giver at all times while on ordinary parental leave (if applicable); and
- that for the period of parental leave they will not engage in any conduct inconsistent with the contract of employment.

22.1.12 **Special Parental Leave: Notice and Evidence Requirements**

22.1.12.1 Before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) special leave the Employee must provide the Employer with:

(i) a medical certificate from a medical practitioner containing the following statements:

- that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
- what the expected date of birth would have been if the pregnancy had gone to full term;
- that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
- that the Employee is, was, or will be unfit for work during a stated period, and, where requested:

(b) a statutory declaration made by the Employee containing the following statements:

- that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
- the first and last days of the period (or periods) of any other authorised leave taken by the Employee because of a

- pregnancy-related illness or the end of the pregnancy; and
- that the Employee will not engage in any conduct inconsistent with the contract of employment while on special parental leave.

22.1.12.2 An application for special parental leave required because of a pregnancy-related illness must:

- State the first and last days of the period of special parental leave; and
- Be accompanied by a medical certificate from a medical practitioner stating –
 - That the Employee is pregnant,
 - The expected date of birth, and
 - That the Employee is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.

22.1.13 **Adoption Leave: Notice and Evidence Requirements**

22.1.13.1 As soon as reasonably practicable after receiving notice of the approval of the placement of an eligible child with the Employee (a placement approval notice) an Employee must give written notice to his or her Employer of the Employee's intention to apply for adoption leave.

22.1.13.2 As soon as reasonably practicable after receiving notice of the expected placement day of an eligible child with the Employee (a placement notice), an Employee must give written notice to his or her Employer of:

- The Employee's intention to apply for adoption leave;
- The day when the placement of an eligible child with the Employee is expected to start;
- The first and last days of the periods of adoption leave the Employee intends to apply for because of the placement:
 - (a) if the Employee receives a placement notice about the placement within the period of 8 weeks after receiving the placement approval notice - before the end of that 8-week period; or
 - (b) if the Employee receives a placement notice about the placement after the end of the period of 8 weeks after receiving the placement approval notice - as soon as reasonably practicable after receiving the placement notice.

22.1.13.3 Where the Employee is applying for a period of concurrent leave of 8 weeks or less, the Employee must provide a written application to his or her Employer for adoption leave, stating the first and last dates of the period, no later than 14 days before the expected day of placement.

22.1.13.4 Where an Employee is the primary care-giver and is applying for a period of leave of 8 weeks or more, the Employee must provide a written application to his or her Employer for adoption leave, stating the first and last dates of the period, no later than 10 weeks before the first day of the proposed period of leave including (or constituted by) the adoption leave applied for.

22.1.13.5 The Employee must also give his or her Employer the following documents:

- a) a statement from the adoption agency of the day when the placement is expected to start, and, where requested:
- b) a statutory declaration made by the Employee stating
 - (i) whether the Employee is taking concurrent adoption leave, adoption leave to be the primary care-giver or both;
 - (ii) the first and last days of the period or periods of leave to be taken;
 - (iii) that the child is an eligible child;
 - (iv) Whether or not the Employee intends to be the primary care-giver at all times while on adoption leave;
 - (v) that the Employee will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.

22.1.14 **Parental Leave and Other Entitlements**

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 156 weeks, or a longer period if agreed.

22.1.15 **Transfer to Safe Work**

Where an Employee is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

22.1.15.1 This subclause applies to an Employee if

- (a) the Employee is entitled to ordinary parental leave; and
- (b) the Employee has already complied with the documentation requirements set out in this Agreement; and
- (c) the Employee gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - (i) illness, or risks, arising out of her pregnancy; or
 - (ii) hazards connected with that position.

22.1.15.2 If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job:

- (a) the Employee may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in clause 2.1.15.3 (b); or
- (b) the Employer may require the Employee to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in clause 2.1.15.3 (b)

- 22.1.15.3 If the Employee takes paid leave:
- (a) the entitlement to leave is in addition to any other leave entitlement she has; and
 - (b) the period of leave ends at the earliest of whichever of the following times is applicable:
 - (i) The end of the period stated in the medical certificate;
 - (ii) If the Employee's pregnancy results in the birth of a living child - the end of the day before the date of birth;
 - (iii) If the Employee's pregnancy ends otherwise than with the birth of a living child - the end of the day before the end of the pregnancy.

22.1.16 **Return to Work**

- 22.1.16.1 An Employee will give as much notice as possible of the Employee's intention to return to work after a period of parental leave, but no less than four weeks prior to the expiration of the leave.
- 22.1.16.2 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 22.1.15, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A part-time Teacher will be entitled to the same time fraction.
- 22.1.16.3 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.
- 22.1.16.4 For the purposes of this clause, **position** includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects.

22.1.17 **Consultation During Parental Leave**

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

22.1.18 Right to Request Flexible Working Arrangements

- 22.1.18.1 An Employee who is a parent or has responsibility for the care of a child and is returning to work after taking leave in relation to the birth or adoption of a child may ask the Employer to work part-time or for another change in working arrangements to assist the employee to care for the child.
- 22.1.18.2 Examples of other changes in working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.
- 22.1.18.3 The request must be in writing and set out the details of the change sought and of the reasons for the change.
- 22.1.18.4 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.
- 22.1.18.5 The Employer shall consider any request for flexible arrangements made pursuant to this clause 22.1.18 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include (but are not limited to) cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 22.1.18.6 If the Employer refuses the request, the written response must include details of the reasons for the refusal.

22.2 Paid Parental Leave

- 22.2.1 Where the College employs both parents of the child, only one parent will be entitled to receive payment pursuant to this clause.
- 22.2.2 Payment pursuant to this clause cannot be taken concurrently with any other paid leave entitlement.
- 22.2.3 Where an Employee is granted unpaid parental leave to be the primary caregiver of a child, the Employee is entitled to a payment equivalent to fourteen weeks wages at the Employee's ordinary rate of pay immediately prior to the commencement of parental leave provided that the leave would otherwise have been unpaid and is taken either before the child is 14 weeks old or, for adoption leave, during the first 14 weeks of the child's placement with the employee. If requested by the Employee, this entitlement may be taken as 28 weeks at half pay. This entitlement is in addition to any available Government provision.

Where an Employee is granted unpaid parental leave at the time of the birth of a child or placement of a child for adoption and is not the primary caregiver of the child, the Employee is entitled to a payment at the ordinary rate of pay of up to two weeks of parental or adoption leave that would otherwise have been unpaid leave, provided the leave is taken within 6 weeks of the child first arriving at the primary caregiver's residence.

22.2.4 Further Payment

- 22.2.4.1 An employee must return to work and complete a further period of at least 12 months service prior to being eligible for any subsequent period of paid parental leave.
- 22.2.4.2 Where an employee has less than 12 months service with the College following a period of parental leave, the employee may make application for payment, citing reasons in support of the payment.
- 22.4.2.3 Payment, on a pro-rata basis, may be made at the discretion of the Principal.

23. DOMESTIC VIOLENCE LEAVE PROVISION

23.1 General Principle:

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

23.2 Definition of Family Violence:

For the purposes of this Agreement the 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.

