



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Presbyterian Ladies' College T/A Presbyterian Ladies' College
(AG2022/5210)

PRESBYTERIAN LADIES' COLLEGE GENERAL STAFF AGREEMENT 2022 - 2024

Educational services

COMMISSIONER YILMAZ

MELBOURNE, 10 JANUARY 2023

Application for approval of the Presbyterian Ladies' College General Staff Agreement 2022 – 2024

[1] An application has been made for approval of an enterprise agreement known as the *Presbyterian Ladies' College General Staff Agreement 2022 – 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Presbyterian Ladies' College T/A Presbyterian Ladies' College. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] I observe that clause 21.2(b) of the Agreement are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 7.1 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

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

[5] The Agreement is approved and in accordance with s.54, will operate from 17 January 2023. The nominal expiry date of the Agreement is 10 January 2026.



COMMISSIONER

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Presbyterian Ladies' College General Staff Agreement 2022 – 2024

Table of Contents

Part 1— Application and Operation	3
1. Title	3
2. Commencement and period of operation	3
3. Definitions and interpretation	3
4. Coverage	5
5. Relationship to Awards	6
6. No extra claims	6
7. The National Employment Standards	6
8. Agreement flexibility	6
Part 2— Consultation and Dispute Resolution	7
9. Consultation	7
10. Dispute resolution	9
11. General Staff consultative committee	11
Part 3— Types of Employment and Related Matters	12
12. Types of employment	12
13. Minimum employment period	15
14. Ordinary hours of work	15
15. Breaks	17
16. Rostered days off	17
17. Shiftwork	19
18. Penalty rates	20
19. Overtime	21
20. Performance and conduct management	22
21. Termination of employment	23
22. Redundancy	24
Part 4— Leave and Holidays	26
23. Annual leave	26
24. Personal/carer's leave	28
25. Compassionate leave	30

26. Family and Domestic Violence Leave	30
27. Community service leave	32
28. Public holidays	32
29. Long service leave	33
30. Parental leave	34
31. Paid parental leave	35
32. Leave without pay	37
33. Leave without pay during non-term weeks	37
34. Infectious diseases leave	38
35. Examination leave and study assistance	38
36. Qualification conferral leave	38
37. Union training	38
Part 5— Salaries and Related Matters	39
38. Salaries	39
39. Classifications	39
40. Allowances	39
41. Remuneration packaging	40
42. Payment of wages	40
43. Superannuation	40
44. Annualised salaries	41
45. Accident pay	42
46. Breakage and loss	42
47. Request for flexible working arrangements	42
48. Professional development	44
Schedule A – General Staff Classifications	45
Schedule B – General Staff Indicative Duties	60
Schedule C – General Staff Salaries	88
Schedule D – Conditions and Salaries for School Officers	92
Schedule E – Conditions and Salaries for Boarding Services Employees	94
Schedule F – Music Tutoring Employees	97
Schedule G – General Staff Allowances	100
Schedule H – Long Service Leave	103
Schedule I - Early Learning Centre Co-Educators	106

Part 1— Application and Operation

1. Title

This Agreement is to be known as the Presbyterian Ladies' College General Staff Agreement 2022 – 2024 (the Agreement) and is a Single Enterprise Agreement made pursuant to s.172 (2) of the Fair Work Act 2009 (Cth) (Act).

2. Commencement and period of operation

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

3. Definitions and interpretation

Act	means Fair Work Act 2009 (Cth) or its successor
Award	means the Educational Services (Schools) General Staff Award 2010 or its successor
Casual Employee	means an employee engaged and paid as such.
College	means the Presbyterian Ladies' College ABN 16 005 650 386
Employee	means a person employed as a General Staff Member and covered by this Agreement
Employer	means the Presbyterian Ladies' College ABN 16 005 650 386
FWC	means the Fair Work Commission or its successor

General Staff	<p>means an Employee of the College providing principal duties in the following areas:</p> <ul style="list-style-type: none"> ● Administration Services (supporting the functional areas of curriculum and business operations, including but not limited to clerical, administration, finance, development, archives, heritage centre, admissions, information technology, human resources and policy,risk and compliance) ● Boarding Services (supporting the operation of the boarding house in relation to the supervision of students) ● Early Learning Services (working with children in the early learning centre (including child care) for pre-primary aged children) ● Education Services (supporting teachers and individual students or groups of students in a primary or secondary classroom; supporting the operation of curriculum–related services (library, laboratory, audio-visual, aquatic centre) ● Facilities Services (supporting other services of the College, including grounds, maintenance, caretaking, retailing (uniform shop), printing, bus driving, catering) ● Music Tutoring Services (supporting the College’s music program by conducting music groups, ensembles and choirs, and providing instruction to students learning musical instruments) ● Nursing Services (a registered nurse and employed as such) ● School Officers – Administration Services Employees engaged under the Presbyterian Ladies College (School Officers) Employee Collective Agreement 2006
Immediate family	<p>means</p> <ul style="list-style-type: none"> ● a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or

	<ul style="list-style-type: none"> • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee, <p>where:</p> <ul style="list-style-type: none"> • a de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes) • a child means an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee's spouse or de facto partner
LSL Act	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009 (Cth)</i> or its successor
Non-term week	means weeks in the School year other than term weeks
Ongoing Employee	means a part-time or full-time Employee who is not employed as a casual Employee or a fixed term Employee
Principal	means the Principal of Presbyterian Ladies' College or their nominee
Registered Medical Practitioner	means a person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia
School year	means the period of 12 months commencing from the day the Employees are required to attend the College for the new educational year or the calendar year, as determined by the College, and includes term weeks and non-term weeks

Term weeks	means the weeks in the School year that students are required to attend the College and designated student-free days (staff days) as set out in the College calendar and published annually
WIRC Act	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)</i> or its successor

4. Coverage

4.1 This Agreement covers:

- (a) the Employer;
- (b) the Employees employed as General Staff Employees, as defined in accordance with cl.3 – Definitions.

4.2 This Agreement does not cover:

- (a) a Principal;
- (b) a Deputy Principal by whatever name called;
- (c) a Bursar or Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer;
- (d) casual instrumental music tutors;
- (e) sports coaches;
- (f) trainees;
- (g) apprentices; and
- (h) any Employee who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the Fair Work Regulations 2009 (Cth) from time to time.

5. Relationship to Awards

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

6. No extra claims

The Employer and Employees agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in full and final settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made during the currency of this Agreement.

7. The National Employment Standards

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

8. Agreement flexibility

- 8.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility Arrangement to vary the effect of terms of the Agreement if:
- (a) the Arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed; and
 - (ii) allowances; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in cl.8.1(a);
 - (c) the arrangement is genuinely agreed to by the Employer and Employee. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the Employer.
- 8.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under s.172 of the Act; and
 - (b) are not unlawful terms under s.194 of the Act; and
 - (c) result in the Employee being better off overall at the time the agreement is made than the Employee would be if no arrangement was made.
- 8.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 8.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing — at any time.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause are not met, then the agreement may be terminated by either the Employee or the Employer, giving written notice of not more than 28 days (see s.145 of the Fair Work Act 2009 (Cth)).

- 8.6 If the Employer and the Employee meet to discuss an individual flexibility arrangement, the Employee may be accompanied by a representative of the Employee's choice.

Part 2— Consultation and Dispute Resolution

9. Consultation

9.1 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.

In this clause: relevant Employees means the Employees who may be affected by a change referred to in cl.9.1(a) or 9.1(b).

Consultation regarding major workplace change

9.1 For a major change referred to in cl.9.1(a):

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

9.2 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

9.3 If:

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

the Employer must recognise the representative.

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

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (iv) the effect the change is likely to have on the Employees; and
 - (v) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

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

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

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

9.7 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 cl.9.2(a) and cl.9.3 and 9.5 are taken not to apply.

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

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

Consultation about changes to regular roster or hours of work

9.9 For a change referred to in cl.9.1(b):

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

9.10 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

9.11 If:

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

the Employer must recognise the representative.

9.12 The Employer must:

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

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

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

9.15 For the purposes of cl.9.11 to cl.9.15, the Employer's educational timetable in respect of academic classes and student activities, which:

- (a) may operate on a term, semester, or a School year basis, and
 - (b) ordinarily changes between one period of operation and the next, and
 - (c) may change during the period of operation,
- is not a regular roster.

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

- (a) to the number of ordinary hours of work of 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,
- then cl.9.11 to cl.9.15 will apply.

10. Dispute resolution

10.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

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

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

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

10.5 The FWC may deal with the dispute in two stages:

- (a) the FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

10.6 In limiting the operation of cl.10.5, if the dispute is about any matter not relating to the NES, both parties will need to consent prior to arbitration. Provided the steps in cl.10.3 and 10.5(a) have been applied, neither party will unreasonably withhold consent.

10.7 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) the Occupational Health and Safety Act 2004 (Vic) would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

10.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause, save for any appeal rights.

11. General Staff consultative committee

11.1 It is acknowledged that the overall purpose of consultation is to provide an environment for communication about matters that affect Employees and in doing so, establish a consultative mechanism to support communication.

11.2 Definition of consultation

- (a) For the purpose of consultation under this clause, the following definition is adopted:
- (b) "Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons with a bona fide opportunity to influence the decision maker...Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision-making process to be informed, particularly as it may affect the employment prospects of individuals" (Smith, C. in CPSU, the Community and Public Sector Union v Vodafone Network Pty Ltd (Print PR911257), paragraph 25)

11.3 A General Staff Consultative Committee (GSC Committee) shall be established, comprising the Principal or the Principal's nominee, the Director of People & Culture or the Director of People & Culture's nominee, and up to four General Staff Employee representatives elected by the General Staff Employees employed pursuant to this Agreement.

11.4 The GSC Committee may make recommendations to the Principal in respect of the matters of relevance to General Staff Employees.

11.5 The GSC Committee acknowledges that the final decision making remains the prerogative of the Board, as exercised through the Principal of the College.

11.6 The appointed and elected members of the GSC Committee shall establish in writing the

- (a) role and functions of the GSC Committee;
- (b) the processes associated with calling a meeting, which may be at the request of the Principal or not less than two elected members of the GSC Committee;
- (c) the number of meetings to be scheduled during a school year, but at most two meetings per term, unless the majority of members agree to additional meetings, if required;
- (d) administrative processes such as the development of agendas, notice of meetings, timing of meetings, preparation and circulation of meeting notes, confidentiality requirements, etc.,
- (e) mechanisms for feedback to other Employees.

Part 3— Types of Employment and Related Matters

12. Types of employment

12.1 Employees will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or

(c) casual employment.

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

12.3 Full-time employment

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 14 – Ordinary hours of work, except that a full-time Employee engaged as a School Officer prior to the date of commencement of this Agreement in accordance with Schedule D – Conditions and Salaries for School Officers is engaged to work 35 hours per week or an average of 35 hours per week.

12.4 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full School Year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the Employee will work, the number of weeks of the School year the Employee will work and starting and finishing times each day.
- (e) The terms of the agreement in cl.12.4(d) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

12.5 Casual employment

- (a) A casual Employee is an Employee engaged as such.
- (b) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.
- (c) A casual Employee will be engaged and paid for a minimum of two hours for each engagement. Except that an Employee working as a crossing supervisor or a preschool/childcare services employee working in an out of school hours care program may satisfy the two hour minimum by working one hour before school and one hour after school on the same day.
- (d) A casual Employee is not entitled to any of the following benefits under this Agreement:
 - (i) notice of termination of employment;
 - (ii) redundancy;
 - (iii) remuneration packaging;
 - (iv) annual leave;
 - (v) annual leave loading;

- (vi) public holidays (but is entitled to penalty loading for work performed on a public holiday);
- (vii) paid personal leave;
- (viii) paid compassionate leave;
- (ix) paid parental leave;
- (x) accident pay; or
- (xi) pandemic leave.

12.6 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award –that is, the casual employee is not truly a regular casual employee as defined in paragraph 12.6(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required

to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 10.1. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert –that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 12.4(d).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 15 February 2019, an employer must provide such employees with a copy of the provisions of this subclause by 15 May 2019.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

13. Minimum employment period

- 13.1** An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period, as defined by the Act.
- 13.2** If the Employer is to terminate the employment of an Employee during the minimum employment period, then the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time.
- 13.3** If the Employer is to terminate the employment of an Employee within the minimum employment period, then the Employee is entitled to two weeks' notice or payment in lieu of notice.
- 13.4** If the Employee is to resign within the minimum employment period, then the Employee is required to give the same notice required of the Employer in cl.13.3 above.

14. Ordinary hours of work

- 14.1** The ordinary hours of work for an Employee who is not employed under a leave without pay arrangement pursuant to cl.32 - Leave without pay during non-term weeks may be averaged over a period of four weeks, except that averaging may be over a School Year for a Boarding Services Employee, an Educational Services Employee employed in the position of an AV Technician or a Facilities Services Employee employed in the position of a Caretaker or by agreement with an Employee.
- 14.2** The ordinary hours of work, which are 38 per week for a full-time Employee, may be worked on 10 days out of every 14 day cycle and may be worked as follows:
- (a) On any day from Monday to Friday between 7.30 am and 6.00 pm for Administration Services Employees (except Employees engaged as School Officers prior to the commencement of this Agreement in accordance with Schedule C – Conditions and Salaries for School Officers);
 - (b) On any day from Monday to Friday between 7.30 am and 6.30 pm for Education Services Employees;
 - (c) On any day from Monday to Friday between 7.00 am and 7.00 pm for Early Learning Services Employees;
 - (d) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 7.00 am and 1.00 pm for Facilities Services Employees, except that, in Summer, the hours worked by Facilities Services Employees (engaged in the provision of grounds services) are between 5.30 am and 5.30 pm on Monday to Friday and 6.30 am and 12.30 pm on Saturday;
 - (e) On any day from Monday to Saturday between 7.30 am and 7.30 pm for Music Tutoring Employees;
 - (f) On any day from Monday to Friday between 6.30 am and 6.30 pm for Nursing Services Employees; and
 - (g) On any day from Monday to Sunday between 6.30 am and 6.30 pm for Boarding Services Employees.

