



SHELFORD GIRLS' GRAMMAR AGREEMENT 2023

Your IEU-negotiated Agreement
covering your pay and conditions



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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Shelford Girls' Grammar
(AG2023/4305)

SHELFORD GIRLS' GRAMMAR AGREEMENT 2023

Educational services

COMMISSIONER ALLISON

MELBOURNE, 27 NOVEMBER 2023

Application for approval of The Shelford Girls' Grammar Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Shelford Girls' Grammar Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Shelford Girls' Grammar. The Agreement is a single enterprise agreement.

[2] There was a relatively low turnout for the Agreement vote (with only 44 of 89 employees casting a vote), although those who voted overwhelmingly voted in favour of the Agreement (43 of 44 voters voted to approve the Agreement). Noting the low turnout, I sought further details about pre-approval steps from the Applicant and the Independent Education Union of Australia (IEU) as a bargaining representative.

[3] Both the Applicant and the IEU provided submissions to the effect that all employees were well informed and reminded of the voting details. In addition, the IEU noted that voting numbers may have been impacted by an impending merger with *Caulfield Grammar* and the fact that the vote took place in a busy time of year, when many staff were busy with “*exams, reports, VCE. etc*”

[4] In light of the above submissions, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[5] I observe the following provision may be inconsistent with the National Employment Standards (NES):

- Clause 24.3, relating to family and domestic violence leave, does not provide a paid entitlement to family and domestic violence leave for casual employees, contrary to s.106 of the Act.

[6] However, noting clause 4.2 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.

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

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 December 2023. The nominal expiry date of the Agreement is 31 January 2026.



COMMISSIONER

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THE SHELFORD GIRLS' GRAMMAR AGREEMENT 2023

1 Title

This Agreement is to be known as the Shelford Girls' Grammar Agreement 2023 ("the Agreement") and is a Single Enterprise Agreement made pursuant to section 172 (2) of the FW Act.

2 Arrangement

The Agreement is arranged as follows:

<i>Clause No.</i>	<i>Clause Title</i>
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32	Vehicle Allowance
33	Meal Allowance
34	No Extra Claims
35	Accident Pay
Schedule A	Teacher Salaries and Positions of Responsibility
Schedule B	General Staff Employee Salaries
Schedule C	Long Service Leave

3 Coverage

3.1 The Agreement covers:

- (a) the Employer;
- (b) a Teacher, as defined in cl.6 – Definitions; and
- (c) a General Staff Employee, as defined in cl.6 – Definitions.

3.2 The Agreement does not cover:

- (a) a Principal;
- (b) a Deputy Principal or Deputy Principals, 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) the following General Staff Employees as defined in cl.13.1 of the General Staff Award:
 - a. boarding supervision services;
 - b. instructional services; and
 - c. nursing services.
- (e) Apprentices; and
- (f) Trainees.

4 Relationship to NES and Awards

4.1 The National Employment Standards (NES), as contained in Part 2-2 of the FW Act are the minimum entitlements to which an Employee covered by the Agreement is entitled. The Agreement:

- (a) provides enterprise specific details where it deals with a matter provided for in the NES; and/or
- (b) provides ancillary or supplementary terms in respect of the NES.

4.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4.3 This Agreement incorporates the *Educational Services (Teachers) Award 2020* (or its successor) and the *Educational Services (Schools) General Staff Award 2020* (or its successor).

4.4 Where the Agreement is silent on a matter contained in the *Educational Services (Teachers) Award 2020* (or its successor) and the *Educational Services (Schools) General Staff Award 2020* (or its successor), as amended from time to time, the Employer will apply the relevant terms of the relevant Award.

4.5 Where the Agreement prescribes terms and conditions of employment which are different, or inconsistent with, those from the relevant Awards, the Agreement will prevail to the extent of the difference or inconsistency.

5 Commencement Date and Period of Operation

5.1 The Agreement will come into operation seven days after being approved by the Fair Work Commission in accordance with s. 54 of the FW Act.

5.2 The nominal expiry date of the Agreement is 31 January 2026.

6 Definitions

Awards	means the <i>Educational Services (Teachers) Award 2020</i> (Teachers Award) and the <i>Educational Services (Schools) General Staff Award 2020</i> (General Staff Award) or their successor awards, unless separately specified.
Employee	means a person covered by the Agreement.
Employer	means Shelford Girls' Grammar (ABN 41 004 605 145).
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment.
FW Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor.
FWC	means the Fair Work Commission.
General Staff Employee	means a person who is employed to provide the following services as defined in cl.13.1 of the General Staff Award: <ul style="list-style-type: none"> • Classroom support services; • Curriculum/resources services; • Preschool/childcare services; • School administration services; • School operational services; • Wellbeing services.
Immediate Family	means <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 • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee, where <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 gender or different genders), • 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.
NES	means the National Employment Standards as contained in Part 2-2 of the FW Act.