23.3 General Measures

- 23.3.1 Proof of family violence may be required and can be in the form of 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 may also be accepted as proof. The Employee must provide any proof requested prior to taking leave or where this is not possible as soon as is reasonably practicable after the leave has been taken.
- 23.3.2 All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. The Employer will not disclose the information unless required by law or where it is necessary to ensure the safety of any Employee, student or visitor to the Employer.
- 23.3.3 The Employer will not discriminate against an Employee who has been subjected to domestic violence in terms of their existing employment or career development.
- 23.3.4 The Employer will identify contact/s 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.

23.4 Leave

- 23.4.1 An Employee who is a victim of or a witness to family violence within their own family or household will have access to up to five (5) days per year of paid special leave for medical appointments, legal appointments or proceedings, counselling and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day (half day or quarter day) and can (subject to compliance with clause 23.3.1) be taken in an emergency situation without giving the Employer prior notice. Where the Employee knows in advance of the need to access this leave, the Employee will be expected to provide the Employer with reasonable notice.
- 23.4.2 If proof is requested, the Employee must comply with clause 23.3.1 in order to be paid for this leave.
- 23.4.3 This leave is not cumulative and expires at the end of each 12 month period of employment.

23.5 Individual Support

- 23.5.1 Subject to clause 23.5.2, in order to provide support to an Employee who is a victim of or a witness to family violence within their own family or household and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:
- (a) Changes to their span of hours or pattern or hours
 - (b) Job redesign or changes to duties
 - (c) Relocation to suitable employment within the School
 - (d) A change to the Employee's work telephone number or email address to avoid harassing contact
 - (e) Any other appropriate measures.
- 23.5.2 Any request by an Employee must be made in writing and may be refused based on reasonable business grounds.
- 23.5.3 An Employee experiencing family violence will have access to the Employer's Employee Assistance Program (EAP) and/or other local resources.

24. LONG SERVICE LEAVE

24.1 Eligibility

- 24.1.1 A Full-Time Employee accrues Long Service Leave at the rate of 1.3 weeks per year of service.
- 24.1.2 An Employee becomes entitled to access his or her pro-rata Long Service Leave accrual after 7 years of continuous service.
- 24.1.3 An Employee whose service has been all full-time or all at the same part-time fraction is paid during Long Service Leave at the Employee's normal salary.
- 24.1.4 For Employees with variations in employment fraction during the period of service, the following applies:
- Full-time service will accrue at full-time rates;
 - Part-time service will accrue pro-rata on the basis of time fraction over the period of service.

24.1.5 Accrued Long Service Leave will be paid in lieu where an Employee's employment is terminated for any reason (except serious misconduct) after seven years of continuous employment.

24.1.6 Accrued Long Service Leave will be paid in lieu to an Employee's personal representative where the Employee dies at any point during the employment with Long Service Leave entitlements accrued but not yet taken.

24.2 Illness on Long Service Leave

24.2.1 Subject to the production of a supporting medical certificate, an Employee who becomes ill whilst on Long Service Leave is entitled to have the period of illness treated as sick leave but only to the extent that the Employee is entitled to sick leave.

24.2.2 Subject to clause 24.2.1, the Employee's Long Service Leave will either be extended by the period of illness, or the Employer and the Employee may agree that the Employee will return from Long Service Leave as planned with the period of illness increasing the Employee's accrued Long Service Leave entitlement.

24.2.3 The Employee's application under this clause must as far as practicable:

- be received by the Employer during the period of illness or injury;
- be accompanied by a medical certificate from a registered health practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- indicate whether the Employee wishes to extend the Long Service Leave by the period of the illness or injury or whether the Employee will return from Long Service Leave as planned with the period of illness or injury increasing the Employee's accrued Long Service Leave entitlement.

24.3 Taking Leave

24.3.1 An Employee with an entitlement to access Long Service Leave will be allowed to take such leave at a time mutually agreed between the Employer and the Employee.

24.3.2 Long Service Leave is to be taken in blocks of one term's length except where an alternative arrangement is made at the Principal's discretion.

24.3.3 An Employee who has an entitlement to Long Service Leave may be entitled to access the leave with unpaid parental leave or unpaid carer's leave at the discretion of the Principal.

24.3.4 An Employee who has an entitlement to Long Service Leave is entitled to take a period of leave without pay in conjunction with that Long Service Leave subject to the following conditions:

- The Employee shall return to work at the start of a school term.
- The total period of leave shall comprise the whole term or terms.
- The period of leave without pay will normally be limited to the remainder of the term in which Long Service Leave is taken.

The period of leave without pay would not normally be longer than the period of Long Service Leave.

25. LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. To the fullest extent permitted by the law, entitlements under this Agreement do not accrue during any period of leave without pay in excess of 10 consecutive days.

26. ACCIDENT COMPENSATION AND ACCIDENT MAKE UP PAY

Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness, but only for so much of that period as the Employee remains employed by the Employer.

27. WITHHOLDING OF MONIES

27.1 In the event that an Employee does not provide the full notice required by this Agreement as appropriate the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.

27.2 An Employer is not entitled to withhold any monies owing to an Employee to the extent to which it would result in the Employer failing to comply with the Fair Work Legislation.

28. REDUNDANCY PROCEDURES

28.1 Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job that 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.

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

- the reasons for any proposed redundancy;
- the number and categories of Employees likely to be affected; and
- the period over which any proposed redundancies are intended to be undertaken.

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

28.4 Transfer to lower paid duties

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

28.5 Severance Pay

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

Period of Continuous Service	Severance Pay (under 45 years of age)	Severance Pay (over 45 years of age)
Less than 1 year	Nil	Nil
1 year but less than 2 years	6 weeks pay	7 weeks pay
2 years but less than 3 years	9 weeks pay	10.75 weeks pay
3 years but less than 4 years	12 weeks pay	14.5 weeks pay
4 years but less than 5 years	14 weeks pay	17 weeks pay
5 years but less than 6 years	16 weeks pay	19.5 weeks pay
6 years but less than 10 years	18 weeks pay	22 weeks pay
10 years and over	2 weeks pay for every year of service up to 32 weeks	2.5 weeks pay for every year of service up to 40 weeks

“Week’s pay” means the ordinary time rate of pay for the employee concerned.

28.6 Leaving during notice

When an Employee’s employment is terminated for reasons of redundancy, the Employer may terminate the Employee’s employment during the period of notice, and if so, the Employee will be entitled to the same benefits and payments under clause 28.5 had the Employee remained with the Employer until the expiry of such notice. However, in such circumstances the Employee will not be entitled to payment in lieu of notice.

28.7 Alternative employment

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

28.8 Time off during notice period

During the period of notice of termination an Employee will be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

29. ANNUAL LEAVE LOADING

29.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks leave.