- 14.3** Where there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.
- 14.4** A Boarding Services Employee's and an Education Services Employee's (AV Technician) hours of work may be averaged over a period of up to 12 months. Where a Boarding Services Employee's and an Education Services Employee's (AV Technician) hours of work are averaged over a period of 12 months, the Employee will be paid the applicable annual rate in Schedule C – General Staff Salaries or Schedule E.12 for all weeks of the year, excluding periods of unpaid leave provided for in this Agreement or the NES, and clauses 33—Leave without pay during non-term weeks, 16—Rostered days off, 17—Shiftwork, 18—Penalty rates and 19—Overtime will not apply.
- 14.5** The Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause on days where the part-time Employee is contracted to work or by agreement with the Employee.
- (a) Where the part-time Employee's hours are averaged:
- (i) the part-time Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in cl.14.2, do not result in the Employee working more than eight hours on that day, and do not result in the part-time Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (ii) in all other cases the part-time Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (b) Where the part-time Employee's hours are not averaged:
- (i) the part-time Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in cl.14.2 and do not result in the Employee working more than eight hours on that day; and
 - (ii) in all other cases the part-time Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Where additional hours are worked on a day the part-time Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (d) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

14.6 Breaks between periods of duty

- (a) With the exception of the arrangements in cl.14.6(c), an Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) With the exception of the arrangements in cl.14.6(c), where the Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a

10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.

- (c) The exception to cl.14.6(a) and 14.6(b) is that a Boarding Services Employee may agree to a minimum break of 8 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (d) The entitlements in cl.14.6(a) and 14.6(b) and, where applicable, cl.14.6(c) do not apply to:
 - (i) a Boarding Services Employee, where the periods of duty are concurrent with a sleepover (i.e., the period of duty commences on one day and is completed the following morning, with a sleepover occurring in between);
 - (ii) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
 - (iii) an Employee who is attending a school camp or excursion; or
 - (iv) an Employee working a broken shift.

15. Breaks

15.1 Meal break

- (a) An Employee who is employed to work five or more hours on a day is entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes, as determined by the Employer after consultation with the employee. The unpaid meal break commences no later than five hours after commencing work on that day.
- (b) An exception to cl.15.1(a) is that where a Boarding Services Employee is required to supervise students during the evening meal in the boarding house, the Boarding Services Employee is entitled to take a meal with the students, which will be regarded as a paid 30-minute meal break.

15.2 Rest break

- (a) At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10-minute rest breaks.
- (b) Instead of cl. 15.2(a), an Employee employed as an Education Services Employee, who is entitled to two rest breaks on a day of work, is entitled to one rest break of 20 minutes, which will be counted as time worked.

16. Rostered days off

16.1 Application

- (a) This clause only applies to Ongoing Employees who are full-time with five (5) weeks annual leave.
- (b) The Employer and Employee in the category of Administrative Services and classified at Level 5 or below may agree that the ordinary hours of work provided by cl.14-Ordinary hours of work will be worked over 19 days in each four-week period, in which case the provisions in cl.16 16.2(a) will apply.
- (c) An Employee classified at Level 5 or below who is:
 - (i) categorised as a Facilities Services Employee who is employed in the categories of grounds, maintenance and caretaking functions only; or
 - (ii) categorised as an Early Learning Services Employee,is entitled to work the ordinary hours of work provided by cl.14-Ordinary hours of work over 19 days in each four-week period, in which case the provisions in cl. 16 16.2(a) will apply.
- (d) An Employee employed since 8 May 2019 employed at Level 6 and above as a Facilities Services Employee, who is employed in the categories of grounds, maintenance and caretaking functions only, or as an Early Learning Services Employee, may apply to the Employer for RDOs.
- (e) At the time of commencement of this Agreement, where an Ongoing, full-time Facilities Services Employee, who is employed in the categories of grounds, maintenance and caretaking functions only, or an Ongoing, full-time Early Learning Services Employee, has agreed with the Employer to vary their ordinary hours of work such that they have a rostered days off arrangement, the arrangement is preserved for full-time employment, unless the Employer and Employee agree to discontinue the arrangement.

16.2 Arrangement

- (a) The Employee will work 152 hours over 19 days in each four week period with one rostered day off (RDO) on full pay in each such period.
- (b) An Employee will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take RDOs.
- (c) For the purpose of accruing an entitlement under cl.16.1(a), each day of the following forms of paid leave taken by an Employee during any cycle of four weeks will be regarded as a day worked:
 - (i) personal/carer's leave;
 - (ii) annual leave; and
 - (iii) compassionate leave.
- (d) Where an Employee takes a day for one of the following reasons during any cycle of four weeks, the day will not be regarded as a day worked for the purpose of accruing an entitlement under cl.16.2(a):
 - (i) long service leave;
 - (ii) public holiday;
 - (iii) community service leave;

- (iv) parental leave (paid or unpaid);
 - (v) leave without pay;
 - (vi) workers' compensation, including where the Employee is in receipt of accident pay; and
 - (vii) stand-down (paid or unpaid).
- (e) RDOs will not be regarded as part of the Employee's annual leave for any purpose.
 - (f) An Employee will not be entitled to earn more than 12 RDOs in any 12 months of consecutive employment.
 - (g) An Employee who is scheduled to take an RDO before having worked a complete four-week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with cl.16.2(a).
 - (h) An Employee whose employment is terminated in the course of a four-week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with cl.16.2(a).
 - (i) The taking of RDOs will be determined by mutual agreement between the Employer and the Employee, having regards to the needs of the place of employment.
 - (j) As an Employee is required to take RDOs on a regular basis, accrual of more than three RDOs in aggregate will need to be approved by the Business Manager/Head of Early Learning (as appropriate).

17. Shiftwork

17.1 Application

This clause does not apply to:

- (a) a Facilities Services Employee who is employed in the position of caretaker, who is provided with accommodation and an allowance for utilities' or
- (b) a Boarding Services Employee, who works averaged hours in accordance with cl.14.4 of this Agreement.

17.2 Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with cl.17.5(a).

17.3 Definitions

The following shift definitions apply:

- (a) day shift is a shift which commences and ceases wholly within the spread of ordinary hours identified in cl.14 – Ordinary hours of work;

- (b) afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in cl. 14 – Ordinary hours of work and at or before midnight;
- (c) night shift is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

17.4 Broken shifts

- (a) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.
- (d) The provisions of cl.17.4(c) do not apply to a Boarding Services Employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the Employee for their exclusive use for 52 weeks of the year, at no cost to the Employee.

17.5 Rostering

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least:
 - (i) for Boarding Supervision Employees, fourteen days of term time before the commencement of the roster period; and
 - (ii) for all other staff, at least fourteen days before the commencement of the roster period.
- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with cl.18—Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (d) Notwithstanding cl.17.5(c) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

18. Penalty rates

18.1 Application

This clause does not apply to:

- (a) a Facilities Services Employee in the position of a caretaker, who is provided with accommodation and an allowance for utilities; or
- (b) a Boarding Services Employee, who works averaged hours in accordance with cl.14.4 of this Agreement.

18.2 Shiftwork

Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.

18.3 Saturday and Sunday work

- (a) An Employee other than an Employee covered by cl.18.3(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a casual Boarding House Assistant who is not working averaged hours in accordance with the provisions of cl.14.4, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

- 18.4 The penalty rates within cl.18 and in cl.19 — Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

19. Overtime

19.1 Overtime rates

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

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

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

- (b) Except that a Nursing Services Employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.
- (c) Overtime will be calculated daily.

19.2 Time off instead of overtime payment

- (a) The Employer and an Employee may agree that an Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an Employee and the Employer have agreed to time off instead of overtime payment under cl.19.2(a) and such time has not been taken:
 - (i) within four weeks of accrual; or
 - (ii) during the non-term weeks agreed in writing between an Employee and an Employer;

the Employer must, if requested by an Employee, provide payment for any overtime worked.

19.3 Make-up time

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

20. Performance and conduct management

20.1 Application

This clause will not apply within the minimum employment period under cl. 13 – Minimum employment period or to a casual Employee. This clause only applies where the Employer considers that the Employee's performance or conduct may warrant the termination of the Employee's employment.

20.2 Performance Management

- (a) Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will observe procedural and substantive fairness, and will implement the procedure in this clause.

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

20.3 Conduct Management

- (a) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will observe procedural and substantive fairness, and will implement the procedure in this clause.
- (b) The Employer will advise the Employee in writing of:
 - (i) the Employer's concern with the Employee's conduct;
 - (ii) the time, date and place of the meeting to discuss the Employee's conduct;
 - (iii) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
 - (iv) the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.
- (c) The formal conduct management meeting(s) will:
 - (i) include discussion of the Employer's concern with the Employee's conduct;
 - (ii) give the Employee an opportunity to respond to the Employer's concerns.
- (d) Concerns with an Employee's conduct may be resolved by:
 - (i) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
 - (ii) issuing the Employee with a warning or a final warning in writing;

- (iii) terminating the employment of the Employee in accordance with the relevant notice provision; or
- (iv) other action, appropriate to the situation.

21. Termination of employment

21.1 Notice of termination is provided for in the NES except where this Agreement provides ancillary or supplementary terms.

21.2 Notice of termination by the Employer

- (a) If the Employer is to terminate the employment of an Employee, the Employee is entitled to a notice period, or payment in lieu of notice, of four weeks.
- (b) An Employee who has completed five years of continuous employment at the College and is over the age of 45 years is entitled to an additional week of notice.

21.3 Notice of termination by the Employee

The notice of termination required to be given by the Employee in is the same as that required of an Employer in cl. 21.2(a) except that there is no requirement upon the Employee to give additional notice based on the age of the Employee concerned.

21.4 Job search entitlement

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

22. Redundancy

22.1 Redundancy pay is provided for in the NES. This clause provides for ancillary benefits.

22.2 The Employer will pay an Employee whose position of employment is made redundant redundancy pay in accordance with the following scale:

<u>Period of Continuous Service</u>	<u>Redundancy Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	8 weeks
3 years and less than 4 years	10 weeks

4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and less than 8 years	16 weeks
8 years and over	2 weeks' pay for each year of service up to a maximum of 30 weeks

If the Employee is 45 years of age or over when made redundant, redundancy pay will be in accordance with the following scale:

<u>Period of Continuous Service</u>	<u>Redundancy Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	10 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and less than 8 years	20 weeks
8 years and over	2.5 weeks' pay for each year of service up to a maximum of 37.5 weeks

22.3 Transfer to lower paid duties

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

22.4 Employee leaving during notice period

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

22.5 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to provide reasonable evidence of attendance at an interview or the Employee will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of cl.21.1.

22.6 Interaction of this clause with clause 21 – Termination of employment

Where an Employee's employment is terminated on the grounds of redundancy, the Employee will be entitled to the notice period in cl.21.1.

Part 4— Leave and Holidays

23. Annual leave

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

23.2 Entitlement

- (a) A full-time Employee, other than an Employee to whom cl. 23.2(c) applies, is entitled to five weeks' annual leave for each year of service, which is inclusive of the mandated shut down following Term 4 for the Christmas/New Year break.
- (b) Where an Employee's ordinary hours of work include one or more of the following days, the Employee, other than an Employee to whom cl. 23.2(c) applies, is entitled to not attend for work on the following days:
 - the Monday of the mid-term break in August for all Employees other than Early Learning Services Employees, for whom the day will be either the Tuesday after Easter or the Thursday before Easter as determined by the Employer and advised in accordance with cl.23.3; and
 - the Monday before Melbourne Cup Day for all Employees.
- (c) An Employee employed as a School Officer is entitled to annual leave in accordance with Schedule C - Conditions and Salaries for School Officers and Schedule D.6.

23.3 Notification of term dates and College closure

The Employer will provide written notice of the days that the College will be closed following Term 4 of that School Year and the Term Weeks, including Term Weeks for the operation of the boarding house, for the following School Year by 30 June of each School Year. The notice will confirm the Term Weeks in cl.23.2(a) or specify alternative days.

23.4 Using annual leave

- (a) Where an Employee does not have entitlement to paid leave, annual leave taken under cl.23.2(a) will be taken as leave without pay.
- (b) By agreement with an individual Employee, the Employer will provide an alternative day or days to those specified in cl.23.2(a), where work requirements necessitate the Employee's attendance at work.

23.5 Timing of annual leave

The Employer may require an Employee engaged with an entitlement to five weeks' annual leave to take annual leave during non-term weeks. An Employee with an entitlement to more than five weeks annual leave, or to leave without pay under cl.33 are required to take annual leave during non-term weeks.

23.6 Crediting of annual leave

The Employer may allow an Employee to take annual leave either wholly or partly before the leave has accrued. Where paid leave has been granted in excess of the Employee's accrued entitlement, and the Employee's employment subsequently terminates, the Employer is entitled to deduct the amount of leave provided in advance from any entitlements payable to the Employee upon termination of employment.

23.7 Annual leave loading

- (a) This clause provides for enterprise specific details and supplements the NES that deals with annual leave.
- (b) An Employee who has served throughout the year is entitled to an annual leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:
 - (i) as a lump sum with the December salary payment; or
 - (ii) on the termination of employment by either the Employer or the Employee.
- (c) Annual leave loading is to be calculated using the following formula:
[weekly salary x 4 weeks x 17.5%]

which is adjusted for the proportion of the year worked where the Employee has worked for part only of the year.

23.8 Cashing out of annual leave

- (a) An Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (b) An agreement under clause 23.8(a) must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.

- (c) An agreement under clause 23.8(a) must be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (d) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (e) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (f) The maximum amount of accrued paid annual leave that may be cashed out in any calendar year is 2 weeks.
- (g) The Employer must keep a copy of any agreement under clause 23.8(a) as an Employee record.
- (h) An Employer must not exert undue influence or undue pressure on an Employee to make, or not make, an agreement under clause 23.8(a).

23.9 Purchased leave

- (a) The provisions of this clause do not apply to an employee engaged pursuant to cl.33 – Leave without pay during non-term weeks.
- (b) An Employee may, with the agreement of the Employer, work less than 52 weeks per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.
- (c) An Employee can only make an application under this clause where the Employee does not have an excessive annual leave accrual of 4 weeks or more (As defined by the Leave Management Policy).
- (d) Where an Employee with an excessive annual leave accrual wishes to make an application under this clause, the extent of the Employee's excessive annual leave accrual and any plans the Employee has to take some or all of their accrued annual leave entitlements in conjunction with any approved purchased leave arrangement, will be considered by the Employer in assessing the Employee's application for purchased leave.
- (e) Where the Employer and an Employee agree on an employment arrangement under clause 23.9(b), the annual salary applicable to an employee relative to the additional leave purchased will be as follows:

Proportion of annual salary applicable	Number of additional weeks of purchased leave	Total amount of leave (purchased and annual leave)
49/52	Additional 3 weeks' leave	8 weeks in total
50/52	Additional 2 weeks' leave	7 weeks in total
51/52	Additional 1 weeks' leave	6 weeks in total

- (i) The Employee will receive a salary equal to the period worked (e.g. 49 weeks, 50 weeks) which will be spread over a 52 week period.
 - (ii) The accrual of personal/carer's leave and long service leave by the Employee shall remain unchanged.
- (f) The Employer will endeavour to accommodate Employee requests for arrangements under this clause subject to operational requirements. Where such requests are granted, the Employer will make proper arrangements to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.
- (g) An Employee may revert to ordinary 52 week employment by giving the Employer no less than seven weeks' written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

24. Personal/carer's leave

- 24.1** Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 24.2** An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick leave and carer's leave.
- 24.3** For a full-time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on the Employee's ordinary hours of work. Personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work.
- 24.4** Where a full-time Employee requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual as follows:
- (a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, and
 - (b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,
- provided that the notice and evidentiary requirements are met.
- 24.5** Paid sick leave is taken due to a personal illness or injury.
- 24.6** Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

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

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

24.9 Notice and evidentiary requirements

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

25. Compassionate leave

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

25.2 An Employee may take up to three (3) days' paid leave per occasion when a member of the Employee's Immediate family or household dies or up to two (2) days' paid leave when the Employee's Immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

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

25.4 The Employer may require the Employee to provide reasonable evidence of the illness, injury or death.

26. Family and Domestic Violence Leave

26.1 This clause applies to all full time, part-time and casual employees.

26.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in cl. 26.2(a) includes a former spouse or de facto partner.