Non-term weeks	means the weeks, or part thereof, in the School Year other than Term Weeks, as set out in the calendar of the School and will not be less than the periods mandated by the Victorian Government for Victorian Government schools, (inclusive of 5 weeks' annual leave).
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 and Division 4 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) or its successor.
Principal	means Principal of Shelford Girls' Grammar or his or her nominee.
Registered Health Practitioner	means a person registered under the <i>Health Practitioners Regulation National Law (Victoria) Act 2009</i> (Vic).
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	means Shelford Girls' Grammar (ABN 41 004 605 145).
School Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victoria Institute of Teaching pursuant to Division 3 of Part 2.6 of the Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic), or its successor, and is employed to teach in the Prep to Year 12 educational program. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever named called.
School Year	means the twelve months from the day that Teachers are required to attend the School for the new educational year.
Teacher	means a School Teacher unless separately specified.
Term Weeks	means the weeks, or part thereof, in the School Year that students are required to attend school and designated student free days as set out in the calendar of the School.
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor.

Conditions for Teachers

7 Hours of Work

- 7.1 This clause operates in conjunction with cl.15 – Ordinary hours of work in the Teachers Award.
- 7.2 The ordinary hours of work for a full-time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where a Teacher is employed for part only of a School Year, the averaging will be for that part of the School Year.
- 7.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 7.4 The Employer will determine the ordinary full-time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.
- 7.5 The maximum face-to-face teaching hours per week will be as follows:
- 7.5.1 21.5 hours per week for a full-time Junior School Teacher
 - 7.5.2 19 hours per week for a full-time Senior School Teacher

7.6 Face-to-face teaching means the regular, rostered, academic and pastoral teaching sessions in a documented course of study approved by the School for which the Teacher has primary responsibility for educational delivery.

7.6.1 Face-to-face teaching includes:

- (a) Sessions of direct student instruction required by the School;
- (b) Supervision sessions;
- (c) Replacement classes;
- (d) Top up classes; and
- (e) Time allocations, documented in writing, for positions of responsibility or special projects.

Face-to-face teaching does not include assemblies and any other duties.

7.7 A part-time employee is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time employee from time to time by the usual number of face-to-face teaching hours prescribed for a full-time employee as detailed in clause 7.5.

7.8 For full time graduate Teachers in their first year of service, the School will endeavour to provide a reduced face-to-face teaching allocation. Graduate teachers will usually receive a 90% load in their face-to-face teaching, to provide the graduate Teacher with additional time for preparation and professional development. In circumstances where the School cannot provide a full-time graduate Teacher with a reduced face-to-face teaching allocation, in consultation with the Teacher, the School will reduce the allocation of supervision duties instead.

7.9 The Teaching Workload Policy provides further details on teacher workload and should be read in conjunction with this clause. This policy is not incorporated into and does not form a part of the Agreement.

8 Attendance during Non-Term Weeks

8.1 This clause operates in conjunction with cl.15 – Ordinary hours of work in the Teachers Award.

8.2 A Teacher is not required to attend at the School during Non-term weeks but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.

8.3 The exceptions to this are where the position description for a Teacher holding a position of responsibility specifies attendance during Non-term weeks. In this case the Teacher may be required to attend during Non-term weeks.

9 Salaries and Positions of Responsibility

9.1 This clause replaces cl.17.1 and 17.5 of the Teachers Award.

9.2 The minimum rates of pay for a full-time Teacher are set out in Sch.A.1 of Schedule A – Teacher Salaries and Positions of Responsibility.

9.3 The minimum rates of pay for a casual Teacher are set out in Sch.A.2 of Schedule A – Teacher Salaries and Positions of Responsibility.

9.4 The School will review the minimum rates of pay in 2024 and 2025, taking into consideration such factors as student enrolment numbers, financial capacity of the school and broader economic factors. The formula for calculating salaries will be at the discretion and ultimate approval of the School Board, with a minimum increase of 2% as stipulated in Schedule A.1.1.

9.5 **Positions of Responsibility**

- 9.5.1 This clause replaces cl.19.3 – Leadership allowance of the Teachers Award.
- 9.5.2 A responsibility allowance will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of a Teacher by the Employer.
- 9.5.3 The responsibility allowance is linked to a position of responsibility rather than tied to an individual Teacher.
- 9.5.4 The Principal determines who is eligible for the responsibility allowance.
- 9.5.5 The Principal will provide written advice to a Teacher offered a Position of Responsibility detailing the position, its tenure, the duties required and the responsibility allowance to be paid.
- 9.5.6 The responsibility allowance to be paid to the Teacher for the performance of the Position of Responsibility is set out in Sch.A.3 of Schedule A – Teacher Salaries and Positions of Responsibility.

9.6 **Classification Structure**

9.6.1 **Teachers with Full/Provisional Registration with the Victorian Institute of Teaching**

- a) Instead of cl.14 of the Teachers Award, a Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at level G1 in Sch.A.1.1 of Schedule A and subject to 9.6.1(b), progress to level E4 in Sch.A.1.1 of Schedule A in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- b) Instead of cl. 14.2(c) of the Teachers Award, a Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

9.6.2 **Permission to Teach Teachers with the Victorian Institute of Teaching**

- a) A Permission to Teach Teacher will be paid not less than level G1 in Sch.A.1.1 of Schedule A.
- b) Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

Conditions for General Staff Employees

10 Salaries

- 10.1 This clause replaces cl.17.1 – Annual rates of pay in the General Staff Award.