29.2 An Employee in receipt of all school holidays who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of number of working weeks} \\ (\text{excluding paid holidays}) \times 4 \times \text{Annual rate of pay}}{\text{Number of school's term weeks } 52.18}$$

29.3 An Employee in receipt of 5 weeks annual leave is entitled to leave loading as assessed as following

$$\frac{17.5\% \text{ of number of working weeks} \\ (\text{excluding paid holiday periods}) \times 4}{47}$$

times the weekly rate of pay applicable on 1 December of that year, or when employment is terminated prior to that date, at the weekly rate of pay applicable at the time of termination of employment.

29.4 An Employee in receipt of 6 weeks annual leave is entitled to leave loading as assessed as following

$$\frac{17.5\% \text{ of number of working weeks} \\ (\text{excluding paid holiday periods}) \times 4}{46}$$

times the weekly rate of pay applicable on 1 December of that year, or when employment is terminated prior to that date, at the weekly rate of pay applicable at the time of termination of employment.

29.5 An Employee in receipt of 8 weeks annual leave is entitled to leave loading as assessed as following

$$\frac{17.5\% \text{ of number of working weeks} \\ (\text{excluding paid holiday periods}) \times 4}{44}$$

times the weekly rate of pay applicable on 1 December of that year, or when employment is terminated prior to that date, at the weekly rate of pay applicable at the time of termination of employment.

29.6 Annual Leave Loading is payable on termination of employment.

29.7 The Employer will pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December.

30. ALLOWANCES

30.1 Meal Allowance

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

30.2 Higher Duties Allowance

An Employer may direct that an Employee perform temporarily duties applicable to a classification higher than that of such Employee. Where an Employee performs such duties for one week or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification or Position of Responsibility Allowance, that Employee will be paid the rate applicable to the higher classification for the whole period during which the said duties are performed.

30.3 School Camps

An employee required to attend overnight curriculum based camps will be paid a \$65 per night allowance.

30.4 Tea & Gift Allowance

30.4.1 All Employees of the College with the exception of Casual Employees will contribute \$6.50 per fortnight as a staffroom food and drink contribution. A pro-rata rate for part time staff will apply.

30.4.2 All Employees of the College with the exception of Casual Employees will contribute \$1.50 per fortnight to the College staff gift fund. A pro-rata rate for part time staff will apply.

30.4.3 With authorisation from the Employee, the fortnightly contribution will be deducted from the Employee's salary by the pay roll office. Authorisation will be requested at the time of employment.

30.4.4 The amount of the fortnightly contribution will not increase for the life of this agreement unless approved by 75% of Employees via ballot.

31. 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.

32. UNIFORMS AND PROTECTIVE CLOTHING

32.1 Where an Employer requires an Employee to wear a uniform, protective clothing and/or footwear, the Employer will provide the items, or the Employer may elect to reimburse the Employee for the purchase price of the items.

32.2 An Employee is responsible for the maintenance and laundering of uniforms, protective clothing and/or footwear provided or paid for by the Employer.

32.3 Uniforms, protective clothing and/or footwear will be replaced by the Employer on a fair wear and tear basis.

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

33. ACCESS TO CHILDCARE

Where an Employee with a child (or children) enrolled at the College is required to attend meetings at the College before or after regular school hours (for teachers) and regular hours of work (for Education Support Staff members) other than on the designated meeting day, the Employee may access the Overnewton Out of School Hours Care Program free of charge.

34. JURY SERVICE

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

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

34.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

- 34.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 34.5 Subject to clauses 34.1 to 34.4 inclusive, an Employer will continue to pay an Employee granted leave pursuant to 34.1 his or her ordinary salary during the period of leave, subject to the Employee reimbursing the Employer an amount equal to the amount paid by the Court Authorities in respect of the Employee's attendance for such jury service.

35. LEAVE FOR EXAMS AND QUALIFICATIONS

35.1 Examination/assignment Leave

An Employee will be granted leave with pay to attend compulsory examinations and/or to undertake assignments in an approved relevant course of study up to a maximum of 2 days per year in total.

35.2 Qualification Conferral Leave

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

36. CONSULTATION PROCESS

- 36.1 A Staff Consultative Committee will be maintained for the duration of this Agreement.
- 36.2 The purpose of the Staff Consultative Committee is to consult with the Principal and Head of Human Resources on all matters pertaining to staff employment conditions.

36.3 Composition of the Staff Consultative Committee

The Staff Consultative Committee will comprise one Education Support Staff member from each campus, and one Teacher from each of the six schools (two Junior Schools, two Middle Schools, one Canowindra and one Senior School), a representative of the IEU Vic/Tas may attend meetings by invitation. It shall be the responsibility of the College Staff Association to ensure that representatives are duly elected to the Committee and fulfil their duties as required.

- 36.4 All members of the committee shall be from the College's eligible staff. Each member may choose to have a proxy, if necessary who shall be from the respective constituency and will be approved by them.
- 36.5 For the purpose of this paragraph, 'eligible staff' are members of the school's staff covered by the Agreement.

36.6 Method of operation of the Staff Consultative Committee

- 36.6.1 The Committee shall elect a Chairperson.
- 36.6.2 Meetings of the Staff Consultative Committee may be called by the Principal/ Chairperson or at least 3 members of the committee at any time.
- 36.6.3 The Staff Consultative Committee will convene at least once every semester and meet with the Principal and Head Human Resources of the College to discuss relevant matters.

- 36.6.4 All recommendations coming to the staff consultative committee will be discussed and resolutions should be reached where possible by consensus. Where consensus cannot be achieved the viewpoints for and against an issue are to be minuted.
- 36.6.5 The minutes of the meeting shall record the recommendations of the members of the committee to the Principal and vice-versa.
- 36.6.6 The minutes of the meeting shall be normally available to the members of the committee within two weeks of the date of the meeting.
- 36.6.7 Notice of the meetings shall be given at least one week in advance and the agenda and relevant papers (including matters to be discussed and motions to be put at a meeting) shall be distributed at least 48 hours before the meeting.
- 36.6.8 When confidential matters are discussed by the committee, all members of the committee are bound by that confidentiality.
- 36.6.9 The terms of office shall be for the life of this Agreement. Should a vacancy occur, nominations or election within the appropriate constituency shall normally occur prior to the meeting of the committee.
- 36.6.10 Where the committee decides that insufficient consultation has taken place this concern should be taken up formally with the Principal.
- 36.6.11 The result of the annual consultative procedure will be the publishing to employees in the College Principal's Annual Assurances.

36.7 Total Workloads

- 36.7.1 The Consultative Committee shall make recommendations about the total workloads of staff. This will include meetings, parent/teacher meetings and co-curricular duties.
- 36.7.2 No employee shall be required to perform an unfair, unreasonable or excessive workload during the year. In making determinations about the work of employees, the College shall attempt to provide for equitable workloads across the College and amongst staff.

37. TERMINATION OF EMPLOYMENT

37.1 Termination by the Employer

Except in the case of redundancy, the Employer may terminate the employment of an Employee for reasons related to the Employee's unsatisfactory conduct or unsatisfactory performance:

- Summarily; or
- On notice.

37.1.1 Summary Dismissal

The Employer may terminate an Employee's employment summarily only where that 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.

37.1.2 Notice

Where the Employer terminates employment for reasons of redundancy or unsatisfactory performance or conduct, the Employer will provide notice in accordance with this Agreement.