26.3 Entitlement to leave

- (a) Each year, for the purpose of dealing with family and domestic violence
- (i) a full-time employee is entitled to 10 days of paid leave
 - (ii) a part-time employee is entitled to a total of 10 days of leave comprising paid and unpaid leave. The paid leave entitlement is pro rata of 10 days of paid leave based on the part-time employee's ordinary hours of work
 - (iii) a casual employee is entitled to 10 days of unpaid leave.
- (b) The entitlement in cl. 26.3(a) to deal with family and domestic violence:
- (i) is available in full at the start of each 12 month period of the employee's employment; and
 - (ii) does not accumulate from year to year.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

Note 2. The employer and employee may agree that the employee may take more than 5 days' leave to deal with family and domestic violence.

26.4 Taking leave

An employee may take leave under this clause to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and

- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending court hearings, or accessing police services.

26.5 Service and continuity

The time an employee is on unpaid leave under this clause to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

26.6 Notice and evidence requirements

- (a) Notice

An employee must give their employer notice of the taking of leave by the employee under cl. 26.6(b).

- (b) The notice:

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

- (c) Evidence

An employee who has given their employer notice of the taking of leave under cl. 26.6 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in cl. 26.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

26.7 Confidentiality

- (a) The employer must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under cl. 26.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in cl. 26.7(a) prevents the employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

26.8 Compliance

An employee is not entitled to take leave under cl. 26.4 unless the employee complies with this clause.

27. Community service leave

27.1 Community service leave is provided for in the NES.

27.2 Jury service leave

- (a) An Employee 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.
- (b) An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c) An Employee must provide the Employer with written proof of the requirements to attend of jury service and an estimate of the duration of the absence from duty.
- (d) An Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payment/s made by the Court Authorities with respect to jury service.
- (e) Subject to cl.27.2(b) to 27.2(e) of this clause, the Employer will continue to pay the Employee granted leave pursuant to cl.27.2(a) the Employee's full salary, unless the Employee is a casual Employee. If a fixed term Employee's employment ends during a period of jury service, then the Employee's entitlement no longer applies as they are no longer an employee. The Employer may require the Employee to reimburse the Employer an amount equal to the amount paid in respect of the Employee's attendance for such jury service.

28. Public holidays

28.1 Public holidays are provided for in the NES.

28.2 Payment for work on a public holiday

An Employee required to work on a public holiday will be paid at the rate of 250 per cent for ordinary hours performed, unless the Employer and the Employee have agreed to the Employee taking a day off instead of payment in which case the Employee will be paid at the ordinary time rate of pay for work on the public holiday.

28.3 Substitution of public holidays

- (a) The Employer and an individual Employee may agree on the substitution of a day or a part-day for a day or part-day that would otherwise be a public holiday.
- (b) The Employer and a majority of Employees or the majority of Employees working in a particular area of the College may agree on the substitution of a day or a part-day for a day or a part-day that would otherwise be a public holiday. In such circumstances, the substituted day or part-day is the public holiday for all Employees or the Employees working in a particular area of the College.

29. Long service leave

- 29.1** An Employee is entitled to long service leave as provided for in the NES, or the LSL Act, as appropriate, except where this Agreement provides ancillary or supplementary terms.
- 29.2** Schedule H - Long service leave specifies the entitlement to long service leave under the NES.
- 29.3** Prior to the commencement of this Agreement, an Employee may have had an entitlement to a lesser long service leave entitlement, which is not affected by this clause. From 1 February 2015, an Employee is entitled to thirteen (13) weeks' long service leave upon the completion of ten (10) years of continuous employment.
- 29.4** Subject to cl.29.5 hereof, an Employee may apply to take pro rata long service leave after the completion of seven (7) years of continuous employment.
- 29.5** Accrued long service leave will be paid in lieu where an Employee's employment terminates after completing seven (7) years of continuous employment.
- 29.6** An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 29.7** An Employee, whose time fraction has varied during service, is paid in accordance with the NES, or the LSL Act, as appropriate.

29.8 Illness during long service leave

- (a) Subject to the production of a supporting medical certificate from a Registered Medical Practitioner, an Employee, who becomes ill whilst on long service leave, is entitled to have the period of illness treated as personal leave but only to the extent that the Employee is entitled to personal leave.
- (b) Subject to cl.29.8(a) the Employee's long service leave will be extended by the period of illness provided that the Employer and the Employee agree.
- (c) An exception to cl.29.8(b) is that the Employer and the Employee may agree that the Employee will return from long service leave as planned with the period of illness being re-credited to the Employee's accrued long service leave entitlement.

29.9 Timing and taking of long service leave

- (a) An Employee may apply to take Long Service Leave upon the completion of seven years of continuous employment.

29.10 Long service leave at half pay

- (a) An Employee may request an amount of long service leave -
- (i) twice as long as the amount to which the Employee would otherwise be entitled; and
- (ii) at a rate of pay equal to half the Employee's ordinary pay;

provided that the Employee takes not less than one full term of long service leave over two consecutive terms.

- (b) The Employer must grant a request under cl.29.10(a) if it is reasonable to do so having regard to the needs of the Employee and the needs of the Employer's business.
- (c) Notwithstanding cl.29.10(a) and 29.10(b), an application for long service leave for less than two consecutive full terms at half pay may be granted at the discretion of the Principal where there are special circumstances.

30. Parental leave

30.1 Parental leave is provided for in the NES at Division 5, Sections 67 to 85, except where this Agreement provides supplementary or ancillary terms.

30.2 Definition

For the purpose of this clause:

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

30.3 Increase in entitlements

- (a) An Employee is entitled to take up to 24 months' unpaid parental leave, where the Employee has or will have responsibility for the care of a child. The 24-month period of unpaid leave is an automatic entitlement and represents the period of leave available to an employee couple under ss.70 and 76 of the Act. To avoid any doubt, 24 months is the total period of unpaid parental leave, which can be taken unless the Employee and the Employer agree to extend the period of leave beyond 24 months.
- (b) An Employee, who is entitled to unpaid concurrent parental leave under s.72 of the Act, has an entitlement to eight weeks' unpaid leave which counts as service for the purposes of accruing annual leave, personal/carer's leave, and long service leave.

30.4 Variation of period of parental leave

- (a) Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Employer and an Employee.
- (b) Subject to the relevant provisions of the NES, where an Employee has commenced a period of parental leave of up to 52 weeks, the Employee:
 - (i) may extend the period of parental leave once by giving the Employer 14 days' written notice before the end of the period stating the period by which the leave is extended; and
 - (ii) may further extend the period of parental leave by agreement with the Employer.

30.5 Where an Employee elects to take a period of parental leave greater than 52 weeks but less than 104 weeks and wishes to extend this period up to a maximum of 104 weeks the Employer requires the Employee to notify of his/her intention to extend the period of parental leave at least ten (10) weeks prior to the expiration of the initial period leave.

30.6 An Employee may in conjunction with parental leave pursuant to this clause access any annual leave or long service leave entitlements that the Employee has accrued subject to the total amount not exceeding 24 months. Such paid leave cannot be taken concurrently with leave pursuant to clause 31 - Paid parental leave.

30.7 Request to return part-time after Parental Leave

The NES at Division 4, Section 65 sets out an Employee's right to request part-time employment on return from parental leave. A request for part-time employment will be considered by the Employer in accordance with this.

31. Paid parental leave

31.1 Application

- (a) This clause does not apply to a casual Employee or to an Employee engaged for a fixed period of time.
- (b) This clause applies to a full-time or part-time Employee who is entitled to unpaid parental leave in accordance with the NES and cl.30 – Parental leave.
- (c) The period of unpaid birth-related or adoption-related leave, including any period of unpaid concurrent leave, does not count as a period of service under this Agreement or any statute but does not break the continuity of employment.
- (d) The payments in cl.31.2, 31.3 and 31.4:
 - (i) are not payable during a period of paid leave;
 - (ii) accrue personal/carer's leave and long service leave;
 - (iii) are payable to only one Employee, where the Employer employs both parents of the child.

31.2 Paid birth-related leave

- (a) An employee, who has completed less than 12 months' continuous service with the Employer as at the date or the expected date of birth of the employee's child, is entitled to be paid for the first 6 weeks of birth-related leave after the birth of the child that would otherwise have been unpaid leave at the employee's ordinary rate of pay.
- (b) Ordinarily, the maximum amount of unpaid leave for an employee with less than 12 months continuous service shall be 6 months. An employee may request a period of birth-related leave longer than 6 months, which will be considered by the Principal on a case-by case basis, taking into account the College's needs and the employee's request.
- (c) An Employee, who has completed at least 12 months' continuous service with the Employer as at the date, or the expected date, of birth of the Employee's child, is

entitled to be paid for the first 16 weeks of birth-related leave after the birth of the child that would otherwise have been unpaid leave at the Employee's ordinary rate of pay provided the Employee is responsible for the care of the child and takes not less than 16 weeks of birth-related leave. If an Employee takes the full entitlement of 16 weeks' paid birth-related leave, then the Employee will accrue a period of 1.53* weeks of annual leave. An Employee who takes less than 16 weeks of paid birth-related leave will accrue pro-rata of 5 weeks' annual leave for the period of birth-related leave actually taken. (*calculated as $16/52.18 \times 5$).

- (d) An Employee must have completed a minimum of 12 months' continuous service, after returning from parental leave, before being eligible for a payment pursuant to this clause for the birth or adoption of a second or subsequent child.

31.3 Paid adoption-related leave

- (a) An Employee, who has completed at least 6 months' continuous service with the Employer as at the date, or the expected date, of placement of a child with the Employee, is entitled to be paid for the first 16 weeks of adoption-related leave after the placement of the child with the Employee at the Employee's ordinary rate of pay provided the Employee is responsible for the care of the child and takes not less than 16 weeks of adoption-related leave. If an Employee takes the full entitlement of 16 weeks' paid adoption-related leave, then the Employee will accrue a period of 1.53 weeks of annual leave.
- (b) If the Employee's adoption-related leave includes a period with less than 16 weeks, then the Employee's entitlement to the payment will be equal to the number of weeks of leave taken.
- (c) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the adoption or birth of a second or subsequent child.

31.4 Partner payment

The Employer may grant a payment equal to four weeks' ordinary rate of pay to an Employee who takes concurrent unpaid leave for at least two weeks of the eight week concurrent leave entitlement.

32. Leave without pay

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

33. Leave without pay during non-term weeks

33.1 Arrangements

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

- (a) the Employee's contract of employment specifies the arrangement in writing;

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

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

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

- (b) The adjusted annual salary for an Employee is:

$$A = C \times \frac{[\text{working weeks} + 5 \text{ weeks annual leave}]}{52.18}$$

Where:

A means the Employee's adjusted annual salary

C means the annual salary (as contained in clause Schedule C – General Staff Salaries) for the Employee's classification

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

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

34. Infectious diseases leave

- (a) An Employee who is suffering from one of the following infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice from a Registered Medical Practitioner that the Employee has contracted the disease through a contact at the College and the disease is evident in the College:
 - Rubella
 - Chickenpox
 - Measles

- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever
- Hepatitis, or
- An infectious disease, as notified by the Chief Medical Officer of Australia.

(b) The certificate from the Registered Medical Practitioner must name the disease that the Employee has contracted.

35. Examination leave and study assistance

An Employee will be granted leave with pay for up to one day for the purpose of completing an assignment or an exam per unit of study for an approved and relevant course.

36. 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.

37. Union training

An Employee who is also a Union representative will be entitled to one day of paid leave per annum to attend union training. A maximum of two staff will be entitled to this leave per annum across the Senior and Junior School, Early Learning Centre and General Staff.

Part 5— Salaries and Related Matters

38. Salaries

38.1 Annual salary

- (a) The Employer will pay a full-time adult Employee not less than the rate of pay specified in Schedule C - General Staff Salaries for the Employee's classification.
- (b) The Employer will pay an Employee engaged as a casual Employee or as a fixed term Employee not less than the rate of pay specified by the Agreement for the Employee's classification.

38.2 Commencement level and progression

- (a) An Employee entitled to salary pursuant to cl.38.1(a) will be classified in accordance with the classification structure in Schedule A – General Staff Classifications.

38.3 Junior Employees

A Junior Employee appointed at classification levels 1, 2 and 3 is to be paid at the following percentage of the appropriate adult rate of pay for the position performed.

Age	% of adult rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

39. Classifications

An Employee's position of employment is classified in accordance with Schedule A – General Staff Classifications.

39.1 Reclassification of General Staff Positions

If an Employee believes that the requirements and specification of the Employee's current job description meets the specifications of a higher classification level and hence warrants a higher classification level, then the Employee may apply to the Principal to have the position's classification reviewed. The application must be in writing with all required supporting evidence, and must not be made more than once in any 12-month period. A response in writing will be provided within a reasonable time and will include any reasons for rejection if the application is rejected.

40. Allowances

- 40.1 Schedule G - Allowances specifies the allowances available under this Agreement.

40.2 The allowances will be increased annually on 1 February at the same annual percentage increase applied to salaries, as set out in Schedule C – General Staff Salaries of the Agreement.

41. Remuneration packaging

41.1 Upon receiving a written election for a remuneration packaging arrangement from an 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.

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

42. Payment of wages

Salary will be paid by credit transfer to the Employee's nominated financial institution account on a monthly basis (nearly as possible in the middle of the month including one half month in arrears and one half month in advance).

