



St Leonard's College Agreement 2023

Your IEU-negotiated Agreement
covering your pay and conditions



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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St Leonard's College
(AG2023/1033)

ST LEONARD'S COLLEGE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT EASTON

SYDNEY, 12 MAY 2023

Application for approval of the St Leonard's College Agreement 2023.

[1] St Leonard's College (**the Employer**) has made an application for the approval of the *St Leonard's College Agreement 2023 (the Agreement)*. The application was made under s.185 of the *Fair Work Act 2009 (the Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings, a copy of which are attached as Annexure A to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[3] Subject to the Employer's undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has been met.

[4] The Independent Education Union of Australia (**IEUA**) was a bargaining representative for the Agreement and 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 IEUA.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 May 2023. The nominal expiry date of the Agreement is 31 January 2026.



DEPUTY PRESIDENT

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Annexure A

**IN THE FAIR WORK
COMMISSION**

Fair Work Act 2009 (Cth) ("**FW Act**")

Matter number:

AG2023/1033

Employer:

St Leonard's College (**Employer**)

Application:

Section 185 – Application for approval of a
single enterprise agreement, namely the St
Leonard's College Agreement 2023
(**Agreement**)

Authorised representative:

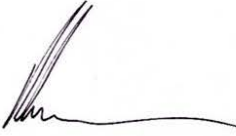

Peter Clague
Principal

Undertaking-Section 190

For and on behalf of the Employer I, Peter Clague:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
 - a. At the end of clause 8.8.1 of the Agreement the following is to be included:

"Where a Teacher is engaged as a Fixed Term Employee, the period of the engagement must be at least 4 weeks but not more than 12 months on either a full-time or part-time basis. If the fixed term engagement is to replace a Teacher on parental leave the period of the engagement can be up to a maximum of three years."

Date signed:	11/05/2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Peter Clague
Signature:	
Witness name:	Virginia Tonc
Witness signature:	

Part 1: Application and Operation of Agreement

1. Title

This Agreement is to be known as the St Leonard's College Agreement 2023 (the Agreement) and is a single enterprise agreement made pursuant to the *Fair Work Act 2009 (Cth)*.

2. Arrangement (contents)

This Agreement is arranged as follows.

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3. Commencement Date and Period of Operation

3.1 Where the Agreement passes the Better Off Overall Test, the Agreement will be operative from the seventh day after the date specified in the notice issued from the Fair Work Commission.

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

4. Parties Bound

This Agreement binds:

- a) The Employer; and
- b) All Employees of the Employer, except for the Principal

5. Relationship to Awards and the NES

5.1 This Agreement fully excludes all Award conditions.

5.2 NES Precedence

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.

6. Definitions

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Attendance Time	means all days of the School Year less the Non-Attendance Time and the period of annual leave.
Awards	means the following: <ul style="list-style-type: none"> • <i>Educational Services (Teachers) Award 2020</i> • <i>Educational Services (Schools) General Staff Award 2020</i> or their successor(s)
Casual Employee	means an Employee employed pursuant to clause 8.9 of this Agreement.
College	means St Leonard's College ABN 52 006 106 556.
the Commission	means the Fair Work Commission
the Committee	means the Consultative Committee pursuant to clause 35 of this Agreement.
ELC	means Early Learning Centre where the Early Childhood Program takes place.
Early Childhood Program	means College program for three-, four- and five-year old children but does not include the Prep Year or child care.
Early Childhood Teacher	means a person (other than a director, by whatever name called, of an early childhood centre, by whatever name called) who is employed to teach children in the Early Childhood Program and holds registration as an Early Childhood Teacher pursuant to Division 3A of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic).
Employee	means a person covered by this Agreement.

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Employer	means St Leonard's College ABN 52 006 106 556.
Fixed-Term Employee	means an Employee employed pursuant to clause 8.8 of this Agreement.
Full-Time Employee	means an Employee employed pursuant to clause 8.4 of this Agreement.
General Staff Employee	means an Employee of the College who is not engaged as a Teacher.
Immediate Family	means <ul style="list-style-type: none"> • spouse (including former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes). • child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee.
LSL Act	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor.
Music Instructor	means an employee instructing individual students or a group of students as part of an instrumental or voice music program.
NES	means National Employment Standards.
Non-Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the School Holidays mandated by the Victorian government for Victorian government teachers (less 4 week's annual leave).
Part-Time Employee	means an Employee employed pursuant to clauses 8.5, 8.6 and 8.7 of this Agreement.
Principal	means the Principal of St Leonard's College or their nominee.
Registered Health Practitioner	means a person registered under the <i>Health Practitioners Regulation National Law (Victoria) Act 2009 (Vic)</i> .
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year.
Shutdown	means any day(s) as designated by the College when the business or part of the business is closed.
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 or Division 3A of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal by whatever name called.
Teachers Award	means the <i>Educational Services (Teachers) Award 2020</i> or its successor.
Term Time Employee	means a General Staff Employee who is only required to perform work during Attendance Time.

Part 2: Conditions of Employment for all Employees covered by the Agreement

7. Dispute Settling

7.1 If a dispute relates to:

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

this term sets out procedures to settle the dispute.

