



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**St John's Greek Orthodox College T/A St John's College Preston**  
(AG2021/9246)

## **ST JOHN'S COLLEGE (TEACHERS) ENTERPRISE AGREEMENT 2021**

Educational services

COMMISSIONER WILSON

MELBOURNE, 3 FEBRUARY 2022

*Application for approval of the St John's College (Teachers) Enterprise Agreement 2021*

[1] An application has been made for approval of an enterprise agreement known as the *St John's College (Teachers) Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St John's Greek Orthodox College T/A St John's College Preston (the Employer). The Agreement is a single enterprise agreement.

[2] The Notice of Employee Representational Rights (NERR) was provided to employees twice, the first NERR being provided to employees within timeframe prescribed by s.173(3) of the Act and the second NERR being provided to employees over a year later. The second NERR was provided out of an abundance of caution by the Employer to ensure it complied with the requirements of the Act. I am satisfied that the provision of the second NERR represents a minor procedural or technical error and therefore, pursuant to s 188(2)(a) of the Act, the agreement has been genuinely agreed to by the employees.

[3] 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.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 February 2022. The nominal expiry date of the Agreement is 3 February 2025.



COMMISSIONER

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# St John's College (Teachers) Enterprise Agreement 2021

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## Part 1 - Application and Operation

### 1. Title

This Agreement is to be known as the *St John's College (Teachers) Enterprise Agreement 2021* (the Agreement) and is a single enterprise agreement made pursuant to s.172(2) of the *Fair Work Act 2009* (Cth) (the 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 day on which the FWC approves the Agreement.

### 3. Definitions and interpretation

<b>Act</b>	means the <i>Fair Work Act 2009</i> (Cth) or its successor
<b>Award</b>	means the <i>Educational Services (Teachers) Award 2020</i> or its successor
<b>Employer</b>	means the St John's College ABN 65 064 790 343
<b>Five year trained teacher</b>	means a teacher who has completed an undergraduate degree or a degree in education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching
<b>Four year trained teacher</b>	means a teacher: <ul style="list-style-type: none"><li>• who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university; or</li><li>• who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching.</li></ul>
<b>FWC</b>	means the Fair Work Commission or its successor

<b>Immediate family</b>	<p>means</p> <ul style="list-style-type: none"> <li>• a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Teacher, or</li> <li>• a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Teacher,</li> </ul> <p>where:</p> <ul style="list-style-type: none"> <li>• a de facto partner of a Teacher means a person who, although not legally married to the Teacher, lives with the Teacher in a relationship as a couple on a genuine domestic basis (whether the Teacher and the person are of the same sex or different sexes)</li> <li>• a child means an adopted child, a stepchild or an ex-nuptial child of the Teacher or of the Teacher's spouse or de facto partner</li> </ul>
<b>Medical Practitioner</b>	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
<b>NES</b>	means the National Employment Standards as contained in Part 2-2 of the Act
<b>Non-term weeks</b>	means weeks, or part thereof, in the School year other than term weeks and includes periods designated as school holidays for students
<b>Permission to Teach Teacher</b>	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 Teacher of Part 2.6 of Chapter 2 of the <i>Education and Training (Victoria Reform Act 2006 (Vic.)</i> or its successor and is engaged to undertake the duties of a Teacher, which includes the delivery of the Employer's educational program and the assessment of student participation in the educational program in the Junior School and Senior School but does not include a person employed in the Saturday School Program
<b>Principal</b>	means the Principal of St John's College or his other nominee
<b>Saturday School Program</b>	means the program which includes, but is not limited to, Modern Greek language classes and cultural activities
<b>School year</b>	means the period of 12 months commencing from the day that Teachers are required to attend the school for the new educational year, as determined by the school, and includes Term weeks and Non-term weeks

<b>Standard rate</b>	means the annual salary applicable to Level 1 for a Teacher
<b>Teacher</b>	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) (or its successor) and is employed by the Employer to teach the educational program in the Junior School and Senior School. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called or a person employed in the Saturday School Program
<b>Term weeks</b>	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 school calendar of the school
<b>Victorian Institute of Teaching</b>	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
<b>WIRC Act</b>	Means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor

#### 4. Coverage

4.1 This Agreement covers:

- (a) the Employer; and
- (b) Teachers.

4.2 This Agreement does not cover:

- (a) a Principal;
- (b) a Deputy Principal by whatever name called;
- (c) a Business Manager
- (d) a member of a recognised religious teaching order and/or Minister of Religion (other than a Teacher who is not engaged in that a capacity) or a person engaged for the purpose of religious instruction, supervision of prayers, or to undertake other religious duties of a non-teaching nature;
- (e) an employee covered by the *Educational Services (Schools) General Staff Award 2020*;
- (f) an employee working in the Saturday School Program.