37.2 Termination by the Employee

Where the Employee wishes to resign from the College, the Employee will provide notice in accordance with this Agreement.

37.3 Statement of Service

37.3.1 Upon termination of employment, an Employee may request a statement of service.

37.3.2 Upon receipt of such a request, the Employer will provide the Employee with a statement specifying:

- the period of employment; and
- the classification of or type of work performed by the Employee.

38. UNSATISFACTORY PERFORMANCE

Where termination of employment may take place for reasons related to unsatisfactory performance, the Employer will apply the Due Process provisions contained in this Agreement.

38.1 Commencement of Due Process

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

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

38.2 Due Process Meetings

Due process meetings will:

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

39. UNSATISFACTORY CONDUCT

Where termination of employment may take place for reasons related to unsatisfactory conduct, the Employer will investigate the alleged misconduct, provide the Employee with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the Employer. Where an issue of misconduct is to be investigated, an Employee is entitled to be accompanied by a nominee of the Employee's choice. The Employer may suspend the Employee on full pay pending the outcome of the investigation. Disciplinary action may include termination of employment.

40. STAFF PERFORMANCE REVIEW AND DEVELOPMENT

- 40.1 All staff employed by the College will engage in an annual performance review and development program.
- 40.2 The aim of the program is one of continuous improvement for all Employees. The program is intended to be supportive and educative, and will be conducted in a context of mutual trust and respect. The staff performance review and development process is separate from any disciplinary procedure.
- 40.3 Information about the staff performance review and development process is available on the College Intranet.

41. EXEMPLARY EMPLOYEE CLASSIFICATION

Exemplary Employee: Teacher or *Exemplary Employee: Education Support Staff* classification is open to Employees who have been teaching or in their current occupation for at least five years, who have been at Overnewton College for at least one year and who demonstrate individual outstanding performance and colleague mentoring capability. The classification entitles the Employee to an additional allowance of \$4,000 per annum (pro rata for part-time staff) in 2016, and thereafter indexed to salary increases, for a period of three years. The Employee is entitled to apply for Exemplary Employee status after each three year term. The classification of *Exemplary Employee: Teacher*, or *Exemplary Employee: Education Support Staff*, will attach a higher level of responsibility, within the Employee's current role, in terms of leadership, initiative and the mentoring of other Employees.

Details of the requirements and application process for the Exemplary Employee allowances will be contained in the *Exemplary Employee: Teacher* and *Exemplary Employee: Education Support Staff* policy document which is available on the College Intranet.

PART 3: CONDITIONS OF EMPLOYMENT FOR TEACHERS

42. CLASSIFICATIONS AND SALARY

- **Schedule IA:**
Sets out the classification structure and progression through the salary scale.
- **Schedule IB:**
Sets out the salary for a Teacher, including a Casual Teacher.
- **Schedule IC:**
Sets out the position of responsibility structure.

43. HOURS OF WORK

The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher. These are advised to each individual Teacher, in the annual Teaching Load letter issued prior to the commencement of the School Year.

44. SCHEDULED CLASS TIME

44.1 Scheduled class time includes the following components of a teacher's allotment:

- Face to Face teaching time
- Timetabled Pastoral care duties, including Chapel and Assemblies
 - Senior School: 235 minutes per two week cycle
 - Year 9: 350 minutes per two week cycle
 - Middle School: 275 minutes per two week cycle
 - Junior School: 200 minutes per two week cycle
- Any co-curricular sessions allocated to the teacher which are scheduled during normal class time

44.2 Scheduled class time does not include:

- Non-timetabled pastoral care duties
- Any co-curricular activity taken by the teacher outside normal class time
- Staff meetings
- The time that teachers are expected to arrive and supervise classrooms prior to the commencement of formal duties
- Student recess and lunch breaks, including yard duties
- The time spent outside normal class time on camps, excursions, sporting carnivals, house events, etc.

44.3 **Allowance for non-timetabled pastoral care duties:**

- Teachers with an allocated home group or mentor group will receive an annual monetary allowance of \$2,000 for non-timetabled pastoral care duties, to be paid over the school year.
- If responsibility for a home group or mentor group non-timetabled pastoral care duties is transferred to another teacher within a school year, the allowance will be transferred accordingly.
- If responsibility for a home group or mentor group is shared between two or more teachers, the allowance will be shared according to the balance of non-timetabled pastoral care duties, irrespective of the balance of timetabled pastoral care duties. The balance of non-timetabled pastoral care duties will be determined by the Head of School.
- A statement regarding the allowance for non-timetabled pastoral care duties for eligible teachers will be included in the Annual Teaching Load letter.

- 44.4 A full time teacher (Years 5 – 12) is allocated 20 hours per week of scheduled class time and 50 minutes of yard duty, averaged over the course of a school year.
- 44.5 A full time teacher (Years Prep – 4) is allocated a maximum of 21.9 hours per week of scheduled class time and 50 minutes of yard duty, averaged over the course of a school year. There will be four curriculum planning days per year (one for each term) allocated to Years Prep-4 classroom teachers.
- 44.6 Full-time teachers in their first year of teaching will have reduction in scheduled class time of between 150 and 200 minutes per two week cycle.
- 44.7 Limits to the maximum scheduled class time may be exceeded subject to the following:
- Agreement of the teacher
 - A reduction in some other aspect of the teacher's duties, additional support for the teacher or an increase in salary.
- 44.8 All full time teachers can expect to be in attendance at the College between 8:20am and 5:00pm on the two scheduled meeting afternoons and between 8:20am and 4:00pm on other days.

44.9 **Extras**

There shall be a maximum of 20 hours of extras per year for full time teachers whose scheduled class time is based on 20 hours per week (pro-rata for part-time), unless agreed to by the teacher.

45. ANNUAL LEAVE AND SCHOOL HOLIDAYS

- 45.1 A Teacher is entitled to four weeks annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 45.2 This clause applies to Teachers employed either full-time or part-time on a pro-rata basis.
- 45.3 A Teacher is entitled to School Holidays without deduction of pay. School holidays are deemed to include annual leave.
- 45.4 School Holidays will be not less than the periods mandated by the Victorian Government for Victorian government schools. The Employer will announce the periods of School Holidays for each year prior to the commencement of that School Year.
- 45.5 A Teacher is not required or requested to attend at the School during School Holidays but is required to perform such professional duties as are reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 45.6 The Employer may reduce a Teacher's entitlement to School Holidays where a Teacher has taken unpaid leave in excess of ten working days in any School Year pursuant to clause 17 (Personal Leave) or clause 25 (Leave Without Pay).
- 45.7 A Teacher's entitlement to School Holidays which has been reduced at the Employer's discretion under clause 45.6 will be calculated on the basis of one third of that Teacher's working weeks (excluding holidays already received and periods of unpaid leave).
- 45.8 Where a Teacher's entitlement to paid School Holidays has been reduced pursuant to clause 45.6, the period which but for that reduction would have been paid School Holidays will be unpaid leave (other than unpaid leave pursuant to clause 17 (Personal Leave) or clause 25 (Leave Without Pay)) and will be counted as service for all purposes of the agreement.