43. Superannuation

Superannuation legislation

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of Employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. Should an Employee not nominate a complying superannuation fund, a request for stapled superannuation fund details will be made to the ATO. If the Employer is advised by the ATO that the Employee does not have a stapled superannuation fund, the Employer's default superannuation fund applies. The Employer's default fund is Aware Super or its successor fund.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

Employer contributions

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

- (d) The Employer will make the following superannuation contribution to the accumulation superannuation fund chosen by an Employee under cl.43(a):
 - (i) equal to the higher of 10 per cent of ordinary time earnings or the superannuation contribution required by superannuation legislation for Employees, other than casual Employees and fixed term Employees;
 - (ii) equal to the amount required by superannuation legislation for casual Employees and fixed term Employees.

Voluntary Employee contributions

- (e) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl.43.
- (f) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- (g) The Employer must pay the amount authorised under cl.43(a) and 43(b) no later than 28 days after the end of the month in which the deduction authorised under clauses cl.43(a) or 43(b) was made.

Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in cl.43(c) to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in cl.43(c) and pay the amount authorised under cl.43(a) and 43(b) to the Victorian Independent Schools Superannuation Fund or its successor, provided that the Employer is not required to become a participating employer

44. Annualised salaries

- 44.1** The Employer may pay an Employee an annual salary in satisfaction of any or all of the following provisions of the Agreement:
 - (a) Schedule C – General Staff Salaries;
 - (b) Schedule G – General Staff Allowances;
 - (c) Cl.17, 18 and 19 — Shift work, penalty rates, and overtime; and
 - (d) Cl.23.7 – Annual leave loading.
- 44.2** Where an annual salary is paid, the Employer must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary.
- 44.3 Annual salary not to disadvantage Employees**
 - (a) The annual salary must be no less than the amount the Employee would have received under Schedule C – General Staff Salaries for the work performed over

the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).

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

44.4 Base rate of pay

For the purposes of the NES, the base rate of pay of an Employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in Schedule C – General Staff Salaries and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

45. Accident pay

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

45.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *WIRC Act*, the Employee accrues leave entitlements in accordance with the relevant legislation.

45.3 Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *WIRC Act*, and where the Employee is entitled to annual leave at the part-time rate of pay, the Employee will remain entitled to be paid weekly compensation payment payments in accordance with the *WIRC Act*.

45.4 Should legislation be enacted during the term of this Agreement, requiring the Employer to pay accident pay, this clause ceases to operate, except to the extent that the amount paid by the Employer will not be less than the amount payable under cl.43.1, after taking the legislated payment into account.

46. 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.

47. Request for flexible working arrangements

47.1 An Employee may request change in working arrangements. Clause 47 applies where an employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A). At the time of making this agreement, the circumstances are where the Employee:

- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) is a carer (within the meaning of the Carer Recognition Act 2010);
- (c) has a disability;
- (d) is 55 or older;
- (e) is experiencing violence from a member of the employee's family;
- (f) provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 47 is an addition to s.65.

47.2 Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

47.3 If the employer refuses the request and has not reached an agreement with the employee under clause 47.2:

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 47.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

47.4 If the employer and the employee reached an agreement under clause 47.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by Clause 47, can be dealt with under clause 10 - Dispute Resolution of this Agreement.

48. Professional development

- 48.1 The College is committed to professional learning and development as a foremost means of fostering staff and achieving continual improvement in the quality and relevance of its educational programs.
- 48.2 The College requires employees to participate in the annual staff development process to encourage regular feedback and reflection, and participate in professional learning opportunities provided by the School to guide professional learning and career development.

Schedule A – General Staff Classifications

The titles at each staff classification are set out in the table below.

Education Services			
Level	Curriculum & Wellbeing	Early Learning Centre	Library
1			
2	Subject Assistant		
3	Subject Assistant, Wellbeing Assistant Staffroom Assistant	ELC Assistant - Certificate	
4	Wellbeing Assistant	ELC Assistant - Diploma	
5	Subject Administrator, Operations Assistant		Archive Technician, Library Technician,

6	Curriculum Administrator, Laboratory Technician, Nurse		Librarian
7			Archivist

Support Services						
Level	Administration	Business	Development Office	Facilities, Grounds & Maintenance	People & Culture	IT & AV
1						
2				PLC Shop Assistant, Labourer, Kitchen Assistant		
3				Assistant Gardener		

Presbyterian Ladies' College General Staff Agreement 2022 - 2024

4	Admin Assistant, Receptionist			Gardener		
5	Administrator, Receptionist, Personal Assistant	Finance Officer		Tradesperson, Caretaker, Operations Assistant (Print)	HR / OHS / Compliance Officer	AV / IT Technician
6	Administrator, Personal Assistant		Marketing & Communications Officer	Tradesperson, PLC Shop Assistant Manager, Aquatic Coach	HR / OHS / Compliance Officer	AV / IT Technician
7	Personal Assistant	Finance Officer, Finance Officer		Operations Supervisor. PLC Shop Manager, Nurse	HR / OHS / Compliance Officer	Senior AV / IT Technician
8	Senior Admissions Officer		Communications Specialist, Events Officer			Senior AV / IT Technician
9	Executive Assistant				Senior OHS Officer	
10	Executive Assistant	Senior Finance Officer		Senior Maintenance	Senior HR / OHS / Compliance Officer	Senior IT Technician

The competency, judgement, independence, problem solving ability, qualifications, experience, level of supervision and direction required at each level are set out below.

A.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.

This classification applies to employees who are engaged in routine duties requiring no specific skill, prior experience or prior training. On the job training will be provided. The employee may be undertaking external training.

At the conclusion of the established training period or on successful completion of the training program, or on attaining satisfactory progress towards the acquisition of a relevant qualification the employee will progress to the next level. The maximum duration for appointment for a full-time employee at this level is one year.

A.1.1 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.

A.1.2 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.
- The employee at this level requires direct supervision meaning:
 - The work performed is checked regularly;
 - The choice of actions required is clear;
 - Routines are established, methods and procedures are predictable.

A.1.3 Level of supervision and direction

- Close supervision or, in the case of more experienced employees working alone, routine supervision.
- An employee at this level shall not supervise other employees.

A.1.4 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 College, the College's policies and procedures in relation to the work environment and the employees with whom the employee will be working.

A.2 Level 2

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

An employee at this level is not required to have any qualifications and is required to perform any combination of a wide range of functions under direct supervision. The employee, after gaining experience, may exercise some degree of autonomy and discretion.

The employee at this level would need little or no prior experience to perform the tasks required.

A.2.1 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.

A.2.2 Judgment, independence and problem solving

- Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.
- The employee at this level receives specific direction meaning:
 - Receives instructions on what is required and how is it to be performed;
 - Is subject to progress checks with tasks being continuously monitored;
 - Requires basic technical knowledge or prior experience.

A.2.3 Level of supervision and direction

- 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.
- The employee at this level receives direct supervision from a higher level employee, the Principal or Principal delegates, or other Senior Executive of the College. An Education Services employee at this level does not supervise students without a teacher being present.

A.2.4 Training level or qualifications

- Level 2 duties typically require:
 - a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
 - completion of Year 12 without work experience;
 - completion of Certificates I or II with work related experience; or

- an equivalent combination of experience and training.

A.3 Level 3

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

An employee at this level undertakes duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate or approved trade certificate or equivalent or from the on-the job experience considered relevant by the employer.

The employee may be required to perform any combination of a wide range of functions under routine direction but may, after gaining experience, exercise some degree of autonomy.

A.3.1 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.

A.3.2 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.
- The employee at this level receives routine direction meaning:
 - Receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach;
 - Is normally subject to progress checks, usually confined to the unusual or difficult aspects, and has assignments reviewed on completion;
 - Has the technical knowledge and/or experience to perform basic duties usually without technician instruction.

A.3.3 Level of supervision and direction

- 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.
- The employee at this level receives direct supervision from a higher level employee, Principal, Head of Department or other Senior Executive of the College. The employee at this level may be expected to supervise employees from Level 1 or 2.
- A Education Services employee may be required to assist a teacher in a teaching program (under teacher supervision).

A.3.4 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.

A.4 Level 4

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

The employee, in addition to the knowledge and skills required at Level 3, is required to undertake duties needing additional experience or knowledge such as may be gained by the completion of a relevant three year post-secondary qualification or from on-the job experience considered relevant by the employer.

The employee is often required to exercise significant initiative and discretion and is required to demonstrate expertise.

A.4.1 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.

A.4.2 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.
- The employee at this level will receive general direction meaning:
 - Receives general instructions, usually covering only the broader technical aspects of the work;
 - May be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made;

- Although technically competent and well experienced may on occasion, receive more detailed instruction.

A.4.3 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.
- The employee at this level receives little direct supervision and would be expected to take significant initiative and responsibility but would still be responsible to a Level 5 & 6 employee, Principal, Head of Department, Vice Principal or other Senior Executive of the College.
- The employee at this level may be expected to supervise employees from levels 1, 2 and 3 and could have senior responsibilities in office or other administration.
- A Education Services employee may be required to assist supervising students while performing their normal duties.

A.4.4 Training level or qualifications

- Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
 - completion of a diploma level qualification with relevant work-related experience;
 - completion of a Certificate IV with relevant work experience;
 - completion of a post-trades certificate and extensive relevant experience and on-the-job training;
 - completion of a Certificate III with extensive relevant work experience; or
 - an equivalent combination of relevant experience and/or education/training.

A.5 Level 5

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

A.5.1 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.

- The employee, in addition to the knowledge and skills required at Level 4, may be required to take direct responsibility for a single support function within the workplace or across the workplace. In a support role to a senior administrator, a position at this level would generally be required to manage a specific support function or assist the senior administrator in the management of support functions.
- The employee has the relevant updated skills required to do the job either as a result of experience or qualifications or both. Such positions may include positions similar to those of previous Levels, but involving more complex duties.

A.5.2 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.

A.5.3 Level of supervision and direction

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

A.5.4 Training level or qualifications

- Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
 - completion of a degree without subsequent relevant work experience;
 - completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
 - completion of a diploma qualification and at least two years' subsequent relevant work experience;
 - completion of a Certificate IV and extensive relevant work experience;
 - completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
 - an equivalent combination of relevant experience and/or education/training.

A.6 Level 6

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

A.6.1 Competency

- Competency at this level involves self-directed application of knowledge with substantial depth in the majority of areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are frequently 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.

- The employee, in addition to the knowledge and skills required at Level 5, may be required to take direct responsibility for a single support function within the workplace or across the workplace. In a support role to a senior administrator, a position at this level would be required to manage a specific support function or assist the senior administrator in the management of support functions.
- The employee has the relevant updated skills required to do the job either as a result of experience or qualifications or both. Such positions may include positions similar to those of previous Levels, but involving more complex duties.

A.6.2 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.

A.6.3 Level of supervision

- In some positions, general direction is appropriate. In other positions, broad direction would apply. May supervise other staff at levels below Level 6.

A.6.4 Training level or qualifications

- Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
 - completion of a degree without subsequent relevant work experience;
 - completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
 - completion of a diploma qualification and at least two years' subsequent relevant work experience;
 - completion of a Certificate IV and extensive relevant work experience;
 - completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
 - an equivalent combination of relevant experience and/or education/training.

A.7 Level 7

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

The employee, in addition to the knowledge and skills required at Level 6, may be required to be directly supervising other employees in a large unit within the workplace or across the workplace.

Positions at this level may, under general direction, assist with the co-ordination of the financial, personnel and other support services.

If in a support role to a senior administrator a position at this level would, generally, be required to manage a specific support function or assist the senior administrator in the management of support functions. This may include supervision of staff delivering a single support function, for example, operation of the office.

The employee has the skills required to do the job either as a result of experience or qualifications or both, and may include positions similar to those of previous Levels, but involving more complex duties.

A.7.1 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.

A.7.2 Judgment, independence, problem solving and direction

- 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.
- The employee at this level would receive limited direction meaning:
 - Receives limited instructions normally comprising a clear statement of objectives;
 - Has work usually measured in terms of the achievement of stated objectives;
 - Is fully competent and very experienced in a technical sense and requires little guidance during the performance of work.

A.7.3 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.
- The employee at this level would normally be responsible to the Principal, Head of Department, Head of Junior School, Vice Principal or Principal or other Senior Executive of the College.
- The employee at this level may be expected to supervise employees from Levels 1, 2, 3, 4, 5 and 6 and have overall responsibility for an administration unit. The employee at this level would have a high degree of initiative, discretion and capacity to program work.
- An Education Services employee at this level may be required to support students and staff while performing their duties.
- The employee at this Level would have a high degree of initiative, discretion and capacity to program work.

A.7.4 Training level or qualifications

- Level 7 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.

A.8 Level 8

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

The employee would be responsible for providing key support and timely advice to senior management, as well as undertaking effective liaison on behalf of the College with the general community, government agencies and service providers.

An employee would be appointed to this level where there is a requirement to manage a specific functional responsibility (e.g. the emotional/pastoral needs of students) or where that employee has responsibility for the coordination of library resources, information technology, or office administration.

Positions at this level would be a support role to the Principal involving responsibility for the function or the resource.

The employee at this level should be professionally qualified with respect to the particular area of functional responsibility or have the necessary experience to manage that function.

A.8.1 Competency

- 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.

- 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.

A.8.2 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.
- The employee at this level would receive general direction only meaning:
 - Is fully competent in a professional sense and requires no guidance during the performance or work;
 - Has responsibility and broad ranging accountability for the structure, management and output of the work of others;
 - High level judgement is required in planning, design, operational, technical and/or management functions;
 - Is recognized as the 'expert practitioner' within the specific functional area(s).

A.8.3 Level of supervision and direction

- Broad direction. May manage other employees including general employees.
- The employee at this level would normally be responsible to the Principal or other Senior Executive of the College. The employee at this level may be expected to supervise employees from Levels 1, 2, 3, 4 and 5.

A.8.4 Training level or qualifications

- Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
 - a degree with at least four years of subsequent relevant experience;
 - extensive experience and management expertise in technical or administrative fields; or
 - an equivalent combination of relevant experience and/or education/training.

A.9 Level 9

An employee at this level performs work above and beyond the skills of an employee at Level 8.

An employee would be appointed to this level only if that employee has responsibilities of a professional nature which are greater than those envisaged for employees Level 8.

The employee at this level would normally be directly responsible to the Principal or nominee of the Principal or other Senior Executive of the College. The employee at this level may be professionally qualified with respect to the particular area of functional responsibility and must have the necessary experience to manage that function.

A.9.1 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.

A.9.2 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.
- The employee at this level manages the support services within the broad policy objectives, meaning:
 - Influences the development of operational strategies and resource allocation and provides advice which initiates new developments in policy, practice and precedent;
 - Determines priorities and practices, which are based upon the broad policy objectives.

A.9.3 Level of supervision and direction

- 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.
- The employee may be required to provide a service to individuals or groups of staff. The employee at this level may be expected to supervise employees from all other levels.