## **5. Relationship to Awards**

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to Teachers covered by this Agreement including but not limited to the Award.

## **6. No extra claims**

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

## **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 a Teacher 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 a Teacher 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. allowances;
    - iii. leave loading; and
  - (b) the arrangement meets the genuine needs of the Employer and the Teacher in relation to one or more of the matters mentioned in paragraph (a);
  - (c) the arrangement is genuinely agreed to by the Employer and the Teacher. An agreement under this clause can only be entered into after the individual Teacher 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 Teacher being better off overall at the time the agreement is made than the Teacher 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 the Teacher; and
  - (c) is signed by the Employer and the Teacher and if the Teacher is under 18 years of age, signed by a parent or guardian of the Teacher; 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 Teacher 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.
- 8.4 The Employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The Employer or the Teacher 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 the Teacher 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 Teacher or the Employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

## 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 Teachers; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Teachers.

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

#### Consultation regarding major workplace change

- 9.2 For a major change referred to in cl.9.1(a):
- (a) the Employer must notify the relevant Teachers of the decision to introduce the major change; and
  - (b) cl.9.3 to 9.9 apply.

- 9.3 The relevant Teachers may appoint a representative for the purposes of the procedures in this clause.
- 9.4 If:
- (a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation, and
  - (b) the Teacher or Teachers advise the Employer of the identity of the representative,
- the Employer must recognise the representative.
- 9.5 As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant Teachers:
    - i. the introduction of the change; and
    - ii. the effect the change is likely to have on the Teachers; and
    - iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Teachers; and
  - (b) for the purposes of the discussion- provide, in writing, to the relevant Teachers:
    - 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 Teachers; and
    - iii. any other matters likely to affect the Teachers.
- 9.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.
- 9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Teachers.
- 9.8 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 cl.9.2(a) and cl.9.3 and 9.5 are taken not to apply.
- 9.9 In this clause, a major change is likely to have a significant effect on Teachers if it results in:
- (a) the termination of the employment of Teachers; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Teachers; 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 Teachers; or
- (f) the need to relocate Teachers to another workplace; or
- (g) the restructuring of jobs.

**Consultation about changes to regular roster or hours of work**

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

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

9.11 The relevant Teachers may appoint a representative for the purposes of the procedures in this clause.

9.12 If:

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

the Employer must recognise the representative.

9.13 The Employer must:

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

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

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

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

- (a) may operate on a term, semester or a School year basis, and
- (b) ordinarily changes between one period of operation and the next, and

- (c) may change during the period of operation,  
is not a regular roster.

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

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

cll.9.11 to 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 However, a dispute cannot be referred to the FWC if the dispute is in relation to a contravention (or alleged contravention) of subsection 65(5) or 76(4) of the Act.

**Note:** Subsections 65(5) and 76(4) state that an employer may refuse a request for flexible working arrangements, or an application to extend unpaid parental leave, only on reasonable business grounds.

10.3 A Teacher who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause. The Employer will recognise the Teacher's appointed representative.

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

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

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

- (a) the FWC will first attempt to resolve the dispute using one of 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. in relation to the NES, arbitrate the dispute, or
  - ii. in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties, and make a determination that is binding on the parties.

*Note: If 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.*

- 10.7 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) a Teacher 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) a Teacher 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 Teacher to perform; or
    - iv. there are other reasonable grounds for the Teacher 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.

## **Part 3 - Conditions of Employment**

### **11. Minimum employment period**

- 11.1 A Teacher's employment is contingent upon the satisfactory completion of a minimum employment period of six months.
- 11.2 If the Employer is to terminate the employment of a Teacher during the first six months of the Teacher's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or cl.23 - Performance and conduct management.

### **12. Annual leave**

- 12.1 Annual leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 12.2 Clause 34 - Pro rata payment of salary inclusive of annual leave loading provides further details on conditions related to annual leave entitlements for Teachers, other than casual Teachers.
- 12.3 **Timing of annual leave**

A Teacher must take annual leave during Non-term weeks. Leave must generally be taken in the four-week period immediately following the final term week of the current School year, unless otherwise agreed with the Employer.

12.4 **Crediting of annual leave**

A Teacher may take annual leave re-credited in accordance with the NES only during Non-term weeks as directed by the Employer.