46. PART-TIME TEACHERS

- 46.1 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 11.2.3.

$$\frac{\text{hours of face-to-face teaching} \times \text{annual salary}}{\text{hours of Full Time Teacher's face-to-face teaching}}$$

- 46.2 For a Part-Time Teacher, the Employer will set out the duties and the number of hours required (including face-to-face teaching hours) to be undertaken.
- 46.3 The Employer will determine the hours of full-time face to face teaching. For the purposes of this formula only, the maximum is deemed to be 18 hours secondary and 23 hours primary.
- 46.4 A Part-Time Teacher is paid during school holidays on the same proportionate basis as the Teacher's annual salary is calculated.
- 46.5 A Teacher who is employed for part only of a school year will be paid a pro rata holiday entitlement calculated on the basis of one third of that Teacher's number of working weeks (excluding paid holiday periods and periods of unpaid leave) at the rate of pay applicable at the time of school holidays or at the time that employment is terminated.
- 46.6 Public holidays that occur during a period of leave for Teachers do not create an additional entitlement.

46.7 Resources and Professional Development

- 46.7.1 Part-Time Teachers who would be eligible for use of a College notebook computer and iPad if they were teaching full time are entitled to the use of a College notebook computer and iPad. There are professional learning obligations and other conditions attached to this entitlement.
- 46.7.2 It is desirable for a Part-Time Teacher to attend staff curriculum days at the start of Terms 1 and 3 and the end of Term 4 wherever possible. When these days fall on a Teacher's normal day off, the Teacher is entitled to apply for pro-rata payment for this time, using the "Application for Special Payment" form available on the College intranet.
- 46.7.3 In the event of a particular meeting, excursion or other occasion at which the Head of Campus or Business Manager deems attendance by a part time Teacher on a day off to be essential, the Head of Campus or Business Manager will discuss the circumstances and conditions with the Teacher prior to the event, with the aim of reaching a mutually satisfactory outcome.
- 46.7.4 Part-Time Teachers are entitled to professional learning during school hours, and/or funded by the College, in proportion with their time fraction. Where approved professional learning falls on a Teacher's normal day off, it is the Teacher's decision whether or not to attend and application for special payment is not applicable.

46.8 Duties and Attendance

- 46.8.1 A Part-Time Teacher will be required to undertake a proportionate number of other duties normally expected of Full-Time Teachers, such as yard duty supervision and involvement in co-curricular activities. Attendance, in proportion with the Teacher's time fraction, is required at all information evenings and parent-teacher interviews. Attendance at the annual Presentation Night is expected of all staff.

- 46.8.2 Attendance at scheduled meetings (College, Campus, School, Faculty etc.) which fall on a Part-Time Teacher's day off is not expected. However, the Teacher should tender an apology to the convenor prior to the meeting, and if minutes of the meeting are not immediately available, it is expected that the Teacher will endeavour to obtain information that has been missed by approaching the convenor at the earliest opportunity.
- 46.8.3 The College will attempt to accommodate the requests of a Part-Time Teacher with regard to days off. However, the education needs of students must take priority, and timetabling and other constraints may place limitations on the College's ability to meet these requests.

47. NOTICE OF TERMINATION

- 47.1 Subject to Clause 37, where the Employer wishes to terminate the employment of a Teacher the Employer will give the Teacher a full term's notice in writing or full payment in lieu.
- 47.2 Where the Employer wishes to terminate the employment of a Fixed Term Teacher who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher not less than 4 weeks' notice if the Teacher on parental leave gives notice to the Employer pursuant to Clause 22 that the Teacher being replaced wishes to return from parental leave. Where the Teacher on parental leave gives more than 4 weeks' notice, the Fixed Term Teacher will be entitled to that greater period of notice.
- 47.3 Payment in lieu is calculated based on the amount of salary and rates of pay in Schedule 1B and 1C (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 47.4 A Teacher must provide the employer with a minimum of a full terms' notice or such lesser period as may be mutually agreed.
- 47.5 Where a Teacher advises the Employer in writing prior to the notice period in Clause 47.4 that they have an intention to resign the Teacher may, at the discretion of the Employer, be entitled to a shorter notice period of 7 weeks wholly within a school term.
- 47.6 For the purpose of this clause a 'full term' means from a period from the first day of the term until the last day of the term for Teachers as set out in the school calendar.
- 47.7 The Employer does not need to provide the notice period set out in this clause where the Teacher is guilty of serious misconduct.

48. STAND DOWN

The Principal has the capacity to stand down a person who does not have requisite VIT Registration, without pay, until the registration is reinstated.

PART 4: CONDITIONS OF EMPLOYMENT FOR EDUCATION SUPPORT STAFF

49. CLASSIFICATIONS AND SALARIES

- Schedule **2A**: Sets out the salary scale for Education Support Staff.
- Schedules **2B** and **2C**: Set out the classification structure for Education Support Staff

50. RECLASSIFICATION

Where an Education Support Staff member disagrees with the level at which their position has been classified by the Employer, the following procedure will be followed:

- 50.1 The Employee will write to the Employer stating that they disagree with their classification level, advising the Employer which level they believe they should be classified at and giving reasons for this.
- 50.2 A meeting will be held within 14 days of the Employer receiving the Employee's letter to discuss the matter.
- 50.3 If the meeting fails to resolve the dispute, the Employer will write to the Employee within 14 days of the date of the meeting, either agreeing to reclassify the Employee or giving written reasons for their decision to continue to classify the Employee at the disputed level.
- 50.4 If the Employee remains dissatisfied with the outcome, the Employee is entitled to progress to clause 8.4 of the Dispute Resolution Procedure.
- 50.5 The Employee is entitled to seek the assistance of a representative for the purposes of this procedure.

51. HOURS OF WORK

- 51.1 The ordinary hours of work for a full-time Education Support Staff member will be 37.5 hours per week. A Part-Time Education Support Staff member is one whose ordinary hours of work are less than 37.5 hours per week, but who is not a casual employee.
- 51.2 The ordinary hours of work will be between 8.00 am and 6.00 pm from Monday to Friday, including during the hours of general operation of the school day, and where relevant, any staff or parent meetings adjacent to the school day that the Employee is required to attend.
- 51.3 Where there is a need for an Employee to work outside of these hours to fulfil the ordinary requirements of their position an arrangement will be made by agreement between the Employer and the Employee.
- 51.4 The Employer and an Education Support Staff member may agree at any time upon the arrangement for the Education Support Staff member's hours of work as follows:
 - (a) Daily starting and finishing times
 - (b) The time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work
 - (c) Attendance at meetings
- 51.5 An Employee will not be required to work more than five hours without an unpaid break for a meal, totally free from any duties, of not less than 30 minutes.
- 51.6 At a time suitable for 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.