- 10.2 The minimum rates of pay for a full-time General Staff Employee are set out in Sch.B.1 of Schedule B – General Staff Employee Salaries.
- 10.3 The minimum rates of pay for a casual General Staff Employee are set out in Sch.B.2 of Schedule B – General Staff Employee Salaries.
- 10.4 The School will review the minimum rates of pay in 2024 and 2025, taking into consideration such factors as student enrolment numbers, financial capacity of the school and broader economic factors. The formula for calculating salaries will be at the discretion and ultimate approval of the School Board, with a minimum increase of 2% as stipulated in Schedule B.1.1.

Conditions for all Employees

11 Casual Employees

- 11.1 A casual Employee is not entitled to any of the following benefits under the Agreement:
- (a) annual leave (cl. 13);
 - (b) paid personal/carer's leave (cl.14);
 - (c) paid compassionate leave (cl. 15);
 - (d) paid community service leave (cl. 16);
 - (e) discretionary leave (cl. 17);
 - (f) paid parental leave (cl. 20);
 - (g) infectious diseases leave (cl. 21);
 - (h) examination leave (cl. 22);
 - (i) qualification conferral leave (cl. 23);
 - (j) tuition fee discount (cl. 25);
 - (k) performance and conduct management (cl. 28);
 - (l) redundancy (cl. 29);
 - (m) accident pay (cl. 35).

12 Consultative Committee

- 12.1 It is agreed between the parties to this Agreement that a Consultative Committee will be established by the end of Term 1 each School year.
- 12.2 It is agreed that the purpose of the Consultative Committee is as a mechanism by which the Employer and Employees can regularly meet to discuss collective and proactive issues in a manner that is for the betterment of the School community. The forum should not consider individual matters or grievances unless used as an example of broader issues.

- 12.3 The Principal, on behalf of the Employer, shall consult with the Consultative Committee on the following:
- (a) Interpretation of this Agreement and matters arising from the implementation of this Agreement; and
 - (b) Policy development and review for those policies that are outside those defined by legislation and/or contain mandatory requirements.
- 12.4 The Consultative Committee shall comprise the Principal, two members of the School Leadership team, and three Employees elected from and by all Employees who are covered under this Agreement. The Employees should be representative of the various sectors of the School: Junior Teachers, Senior Teachers and a General Staff Employee (as defined in the Agreement).
- 12.5 Once established, the Consultative Committee shall meet once per term or additionally as required. Regular term meeting dates will be included in the Semester meeting schedule.

13 Annual Leave

- 13.1 Annual leave is in accordance with the NES and either cl.21 of the Teachers Award or cl.23 of the General Staff Award, except where the Agreement provides ancillary or supplementary terms.
- 13.2 Instead of the entitlement in the NES and cl.21 of the Teachers Award, a Teacher is entitled to five (5) weeks' annual leave for every 12 months' of continuous service on a pro rata and cumulative basis.
- 13.3 A Teacher must take all accrued annual leave during the Non-term weeks following the end of Term 4, in accordance with cl.21.2 of the Teachers Award. However, a Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the period of Non-term weeks at the end of Term 4, and take the equivalent period of annual leave during other Non-term weeks of the School Year.
- 13.4 Where a Teacher has not accrued sufficient service to be paid for all Non-term weeks, including annual leave, in a School Year, the Teacher will be entitled to unpaid leave and this period of unpaid leave will be counted as service for all purposes of the Agreement.
- 13.5 Instead of the entitlement in the NES and cl.23 of the General Staff Award, the entitlement to annual leave for a General Staff Employee is five (5) weeks' annual leave for every 12 months' continuous service on a pro-rata and cumulative basis.
- 13.6 The Employer:
- (a) may require a General Staff Employee to take annual leave during Non-term weeks;
 - (b) requires a General Staff Employee to take annual leave during the Christmas/New Year shut-down period. Where a General Staff Employee does not have sufficient accrued annual leave to cover the shut-down period, the General Staff Employee is entitled to take leave without pay in accordance with cl.12 of the General Staff Award.

14 Personal/Carer's Leave

- 14.1 Entitlement
Personal/carers' leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 14.2 Paid leave

- (a) An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement.
 - (b) Paid personal leave is taken due to a personal illness or injury.
 - (c) 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 or injury or an unexpected emergency affecting the member.
- 14.3 Amount of paid leave
- (a) Under the Agreement, the NES entitlement is increased to 15 days paid personal/carer's leave for each year of service.
 - (b) Personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work.
- 14.4 Taking leave in advance of accrual
- (a) 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 up to the annual entitlement of 15 days provided that:
 - i. the notice and evidentiary requirements are met, and
 - ii. any paid leave provided in advance of accrual at the time of termination of employment is deducted from the Employee's final payment.
- 14.5 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 Health 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 Health Practitioner or a 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 which would not otherwise require the provision of evidence;
 - iii. the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one School year.

15 Compassionate Leave

- 15.1 Entitlement
- Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 15.2 Accessing leave
- (a) An Employee may take up to three (3) days' paid leave per occasion when:
 - (i) a member of the Employee's Immediate Family or household dies; or
 - (ii) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
 - (iii) the Employee, or the Employee's spouse or de facto partner has a miscarriage.
 - (b) An Employee may take up to two (2) days' paid leave per occasion when a member of the Employee's Immediate Family or household contracts or develops a personal illness or sustains a personal injury, which poses a serious threat to life.