A.9.4 Training level or qualifications

- Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
 - postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
 - extensive experience and management expertise; or
 - an equivalent combination of relevant experience and/or education/training.

A.10 Level 10

An employee at this level performs work above and beyond the skills of an employee at Level 9.

The key feature which distinguishes this position from the Level 9 employee is the overall management responsibilities and level of accountability and contribution to the policy framework within the College.

An employee would be appointed to this level only if that employee has responsibilities of a professional nature which are greater than those envisaged for employees Level 9.

The employee at this level would normally be directly responsible to the Principal or nominee of the Principal or other Senior Executive of the College. The employee at this level must be professionally qualified with respect to the particular area of functional responsibility and must have the necessary experience to manage that function.

A.10.1 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.
- The employee at this level may be responsible for a range of human resource matters in their area of functional responsibility including recruitment, training, coaching, providing feedback and implementing professional development of the employees they supervise.

A.10.2 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.
- The employee at this level manages the support services within the broad policy objectives, meaning:
 - Influences the development of operational strategies and resource allocation and provides advice which initiates new developments in policy, practice and precedent;
 - Determines priorities and practices, which are based upon the broad policy objectives.

A.10.3 Level of supervision and direction

- Broad direction, working with a degree of autonomy. Will have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.
- The employee may be required to provide a service to individuals or groups of staff. The employee at this level may be expected to supervise employees from all other levels.

A.10.4 Training level or qualifications

- Level 10 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
 - postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
 - extensive experience and management expertise; or

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

Schedule B – General Staff Indicative Duties

The Indicative Duties for each category and level of General Staff Employees are set out below.

Administration Services – Indicative Duties

Level 3

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry, maintain basic records of office stationery equipment
- 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
- Basic photocopying
- Collecting/sorting mail
- Obtain basic data or factual information from given sources eg. Books, reports, manuals, catalogues, tables, forms etc.
- Undertake keyboard and clerical duties
- Maintain basic records of office stationery equipment
- Perform receptionist duties
- Carry out clerical secretarial functions involving routine office procedures
- Setting up and care of public address system
- Assist with general organization of excursions eg. Booking of buses, phone contact with relevant organizations
- Make appointments and maintain diary records
- Maintain, enter and retrieve data from the school's computer system
- Assist in production of written communications to parents
- Collecting/sorting and counting of monies
- Basic bookkeeping under supervision

Administration Services – Indicative Duties

- Maintain petty cash and assist with recording financial transactions
- Filing according to school procedures
- Check delivery of stock against invoice documents
- Record leave and payroll data for staff
- Accurately enter and retrieve basic financial data from record systems
- Register positions applications and arrange interview times
- Prepare recruitment documentation e.g. Selection reports, advertising proformas
- Provide straightforward information to staff on basic details relating to their employment
- Calculate staff entitlements e.g. POL's recreational leave, benefits

Occupational equivalent: Clerical Assistant

Level 4

- 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
- Assist in covering reception
- 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

Administration Services – Indicative Duties

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
- Carry out clerical secretarial functions involving routine office procedures
- Setting up and care of public address system
- Assist with general organization of excursions eg. Booking of buses, phone contact with relevant organizations
- Make appointments and maintain diary records
- Maintain, enter and retrieve data from the College's computer system
- Assist in production of written communications to parents
- Basic bookkeeping under supervision
- Maintain petty cash and assist with recording financial transactions
- Filing according to school procedures
- Check delivery of stock against invoice documents
- Record leave and payroll data for staff
- Accurately enter and retrieve basic financial data from record systems
- Register positions applications and arrange interview times
- Prepare recruitment documentation (eg. Selection reports, advertising proformas)
- Provide straightforward information to staff on basic details relating to their employment
- Calculate staff entitlements eg. POL's recreational leave, benefits
- Prepare and record petty cash transactions, undertake bank transactions
- Process source documents eg. Invoices, cheques, bank statements
- Maintain accounting/bookkeeping records
- Administer school banking
- Provide routine financial reports

Administration Services – Indicative Duties

- Assist in the preparation of the school budget through the collection and ordering of relevant financial data
- Coordinate appointment times for job applicants
- Maintain staff records
- Provide standard information and advice to staff on salaries and conditions of employment
- Production of advanced photocopy materials eg. School booklets, fliers
- Respond to enquiries, and where appropriate, refer to relevant members of staff
- Enter and obtain reports from the College computer system
- Provide clerical, keyboard and office management support to the Principal and other staff within the school
- Assist in maintaining student profiles, files, records
- Assist in procedures for new enrolments
- Order and purchase school supplies
- Maintain and update office system and admin records within the College
- Assist in the completion of complex admin reports or processes
- Liaise on behalf of the Principal with school community and service providers

Occupational equivalent: Receptionist, Administration Assistant

Level 5

- Provide secretarial support to management personnel
- Establish/maintain working filing system
- Providing secretarial support eg. Liaising with parents, taking of minutes and writing of reports, arranging schedules/appointments
- Assist in covering reception
- Utilise complex computer equipment to compile school data base
- Maintain hardware and software of computer network and provide user support
- Assisting in the development of budget proposals

Administration Services – Indicative Duties

- Coordinate the implementation of requisitioning, purchasing and issuing procedures
- Prepare and record petty cash transactions, undertake bank transactions
- Process source documents eg. Invoices, cheques, bank statements
- Maintain accounting/bookkeeping records
- Administer school banking
- Provide routine financial reports
- Assist in the preparation of the College budget through the collection and ordering of relevant financial data
- Coordinate appointment times for job applicants
- Maintain staff records
- Provide standard information and advice to staff on salaries and conditions of employment
- Assist the Principal in administration of the school's recruitment procedures
- Reconcile school spending against budget
- Provide basic information to staff on relevant awards and conditions
- Provide advice to program coordinators and teaching staff on spending against budget
- Maintain the school's financial records
- Prepare financial documentation and data for budget preparation

Occupational equivalent: Administrator, Finance Officer, Personal Assistant, Receptionist, HR/OHS/Compliance Officer

Level 6

- Manage a major administrative/services support unit of the College
- Determine and manage services of the unit in consultation with the Principal
- Where appropriate, ensure the adequate training of administration staff

Administration Services – Indicative Duties

- Have responsibility for the purchase and maintenance of stocks
- Have significant input into budgetary decision making
- Devise rosters
- Have overall responsibility for updating office procedures
- Devising and implementing procedures and school policy, relating to student and staff safety and well being
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Establish/maintain working filing system
- Planning and setting up spreadsheets and database applications
- Providing secretarial support eg. Liaising with parents, taking of minutes and writing of reports, arranging schedules/appointments
- 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
- Assisting in the development of budget proposals
- 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
- Assist the Principal in administration of the College's recruitment procedures
- Reconcile school spending against budget

Administration Services – Indicative Duties

- Provide basic information to staff on relevant awards and conditions
- Provide advice to program coordinators and teaching staff on spending against budget
- Maintain the College's financial records
- Prepare financial documentation and data for budget preparation

Accountable to Senior Management for:

- Management and direction of the preparation of annual budget such as curriculum and grounds and regular financial statements and contribute to financial decision-making
- Assist in the process by which adjustments are made to the budget as events unfold
- Assist the bursar/accountant by providing supporting data and documentation on which budgetary proposals are developed
- Liaise on the bursar's/accountant's behalf with other staff(eg. Head of Departments) involved in budgetary decision making
- Assist with the preparation of reports regarding financial/budgetary matters
- Assist with providing/developing records required by the bursars
- On request, liaise with systemic/government organisations regarding financial/budgetary/policy matters
- Coordination of the accounting processes at the school and ensuring that all funds, including school investments, are effectively accounted for according to school and CEO policy
- Manage the personnel function including the maintenance of personnel records, payroll functions and provision of advice in regard to conditions of employment for all school staff
- Assist in the development of induction programs for new staff and orient new staff and volunteers to school

Occupational equivalent: Administrator, Finance Officer, Personal Assistant, Marketing and Communications Officer, PLC Shop, HR/OHS/Compliance Officer

Level 7

- Coordinate the clerical/administrative services in the various offices

Administration Services – Indicative Duties

- Overall responsibility for the efficient operation/coordination of the various offices
- Overall responsibility for supervision and for ensuring the training of personnel in the offices
- Report to management/school board and make recommendations concerning the provision of services
- Liaise with heads of campus and heads of department concerning the provision of administrative support and office procedures
- Coordinate promotions procedures within the offices
- Undertake a significant role in selection and hire of staff
- Manage the work practices and priorities of support staff
- 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 College's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the College 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
- Assist in the preparation of the College's annual Wages and Salaries budget
- Report to management and make recommendations concerning the Wages and Salaries budget
- Provide advice to staff on conditions of service
- Provide advice to Senior Management on Human Resource matters

Occupational equivalent: Personal Assistant, Finance Officer, PLC Shop, HR/OHS/Compliance Advisor

Level 8

Administration Services – Indicative Duties

- 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
- Determine and manage services of the unit in consultation with the Principal
- Have responsibility for the purchase and maintenance of stocks
- Have significant input into budgetary decision making
- Devise rosters
- Have overall responsibility for updating office procedures
- Devising and implementing procedures and school policy, relating to student and staff safety and well being

Accountable to Senior Management for:

- Management and direction of the preparation of annual budget such as curriculum and grounds and regular financial statements and contribute to financial decision-making be Senior Management
- Assist in the process by which adjustments are made to the budget as events unfold
- Assist the bursar/accountant by providing supporting data and documentation on which budgetary proposals are developed
- Liaise on the bursar's/accountant's behalf with other staff(eg. Head of Departments) involved in budgetary decision making
- Assist with the preparation of reports regarding financial/budgetary matters
- Assist with providing/developing records required by the bursars
- On request, liaise with systemic/government organisations regarding financial/budgetary/policy matters
- Coordination of the accounting processes at the College and ensuring that all funds, including school investments, are effectively accounted for according to school and CEO policy

Administration Services – Indicative Duties

- Manage the personnel function including the maintenance of personnel records, payroll functions and provision of advice in regard to conditions of employment for all school staff
- Assist in the development of induction programs for new staff and orient new staff and volunteers to school

Occupational equivalent: Senior Admissions Officer, Communications Specialist, Events Officer

Level 9

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the College and/or outside bodies
- Providing financial advice to the principal or the business manager
- Managing the College'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
- Coordinate the clerical/administrative services in the various offices
- Overall responsibility for the efficient operation/coordination of the various offices
- Overall responsibility for supervision and for ensuring the training of personnel in the offices
- Report to management/school board and make recommendations concerning the provision of services
- Liaise with heads of campus and heads of department concerning the provision of administrative support and office procedures
- Coordinate promotions procedures within the offices
- Undertake a significant role in selection and hire of staff
- Manage the work practices and priorities of support staff
- Assist in the preparation of the College's annual Wages and Salaries budget
- Report to management and make recommendations concerning the Wages and Salaries budget

Administration Services – Indicative Duties

- Provide advice to staff on conditions of service
- Provide advice to Senior Management on Human Resource matters

Operational Equivalent: Executive Assistant, Senior OHS Officer

Level 10

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

Operational Equivalent: Executive Assistant, Senior Finance Officer, Senior HR/OHS/Compliance Officer, Senior Admissions Officer

Facilities Services (Grounds, Maintenance, Caretaking, Retailing, Print, Catering)

Level	Facilities Services – Indicative Duties
Level 1	<p data-bbox="427 443 555 477"><i>Labourer</i></p> <ul data-bbox="427 495 1337 1473" style="list-style-type: none"> ● 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 ● 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 ● Assisting with traffic management ● Assisting tradespersons <p data-bbox="427 1491 675 1525"><i>Kitchen Assistant</i></p> <ul data-bbox="427 1543 1358 1933" style="list-style-type: none"> ● Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment ● Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the College's main dining area ● Assist students with the preparation and service of meals ● Assist with the preparation and service of staff refreshments ● Operate and maintain a laundry service ● Reporting damage to equipment and arrange repairs

Level	Facilities Services – Indicative Duties
	<p><i>Other</i></p> <ul style="list-style-type: none"> ● Taking general care of school vehicles, including driving buses for less than 25 passengers ● Performing general laundry duties ● Performing general house assistant duties in a boarding house, such as cleaning ● Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials ● Cleaning, dusting and polishing in classrooms or other public areas of the College <p><i>Occupational equivalent:</i> Labourer, Kitchen Assistant</p>
Level 2	<p><i>Shop Assistant</i></p> <ul style="list-style-type: none"> ● Assisting in the PLC Shop ● Receiving and barcoding of goods, stocking of shelves ● Serving customers under the supervision of the PLC Shop Manager <p><i>Kitchen Assistant</i></p> <ul style="list-style-type: none"> ● Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items ● Cooking duties including a la carte cooking, baking, pastry cooking or butchery ● Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the College's main dining area ● Assist students with the preparation and service of meals ● Assist with the preparation and service of staff refreshments <p><i>Assistant Gardener</i></p> <ul style="list-style-type: none"> ● Undertaking general gardening tasks including the preparation and planting procedures ● Operating, maintaining and adjusting turf machinery under general supervision ● Applying fertilizers, fungicides, herbicides and insecticides under general supervision <p><i>Handyperson</i></p>

Level	Facilities Services – Indicative Duties
	<ul style="list-style-type: none"> ● Undertaking general semi-skilled tasks and odd jobs around the College ● Performing basic gardening and outdoor maintenance ● Performing basic maintenance ● Performing a range of industrial cleaning tasks ● Moving furniture and equipment ● Assisting trades personnel with manual duties ● Assisting with traffic management ● Assisting tradespersons <p><i>Other</i></p> <ul style="list-style-type: none"> ● Laundry duties requiring the application of limited discretion ● 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 <p><i>Occupational equivalent: Assistant Gardener, Handyperson, Kitchen Assistant, Shop Assistant</i></p>
Level 3	<p><i>Gardener</i></p> <ul style="list-style-type: none"> ● 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, maintaining and adjusting turf machinery, as appropriate ● Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager ● Assist with the set-up / pack-up for events and functions, including assisting with the transportation of necessary equipment and food and beverages ● Assisting with traffic management ● Assisting tradespersons <p><i>Kitchen Assistant</i></p> <ul style="list-style-type: none"> ● Performing specialised cooking, butchery, baking pastry and the supervision of the operation