- 51.7 The Employer may require a full-time or part-time Employee to work reasonable additional hours. Any time worked in excess of ordinary hours on Monday – Saturday, will be paid the rate of 150% of the ordinary hourly rate of pay for the first three hours and 200% of the ordinary hourly rate of pay thereafter. Any time worked in excess of ordinary hours on Sunday will be paid the rate of 200% of the ordinary hourly rate of pay. Any time worked in excess of ordinary hours on public holidays will be paid the rate of 250% of the ordinary hourly rate of pay. In computing overtime each day's work shall stand alone. The number of reasonable additional hours which an Employee may be required to work per week may only exceed three by mutual agreement.
- 51.8 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.
- 51.9 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.
- 51.10 Where an Employee and Employer have agreed to time off instead of overtime payment and such time has not been taken:
- (i) within four weeks of accrual; or
 - (ii) during the non-term weeks agreed in writing between the Employer and the Employee,
- the Employer must, if requested by the Employee, provide payment at the rate provided for overtime, for any overtime worked.
- 51.11 The requirement to work beyond ordinary hours shall be determined by the Principal or Business Manager.
- 51.12 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 the agreement.
- 51.13 Where the Employer requests an Education Support Staff member to work more than five hours in excess of the ordinary hours of work in any consecutive five day period, the Education Support Staff member may refuse to work all hours in excess of five hours.

52. ANNUAL LEAVE

An Annual Leave entitlement of 5 weeks, 6 weeks, 8 weeks, paid School Holidays or other entitlement will be determined by the Employer, according to the position occupied by the Education Support Staff member.

- 52.1 **Annual leave for Education Support Staff in receipt of 5, 6 or 8 weeks annual leave.**
- 52.1.1 An Education Support Staff member paid in accordance with Schedule 2A of this Agreement will, other than in circumstances prescribed in clause 49.1.3 be entitled to 5, 6 or 8 weeks Annual Leave exclusive of Public Holidays falling within such leave, and inclusive of College shut-down periods.
- 52.1.2 Annual leave will ordinarily be taken during school holidays other than with agreement of the Employer.
- 52.1.3 Where an Education Support Staff member takes leave without pay or unpaid carer's leave in excess of ten working days in any school year, the Education Support Staff member's entitlement to annual leave will be calculated on the basis of one twelfth of that Employee's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave).

- 52.1.4 Where an Education Support Staff member's entitlement to paid annual leave has been reduced pursuant to clause 52.1.3 the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the Agreement.
- 52.1.5 An Education Support Staff member who is employed for only part of a school year will be paid a pro-rata holiday entitlement calculated on the basis of one twelfth of that Education Support Staff member's number of working weeks (excluding paid holiday periods) at the rate applicable at the time leave is taken or employment is terminated.
- 52.1.6 Where an Education Support Staff member is employed with an entitlement to 5, 6 or 8 weeks annual leave, leave must ordinarily be taken within 12 months of its accrual; otherwise the Employer may consult with the Employee about taking such accrued leave at a mutually agreeable time. Requests for annual leave to be carried over beyond this period may be approved at the discretion of the Principal.

52.2 Annual leave for Education Support Staff in receipt of paid school holidays

- 52.2.1 An Education Support Staff Member paid in accordance with Schedule 2A of this Agreement will other than in circumstances prescribed in clause 52.2.2 be entitled to School Holidays without deduction of pay. School Holidays are defined at clause 7.
- 52.2.2 Where an Education Support Staff member takes leave without pay or unpaid carer's leave in excess of ten working days in any School Year, the Education Support Staff member's entitlement to School Holidays will, at the discretion of the Principal, be calculated on the basis of one third of that Education Support Staff member's number of working weeks (excluding paid holiday periods already, received, periods of leave without pay and unpaid carer's leave).
- 52.2.3 Where an Education Support Staff Member's entitlement to paid annual leave has been reduced pursuant to clause 52.2.2, the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the Agreement.
- 52.2.4 An Education Support Staff Member who is employed for part only of a school year will be paid a pro-rata holiday entitlement calculated on the basis of one third of that Education Support Staff member's number of working weeks (excluding paid holiday periods) at the rate of pay applicable at the time leave is taken or employment is terminated.
- 52.2.5 Public holidays that occur during a period of School Holidays for Employees do not create an additional entitlement.

53. NOTICE OF TERMINATION

- 53.1 Where the Employer wishes to terminate the employment of an Education Support Staff member, 4 weeks notice in writing, or full payment in lieu, will be provided to the Education Support Staff member. Where an Education Support Staff member is entitled to School Holidays, notice is to be given wholly within the one school term.
- 53.2 In addition to the period of notice specified above, an Education Support Staff member over 45 years of age at the time of being given notice with not less than 2 years of continuous service will be entitled to an additional week's notice.

- 53.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2A that an Education Support Staff member would have received by working during the notice period in the Education Support Staff member's employment had not been terminated.
- 53.4 An Education Support Staff member must provide the Employer with a minimum of 4 weeks notice in writing. Where an Education Support Staff Member is entitled to School Holidays, notice is to be given wholly within the one school term.
- 53.5 The notice period in clauses 53.1 and 53.2 does not apply where the Education Support Staff member is guilty of serious misconduct.

54. PART-TIME EDUCATION SUPPORT STAFF

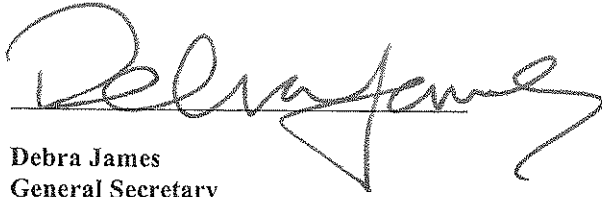
- 54.1 A Part-Time Education Support Staff member's time fraction will be calculated as follows:

$$\frac{\text{Number of hours worked per week}}{37.5}$$

- 54.2 Part-time Education Support Staff members have pro-rata entitlement to annual and personal leave.
- 54.3 In the event of a particular meeting, excursion or other occasion at which the Employer deems attendance by a Part-Time Education Support Staff Member on a day off to be essential, the Employer will discuss the circumstances and the conditions with the Part-Time Education Support Staff Member prior to the event, with the aim of reaching a mutually satisfactory outcome.
- 54.4 Part-Time Education Support Staff Members are entitled to professional learning during school hours, and/or funded by the College, in proportion with their time fraction. Where approved professional learning falls on a Part-Time Education Support Staff Member's day off, it is the Part-Time Education Support Staff Member's decision whether or not to attend and application for special payment is not applicable.

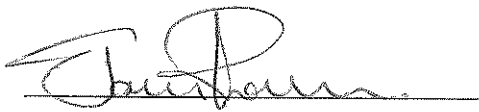
EXECUTED as an Agreement this 16th day of November 2015

Signed for and on behalf of the Employees:

A handwritten signature in black ink, appearing to read 'Debra James', written over a horizontal line.

Debra James
General Secretary
IEU Vic/Tas

Signed for and on behalf of the Employer:

A handwritten signature in black ink, appearing to read 'James Laussen', written over a horizontal line.