- 15.3 Taking leave
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.
- 15.4 Evidence
If requested by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion as specified in clause 15.2.

16 Community Service Leave

- 16.1 Community service leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.
- 16.2 Jury service leave
- 16.2.1 An Employee who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 16.2.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 16.2.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 16.2.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 16.2.5 Subject to cl.16.2.2, 16.2.3 and 16.2.4, the Employer will pay the Employee's normal salary to the Employee (other than to a fixed-term employee) during the period that the Employee is on jury service leave. The Employee will reimburse the Employer to the value of the payment received from the Court Authority following the Employee's return to work from jury service leave. The Employer will reimburse a fixed-term employee an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

17 Discretionary Leave

- 17.1 An Employee is entitled to request discretionary leave, which is deducted from the Employee's entitlement to personal/carer's leave.
- 17.2 In any School Year, a full-time Employee will be able to access a total of five days as discretionary leave. An Employee who is employed on a part-time basis and/or who gives service for less than the full School Year will have pro rata of five days' discretionary leave.
- 17.3 Discretionary leave is approved at the complete discretion of the Principal.
- 17.4 An Employee must:
- (a) request discretionary leave in writing and provide the reason for requesting leave;
 - (b) make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and
 - (c) take discretionary leave as a full-day or a half-day.

18 Long Service Leave

18.1 Long service leave is provided for in the NES or the *Long Service Leave Act 2018* (Vic) as applicable, except where the Agreement provides ancillary or supplementary terms. Schedule C – Long Service Leave of the Agreement details the NES entitlement.

18.2 At any time after completing seven (7) years of continuous employment, an Employee is entitled to an amount of long service leave equal to 1/40th of the Employee's period of continuous employment less any period of long service leave taken during that period.

18.3 Illness on Long Service Leave

18.3.1 The provisions of this cl.18.3 apply unless there is a different entitlement in Schedule C – Long Service Leave, in the event of an inconsistency Schedule C – Long Service Leave applies.

18.3.2 An Employee who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a Registered Medical Practitioner of the Employer's choice, provided the Registered Medical Practitioner is reasonably accessible to the Employee.

18.3.3 The Employee's application under this clause:

- (i) must be received by the Employer during the period of illness or injury;
- (ii) must be accompanied by a medical certificate from a Registered Medical Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (iii) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

18.4 Arrangements for taking Long Service Leave

18.4.1 A Teacher must take long service leave for a period of one (1) school term, unless otherwise approved by the Principal. A Teacher or is required to take at least one (1) term's long service leave for every ten years of continuous employment.

18.4.2 A General Staff Employee can request to take long service leave for a period of not less than one (1) day. The Employer must grant the request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request.

18.4.3 Where a Teacher applies to take long service leave, the application must be in writing and submitted to the Principal no later than the end of week two of Term 3 in the year before the leave is requested.

18.4.4 Where a General Staff Employee applies to take long service leave, they must provide reasonable notice. The application must be in writing and submitted to the Principal. It is the School's preference that as much notice as possible is given to enable due consideration of the request for leave. Where a General Staff Employee is applying to take long service leave for a period in excess of four (4) weeks, they must provide a minimum of one (1) terms' notice. Where a General Staff Employee is applying to take long service leave for a period of four (4) weeks or less, they must provide a minimum of two weeks' notice.

- 18.4.5 Upon each subsequent period of ten years of continuous employment, a Teacher must take not less than one (1) term of long service leave within two (2) years of completing each subsequent ten year period of continuous employment.
- 18.4.6 Where a Teacher does not have sufficient long service leave to cover the entire term, a period of unpaid leave may be granted by the Principal.

19 Parental Leave

19.1 Relationship with Legislation

Parental leave is as provided by the NES except where the Agreement provides ancillary or supplementary terms.

19.2 Entitlement to unpaid parental leave

- 19.2.1 This clause provides an entitlement to 24 months' unpaid parental leave instead of the entitlement in ss. 70 and 76 of the FW Act.
- 19.2.2 Upon completion of 12 months' continuous service, an Employee who has responsibility for the care of their child is entitled to a total of up to 24 months' unpaid parental leave in relation to the birth or adoption of the child.
- 19.2.3 Where an Employee is a member of an employee couple who are both eligible for unpaid parental leave under the NES, and both members of the employee couple intend to take unpaid parental leave, the entitlement of up to 24 months unpaid parental leave is to be shared between the employee couple.

19.3 Parental Leave and other entitlements

In conjunction with parental leave under the NES, an Employee may access any annual leave or long service leave entitlements which the Employee has accrued, subject to the total amount not exceeding 104 weeks or a longer period as agreed.