Level	Facilities Services – Indicative Duties
	<ul style="list-style-type: none"> ● Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the College's main dining area ● Assist students with the preparation and service of meals ● Assist with the preparation and service of staff refreshments ● Operate and maintain a laundry service <p><i>Caretaker</i></p> <ul style="list-style-type: none"> ● Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services ● 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 ● Assist with the set-up / pack-up for events and functions, including assisting with the transportation of necessary equipment and food and beverages <p><i>Occupational equivalent: Gardener, Kitchen Assistant</i></p>
Level 4	<p><i>Gardener</i></p> <ul style="list-style-type: none"> ● 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, maintaining and adjusting turf machinery, as appropriate ● Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager ● Responsibility for assisting the Head of Grounds with planning of work, scheduling and supervising of all aspects of gardening, grounds maintenance and landscaping ● Assist with the set-up / pack-up for events and functions, including assisting with the transportation of necessary equipment and food and beverages ● Assisting with traffic management ● Assisting tradespersons

Level	Facilities Services – Indicative Duties
	<p><i>Tradesperson</i></p> <ul style="list-style-type: none"> ● Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing, painting or electrical services ● 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 ● Assist with the set-up / pack-up for events and functions, including assisting with the transportation of necessary equipment and food and beverages ● Assisting with traffic management ● Assisting tradespersons <p><i>Occupational equivalent: Gardener</i></p>
Level 5	<p><i>Tradesperson</i></p> <ul style="list-style-type: none"> ● Performing advanced maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing, painting or electrical services. This includes use of specialised skills in areas such as cabinet making. ● In trades positions, applying the skills taught in a trades certificate or Certificate IV or Diploma, 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

Level	Facilities Services – Indicative Duties
	<ul style="list-style-type: none"> ● Assist with the set-up / pack-up for events and functions, including assisting with the transportation of necessary equipment and food and beverages ● Assisting with traffic management ● Assisting tradespersons <p><i>Operations Assistant</i></p> <ul style="list-style-type: none"> ● Responsibility for operating and managing the print room ● Providing various copying, binding, laminating and other document services ● Responsible for ordering and maintaining supplies of paper and toner ● Responsible for allocating the cost of printing and copying to various cost centres <p><i>Occupational equivalent: Tradesperson, Operations Assistant (Print room)</i></p>
Level 6	<p><i>Senior Tradesperson</i></p> <ul style="list-style-type: none"> ● 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 ● Managing key projects including renovations and bespoke solutions incorporating a range of trades, including cabinet making, carpentry, plumbing, gas fitting, electrical and other wiring ● Assisting with traffic management ● Assisting other tradespersons <p><i>Operational Co-ordinator (retailing)</i></p> <ul style="list-style-type: none"> ● Responsibility for operating the College canteen, uniform shop or book shop, including recruitment, training, supervision of employees and volunteers ● Assist the Business Manager with the financial performance of the PLC Shop ● Responsible for ordering stock, and liaising with existing and potential suppliers ● Providing other services as required by the College from time to time

Level	Facilities Services – Indicative Duties
	<p><i>Aquatic Coach</i></p> <ul style="list-style-type: none"> ● Providing training and coaching of individuals and teams in various swimming disciplines ● Responsibility for the PLC Aquatic training program ● Supervising other coaching staff and managing sporting facilities <p><i>Occupational equivalent: Tradesperson, Operational Assistant, Aquatic Coach</i></p>
Level 7	<p><i>Operations Supervisor</i></p> <ul style="list-style-type: none"> ● Responsibility for planning, scheduling and supervising of all aspects of facilities management, traffic management, event planning, infrastructure and gardening maintenance ● Managing a range of functions ● Assist the Facilities Manager with planning of capital works and maintenance projects <p><i>School Nurse</i></p> <ul style="list-style-type: none"> ● 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 <p><i>Occupational equivalent: Operations Supervisor, School Nurse</i></p>
Level 10	<ul style="list-style-type: none"> ● Head Manager of the College’s facilities ● Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school ● Oversees the maintenance, caretaking and grounds functions ● Responsible for ensuring the upkeep of the College in a timely and cost efficient manner ● Managing a range of functions ● Ensure the College is compliant with legal requirements ● Assisting the Business Manager with routine and planned capital expenditure <p><i>Occupational equivalent: Senior Maintenance</i></p>

Curriculum & Wellbeing, ELC, Library, Sport

Level	Education Services Employees
<p>Level 2</p>	<p>This classification applies to employees who are engaged in routine duties requiring no specific skill, prior experience or prior training. The Education Services Employee at this level receives direct supervision from a higher level and does not supervise either students or any other staff.</p> <p>Indicative Duties</p> <ul style="list-style-type: none"> ● Performing basic duties to assist the person in charge of an art room in the daily routines and general functions ● Applying domestic and interpersonal skills <p>Subject Assistant</p> <ul style="list-style-type: none"> ● Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved ● Assist with record keeping; ● Collecting, sorting and shelving of goods as required; ● Set out equipment and materials for classrooms/department use; ● Cleaning up after classrooms demonstrating/activities; ● Participate in stocktaking of equipment/materials; ● Ordering supplies and materials ● Assist users with school equipment; ● Assist in the preparation of equipment and purchasing of materials and supplies as required; ● Assist with the clerical duties associated with normal classroom activities; ● Assist with the collection; preparation and distribution of teacher aids ● Assist in the preparation of displays and exhibitions; ● Direct staff and students to resources; ● Assist with the care and operation of equipment and prepare class sets for faculty use; ● Assist users with school equipment; ● Ensure an adequate supply of materials and equipment is available; ● Assist teaching staff and senior technical staff with enforcement of appropriate safety measures;

Level	Education Services Employees
	<ul style="list-style-type: none"> ● Assist with use of computers both for record keeping and as used in classroom. <p><i>Occupational equivalent: Subject Assistant</i></p>
Level 3	<p>Subject Assistant, Wellbeing Assistant</p> <ul style="list-style-type: none"> ● Liaise with teachers/staff in relation to curriculum requirements; ● Assist with record keeping; ● Collecting, sorting and shelving of goods as required; ● Set out equipment and materials for classrooms/department use; ● Cleaning up after classrooms demonstrating/activities; ● Assist with stocktaking of equipment/materials; ● Assist users with school equipment; ● Ensure an adequate supply of materials and equipment is available; ● Assist teaching staff and senior technical staff with enforcement of appropriate safety measures; ● Assist with use of computers both for record keeping and as used in classroom. ● Participate in team meetings; ● Observe students and draw the attention of the teacher to them when necessary; ● Participate in the monitoring and evaluation of programs and student involvement; ● Assist in the preparation of equipment and purchasing of materials and supplies as required; ● Assist with the clerical duties associated with normal classroom activities; ● Assist with the collection; preparation and distribution of teacher aids <p><i>Occupational equivalent: Subject Assistant, Wellbeing Assistant</i></p> <p><i>Early Learning services – Indicative Duties</i></p> <ul style="list-style-type: none"> ● <i>Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups</i> ● <i>Responsibility for recording observations of individual children or groups for program planning purposes for qualified employees</i> ● <i>Working with individual children with particular needs, under direction</i>

Level	Education Services Employees
	<ul style="list-style-type: none"> ● <i>Assisting in the direction of untrained employees</i> ● <i>Undertaking and implementing the requirements of quality assurance</i> ● <i>Working in accordance with food safety regulations</i> ● <i>Ensuring a safe environment is maintained for children and employees</i> ● <i>Ensuring that records are maintained accurately for each child in the employee's care</i> ● <i>Developing, implementing and evaluating daily care routines</i> ● <i>Ensuring adherence to the policies and procedures</i> ● <i>Liaising with families</i> <p><i>Early Learning Childcare Assistant (Certificate)</i></p>
Level 4	<p>Wellbeing</p> <p><i>Early Learning services – Indicative Duties</i></p> <ul style="list-style-type: none"> ● <i>Exercises similar responsibilities as a grade 3 but an employee at this level has a Diploma in Children's Services.</i> <p><i>Occupational equivalent: Early Learning Childcare (Diploma)</i></p>
Level 5	<p><i>Library Technician, Archive Technician</i></p> <ul style="list-style-type: none"> ● <i>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</i> ● <i>Maintaining booking and repair/replacement systems for equipment</i> ● <i>Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures</i> ● <i>General Library duties as part of the Library team</i> ● <i>Circulation duties as rostered.</i> ● <i>Assist with the circulation of loan items and accounting for stock;</i> ● <i>Performing open and close duties</i> ● <i>Attending scheduled Library Services meetings and all other schedule meetings</i> ● <i>Undertake original cataloguing</i> ● <i>Providing information services, assistance with equipment and IT support to staff and students</i>

Level	Education Services Employees
	<ul style="list-style-type: none"> ● Supervising students in the Library ● Supervising Library Committee duties in the Library ● Promotion and marketing of Library resources and programs ● Shelving, weeding and collection maintenance in conjunction with the Head of Library ● Operate automated systems, eg. Library borrowing and cataloguing systems; ● Organise and maintaining specialist collections eg. AV; ● Undertake bibliographic searching and verification using computerised databases and bibliographic tools; ● Assist teachers and students in locating reference materials using standard bibliographic tools; ● Following up overdue loans; ● Label, cover, assemble, sort or mark resources in accordance with manufacturer's instructions and school procedures; ● Assist in the preparation of displays and exhibitions; ● Direct staff and students to resources; ● Assist with the care and operation of equipment and prepare class sets for faculty use; ● Processing books/materials; ● 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 or school materials ● Supervising the operation of circulation systems ● Answering reference and information inquiries, other than ready reference ● Oversee maintenance of security of equipment and materials; ● Develop borrowing strategies; ● Liaise with head of department on curriculum; ● Design of operational processes and strategies for efficient functioning of the unit overall; ● Responsibility for storing, maintenance of computer hardware and software; ● Assist in co-ordination of activities associated with the College's general data base;

Level	Education Services Employees
	<ul style="list-style-type: none"> ● Train, organise and supervise volunteers. ● Ensure maintenance of equipment and materials; ● Searching and verifying bibliographical data where some judgment and discretion are involved ● Assisting with supervision of students in the library where some discretion and judgment are involved ● Assist with labelling, storage, stocktaking and ordering of equipment and material; ● Assist teachers and students to use materials; ● Explain the function and use of equipment to students; ● Manage and maintain specialist collections eg. Library resource material and collections; ● Advise teachers about technical components of curriculum implementation; ● Develop and adapt work methods and organise systems of classification, maintenance and ordering in a school resource centre; ● Demonstrate an understanding of curriculum by adapting teaching aids <p><i>Audio-Visual Technician</i></p> <ul style="list-style-type: none"> ● Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording ● Assist with audio and video recording; ● Producing resource materials, e.g. multi-media kits, video and film clips ● Teaching audio-visual, computer and other technical skills to students and teachers ● Ensure maintenance of equipment and materials; ● Using equipment and materials, prepare or assist in curriculum support materials or assist students in the preparation of materials, e.g. Photography, video-taping, audio recording, document preparation on computers; ● Assist in instructing students on care and use of equipment and computer software; ● Organise and maintaining specialist collections; <p><i>Laboratory Technician (Operations Assistant)</i></p>

Level	Education Services Employees
	<ul style="list-style-type: none"> ● Using equipment and materials, assist in preparing curriculum support materials or assist students in the preparation of materials for the purpose of conducting science experiments; ● Ensure maintenance of equipment and materials; ● Assist with labelling, storage, stocktaking and ordering of equipment and material; ● Demonstrate experiments or lab techniques; ● 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) ● Providing technical assistance in the operation of a laboratory, where some discretion and judgment are involved ● Evaluate and select equipment and make recommendations for purchase; ● Develop and implement measures for proper laboratory storage, control and handling or disposal of dangerous or toxic substances; ● Using equipment and materials, prepare or assist in curriculum support materials or assist students in the preparation of materials, e.g. Photography, conducting science experiments, video-taping, audio recording, document preparation on computers, language laboratories; ● Provide specialist device under the supervision of senior personnel, to students in relation to the handling and use of materials and equipment; ● Demonstrate experiments or lab techniques; ● Preparation of teaching aids under direction; ● Advise on utilisation of technical program; ● Develop and implement procedures relating to the use and maintenance of equipment and materials; ● Filing and storage of computer software; ● Maintaining inventory of equipment; ● Advise and assist staff in safety matters relating to a specific functional area eg. Handling of chemicals in a science laboratory; ● Assist in instructing students on care and use of equipment and computer software; ● Assist with the development of procedures relating to the use of equipment and material;

Level	Education Services Employees
	<ul style="list-style-type: none"> ● Liaise with external organisations and industries for the purpose of acquiring materials and equipment; ● 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) <p><i>Occupational equivalent: AV/IT Technician, Laboratory Technician, Library Technician, Subject Assistant</i></p>
<p>Level 6</p>	<p><i>Audio-Visual/ IT Technician</i></p> <ul style="list-style-type: none"> ● 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 ● Provide audio and video recording services at College events, including musicals, plays and concerts; ● Use Non-Linear Editing and Digital Audio Workstation systems to edit and produce recorded material ● Using equipment and materials, prepare curriculum support materials or assist students in the preparation of materials, e.g. Photography, video-taping, audio recording, document preparation on computers; ● Instruct students on care and use of equipment and computer software; ● Provide advice on the equipment and infrastructure required to meet the College's objectives <p><i>Laboratory Technician</i></p> <ul style="list-style-type: none"> ● Using equipment and materials, prepare or assist in curriculum support materials or assist students in the preparation of materials for the purpose of conducting science experiments; ● Ensure maintenance of equipment and materials; ● Assist with labelling, storage, stocktaking and ordering of equipment and material; ● Evaluate and select equipment and make recommendations for purchase; ● Develop and implement measures for proper laboratory storage, control and handling or disposal of dangerous or toxic substances; ● Provide specialist device under the supervision of senior personnel, to students in relation to the handling and use of materials and equipment; ● Demonstrate experiments or lab techniques;

Level	Education Services Employees
	<ul style="list-style-type: none"> ● Preparation of teaching aids under direction; ● Advise on utilisation of technical program; ● Develop and implement procedures relating to the use and maintenance of equipment and materials; ● Maintaining inventory of equipment; ● Advise and assist staff in safety matters relating to a specific functional area eg. Handling of chemicals in a science laboratory; <p><i>Librarian</i></p> <ul style="list-style-type: none"> ● Manage an identifiable autonomous resource unit; ● Manage the operation of circulation materials; ● Design of operational processes and strategies for efficient functioning of the unit overall ● Oversee preparation of displays and exhibits; ● Liaise with outside bodies regarding the use of and access to external materials; ● Major role in policy formulation and in unit planning and in proposing budgetary recommendations; ● Produce resource materials; ● Develop borrowing strategies ● Maintain collection classification, incorporating new technologies and trends using DDC, AACR2/RDA, SCIS ● Library systems maintenance and implementation
Level 7	<p><i>Senior AV/IT Technician</i></p> <ul style="list-style-type: none"> ● Direct the AV strategy for the College in conjunction with the Head of ICT ● Identify AV equipment and tools required for effective delivery of the AV function in the College ● Oversee the bookings and access to AV equipment ● Provide training to staff on the use of AV equipment and tools ● Ensure compliance with all copyright and other compliance obligations ● Select, train and supervise Archive staff and volunteers. ● Autonomously liaise with researchers, visitors and donors from within and beyond the College

Level	Education Services Employees
	<ul style="list-style-type: none"> ● Promote the collection, the College and its history in women's education within the College and to the wider community <p>Assist supporting PLC Archive programs, curriculum, Old Collegian and community events</p> <p><i>Archivist, Heritage Centre Manager</i></p> <ul style="list-style-type: none"> ● Assist manage the PLC Heritage Centre and Archive ● Assist research, evaluate, develop and implement expert information, education, library and archive, management systems ● Train and supervise Archive staff and volunteers. <p>Assist supporting PLC Archive programs, curriculum, Old Collegian and community events</p> <ul style="list-style-type: none"> ● Manage the PLC Archive an identifiable autonomous resource unit. ● Maintain the integrity of the PLC Archive, a unique highly specialised rare collection ● Research, evaluate, develop and implement expert information, education, library and archive, management systems ● Develop the collections, operational processes and strategies ● Educate students and staff ● Manage the PLC Heritage Centre ● Supervise access to the PLC Heritage Centre and Archives ● Interpret, display and steward items from the PLC Archive ● Support PLC Archive programs, curriculum, Old Collegian and community events ● Develop the PLC Archive collection ● Accumulate knowledge in order to develop, exhibit and interpret the College history

Schedule C – General Staff Salaries

The Employer will pay an Ongoing full-time adult employee not less than the annual rate of pay specified for the Employee’s classification prescribed by the following table from the first full pay period commencing on or after 1 February of each year.