**13. Personal/carer's leave**

- 13.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 13.2 A Teacher, other than a casual Teacher, is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- 13.3 For a full-time Teacher the personal/carer's leave entitlement equates to 15 days per year of service. A part-time Teacher is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.
- 13.4 Personal/carer's leave accrues progressively during a year of service according to the Teacher's ordinary hours of work.
- 13.5 Paid personal leave is taken due to a personal illness or injury.
- 13.6 Paid carer's leave is taken to provide care or support to a member of the Teacher's Immediate family or a member of the Teacher's household, who requires care or support because of a personal illness or injury or an unexpected emergency affecting the member.
- 13.7 Where the Teacher has exhausted the paid personal/carer's leave entitlement, the Teacher 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 Teacher.
- 13.8 A casual Teacher 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 Teacher.
- 13.9 **Notice and evidentiary requirements**
- (a) A Teacher must notify the Employer of the Teacher's absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of a personal illness or injury or to provide care or support to a member of the Teacher's Immediate family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- (b) A Teacher is entitled to personal/carer's leave provided that:
- i. the Teacher produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence of more than two consecutive days;
  - ii. the Teacher provides a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence continuous with a public holiday or a school determined religious holiday to which the

Teacher is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;

- iii. the Teacher produces a medical certificate from a Medical 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.

## **14. Compassionate leave**

- 14.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 14.2 A Teacher, other than a casual Teacher, may take:
  - (a) up to two days' paid leave per occasion when a member of the Teacher's Immediate family or household dies; or
  - (b) up to two days' paid leave per occasion when a member of the Teacher's Immediate family or household contracts or develops a personal injury or illness that poses a serious threat to life.
- 14.3 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 Teacher.
- 14.4 The Teacher is entitled to compassionate leave only if the Teacher gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

## **15. Community service leave**

- 15.1 Community service leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 15.2 **Jury service leave**
  - (a) A Teacher 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.
  - (b) A Teacher must notify the Employer as soon as possible of the date upon which the Teacher is required to attend for jury service.
  - (c) A Teacher 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.
  - (d) The Teacher 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.
  - (e) Subject to cl.15.2(b), (c) and (d), the Employer will reimburse a Teacher granted leave pursuant to cl. 15.2(a) an amount equal to the difference between the amount paid in respect of the Teacher's attendance for such jury service

and the amount of salary the Teacher would have received had the Teacher not been on jury service.

## **16. Public holidays**

16.1 Public holidays are as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

### **16.2 Substitution of public holidays**

The Employer may substitute a public holiday or part holiday for another day or part day to be taken during term weeks in the School year.

## **17. Long service leave**

17.1 Long service leave is as provided by the NES except where this Agreement provides ancillary or supplementary terms.

17.2 Schedule D - Long Service Leave to this Agreement provides information about the entitlement to long service leave.

### **17.3 Applications for long service leave**

- (a) Applications for long service leave must be for a period of not less than one term.
- (b) A Teacher may apply for a period of long service leave of less than one term on compassionate grounds, provided that the Teacher makes that application in writing to the Principal at least 12 weeks' in advance of the proposed commencement date of the long service leave.
- (c) An application is granted at the discretion of the Principal after considering the operational, business and VCE requirements of the school. Any application for a period of long service leave will be considered by the Principal on a case-by-case basis.
- (d) Other than as set out in (b) above, applications must be in writing and submitted to the Principal at least one year before the proposed commencement date of the long service leave.
- (e) A Teacher may apply for leave without pay in conjunction with long service leave where a Teacher does not have an amount of accrued long service leave equaling one term.
- (f) A Teacher may apply to take their pro-rata long service leave entitlement to long service leave upon completion of seven years of continuous employment.

## **18. Parental leave**

### **18.1 NES**

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



## 18.2 Parental Leave Period - increase in entitlement

- (a) Instead of the entitlement in ss.70 and 76 of the Act, upon the completion of 12 months of continuous service with the Employer a Teacher is entitled to take up to two (2) years' unpaid parental leave where they have responsibility for the care of the child, subject to:
  - i. clause 18.3;
  - ii. any unpaid parental leave that the other member of the employee couple has taken (where the Teacher is a member of an employee couple); and
  - iii. any concurrent leave taken.

## 18.3 Variation of period of parental leave

- (a) Subject to the relevant provisions of the NES, where a Teacher elects to take an initial period of parental leave of up to one (1) year, the Teacher:
  - i. may extend the period of parental leave once by giving the Employer 4 weeks' written notice before the end of the initial period stating the period by which the leave is extended (up to a maximum two (2) years in total); and
  - ii. may further extend the period of parental leave (up to a maximum of two (2) years in total) only by agreement with the Employer.
- (b) Subject to the relevant provisions of the NES, where a Teacher elects to take an initial period of parental leave which is greater than one (1) year but less than two (2) years, the Teacher:
  - i. may extend the period of parental leave once by giving the Employer 4 weeks written notice before the end of the initial period stating the period by which the leave is extended (up to a maximum two (2) years in total); and
  - ii. may further extend the period of parental leave (up to a maximum of two (2) years in total) only by agreement with the Employer.