James Laussen
Principal
Overnewton Anglican Community College

SCHEDULE 1A: CLASSIFICATION STRUCTURE (TEACHERS)

1 A.1 Teachers with full and provisional registration

- 1A.1.1 A Teacher holding full or provisional registration who has a four year approved training course beyond secondary school, including Teacher training, will commence at level 1 and progress to level 11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.
- 1A.1.2 A Teacher holding full or provisional registration who has a three year approved training course beyond secondary school, including Teacher training, will commence at level 1 and progress to level 11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.
- 1A.1.3 A Teacher employed for 40% or less of a full teaching load will be required to complete 24 months service before progressing to the next level.

1A.2 Permission to Teach Teachers

- 1A.2.1 A Permission to Teach Teacher will be paid not less than level 1.
- 1A.2.2 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.

1A.3 Acquisition of Additional Qualifications

- 1A.3.1 Subject to Clause 1A.1, a three or four-year Trained teacher who acquires additional qualifications relevant to education equivalent to Master's Degree level is entitled to be credited with an additional year of experience, for Teachers up to Level 8 of the teacher classification scale.
- 1A.3.2 A Teacher is required to notify the Employer in writing of the acquisition of the Qualification. The written notice must be accompanied by satisfactory evidence of acquisition, which, ordinarily, will include a certified copy of the award and transcript results.
- 1A.3.3 The advancement will take effect:
- (a) from the commencement of the next School Year where the Teacher gains the qualification at the end of the tertiary year, or
 - (b) immediately from the notification of attainment, with the Teacher's original anniversary date retained, where the Teacher gains the qualification during the year.
- 1A.3.4 Notwithstanding anything to the contrary, entitlement derived from the acquisition of the additional qualifications will not pre-date the written notification and will not apply to qualifications acquired prior to this Agreement coming into effect.

SCHEDULE 1B: SALARIES (TEACHERS)

The annual salary for a Full-Time Teacher will be not less than that prescribed by the following table.

1B.1 2016 SALARY SCALES

Teachers' Salary Scale from first full pay period in February 2016	
Level	\$
1	66,175
2	68,574
3	71,055
4	73,630
5	76,306
6	79,077
7	81,943
8	84,921
9	88,014
10	91,215
11	98,568

1B.2 Weekly Salary

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

1B.3 Annual Leave Loading

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

1B.4 Casual Rate of Pay

The rate of pay for a Casual Teacher will not be less than:

CRT rates from first full pay period in February 2016	
	\$
Full day	305
Half day	153

1B.5 Teacher salaries will not fall behind the Victorian government school rate for equivalent classifications over the life of this agreement.

1B.6 Remuneration Review

1B.6.1 The minimum hourly rates set out in the tables in clauses 1B.1 and 1B.4 will be reviewed annually by the Employer

1B.6.2 Salaries for all Employees covered by the Agreement will be increased by 2.5% from the first pay period on or after 1 February 2016. This Agreement does not include any salary increase for 2017 and beyond. The College however is committed to ensuring that salaries paid to Teachers will be competitive with other schools and maintain a premium on applicable salaries in the State and Catholic sectors, taking into consideration the College's financial position.

- 1B.6.3 To this end, by the conclusion of Term 3 in 2016, 2017 and 2018, the College Principal will negotiate the final applicable salaries for 2017, 2018 and 2019 with the bargaining representatives who developed the Enterprise agreement (or their replacements).
- 1B.6.4 If the Principal and bargaining representatives are unable to reach agreement with respect to the final applicable salaries for 2017, 2018 and 2019, the dispute resolution procedure set out in clause 8 of the Agreement will apply.
- 1B.6.5 For the avoidance of doubt, the final applicable salaries for 2017, 2018 and 2019 will not be less than the salaries for 2016.

SCHEDULE 1C: POSITIONS OF RESPONSIBILITY STRUCTURE(TEACHERS)

1C.1 Eligibility

- 1C.1.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care, Education leadership and/or other duties additional to those usually required of Teachers by the Employer.
- 1C.1.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.
- 1C.1.3 The Principal determines who is eligible for the rate of pay.

1C.2 Notification

- 1C.2.1 The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid.
- 1C.2.2 The Principal will advise the Teacher of the level to which the position equates in accordance with 1C.3.

1C.3 Structure of responsibility rates of pay

- 1C.3.1 The level of additional responsibility can be categorised as either administrative, pastoral care or Education leadership, or a combination of these.
- 1C.3.2 The assignment of a position to a particular level of responsibility will reflect the graduation of responsibilities exercised in the College, whether administrative, pastoral care or Education leadership. Level 4 is the most significant level of responsibility.
- 1C.3.3 Positions of Responsibility Annual Allowance scale

Positions of Responsibility allowances from first full pay period in February 2016	
Level	\$
Level 1	1,476
Level 2	3,689
Level 3	6,150
Level 4	9,224

- 1C.3.4 Monetary allowances paid for positions of responsibility levels will change at the same time and by the same percentage as general salary changes.
- 1C.3.4 Monetary allowances paid for positions of responsibility levels in 2017, 2018 and 2019 will be subject to clause 1B.6

SCHEDULE 2A: SALARIES EDUCATION SUPPORT STAFF

2A.1 Annual Salary

2A.1.1 A Full time Education Support Staff member will be paid not less than the relevant salary specified for the Education Support Staff member's classification and experience level.

2A.2 Weekly Salary

The weekly salary is calculated by dividing the annual salary by 52.18

2A.3 Part Time Salary

A Part Time Education Support Staff member will be paid pro rata of the salary that the Education Support Staff member would be entitled to receive if employed as a Full Time Education Support Staff member. The pro rata weekly salary is calculated using the following formula:

$$\frac{\text{Total hours employed per week}}{37.5} \times \text{appropriate full-time weekly salary}$$

2A.4 Incremental advancement

2A.4.1 Advancement to the next increment within the appropriate Grade will take place in the first pay period after 1 February or, in the case of non-continuous service, after the completion of the equivalent of a School Year.

2A.4.2 Service for the purposes of this clause will include all service in any other school at the grade to which the Education Support Staff member is appointed.

2A.5 Casual Rate of Pay

2A.5.1 A Casual Education Support Staff member will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 2B for 1st year of adult experience for the appropriate grade}}{37.5} \times 1.25$$

2A.5.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave), paid compassionate leave or parental leave.

2A.5.3 SALARIES (EDUCATION SUPPORT STAFF)

Upon appointment to the College, a person employed to undertake an Education Support role is allocated to a Level based on the Classification Grade for the position to which they are appointed. Schedule 2C contains detailed information about Classifications.

Incremental progression within a Level will occur on an annual basis from the commencement of employment. Movement between Levels will not ordinarily occur without a change in the level of responsibility or duties associated with the employee's position.