Note: These salaries reflect overtime and shift allowances for Boarding Services and Facilities Services Employees. These salaries do not include any Leave Loading referred to in cl.23.7.

This table reflects annual salaries for full-time Employees entitled to five weeks annual leave, or those Employees paid as such.

Classification Level	2022 \$	2023 \$	2024 \$
Increase	3.0%	3.0%	2.75%
1.1	55,322	56,982	58,549
1.2	57,253	58,970	60,592
2.1	60,468	62,282	63,995
2.2	61,754	63,607	65,355
2.3	63,042	64,933	66,719
3.1	65,614	67,582	69,441
3.2	66,902	68,909	70,804
3.3	69,346	71,426	73,390

Presbyterian Ladies' College General Staff Agreement 2022 - 2024

Classification Level	2022 \$	2023 \$	2024 \$
4.1	70,117	72,221	74,207
4.2	71,404	73,546	75,568
4.3	73,758	75,971	78,060
5.1	75,263	77,521	79,653
5.2	\$77,193	\$79,509	\$81,696
5.3	\$79,123	\$81,496	\$83,737
6.1	\$81,053	\$83,485	\$85,780
6.2	\$82,983	\$85,472	\$87,823
6.3	\$86,715	\$89,316	\$91,772
7.1	\$90,060	\$92,762	\$95,313
7.2	\$92,632	\$95,411	\$98,035
7.3	\$96,814	\$99,718	\$102,460

Classification Level	2022 \$	2023 \$	2024 \$
8	\$100,352	\$103,362	\$106,205
9	\$106,785	\$109,989	\$113,013
10	\$115,791	\$119,264	\$122,544

Movement to the next pay point within a classification level will occur unless a review implemented by the Employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.

Schedule D – Conditions and Salaries for School Officers

(i) D Application

- D.1.1 This Schedule applies to School Officers employed prior to the commencement date of this Agreement.
- D.1.2 This Schedule has the effect of retaining the employment arrangements for an Employee whilst the Employee remains in the same position of employment with the Employer. Should an Employee apply for and be granted, or be offered and accept, another position of employment with the Employer, by agreement between the Employer and the Employee the conditions in this Schedule will cease to apply from the date of appointment to the new position.
- D.1.3 The clauses in this Schedule apply to the exclusion of the relevant clause in the Agreement, as specified in this Schedule.

D.2 Classifications

An Employee who is a School Officer will be classified in accordance with the classifications in cl.39 – Classifications and Schedule A – General Staff Classifications.

D.3 Salary

- D.3.1 A School Officer will be classified according to the salary structure in cl.39 – Classifications and Schedule B – General Staff Salaries, and the Employer will pay an Ongoing full-time adult Employee not less than the rate specified in Schedule B.
- D.3.2 An Ongoing part-time Employee will be entitled to be paid the pro rata of the full-time salary based upon the Employee's classification and ordinary hours of work.

D.4 Ordinary hours of work

Instead of cl.14.2(a) of the Agreement, the ordinary hours of work for a full-time Employee are 35 hours per week, which may be worked on any day from Monday to Friday between 8.00 am and 5.00 pm.

D.5 Rostered days off

- D.5.1 A full-time Employee will be entitled to one Rostered Day Off per month subject to Sch. D.5. Instead of cl.16 of the Agreement, an Ongoing full-time Employee will be entitled to work the ordinary hours of work provided by Sch.C.4 over 20 days in each 21 day period.
- D.5.2 The Employee will work 147 hours over 20 days in each 21 day period with one rostered day off (RDO) on full pay in each such period so as to give one RDO per month (i.e. 12 RDOs per annum).
- D.5.3 An Employee will work 21 minutes for each 7.35 hour day (7 hours and 21 minutes) worked to give the Employee an entitlement to take rostered days off.
- D.5.4 The Employee and the Employee's supervisor may agree to the RDO for a 21 day period being taken as two half-days rather than one full day.
- D.5.5 The Employee and the Employee's supervisor may agree to accumulate RDOs for the purpose of taking RDOs in non-term weeks within the School year in which the RDOs have been accrued.

- D.5.6 An Employee may request to work 35 hours per week rather than work under the RDO arrangement.
- D.5.7 Time taken as annual leave and personal/carer's leave will count as time worked towards accruing RDOs. Time taken as long service leave will not count towards accruing RDOs.
- D.5.8 A maximum of 12 RDOs may be accrued unless permission has been obtained from the Principal or the Business Manager.

D.6 Annual leave

- D.6.1 An Employee is entitled to five (5) weeks' annual leave per year of service.
- D.6.2 Annual leave is taken during the College's designated shut-down period over Christmas/New Year period.
- D.6.3 The remaining period of annual leave is generally taken during Non-term weeks.

D.7 Additional days

- D.7.1 Where an Employee's ordinary hours of work include one or more of the following days, the Employee is entitled to not attend for work on the following days:
- Easter Tuesday (except where the Employer has designated Easter Thursday in a particular year);
 - the mid-term break in August;
 - the Monday before Melbourne Cup Day; and
 - the working day following the date on which the College closes prior to Christmas.
- D.7.2 An Employee with an entitlement pursuant to Sch.D.7.1 will be paid for the day.
- D.7.3 The days in Sch.D.7.1 do not accrue RDOs.

(ii) **Schedule E – Boarding Services**

(iii) **E.1 Application**

- E.1.1 This Schedule applies to employees employed as Boarding Services Employees
- E.1.2 Where there are inconsistencies between Schedule E and the body of the Agreement, Schedule E applies.

E.2 Classifications

- E.2.1 A Boarding Services Employee will be classified in accordance with Sch. E.13 -Classifications.

E.3 Salary and Leave

- E.3.1 The averaged salary for a Boarding Services Employees (other than a casual) is inclusive of 5 weeks annual leave, and 7 additional paid weeks where an Employee will not be required for duties.
- E.3.2 A Boarding Services Employee (other than a casual) is paid an annual salary in accordance with Sch.E.12. This salary is paid in full compensation for 38 hours of work per week irrespective of where the work falls, and cl.16 Rostered Days Off, cl. 17 Shiftwork cl.18 Penalty rates, including Saturday and Sunday work, cl.19 Overtime, cl. 28 Public Holidays and Sch G.3 On-Call and Recall Allowances do not apply, unless this Schedule otherwise specifies a further entitlement.
- E.3.3 A casual Boarding Services Employee is paid a salary in accordance with Sch.E.11.

E.4 Ordinary hours of work and Conditions - Employees other than casuals

- E.4.1 A Boarding Services Employee may be required and rostered to work up to 38 hours per week in accordance with cl.14 during Term weeks.
- E.4.2 The hours provided for in Sch.E.4.1 can be worked during Term weeks. For the purposes of this Schedule, Term weeks means the definition provided by cl.3 of the Agreement, as well as the day prior to term 1 commencing, and a period of up to 25 hours per year to cover trial exam and exam periods during the September holidays and November respectively. The Employer and the Independent Education Union will establish a document which sets out the dates covered in the Term week definition of each year. This document will not form part of and is not incorporated into the Agreement.
- E.4.3 A Boarding Services Employee may agree to additional work greater than their contracted hours within Term weeks, and will be paid for this additional work at their ordinary rate of pay provided for in Sch.E.12 plus a loading of 25%.
- E.4.4 A Boarding Services Employee is entitled to a break of 48 consecutive hours within each 7-day period of their roster.
- E.4.5 Each shift will be a minimum of two hours, including each part of a broken shift in accordance with cl.17.4(a).

E.5 Breaks between period of duty

- E.5.1 An Employee will be entitled to a minimum break of 10 consecutive hours (which can be reduced to 7.5 hours by agreement between the Employer and the Employee) between the end of one period of duty and the beginning of the next in accordance with cl.14.6(a). This applies in relation to both ordinary hours and where overtime is worked.
- E.5.2 Where the Employer requires an Employee to continue or resume work without the appropriate break pursuant to Sch.E.5.1, , the Employee is entitled to be absent from duty without loss of pay until a 10-hour (or a 7.5-hour break, if so agreed) has been taken, or be paid at 200% of the ordinary rate of pay until released from duty in accordance with cl.14.6(b).
- E.5.3 Sch.E.5.1 and E.5.2 does not apply to a Boarding Services Employee (i) where the periods of duty are concurrent with a sleepover, and/or (ii) who is working a broken shift, and/or (iii) who is provided with accommodation on the School 's premises or in the vicinity of the School's premises.

E.6 Meal and Rest Breaks

- E.6.1 A Boarding Services Employee who is employed to work 5 or more hours in a day is entitled to an unpaid meal break of 30 minutes, as determined by the Employer.
- E.6.2 Where a Boarding Services Employee is required to be on duty during meal times in the Boarding House, the Boarding Services Employee is entitled to a meal provided to the School's boarding students which will be counted as time worked (a paid 30 minute meal break). This is in accordance with cl.15.1(b).
- E.6.3 Where a Boarding Services Employee is not required to be on duty during meal times in the Boarding House, the Boarding Services Employee is entitled to the meal provided to the School's boarding students which will be regarded as an unpaid 30 minute meal break.
- E.6.4 At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10-minute rest breaks. This is in accordance with cl.15.2(a).

E.7 Rosters

- E.7.1 A Boarding Services Employee will be consulted over changes to the structure of shift rosters and the rosters for each Employee. A roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least fourteen days before the commencement of the roster period.
- TE.7.2 A roster may be altered by mutual consent between Employer and Employee at any time or by amendment of the roster by the Employer on seven days' notice.

E.8 Sleepovers

- E.8.1 In recognition of being paid an averaged salary, a Boarding Services Employee (other than a casual) may be rostered for up to three sleepovers for every seven-day period.

E.8.2 A Boarding Services Employee who is rostered for four or more sleep overs within a seven-day period will be paid an allowance equivalent to 2 hours work at ordinary rate of pay provided by Sch.E.12 for these additional sleepovers. E.8.3 A Boarding Services Employee who is rostered on a sleepover will be provided with suitable accommodation only for themselves for the night of the sleepover, including reasonably convenient bathroom facilities, at no cost to the Employee.

E.9 Call Outs

E.9.1 In recognition of being paid an averaged salary, a Boarding Services Employee (other than a casual) may be required to provide care for a student during a sleepover between 11.00pm and 6.30am up to two times each school term.

E.9.2 A Boarding Services Employee who is required to provide care during a third or more sleepover within each school term will be paid at double time and a minimum of a half hour of time applies (equivalent to 60 minutes pay) for this additional provision of care.

E.9.3 If a Boarding Services Employee has been required to provide care during a sleepover between 11.00pm and 6.30am for greater than a total of two hours across the term, the Employee will be paid for any extra hours, or part thereof, at 200%.

E.10 Public Holidays

E.10.1 In recognition of being paid an averaged salary, a Boarding Services Employee may be rostered to work on up to three public holidays within Term weeks, as defined by Sch.E.4.2.

E.10.2 A Boarding Services Employee who is requested to work on four or more public holidays within Terms weeks, as defined by Sch.E.4.2, will be paid at double time and a half for the fourth or more public holidays worked in accordance with cl. 28.2.

E.11 Casual Boarding Services Assistants

E.11.1 A casual Boarding Services Employee will be paid at an hourly rate calculated at the relevant annual rate:

- divided by 52.18 (weekly rate),
- divided by 38 (hourly rate),
- multiplied by 1.25 (casual loading).

Role	Classification	2022	2023	2024
Increase from previous year		3%	3%	2.75%
Boarding House Assistant	BH1.1	\$60,468	\$62,282	\$63,995
	BH1.2	\$61,754	\$63,606	\$65,355
	BH1.3	\$63,042	\$64,933	\$66,719

E.12 Boarding Services Employee Salaries

Rolled up salary for full-time Boarding Services Employees:

Role	Classification	2022	2023	2024
Increase from previous year		3%	3%	2.75%
Boarding House Supervisor	BH2	\$80,069	\$82,471	84,739

E.13 Boarding Services Employee Classifications

Level	Boarding Services
Level B1	<ul style="list-style-type: none"> Performing basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and general functions of the boarding house Applying domestic and interpersonal skills <p><i>Occupational equivalent:</i> Boarding House Assistant</p>
Level B2	<ul style="list-style-type: none"> Has responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other boarding assistants Deputising from time to time for the person in charge of the boarding house, while undertaking the basic duties <p><i>Occupational equivalent:</i> Boarding House Supervisor</p>

E.14 Additional Rostered Days

Where a full-time or part-time Boarding Services Employee is rostered on before the Monday at the start of the term or after the Friday at the end of the term, (other than the day prior to term 1 and the days prior to term 4, as provided for in E.4.2), or during mid-term break, they will be paid at their ordinary hourly rate plus a penalty of 150%.

Schedule F – Music Tutoring Employees

F.1 Application

This Schedule applies to an Ongoing Music Tutoring (MT) Employee.

F.2 Salary

The Employer will pay a full-time adult MT Employee not less than the annual rate of pay specified for the MT Employee's classification prescribed by the following table from the first full pay period commencing on or after 1 February each year.