18.4 The total period of parental leave, including any extension/s in accordance with clause 18.3, any unpaid parental leave taken by the other member of the employee couple (if applicable) and any concurrent leave, must be no more than two (2) years.

## 19. Paid parental leave

### 19.1 Application

- (a) This clause does not apply to a casual or fixed-term Teacher.
- (b) This clause applies to a full-time or part-time Teacher who is entitled to, and takes, unpaid parental leave in accordance with the NES and cl. 18 - Parental leave.
- (c) The payments in cl.19.2 and 19.3:
  - i. are not payable during a period of paid leave;
  - ii. are paid at the Teacher's ordinary rate of pay; and

- iii. are payable to one Teacher only, where the Employer employs both parents of the child.

## 19.2 Birth-related leave and adoption-related leave

- (a) A Teacher will be entitled to:
  - i. fourteen weeks of leave with pay for birth-related leave; or
  - ii. four weeks of leave with pay for adoption-related leave, to be responsible for the care of the child.
- (b) The payments in clause 19.2(a) are payable either within the first 14 weeks from the date of the birth of a child or within the first 4 weeks from the date of the placement of a child.
- (c) If the Teacher takes less than the leave with pay set out in cl.19.2(a) for birth-related leave or adoption-related leave, the Teacher will be paid for the period of leave taken.
- (d) The periods of leave with pay set out in cl.19.2(a) comprise the paid birth-related leave or adoption-related leave and the non-term weeks inclusive of annual leave that accrue during the paid birth-related leave or adoption-related leave. Personal/carer's leave and long service leave will accrue for the period of the paid birth-related leave or adoption-related leave.
- (e) A Teacher must have completed a minimum of 12 months' continuous service, when returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.

## 19.3 Partner leave

A Teacher, who is eligible for and takes at least one (1) week of concurrent leave in accordance with the NES, will be entitled to one (1) week of paid leave.

## 20. Family violence leave

### 20.1 Definition

For the purpose of this clause, family violence is defined by the *Family Violence Protection Act 2008 (Vic)* (FVP Act). Under the FVP Act, the definition of family violence is behaviour by a person towards a family member of that person if that behaviour:

- (a) is abusive (physical, sexual, emotional or psychological, or economic), threatening, coercive or in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (b) causes a child to hear or witness, or to otherwise be exposed to the effects of behaviour described above.

### 20.2 Leave entitlement

- (a) A Teacher, other than a casual Teacher, subject to family violence is entitled to five days per year of paid family violence leave for the purpose of:

- i. attending legal proceedings, counselling, appointments with a medical or legal practitioner;
  - ii. relocation or making other safety arrangements; or
  - iii. other activities reasonably associated with the experience of family violence.
- (b) Family violence leave may be taken as consecutive or single days, including half days.
- (c) Family violence leave is not cumulative from year to year.

### **20.3 Notice and Evidentiary Requirements**

- (a) The Teacher shall give notice to the Principal as soon as reasonably practicable of the Teacher's request to take family violence leave.
- (b) The Teacher must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 20.1. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the Teacher may provide a statutory declaration. Alternatively, the Principal may refer the Teacher to an external consultant of the Employer's choice and the external consultant will provide the Employer with documentary evidence.
- (c) The Employer will not place the documentary evidence provided under clause 20.3(b) on the Teacher's file, unless expressly permitted by the Teacher. Instead, the Employer may place a note on the Teacher's file confirming:
- i. the dates that family violence leave was taken; and
  - ii. that documentary evidence was sighted by the Employer.
- (d) Personal information provided by the Teacher to the Employer concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary for operational reasons.

## **21. Leave without pay**

A Teacher may apply for leave without pay which may be granted at the discretion of the Principal. A Teacher agrees that entitlements under this Agreement do not accrue during any period of leave without pay in excess of two (2) Term weeks.

## **22. Withholding of monies**

If a Teacher fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the Teacher on termination under this Agreement, an amount not exceeding 2 weeks' pay.

## **23. Performance and conduct management**

### **23.1 Application**

The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause:

- (a) where a Teacher's employment is terminated during the minimum employment period pursuant to cl.11 - Minimum employment period; or
- (b) for a casual Teacher.