19.4 Right to request part time work

- 19.4.1 Subject to cl.19.4.2, an Employee entitled to parental leave under the NES may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child is of school age, to assist the Employee in reconciling work and parental responsibilities.
- 19.4.2 An application pursuant to cl.19.4.1 must be made as soon as possible. An employee must provide four (4) weeks' notice, however, it is the Employer's preference that the request is made at least seven (7) weeks prior to the date upon which the Employee is due to return to work from parental leave. Where it is practicable for the Employee to provide advance notice, this will assist the School in making necessary staffing arrangements should the request be accepted.
- 19.4.3 The Employer shall consider any request made pursuant to cl.19.4.1, having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- 19.4.4 An Employee's request and the Employer's decision must be recorded in writing.
- 19.4.5 Cl.29 – Dispute Resolution in the Agreement does not apply to a request made by an Employee in accordance with cl.19.4.1, or a decision made in response to a request by an Employer in accordance with cl.19.4.3.

20 Paid Parental Leave

20.1 Paid Parental Entitlement

20.1.1 Where an Employee, other than a fixed-term Employee, is granted unpaid parental leave in accordance with cl.19.2 of the Agreement to be the primary caregiver of a child, and where the Employee has completed not less than 12 months' continuous service, the Employee is entitled to be paid parental leave of up to sixteen (16) weeks' pay following the birth or adoption of a child provided the Employee has commenced parental leave. The number of weeks of the parental leave paid to the Employee will be equal to the number of weeks of leave granted to the Employee by the Employer up to a maximum of fourteen weeks.

20.1.2 For the purpose of calculating the payment for cl.20.1.1 and 20.3.1, the salary will be taken as at the time the period of parental leave commenced.

20.1.3 An Employee must have a minimum of a further 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to cl.20.1.1 or 20.3.1

20.1.4 Continuous service for the purposes of this clause means service under an unbroken contract of employment and includes:

- Any period of part-time employment worked at the School;
- Any period of paid leave authorised by the School or by the Awards;
- But does not include any period of employment on a casual basis, and will not include any period of unpaid leave whether approved or otherwise.

20.1.5 Parental leave will be paid at the time that salary is normally paid.

20.2 During the period of time that the Employee is in receipt of the paid parental leave under cl.20.1.1 or 20.3.1, the Employee is entitled to accrue annual leave (pro-rata of five (5) weeks' annual leave), long service leave and personal leave in accordance with the Agreement.

20.3 Paid Partner Leave

20.3.1 Where an Employee, other than a fixed-term Employee, is granted unpaid parental leave in accordance with the NES to be the secondary caregiver of a child, and where the Employee has completed not less than 12 months' continuous service, the Employee is entitled to a period of four (4) weeks' paid partner leave.

20.3.2 Paid partner leave must be taken in a four (4) week block unless otherwise agreed with the Principal. An Employee seeking to access this leave must provide notice of at least one (1) school term.

21 Infectious Diseases Leave

- 21.1 An Employee who is suffering from one of the following infectious diseases will be granted special leave without deduction of pay where the Principal is satisfied on medical advice that the Employee has contracted the disease through a contact at the workplace and the disease is evident in the workplace:
- German measles;
 - Chickenpox;
 - Measles;
 - Mumps;
 - Scarlet fever;
 - Whooping cough;
 - Rheumatic fever; or
 - Hepatitis.
- 21.2 The Employee must, at the request of the Employer, produce a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as reasonably practicable.
- 21.3 An Employee who is suffering from COVID-19 will be granted three (3) days of special leave once per year without deduction of pay where the Principal is satisfied on medical advice that the Employee has contracted the disease through a contact at the workplace and the disease is evident in the workplace. The entitlement to three (3) days special leave will not be cumulative. This clause ceases to apply on 31 January 2026.

22 Examination Leave

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

23 Qualification Conferral Leave

An Employee will be granted leave with pay for up to one (1) day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

24 Family and Domestic Violence Leave

24.1 NES

Unpaid family and domestic violence leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

24.2 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 clause 24.2 (a) includes a former spouse or de facto partner.

24.3 Entitlement to paid and unpaid leave

- (a) Each year, for the purpose of dealing with family and domestic violence, as follows:
- (i) a full-time Employee is entitled to twenty (20) days of paid leave
 - (ii) a part-time Employee is entitled to a total of twenty (20) days of leave comprising paid and unpaid leave. The paid leave entitlement is pro rata of twenty (20) days of paid leave based on the part-time Employee's ordinary hours of work, providing that the part-time Employee receives at least 10 days of paid leave.
- (b) The entitlement in cl. 24.3(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 the Employee may agree that the Employee may take more than twenty days' leave to deal with family and domestic violence.

24.4 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.

24.5 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.

24.6 Notice and evidence requirements

- (a) Notice

An Employee must give the Employer notice of the taking of leave by the Employee under this clause. 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.

(b) Evidence

An Employee who has given the Employer notice of the taking of leave under cl. 24.6(a) 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. 24.4.

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.

24.7 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. 24.6(b) is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in cl. 24.7(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.

24.8 Compliance

An Employee is not entitled to take leave under this clause unless the Employee complies with this clause.

24.9 Interaction with the NES

The paid leave entitlement in cl. 24.3 is inclusive of the paid entitlement under the NES.

25 Tuition Fee Discount

25.1 An Employee, whose time fraction is 0.4 to 1.0 Full Time Equivalent (FTE) and whose child or children attend the School, is entitled to a tuition fee discount of 25 per cent.

25.2 An Employee, whose time fraction is less than 0.4 FTE and whose child or children attend the School, is entitled to a tuition fee discount of 10 per cent.