Note: These salaries do not include any Leave Loading referred to in cl.23.7.

Classification Level	2022 \$	2023 \$	2024 \$
1.1	83,163	85,658	88,014
1.2	95,065	97,917	100,610
2.1	95,876	98,752	101,468
2.2	97,940	100,878	103,652
3.1	99,301	102,280	105,093
3.2	100,500	103,515	106,362
4.1	101,800	104,854	107,737
4.2	103,569	106,676	109,610
5.1	105,498	108,663	111,651

5.2	107,427	110,650	113,693
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Where there is more than one minimum pay point for a classification level a MT Employee will be eligible for movement to the next highest pay point within the classification level after each 12 month period of continuous service, following a performance review which the Employer will complete before the end of the 12month period.

F.3 Classifications – Music Tutoring

An MT Employee will be classified according to the MT Employee's level of experience, qualifications and expertise in the chosen instrument(s). The MT Employee is required to meet the criteria in all three of these areas in order to progress to the next level.

A Full-Time MT Employee is employed for 38 hours per week. Contact time includes teaching students and conducting musical groups. Other roles include administration, writing reports and lesson preparation (including learning accompaniments).

F.3.1	<p>MTS Level 1</p> <p>Qualifications</p> <p>A Music Tutor at this level is not required to have formal relevant musical qualifications.</p> <p>Years of experience</p> <p>1 – 2 years of relevant experience teaching the specific instrument(s) taught.</p> <p>Relevant tuition experience</p> <p>The Music Tutor at this level will be proficient in the specific instrument taught as well as having regularly performed in musical groups.</p> <p>Expertise</p> <p>The Music Tutor at this level will be proficient in the specific instrument taught.</p>
F.3.2	<p>MTS Level 2</p> <p>Qualifications</p> <p>A Music Tutor at this level undertakes duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate or approved diploma or equivalent or from the on-the job experience considered relevant by the employer.</p> <p>Years of experience</p> <p>3 – 4 years of relevant experience teaching the specific instrument(s) taught.</p> <p>Expertise</p> <p>The Music Tutor at this level will be proficient in the specific instrument taught as well as having regularly performed in musical groups.</p>

F.3.3	<p>MTS Level 3</p> <p>Qualifications</p> <p>A Music Tutor, in addition to the knowledge and skills required at Level 2, will hold a relevant three-year post-secondary qualification.</p> <p>Years of experience</p> <p>5 – 8 years of relevant experience performing and teaching the specific instrument(s) taught. This will include some experience teaching VCE / IB students or equivalent AMEB students.</p> <p>Expertise</p> <p>The Music Tutor at this level will be proficient in playing their specific instrument, as well as having regularly performed in musical groups.</p>
F.3.4	<p>MTS Level 4</p> <p>Qualifications</p> <p>A Music Tutor, in addition to the knowledge and skills required at Level 3, will hold a relevant three-year post-secondary qualification.</p> <p>Years of experience</p> <p>8 – 12 years plus relevant experience performing and teaching the specific instrument(s) taught. This will include 5 or more years of experience teaching VCE / IB students or equivalent AMEB students.</p> <p>Expertise</p> <p>The Music tutor at this level will be highly proficient in playing the specific instrument taught, as well as either, performing as soloist or in groups at a professional level, or giving master classes or running workshops, or adjudicating competitions and eisteddfods, or examining VCE, AMEB or any other high level performance examinations.</p>

F.3.5	<p>MTS Level 5</p> <p>Qualifications</p> <p>A Music Tutor, in addition to the knowledge and skills required at Level 3, will hold a relevant three-year post-secondary qualification.</p> <p>Years of experience</p> <p>12 years plus relevant experience performing and teaching the specific instrument(s) taught. This will include significant experience teaching VCE / IB students or equivalent AMEB students.</p> <p>Expertise</p> <p>The Music tutor at this level will be highly proficient in playing the specific instrument taught, as well as either, performing as soloist or in groups at a professional level, or giving master classes or running workshops, or adjudicating competitions and eisteddfods, or examining VCE, AMEB or any other high level performance examinations.</p>
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Schedule G – General Staff Allowances

G.1 Caretakers' accommodation

A Facilities Services Employee, who is employed in a caretaking role and who is required by the Employer to reside in premises provided by the Employer, will be provided with living quarters and an allowance for fuel and light at no cost to the Employee.

The on call and recall allowances in Sch.G.3 do not apply to a caretaker provided with accommodation.

G.2 Meal allowance

Where the Employer requires an Employee:

- (a) to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours or 8 hours, if an employee is working under a rostered days off arrangement), the Employer will provide a meal to the Employee through the boarding house. The exception to this is if an Employee could reasonably return home for a meal or where a meal cannot be provided by the boarding house, which will result in the payment of a meal allowance of \$15.00;
- (b) employed in a boarding role, to be on duty during meal times, the Employee will be entitled to the meal provided to the College's boarding students.

G.3 On call and recall allowance

- (a) On call allowance

An on call allowance will be paid to an Employee who is required by the Employer to hold themselves available to be recalled to work. The Employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the Employee is required to be on call.

- (b) Recall allowance

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

(c) Exceptions

The on call and recall allowances do not apply to:

- (iv) an Employee paid a sleepover allowance in accordance with Sch.G.4; or
- (v) an Employee provided with reasonable accommodation, including living quarters, fuel and light (or an allowance for fuel and light), and available to the Employee for the Employee's exclusive use at no cost to the Employee.

G.4 Sleepover allowance

- (a) Subject to Sch.G.4(b), where the Employer requires a Boarding Services Employee or a Nursing Services Employee to sleepover on the Employer's premises or at a school camp site for a period outside that of the Employee's normal rostered hours of duty, the following arrangements will apply:
- (i) the Employee will be entitled to an amount of two hours of the ordinary hourly rate of pay per sleepover, which is defined as sleeping in at night to undertake duty of care requirements and to be on call for emergencies;
 - (ii) where the Employee is required by the Employer to perform work during a sleepover, the Employee will be paid for the time worked at the rate of 150% of the ordinary hourly rate of pay with a minimum payment being for 30 minutes;
 - (iii) any time worked under clause Sch.F.4(a) (ii) will not be taken into account for the purposes of cl.12 – Types of employment, and cl.14 – Ordinary hours of work;
 - (iv) the payments in this subclause will not extend beyond the period of the sleepover; and
 - (v) the Employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the Employee.
- (b) An Employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the Employee for their exclusive use, is not entitled to the sleepover allowance under Sch.G.4(a).

G.5 Uniform/protective clothing allowance

- (a) Where the Employer requires an Employee to wear protective clothing or a uniform, which includes clothing and/or footwear, during the performance of the Employee's duties, the Employer will provide the uniform or protective clothing. The Employee is responsible for laundering the clothing items.
- (b) Where an Employee is required to work in the rain, the Employee will be supplied with adequate rainproof clothing.

G.6 Vehicle allowance

An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties must be paid a vehicle allowance based on the rates published by the Australian Taxation Office.:

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

G.7 Higher duties allowance

- (a) The Employer may appoint an Employee to an acting position to temporarily perform duties applicable to a classification higher than the Employee's current classification.
- (b) Where an Employee is required by the Employer to perform such duties for more than three days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be

paid the rate of pay applicable to the higher classification for the whole period during which the duties are required to be performed.

G.8 Camp allowance

An Employee required to attend an overnight curriculum-based camp or an overnight curriculum-based excursion during term time, or a Duke of Edinburgh expedition, or a co-curricular camp (including Music and Sport camps) will be paid an allowance of \$77.50 per night. This amount will be increased annually on 1 February at the same annual percentage increase applied to salaries, as set out in Schedule C of the Agreement.

G.9 Day off in lieu

Where a camp is held over a weekend, an Employee will be entitled to one day off in lieu, to be taken on a working day immediately prior to, or immediately after, the camp. This can be varied by mutual agreement.

A day off in lieu will also be provided to staff with responsibilities for leading and participating in overseas tours. This is to be taken in the week prior to, or week immediately after, the overseas tour. This can be varied by mutual agreement.

Schedule H – Long Service Leave

H.1 General Staff Employee

A General Staff Employee, other than a General Staff Employee to whom one of Sch.H.2, H.3 or H.4 applies, is entitled to long service leave in accordance with the Long Service Leave Act 2018 (Vic).

H.2 General Staff Employee – Nursing Services Employee

A General Staff Employee who would have been employed pursuant to the Victorian Independent Schools – Nurses – Award 2003 (AW821844CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.32 - Long service leave.

Clause 32 – Long service leave

32.1 Preamble

A nurse is entitled to long service leave on ordinary pay in respect of continuous employment with one and the same employer or the employer's successor.

32.2 Entitlement

32.2.1 A nurse who has completed 10 years' continuous employment with the employer is entitled to 13 weeks' long service leave.

32.2.2 A nurse is entitled to an additional 6 1/2 weeks' (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the employer.

32.3 Termination of employment

32.3.1 A nurse who has completed more than 10 years' continuous employment with the employer and whose employment is terminated otherwise than by the death of the nurse is entitled to an amount of long service leave equal to one-fortieth of the period of the nurse's continuous employment since the last accrual of entitlement to long service leave under cl.32.2.1 and 32.2.2.

32.3.2 A nurse who has completed at least 7 but less than 10 years of continuous employment with the employer and whose employment is terminated for any cause other than by the employer for serious misconduct, is entitled to such amount of long service leave as equals one-fortieth of the period of the nurse's continuous employment.

32.3.3 If a nurse who is entitled to any amount of long service leave dies before or while taking long service leave, then the employer will pay an amount equal to the ordinary pay that would have been payable to the nurse in respect of the period of long service not taken to the nurse's personal representative.

32.3.4 Where a nurse who has completed more than 10 years' continuous employment with an employer dies while still in continuous employment of such employer, the employer (in addition to any sum payable under cl.32.3.3 will pay to the nurse's personal representative in respect of any period of such continuous employment which is after the last accrual of entitlement to long service leave pursuant to cl.32.2.2 a sum equal to the amount of the nurse's ordinary pay for a period equalling one fortieth of such fractional period.

32.3.5 Where a nurse who has completed at least 7 years but less than 10 years of continuous service with an employer dies while still in the employment of such employer, the employer will pay to the nurse's personal representative a sum equal to the amount of the nurse's ordinary pay for the period equalling one fortieth of the nurse's fractional employment.

32.4 Payment in lieu

32.4.1 Except as provided in this clause, an employer will not make payment in lieu of any long service leave or part thereof to a nurse or the nurse's personal representative.

32.4.2 Except as provided in this clause, a nurse or a nurse's personal representative will not accept payment in lieu of any long service leave or part thereof.

32.5 Illness on long service leave

32.5.1 Subject to the production of a supporting medical certificate, a nurse 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 nurse is entitled to sick leave.

32.5.2 Subject to cl.32.5.1, the nurse's long service leave will be extended by the period of illness.

32.5.3 An exception to cl.32.5.1 is that an employer and a nurse may agree that the nurse will return from long service leave as planned with the period of illness increasing the nurse's accrued long service leave entitlement.

32.6 Mode of employment and payment

32.6.1 A nurse whose service has been

- all full-time or
- all at the same part-time fraction

is paid during long service leave at the nurse's normal salary.

32.6.2 A nurse whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average (i.e., mean) of the nurse's time fractions over the period of eligible service.

Cl.31 – Personal leave also provides for illness whilst on long service leave as follows.

31.3.4

(a) Subject to a nurse meeting the requirements specified by cl.31.3.4(b), a nurse is entitled to leave for personal injury and sickness in lieu of long service leave but only to the extent that the nurse is entitled to leave for personal injury and sickness.

(b) An employer may require a nurse who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the

employer's choice, provided the practitioner is reasonably accessible to the nurse.

H.3 General Staff Employee – Clerical and Administrative Employee

A General Staff Employee who would have been employed pursuant to the Victorian Independent Schools – Clerical and Administrative Employees – Award 2004 (AW837335CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.27 – Long service leave.

The relevant provisions of cl.27 – Long service leave are as follows.

27. Long service leave

27.1 Entitlement

An employee is entitled to long service leave in accordance with the provisions of the Long Service Leave Act 1992 (Vic.) as amended from time to time.

27.2 Payment

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

H.4 General Staff Employee – School Assistant

A General Staff Employee who would have been employed pursuant to the Victorian Independent Schools – School Assistants – Award 19982004 (AW802122CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.26 – Long service leave.

Cl.26 – Long service leave is as follows.

26. Long service leave

A school assistant is entitled to long service leave in accordance with the provisions of the Long Service Leave Act 1992 (Vic.) as amended from time to time.

Cl.25 – Personal leave provides illness on long service leave as follows:

25.3.4 An employer may require a school assistant who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner who is reasonably accessible to the school assistant.

Schedule I – Early Learning Centre Co-Educators

I.1 Planning Time

- (a) If an Early Learning Centre Teacher or Room Leader is away on planned leave, one Co-Educator will be allocated their planning time if requested.
- (b) Co-Educators are allocated two hours of planning time in the week prior to the start of the holiday program.
- (c) Co-Educators are allocated two hours of planning time in each week of the holiday program.
- (d) Co-educators are allocated two hours of planning time in the week after each holiday program ends.
- (e) Co-Educators are allocated two hours of planning time in the first week of the year when Early Learning Centre Teachers are on leave.
- (f) Co-Educators are allocated two hours of planning time in the last full week of the year when Early Learning Centre Teachers are on leave.
- (g) One Co-Educator per room is allocated two hours of planning time at the start of each school term together with their Class Teacher or Room Leader to set individual priorities.
- (h) One Co-Educator per room is allocated two hours of planning time at the end of each school term together with their Class Teacher or Room Leader to evaluate individual priorities.

EXECUTED as an agreement this 8th day of December 2022

EMPLOYER REPRESENTATIVE

Signed: Cheryl Penberthy

Date: 8 December 2022

Name in full (printed): Cheryl Penberthy

Position title: Principal

Authority to sign explained: Public Officer of the College

Address: 141 Burwood Highway, Burwood, VIC, 3125

Witnessed by: Alexandra Gibson

Witness name in full: Alexandra Gibson

Witness address: 141 Burwood Highway, Burwood, VIC, 3125

EMPLOYEE REPRESENTATIVE

Signed: E. Hogbin

Date: 8 December 2022

Name in full (printed): Ellen Hogbin

Position title: Early Childhood Co-Educator

Authority to sign explained: Nominated Staff Representative

Address: 141 Burwood Highway, Burwood, VIC, 3125

Witnessed by: Jagjeet Ferdinands

Witness name in full: Jagjeet Ferdinands

Witness address: 141 Burwood Highway, Burwood, VIC, 3125