### **23.2 Performance Management**

- (a) Where the Employer is considering termination of employment for reasons related to the Teacher's performance, the Employer will implement the procedure in this clause.
- (b) A formal performance management procedure will commence with the Employer advising the Teacher in writing of:
  - i. the Employer's concern(s) with the Teacher's performance;
  - ii. Where the concerns involve CCYP matters, confirmation of which of the following two methods of meeting will be used:
    - (A) By video; or
    - (B) In person;and the time, date and place of the meeting to discuss the Teacher's performance;
  - iii. Other than where the concerns involve CCYP matters, confirmation of which of the following two methods of communication will be used:
    - (A) Where the Employer decides that a meeting will be held via video or in person:
      - The time, date and place of the first formal meeting to discuss the Teacher's performance; or
    - (B) Where the Employer decides that the communication will be in writing rather than a meeting:
      - The time by which the Teacher is to provide their response.
  - iv. the Teacher's right to be accompanied by a nominee of the Teacher's choice at all meetings scheduled to discuss the Teacher's performance, or where the communication is in writing rather than a meeting, the Teacher's right to be advised by a person of the Teacher's choice;
  - v. the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (c) Formal performance management meetings that are held in person or by video will:
  - i. include discussion of the Employer's concern(s) with the Teacher's

- performance;
  - ii. give the Teacher an opportunity to respond to the Employer's concern(s);
  - iii. include discussion of any counselling or assistance, where appropriate, available to the Teacher;
  - iv. include documentation, where appropriate;
  - v. set periods of review, as appropriate.
- (d) Formal performance management conducted via written communication rather than by a meeting will:
- i. include communication of the Employer's concern(s) with the Teacher's performance;
  - ii. give the Teacher an opportunity to respond to the Employer's concern(s);
  - iii. include communication of any counselling or assistance, where appropriate, available to the Teacher;
  - iv. include documentation, where appropriate;
  - v. set periods of review, as appropriate.
- (e) If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Teacher, then the Employer will give the required period of notice or payment in lieu of notice.

### 23.3 **Conduct Management**

- (a) Where the Employer is considering termination of employment for reasons related to a Teacher's conduct, the Employer will implement the procedure in this clause.
- (b) The Employer will advise the Teacher in writing of:
- i. the Employer's concern(s) with the Teacher's conduct;
  - ii. Where the concerns involve CCYP matters, confirmation of which of the following two methods of meeting will be used:
    - (A) By video; or
    - (B) In person;
 and the time, date and place of the meeting to discuss the Teacher's conduct;
  - iii. Other than where the concerns involve CCYP matters, confirmation of which of the following two methods of communication will be used:
    - (A) Where the Employer decides that a meeting will be held via video or in person:
      - The time, date and place of the meeting to discuss the Teacher's conduct; or
    - (B) Where the Employer decides that the communication will be in

writing rather than a meeting:

- The time by which the Teacher is to provide their response.
  - iv. the Teacher's right to be accompanied by a nominee of the Teacher's choice at any meeting scheduled to discuss the Teacher's conduct or where the communication is in writing rather than a meeting, the Teacher's right to be advised by a person of the Teacher's choice;
  - v. the Employer's right to terminate the Teacher's employment should the Employer's concern(s) not be resolved.
- (c) The formal conduct management meeting(s) that are held in person or by video will:
- i. include discussion of the Employer's concern(s) with the Teacher's conduct;
  - ii. give the Teacher an opportunity to respond to the Employer's concern(s).
- (d) The formal conduct management meeting(s) that are conducted via written communication rather than by a meeting will:
- i. include communication of the Employer's concern(s) with the Teacher's conduct; and
  - ii. give the Teacher an opportunity to respond to the Employer's concern(s).
- (e) Concern(s) with a Teacher's conduct may be resolved by:
- i. summary dismissal, where the Teacher 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 Teacher with a warning or a final warning in writing;
  - iii. terminating the employment of the Teacher in accordance with the relevant notice provision;
  - iv. other action, appropriate to the situation.

## 24. Redundancy

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

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	8 weeks
4 years and less than 5 years	10 weeks
5 years and less than 6 years	12 weeks
6 years and less than 7 years	14 weeks
7 years and less than 8 years	16 weeks

8 years and less than 9 years	18 weeks
9 years and less than 10 years	18 weeks
10 years and over	20 weeks

#### 24.2 **Transfer to lower paid duties**

Where a Teacher is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Teacher would have been entitled to under the NES 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.

#### 24.3 **Teacher leaving during notice period**

A Teacher given notice of termination in circumstances of redundancy may terminate their employment during the NES period of notice. The Teacher 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.

#### 24.4 **Job search entitlement**

- (a) A Teacher 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) At the request of the Employer, the Teacher must produce proof of attendance at an interview.
- (c) This entitlement applies instead of cl.36.4.

#### 24.5 **Part-time Teachers**

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

### 25. **Payment of salary**

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

### 26. **Superannuation**

#### 26.1 **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 Teachers. Under superannuation legislation, individual Teachers generally have the opportunity to choose their own superannuation fund. If a Teacher does not choose a superannuation fund, any MySuper compliant superannuation fund selected by the

Employer applies.