25.3 Levies are not subject to any discount. Levies include, but are not limited to, the security levy and the co-curricular levy.

25.4 Other services, such as child care and outside school hours care, are specifically excluded from this clause.

25.5 The discount in cl.25.1 or 25.2 cannot be taken in conjunction with fee relief, where an Employee is eligible for fee relief. An Employee may choose to accept the discount or to apply for fee relief at the appropriate application time of each School Year. Either the discount or the fee relief is available, not both.

26 Consultation about Change

26.1 This clause applies if the Employer:

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

Consultation regarding major workplace change

26.2 For a major change referred to in clause 26.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 26.3 to 26.9 apply.

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

26.4 If:

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

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

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

- 26.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 26.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 26.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 26.2(a) and cl. 26.3 and 26.5 are taken not to apply.
- 26.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 26.10 For a change referred to in cl.26.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) cl.26.11 to 26.15 apply.
- 26.11 The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.
- 26.12 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the Representative; the Employer must recognise the Representative.
- 26.13 The Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant Employees:
 - (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).
- 26.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 26.15 The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 26.16 For the purposes of cl.26.11 to 26.15, 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.
- 26.17 However, where a change to the School’s educational timetable directly results in a change:
- (a) to the number of ordinary hours of work of an Employee, or
 - (b) to the spread of hours over which the Employee’s ordinary hours are required to be worked, or
 - (c) to the days over which the Employee is required to work,
- cl.26.11 to 26.15 will apply.

In this clause:

relevant Employees means the Employees who may be affected by a change referred to in cl.26.1.

Definition of consultation

For the purpose of consultation under this clause, the following definition is adopted:

“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)

27 Statement of Service

Upon termination of employment, the Employer will, at the request of the Employee, provide the Employee with a statement of service specifying:

- The period of employment;
- The classification of, or type of work performed by the Employee; and
- Any additional responsibilities or duties, including extra curricula.

28 Performance and Conduct Management

28.1 Application

The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause, where an Employee's employment is terminated during the minimum employment period as set out in the FW Act.

28.2 Performance Management

- (a) Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer 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 concern(s) 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 concern(s).
- (c) Formal performance management meetings will:
 - (i) include discussion of the Employer's concern(s) with the Employee's performance;
 - (ii) give the Employee an opportunity to respond to the Employer's concern(s);
 - (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, after following the procedure in this clause, 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.

28.3 Conduct Management

- (a) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- (b) The Employer will advise the Employee in writing of:
 - (i) the Employer's concern(s) 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 concern(s) not be resolved.
- (c) The formal conduct management meeting(s) will:
- (i) include discussion of the Employer's concern(s) with the Employee's conduct;
 - (ii) give the Employee an opportunity to respond to the Employer's concern(s).
- (d) Concern(s) 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;
 - (iv) other action, appropriate to the situation including concluding the process with no further action.

29 Redundancy

29.1 Redundancy Payment

The following redundancy pay scale will apply instead of the provisions of the NES:

Less than 1 year	1 week
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	8 weeks
4 years but less than 6 years	10 weeks
6 years but less than 8 years	13 weeks
8 years but less than 11 years	16 weeks
11 years and over	1.5 weeks' pay for each completed year of service with a maximum of 25 weeks' pay.

30 Dispute Resolution

30.1 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.

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

30.3 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.

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

30.5 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 arbitrate the dispute and 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.

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

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

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

31 Agreement Flexibility

31.1 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 Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (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.

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

- 31.3 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.
- 31.4 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 31.5 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 31.6 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 FW Act 2009 (Cth)).

32 Vehicle Allowance

Instead of cl.19.5 of the Teachers Award and cl.19.3(d) of the General Staff Award, an Employee required by the Employer to use the Employee's motor vehicle in the performance of the Employee's duties will be reimbursed on a per kilometre basis in accordance with the guidelines issued by the Australian Taxation Office.

33 Meal Allowance

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 6:30p.m. on any day. Where it is impracticable for the School to provide a meal, the Employee will be entitled to a meal allowance of \$25 per occasion. The Employer is not required to provide a meal or pay the allowance to an Employee who could reasonably return home for a meal.

34 No Extra Claims

The Employer and the Employees agree that the salary increase and other improvements in conditions of employment provided for in the Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made prior to the nominal expiry date as set out in cl.5.2 hereof.

35 Accident Pay

35.1 Entitlement

Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Compensation and Rehabilitation Act 2013* (Vic) (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 26 weeks.

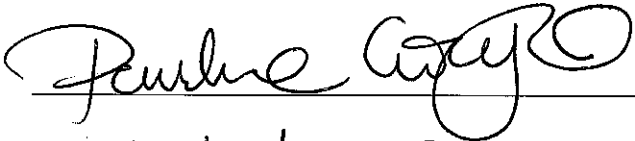

35.2 Accrual of leave entitlements

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

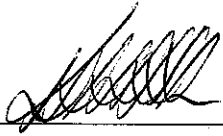
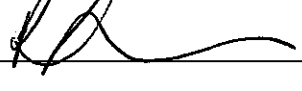
Note: A Teacher does not accrue an entitlement to paid Non-term weeks (excluding the entitlement to annual leave) whilst in receipt of compensation payments.