2A.5.4 Education Support Staff salary scales for 2017, 2018 and 2019 will be subject to clause 1B.6

Education Support Staff salary scale from first full pay period in February, 2016				
Level	5 weeks annual leave	6 weeks annual leave	8 weeks annual leave	School holidays
	\$	\$	\$	\$
1.1	46,908	45,910	44,145	40,614
1.2	48,553	47,520	45,692	42,036
1.3	50,197	49,129	47,240	43,461
1.4	51,843	50,740	48,788	44,885
2.1	51,843	50,740	48,788	44,885
2.2	53,487	52,349	50,337	46,308
2.3	55,255	54,079	51,998	47,839
2.4	57,020	55,807	53,661	49,368
3.1	57,020	55,807	53,661	49,368
3.2	58,848	57,596	55,381	50,950
3.3	60,797	59,503	57,216	52,638
3.4	62,748	61,413	59,050	54,325
4.1	62,748	61,413	59,050	54,325
4.2	64,817	63,438	60,999	56,119
4.3	66,890	65,467	62,947	57,913
4.4	69,203	67,731	65,126	59,917
5.1	69,203	67,731	65,126	59,917
5.2	71,396	69,877	67,191	61,817
5.3	73,713	72,145	69,369	63,820
5.4	76,149	74,529	71,662	65,930
6.1	76,149	74,529	71,662	65,930
6.2	78,586	76,917	73,956	68,038
6.3	81,023	79,299	76,249	70,149
6.4	83,826	82,042	78,885	72,574
7 (minimum)	83,826	82,042	78,885	72,574
8 (minimum)	92,110	90,150	86,683	79,748

SCHEDULE 2B: OVERVIEW OF CLASSIFICATION STRUCTURE EDUCATION SUPPORT STAFF

(based on Educational Services (Schools) General Staff Award 2010)

	Classification level							
	1	2	3	4	5	6	7	8
Classroom Support Services	Grade 1	Grade 2	Grade 3					
Childcare Services	Grade 1	Grade 2	Grade 3	Grade 3A	Grade 4	Grade 5	Grade 6	Grade 6
School Administration Services	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8
School Operational Services	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6		
Curriculum/Resources Services		Grade 1	Grade 2	Grade 3	Grade 4			
Wellbeing Services		Grade 1		Grade 2		Grade 3	Grade 4	Grade 5
Instructional Services					Grade 1	Grade 2	Grade 3	
Nursing Services						Grade 1	Grade 2	Grade 3

SCHEDULE 2C: DETAILS OF CLASSIFICATION STRUCTURE EDUCATION SUPPORT STAFF

(from Educational Services (Schools) General Staff Award 2010)

2C.1 Definitions

2C.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.

2C.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 Education 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 Education 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 degree, 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.

2C.1.3 Definition 3: Classification dimensions

- (a) **Competency**
The skill, complexity and responsibility of tasks typically required at each classification level.
- (b) **Judgment, independence 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.

2C.2 Classifications

2C.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.

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.

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.

Level of supervision

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

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.

Typical activities

(i) Classroom support services 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: teacher aide/assistant, integration aide/assistant

(ii) 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: childcare assistant, outside school hours 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

(iv) School operational services grade 1

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the employee's work
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area

Occupational equivalent: cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

2C.2.2 Level 2

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

Competency

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

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.

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.

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.

Typical activities

- (i) **Classroom support services grade 2**
 - Providing assistance with the Education program where limited discretion and judgment and/or specific skills are involved

Occupational equivalent: teacher aide/assistant, 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 & 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 ready 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) 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: childcare assistant

(iv) Wellbeing services grade 1

- Providing first aid services, as the designated first aid officer in the school

Occupational equivalent: first aid officer

(v) 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

(vi) School operational services grade 2

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Undertaking general gardening tasks including the preparation and planting procedures
- Laundry duties requiring the application of limited discretion

- Operating, maintaining and adjusting turf machinery under general supervision
 - Applying fertilizers, fungicides, herbicides and insecticides under general supervision
 - Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
 - Driving a bus with a carrying capacity of 25 or more passengers
- Occupational equivalent:* non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

2C.2.3 Level 3

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

Competency

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is 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.

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.

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.

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:

- completion of a trades certificate or Certificate III;
- completion of Year 12 or a Certificate II, with relevant work experience; or
- 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.

Typical activities

(i) Classroom support services 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

(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 kits, 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: library technician, laboratory technician, technology centre technician

(iii) 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: childcare 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)

(v) School operational services grade 3

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating the school canteen, uniform shop or book shop, including supervision of employees and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of school property

Occupational equivalent: tradesperson, retail function co-ordinator, security officer, caretaker

2C.2.4 Level 4

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

Competency

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

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.

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.

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.

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) 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

(iii) Wellbeing services grade 2

- Providing support and guidance to students
- Providing welfare services to students

Occupational equivalent: youth welfare officer

(iv) 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

(v) School operational services grade 4

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques

Occupational equivalent: advanced tradesperson, head grounds person (medium or large school)

(vi) Instructional services grade 1

- Instructing individual students as part of an extra-curricula instrumental music program
- Providing assistance in the training and coaching of individuals and teams in various sporting disciplines

Occupational equivalent: instrumental music tutor, sports coach

2C.2.5 Level 5

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

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.

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.

Level of supervision

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

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 a 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 a 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.

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) 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

(iv) School operational services grade 5

- Managing a range of functions

Occupational equivalent: assistant property manager (large school), property manager (medium school)

(v) **Instructional services grade 2**

- Preparing instrumental music students for external examination in their discipline as part of an extra-curricula program
- Coaching and trains sporting teams for external competition

Occupational equivalent: music tutor, sports coach, trainer

2C.2.6 Level 6

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

Competency

- 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.
- 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.
- Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- 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.
- 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.

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.

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.

Training level or qualifications

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

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

Typical activities

(i) **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 licensing 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) Wellbeing services grade 3 (Level 6)

- Performing guidance and counselling, within defined accountabilities
- Performing relevant duties pertaining to school counsellor position description
- Providing specialist health services and/or therapy services to students

Occupational equivalent: school counsellor, psychologist, speech therapist, occupational therapist

(iii) Nursing services grade 1

- Providing primary nursing care with its associated administrative responsibilities

Occupational equivalent: school nurse

(iv) 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

(v) School operational services grade 6

- Managing a range of functions

Occupational equivalent: property manager

(vi) Instructional services grade 3

- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these
- Supervising other coaching staff and managing sporting facilities

Occupational equivalent: choir master, conductor, head coach

2C.2.7 Level 7

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

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.

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.

Level of supervision

Broad direction. May manage other employees including general employees.

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.

Typical activities

(i) 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) Wellbeing services grade 4 (Level 7)

- Performing guidance and counselling, within defined accountabilities
- Performing relevant duties pertaining to school counsellor position description
- Providing specialist health services and/or therapy services to students

Occupational equivalent: school counsellor (minimum 4 years relevant experience), senior therapist

(iii) Nursing services grade 2

- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties

Occupational equivalent: school nurse

(iv) 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)

2C.2.8 Level 8

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

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.

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.

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.

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 an equivalent combination of relevant experience and/or education/training.

Typical activities

(i) 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) Wellbeing services grade 5 (Level 8)

- Performing guidance and counselling, within defined accountabilities
- Performing relevant duties pertaining to school counsellor position description
- Providing specialist health services and/or therapy services to students

Occupational equivalent: school counsellor (experienced), senior therapist

(iii) Nursing services grade 3

Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other employees of the school's health service

Occupational equivalent: nurse in charge

(iv) 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 or assistant 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