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

#### 26.2 **Employer contributions**

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

#### 26.3 **Voluntary Teacher contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, a Teacher may, in writing, authorise the Employer to pay on behalf of the Teacher a specified amount from the post-taxation wages of the Teacher into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl.26.2.
- (b) A Teacher may adjust the amount the Teacher has authorised the Employer to pay from the wages of the Teacher from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under cl.26.3(a) or 26.3(b) no later than 28 days after the end of the month in which the deduction authorised under cl.26.3(a) or 26.3(b) was made.

#### 26.4 **Superannuation fund**

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in cl.26.2 to another superannuation fund that is chosen by the Teacher, the Employer must make the superannuation contributions provided for in cl.26.2 and pay the amount authorised under cl.26.3(a) and 26.3(b) to one of the superannuation funds set out in the Award, provided that the Employer is not required to become a participating employer.

### 27. **Accident pay**

- 27.1 Where a Teacher, other than a casual Teacher, is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (WJRC Act), the Employer must pay to the Teacher the difference between such weekly payments and the normal remuneration of the Teacher for a period or periods in the aggregate of 39 weeks, but only for so much of that period as the Teacher remains employed by the Employer.
- 27.2 If a Teacher is absent from work because of a personal illness or injury, for which the Teacher is receiving compensation payments pursuant to the WJRC Act, then the Teacher does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
- Non-term weeks, including annual leave; or
  - paid personal/carer's leave.



- 27.3 If, during the period of operation of this Agreement, Victorian or Federal Government legislation is implemented which requires the Employer to pay accident make-up pay, then the Employer will pay accident make-up pay in accordance with the legislation. The payment required under cl.27.1 will be offset against any legislated requirements.

## **28. Types of employment**

- 28.1 Teachers will be employed in one of the following categories:

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

### **28.2 Terms of engagement**

- (a) On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the classification and rate of salary applicable on commencement, and details for how the annual leave loading will be paid.
- (b) For a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the school and that the Teacher's extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.
- (c) Where the Employer engages the Teacher on a fixed-term basis, the letter of appointment will state the reason the employment is fixed-term, and the period of the employment.

### **28.3 Full-time employment**

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

### **28.4 Part-time employment**

- (a) A part-time Teacher is engaged to work on a regular basis for not more than 90% of the hours of a full-time Teacher in the school.
- (b) Where the Employer requires a part-time Teacher to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered full-time and remunerated accordingly.
- (c) Where the Teacher requests to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered part-time and paid for the actual hours worked.
- (d) A part-time Teacher 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 Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the school.

- (e) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.
- (f) The Employer may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven weeks' notice in writing, or where the change would result in a reduction in salary, the salary is maintained for a period of seven weeks.
- (g) If a part-time Teacher's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of cl. 24 - Redundancy.

#### **28.5 Casual employment**

- (a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive Term weeks.
- (b) A casual Teacher may be engaged for a period of up to one school term.
- (c) The rates of pay for a casual Teacher are contained in Schedule B - Teacher Salaries.
- (d) A casual Teacher is not entitled to any of the following benefits under this Agreement:
  - i. notice of termination of employment;
  - ii. redundancy;
  - iii. annual leave;
  - iv. remuneration packaging;
  - v. annual leave loading;
  - vi. paid personal/carer's leave;
  - vii. paid compassionate leave;
  - viii. family violence leave;
  - ix. paid parental leave;
  - x. accident pay; and
  - xi. pro rata payment of salary inclusive of annual leave.

#### **28.6 Fixed-term employment**

- (a) A Teacher may be employed for a fixed period of time up to 12 months to:
  - i. undertake a specified project for which funding has been made available;
  - ii. undertake a specified task which has a limited period of operation; or
  - iii. replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School year. Provided that where the replacement arrangement extends

beyond 12 months, the fixed term employment may be extended by a further period to cover the absence.

- (b) A fixed-term Teacher is not entitled to paid parental leave under cl.19 of this Agreement.

## **29. Ordinary hours of work**

- 29.1 This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 29.2 Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher may be averaged over a 12 month period.
- 29.3 The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend during periods when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- 29.4 The maximum number of days that the Teacher will be required to attend during Term weeks and Non-term weeks will be 205 in each School year.
- 29.5 The following circumstances are not included when calculating the 205 attendance days in the ordinary hours of work for a Teacher:
  - (a) co-curricular activities that are conducted on a weekend;
  - (b) school-related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
  - (c) when the Teacher appointed to a leadership position is performing duties in Non-term weeks that are directly associated with the leadership position; and
  - (d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which a Teacher may be recalled performing duties relating to their position.
- 29.6 For the school years 2022 to 2024, in relation to teachers who only have face to face primary teaching classes, the total number of face to face teaching hours shall not exceed 22.5 hours per week, including the subject known as "pastoral care" and excluding: yard duty; extras; prayer/preparation/morning assembly; and any situations of lawful and reasonable directions, such as for example essential cover to ensure the College fulfills its duty of care obligations.
- 29.7 For the school years 2022 to 2024, the total number of school events Outside School Hours during Term and Non-term weeks in a school year will not exceed 7 school events for a Teacher.