EXECUTED as an Agreement this 14th day of November 2023.

EMPLOYER REPRESENTATIVE

Signed: 
Date: 14/11/2023
Name in full (printed): PAULINE CUTAJAR
Position title: PRINCIPAL
Authority to sign explained: EMPLOYER REPRESENTATIVE
Address: 3 HOOD CRES
CAULFIELD 3161
Witnessed by: 
Witness name in full: KATE GUIRGUIS
Witness address: 3 HOOD CRESCENT
CAULFIELD 3161

EMPLOYEE REPRESENTATIVE

Signed: 
Date: 14-11-2023
Name in full (printed): KERRIE HIBBARD
Position title: ACCOUNTS PAYABLE
Authority to sign explained: EMPLOYEE REPRESENTATIVE
Address: c/o 3 HOOD CRESCENT
CAULFIELD
Witnessed by: 
Witness name in full: REBECCA ALLAN
Witness address: c/- 3 HOOD CRESCENT
CAULFIELD

Schedule A – Teacher Salaries and Positions of Responsibility

A.1 Teacher Salaries

A.1.1 Salaries for Teachers will be as set out in the following table and will come into effect from the first pay period commencing on or after the specified dates:

LEVEL	1 February 2023	1 July 2023	1 February 2024	1 February 2025
G 1	79,437.00	80,231.00	81,836.00	83,473.00
G 2	82,367.00	83,191.00	84,854.00	86,552.00
A1	85,406.00	86,260.00	87,985.00	89,745.00
A 2	88,557.00	89,443.00	91,232.00	93,056.00
A 3	91,825.00	92,743.00	94,598.00	96,490.00
A 4	95,214.00	96,166.00	98,090.00	100,051.00
A 5	98,727.00	99,714.00	101,709.00	103,743.00
E 1	102,370.00	103,394.00	105,462.00	107,571.00
E 2	106,148.00	107,210.00	109,354.00	111,541.00
E 3	110,065.00	111,166.00	113,389.00	115,657.00
E4	118,966.00	120,156.00	122,559.00	125,010.00

A.1.2 The Teacher salary levels as set out in Sch.A.1.1 of this Schedule A include annual leave loading.

A.2 Casual Teacher Salaries

A.2.1 A casual Teacher will be paid the following (these rates include a loading in lieu of paid leave entitlements), if engaged for less than 5 consecutive days:

- A daily rate of \$420.00, if engaged for a full day.
- A half day rate of \$210.00, if engaged for a half day.

A.2.2 Where a casual Teacher would otherwise be classified at Level 5 under the *Educational Services (Teachers) Award 2020 (Teachers Award)*, and is engaged to work 5 or more consecutive days, they will be paid the minimum rate applicable under the Teachers Award plus \$1.00 in addition to that rate. The Employer will apply the classification provisions under the Teachers Award to determine whether the casual teacher would be classified at Level 5.

A.2.3 A casual Teacher will be paid for a minimum of a half a day.

A.2.4 A casual Teacher who at any time before the commencement of operation of the Agreement has been engaged by the School on a higher rate of pay than that outlined in Sch.A.2.1, will continue

to receive the higher rate of pay on any subsequent engagements after the Agreement comes into operation (or until the rates of pay in Sch.A.2.1 surpass their rate of pay).

A.3 Positions of Responsibility

A.3.1 In addition to the salary payable pursuant to Sch.A.1 of Schedule A, the following annual responsibility allowance will be paid to a Teacher who holds a position of responsibility in the School, effective from the first pay period commencing on or after the specified dates:

Position of Responsibility	1 February 2023	1 July 2023	1 February 2024	1 February 2025
A: Faculty Head	6,602	6,669	6,802	6,938
B: Year Level Coordinators	6,602	6,669	6,802	6,938

A.3.2 The annual allowance in Sch.A.3.1 will be paid in equal installments at the time of salary payment.

A.3.3 The Principal retains the absolute discretion to split the allowances set out in Sch.A.3.1 between different roles.

Schedule B – General Staff Employee Salaries

B.1 General Staff Salaries

B.1.1 Salaries for General Staff Employees will be as set out in the following table and will come into effect from the first pay period on or after:

Level	1 February 2023	1 July 2023	1 February 2024	1 February 2025
1.1	52,547.00	53,072.00	54,134.00	55,216.00
1.2	54,510.00	55,055.00	56,156.00	57,280.00
1.3	56,548.00	57,114.00	58,256.00	59,421.00
2.1	57,073.00	57,643.00	58,796.00	59,972.00
2.2	59,330.00	59,923.00	61,122.00	62,344.00
3.1	61,317.00	61,930.00	63,168.00	64,432.00
3.2	63,685.00	64,322.00	65,608.00	66,920.00
4.1	64,947.00	65,596.00	66,908.00	68,246.00
4.2	65,817.00	66,475.00	67,805.00	69,161.00
4.3	68,023.00	68,703.00	70,077.00	71,479.00
4.4	70,583.00	71,289.00	72,715.00	74,169.00
5.1	74,397.00	75,141.00	76,644.00	78,177.00
5.2	77,620.00	78,396.00	79,964.00	81,563.00
6.1	80,208.00	81,010.00	82,630.00	84,282.00
6.2	82,893.00	83,722.00	85,397.00	87,105.00
7.1	95,084.00	96,035.00	97,955.00	99,915.00
7.2	98,269.00	99,252.00	101,237.00	103,262.00
7.3	101,561.00	102,577.00	104,628.00	106,721.00
8.1	104,964.00	106,013.00	108,134.00	110,296.00

B.1.2 The General Staff Employee salary levels set out in Sch.B.1.1 of this Schedule B include annual leave loading.