For the purposes of this clause 29.6:

- (a) "Outside School Hours" means from 4:30pm Monday to Friday, and any time on Saturday and Sunday;
- (b) The 7 school events Outside of School Hours:
  - i. are not included when calculating the 205 attendance days; and
  - ii. do not include days covered by clauses 29.5(a) and (b).

- 29.8 Generally, the Employer will provide written notice of the Term weeks and days in Non-term weeks on which the Teachers are required to attend, six months in advance of the requirement to attend.
- 29.9 The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the School year or a proportion of the School year. The Teacher's absence from school during Non-term weeks is deemed to include their entitlement to annual leave.

### **30. Breaks**

- 30.1 A Teacher will be entitled to an unpaid meal break of not less than 30 consecutive minutes, which commences no later than five hours after the Teacher commenced work on that day.
- 30.2 The exception to cl.30.1 is where a Teacher is required to undertake student supervision duties during the meal break, the meal break will be not less than 20 minutes.

### **31. Classifications**

The Employer will classify a Teacher in accordance with Schedule A - Teacher Classifications.

### **32. Salary**

The minimum rates of pay for a full-time Teacher are provided by Schedule B Teacher Salaries.

### **33. Allowances**

Schedule C Teacher Allowances specifies the allowances available under this Agreement.

### **34. Pro rata payment of salary inclusive of annual leave**

- 34.1 This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.
- 34.2 The provisions of this clause will apply:
- (a) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or
  - (b) in the calculation of payment in regard to pro rata salary if:
    - i. a Teacher commenced employment after the school service date;
    - ii. a Teacher has taken leave without pay of more than two Term weeks since the school service date; or

- iii. the hours which a Teacher has worked at the school have varied since the school service date.

### 34.3 Termination of employment

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

### 34.4 Teachers who commence employment after the commencement of the School year

A Teacher who commences employment after the usual date of commencement at a school in any School year, will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to this clause at the end of the School year and will not receive any salary or other payment until the commencement of the next School year.

### 34.5 Teachers who take approved leave without pay

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

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

If the Teacher returns early from leave any payment under this clause will be taken into account in calculating the amount owed to the Teacher at the end of the School year.

### 34.6 Calculation of payments

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

where

- P is the payment due
- s is the total salary paid in respect of Term weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.
- b is the number of Term weeks, or part thereof in the School year
- c is the number of Non-term weeks, or part thereof, in the School year

- d is the salary paid in respect of Non-term weeks (or part thereof) in the School year that have occurred since the school service date or date of employment in circumstances where the Teacher commenced employment after the school service date.

34.7 For the purpose of this clause:

- (a) **school service date** means the date from which Teachers are paid at the commencement of the School year in their first year of service with the Employer;
- (b) **Teacher** means a Teacher other than a casual Teacher;
- (c) any period of paid birth-related or adoption-related leave is not included in the calculation of 's' or 'd' in this formula.

34.8 The formula in cl.34.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the school, in which the formula is applied.

### **35. Annual leave loading**

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

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

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

35.3 **Leave loading is to be calculated using the following formula:**

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

### **36. Termination of employment**

36.1 **NES notice of termination**

Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES.

36.2 **Notice of termination by the Employer**

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

36.3 **Notice of termination by a Teacher**

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

of the Employer.

#### **36.4 Job search entitlement**

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

#### **36.5 Statement of service**

Upon the termination of employment of a Teacher, the Employer will provide upon the request of the Teacher, a statement of service setting out:

- (a) the commencement and cessation dates of employment; and
- (b) for a casual Teacher, the number of days of duty worked by the Teacher during the period of the engagement.

#### **36.6 Payment on termination of employment**

- (a) The Employer must pay a Teacher no later than 7 days after the day on which the Teacher's employment terminates:
  - i. the Teacher's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
  - ii. all other amounts that are due to the employee under this Agreement and the NES.
- (b) The requirement to pay wages and other amounts under this clause is subject to:
  - i. further order of the Commission in the case of a s.120 application; and
  - ii. the Employer making deductions authorised by this Agreement or the Act or applicable State long service leave legislation.

### **37. Remuneration packaging**

- 37.1 Upon receiving a written election for a remuneration packaging arrangement from a Teacher and provided there is no additional cost to the Employer, the Employer is prepared to offer the Teacher the opportunity to receive part of the Teacher's remuneration in the form of non-cash benefits in line with legislation and the Australian Taxation Office rulings until otherwise advised.
- 37.2 The arrangement between the Teacher and the Employer in relation to remuneration packaging will be entered into by way of subsidiary written arrangement varying the Teacher's conditions of employment.

## **Schedule A-Teacher Classifications**

### **A.1 Duties of a Teacher**

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

### **A.2 Recognition of previous service**

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

**A.2.2** Service as a part-time Teacher will normally accrue on a pro rata basis, according to the percentage of a full-time teaching load undertaken in any year.

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

### **A.3 Evidence of qualifications**

The Employer may require that the Teacher provide documentary evidence of qualifications and teaching experience. The Employer may decline to recognise the relevant qualification or experience until such evidence is provided.

### **A.4 Progression**

**A.4.1** A Permission to Teach Teacher will not be paid less than Level 1 of the salary scale in Schedule B - Teacher Salaries. Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

**A.4.2** A Teacher who is a Four year trained teacher or a Five year trained teacher will commence on Level 1 of the salary scale in Schedule B - Teacher Salaries and progress according to normal years of service to Level 11 of the scale.



## Schedule B-Teacher Salaries

### B.1 Annual rate of pay

- (a) The annual salary for a full-time Teacher will be determined in accordance with cl.31 - Classifications and the table below.

The following annual salary for a full-time Teacher applies from the first pay period commencing on or after:

Level	As at 01/10/2020	24/01/2022	24/01/2023	24/01/2024
1	\$72,058	\$73,499	\$74,969	\$76,468
2	\$74,717	\$76,211	\$77,735	\$79,290
3	\$77,474	\$79,023	\$80,603	\$82,216
4	\$80,332	\$81,938	\$83,577	\$85,248
5	\$83,297	\$84,962	\$86,662	\$88,395
6	\$86,370	\$88,097	\$89,859	\$91,656
7	\$89,557	\$91,348	\$93,175	\$95,038
8	\$92,862	\$94,719	\$96,613	\$98,545
9	\$96,289	\$98,214	\$100,179	\$102,182
10	\$99,842	\$103,365	\$105,443	\$107,541
11	\$108,003	\$110,163	\$112,366	\$114,613

### B.2 Weekly rate of pay

The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.

### B.3 Annual Leave Loading

The annual salaries in Sch.B.1 do not include annual leave loading.

### B.4 Part-time Teacher

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of cl.28.4.

**B.5 Casual Teacher**

**B.5.1** The rate of pay payable to a casual Teacher will be:

- (a) Level 3 in clause 14 of the Award as at January 2022 where the Teacher is engaged for less than five consecutive days; or
- (b) Level 5 in clause 14 of the Award as at January 2022 where the Teacher is engaged for five or more consecutive days, calculated in accordance with the table below:

**Full day** Weekly rate calculated in accordance with the applicable rate under the Award divided by 5 plus 25%

**Half day** Weekly rate calculated in accordance with the applicable rate under the Award divided by 10 plus 25%

**B.5.2** A casual Teacher will be paid for a minimum of half a day; where a day is the usual required attendance time for a Teacher at the school and a half day is half the usual required attendance time.

## **Schedule C-Teacher Allowances**

### **C.1 Leadership allowance**

#### **C.1.1 Eligibility**

- (a)** A leadership 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 Teachers by the Employer.
- (b)** An allowance is linked to a position of leadership rather than tied to an individual Teacher.
- (c)** The Principal of the school determines who holds a position that is eligible for a leadership allowance.

#### **C.1.2 Notification**

- (a)** The Principal will provide written advice to a Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.
- (b)** The Principal will advise the Teacher of the level to which the position equates.

#### **C.1.3 Level of responsibility**

The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows:

Level 1	Positions of leadership such as responsibility for the management of a major department or a pastoral care or educational leadership position of equivalent status.
Levels 2 and 3	Positions of leadership such as small learning area department heads, additional responsibilities such as co-ordination of a school publication, sports co-ordinator or similar responsibilities.

**C.1.4** The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised, whether, administrative, pastoral care or educational leadership, with Level 1 being the most significant level of responsibility.

#### **C.1.5 Amount**

- (a)** The amount of the allowances will be determined by the Principal but will not be less than the applicable allowances contained in clause 19.3(g)(i) of the Award as at January 2022, for Levels 1, 2 and 3.

(b) Where the position of leadership is shared, the payments may also be shared.

**C.2 Vehicle allowance**

**C.2.1** A Teacher required by the Employer to use the Teacher's motor vehicle in the performance of duties must be paid the following allowances:

(a) Motor car

\$0.80 per kilometre with a maximum payment up to 400 kilometres per week.

(b) Motorcycle

\$0.27 per kilometre with a maximum payment up to 400 kilometres per week.

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

**C.3 Adjustment of expense related allowances**

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

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

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Vehicle allowance	Private motoring sub-group

## **Schedule D - Long Service Leave**

### **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 equalling 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 equalling 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;
- (i) 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.