B.2 Casual General Staff Salaries

B.2.1 A casual General Staff Employee will be paid 1.00% above the applicable rate under the General Staff Award.

B.2.2 A casual General Staff Employee who at any time before the commencement of operation of the Agreement has been engaged by the School on a higher rate of pay than that outlined in Sch.B.2.1, will continue to receive the higher rate of pay on any subsequent engagements after the Agreement comes into operation (or until the rates of pay in Sch.B.2.1 surpass their rate of pay).

Schedule C – Long Service Leave

C.1 This Schedule provides the entitlements to long service leave under the NES, except where the Agreement provides ancillary or supplementary terms.

C.2 Teacher – School Teacher

A Teacher who would have been employed as a teacher pursuant to the *Victorian Independent Schools – Teachers – Award 1998* (AW802001CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.27 - Long service leave.

Clause 27 – Long service leave

27.1 Preamble

A teacher 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.

27.2 Entitlement

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

27.2.2 A teacher 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.

27.3 Termination of employment

27.3.1 A teacher who has completed more than 10 years' continuous employment with the employer and whose employment is terminated otherwise than by the death of the teacher is entitled to an amount of long service leave equal to one-fortieth of the period of the teacher's continuous employment since the last accrual of entitlement to long service leave under cl.27.2.1 and 27.2.2.

27.3.2 A teacher 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 teacher's continuous employment.

27.3.3 If a teacher 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 teacher in respect of the period of long service not taken to the teacher's personal representative.

27.3.4 Where a teacher 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.27.3.3) will pay to the teacher'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.27.2.2 a sum equal to the amount of the teacher's ordinary pay for a period equaling one fortieth of such fractional period.

27.3.5 Where a teacher 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 teacher's personal representative a sum equal to the amount of

the teacher's ordinary pay for the period equaling one fortieth of the teacher's fractional employment.

27.4 Payment in lieu

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

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

27.5 Illness on long service leave

27.5.1 Subject to the production of a supporting medical certificate, a teacher 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 teacher is entitled to sick leave.

27.5.2 Subject to cl.27.5.1 the teacher's long service leave will be extended by the period of illness.

27.5.3 An exception to cl.27.5.1 is that an employer and a teacher may agree that the teacher will return from long service leave as planned with the period of illness increasing the teacher's accrued long service leave entitlement.

27.6 Mode of employment and payment

27.6.1 A teacher whose service has been

- all full-time or
 - all at the same part-time fraction
- is paid during long service leave at the teacher's normal salary.

27.6.2 Where a teacher's time fraction has varied, salary when proceeding on long service leave is calculated as follows:

(a) Service prior to 1 February 1997

(i) where all service of the teacher has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;

(ii) when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours;

(iii) when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment;

(iv) if a teacher can show that the teacher's average weekly hours over the whole of the teacher's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in

determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

(b) Service from 1 February 1997

A teacher 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 teacher's time fractions over the period of eligible service.

27.7 Exceptions

Despite anything in this clause for the purpose of determining the amount of long service leave or pay in lieu thereof to which a teacher or a teacher's personal representative is entitled in respect of the period of employment commencing on or after 1 January 1965 and ending on 1 January 1980, so much of that period of employment as was commenced before 1 January 1980 will be reduced by one third.

Cl.26 – Personal leave also provides for illness on long service leave as follows:

26.3.4 An employer may require a teacher 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 teacher.

C.4 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.

C.5 General Staff Employee – School Assistant

A General Staff Employee who would have been employed pursuant to the *Victorian Independent Schools – School Assistants – Award 1998* (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.



COPY OF DOCUMENT FILED

Title of Matter: Application by Shelford Girls' Grammar

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

Subject: Application for approval of The Shelford Girls' Grammar Agreement 2023

Matter Number(s): AG2023/4305

In relation to the above matter, please find attached for your information a copy of the document which has been issued by the Fair Work Commission.

PR768652 – Approval Decision

Inquiries:

Any inquiries relating to this notice are to be directed to Jonas Tang
Phone: 03 8656 4503, email: Chambers.Allison.C@fwc.gov.au.

27 NOVEMBER 2023

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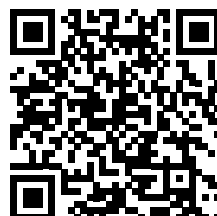
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This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

The IEU is the collective voice and leading advocate for staff in Victorian independent schools. We've achieved higher wages and better conditions, enforceable consultation provisions, paid parental leave, improved employment security and better salaries for Education Support staff.

These wins have come through active member campaigns, Agreement negotiations, and robust enforcement of conditions. We continue to fight to improve the working lives and professional development of teachers and education support staff.