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

7.3 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.

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

7.5 The Commission may deal with the dispute in two stages:

- (a) the Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) the Commission is unable to resolve the dispute at the first stage, the Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note If the Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

7.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their 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) applicable occupational health and safety legislation 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.

7.7 The parties to the dispute agree to be bound by a decision made by the Commission in accordance with this term.

8. Modes of Employment

- 8.1 The Employer may employ an Employee as a Full-Time, Part-Time, Fixed-Term or Casual Employee.
- 8.2 A Full-Time, Part-Time or Fixed-Term Employee may be employed with four weeks annual leave or non-attendance time as specified in the Schedules to this Agreement and in an Employee's letter of offer or amendment to that letter of offer.
- 8.3 The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

Full-Time Employees

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

Part-Time Employee

- 8.5 All Part-Time Employees
 - 8.5.1 A Part-Time Employee is entitled to receive all entitlements under this Agreement on a pro rata basis, with the exception of clause 14 – Personal/Carer's Leave and clause 20 – Fee Discount.
 - 8.5.2 Variation of part time hours may occur due to changing operational or educational needs. The employer may, in the first instance, reduce the part-time Employees load by 25% or less. If the reduction is more than 25% in any three-year period clause 25 Redundancy will apply and the Employee may choose redundancy. Discussion will be held in regard to any variation of part time hours sought by the Employer or Employee. If there is no agreement for a reduced time fraction, then 7 weeks' notice in writing will be provided and income maintained for these 7 weeks.
 - 8.5.3 A Part-Time Employee will be required to attend staff conference days at the start of Terms 1 and 3 and the end of term 4 and College organised professional learning on a pro-rata basis and as agreed.
 - 8.5.4 If a Part-Time Employee joins students for camps or trips with an overnight component the Part-Time Employee will be paid a full-time equivalent salary for the period of the camp or trip.
- 8.6 Part-Time Teachers
 - 8.6.1 The Employer will set out in writing a Part-Time Teacher's time fraction upon the engagement of the Teacher, and at any other time when a variation occurs.
 - 8.6.2 A Part-Time Teacher is required to undertake a proportionate number of other duties normally expected of Full-Time Teachers, including but not limited to yard duty and involvement in co-curricular activities. Attendance at House Music, Community Day and relevant Speech Night is expected of all Teachers.
 - 8.6.3 For all hours worked in addition to a Part-Time Teacher's time fraction, the Teacher will be paid for all such hours at the Part-Time Teacher's ordinary hourly rate of pay. In such circumstances, the Teacher will accrue all paid leave entitlements on the additional hours worked.
 - 8.6.4 Attendance at scheduled meetings which fall on a day during which a Part-Time Teacher has no scheduled classes is not expected. However, the Teacher should tender an apology to the convenor prior to the meeting, and if minutes of the meeting

are not immediately available, it is expected that the Teacher will obtain information that has been missed by approaching the convenor at the earliest opportunity.

- 8.6.5 The College will attempt to accommodate the requests of Part-Time Teachers with regard to minimising scheduled teaching days off. However, the needs of the students and section/department must take priority.

8.7 Part-Time General Staff

- 8.7.1 The Employer will set out in writing a Part-Time General Staff Employee's hours of work upon the engagement of the General Staff Employee, and at any other time when a variation occurs.
- 8.7.2 A General Staff Employee engaged on a Part-Time basis is entitled to a pro-rata amount of the appropriate full-time salary for the Employee's classification based on specified hours.
- 8.7.3 For all hours worked in addition to a Part-Time General Staff Employee's time fraction, the General Staff Employee will be paid for all such hours at the General Staff Employee's ordinary hourly rate of pay plus a casual loading of 25%, providing those hours fall within the applicable daily spread of hours and do not result in the employee working more than eight hours on that day or 38 hours in a week. Additional hours worked by a Part-Time General Staff Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.
- 8.7.4 The pro rata weekly salary is calculated using the following formula:

$$\frac{\textit{Total hours employed per week}}{38} \times \textit{applicable full time salary}$$

8.8 Fixed-Term Employee

- 8.8.1 The Employer may employ an Employee to work for a fixed period of time to replace another Employee or to work for a specified period of time or to complete a task for which funding has been made available or which is for a limited period of operation.
- 8.8.2 A Fixed-Term Employee is entitled to the benefits of this Agreement on a pro rata basis, excluding clause 16.3 – Childcare Option and clause 25 - Redundancy.
- 8.8.3 Before employing a Fixed-Term Employee on a replacement basis, the Employer will inform the Fixed-Term Employee of:
- The temporary nature of the employment;
 - The benefits which are applicable under this Agreement;
 - The date of termination of employment, except where the fixed term nature of the employment is based upon the completion of a specified project or task
 - The rights of any Employee being replaced.
- 8.8.4 The termination of employment of a Fixed-Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clause 22.

8.9 Casual Employee

- 8.9.1 The Employer may employ an Employee to work on a casual basis.
- 8.9.2 A Casual Employee is one who is engaged in relieving work or work of a casual nature.
- 8.9.3 A Casual Employee is entitled to the appropriate hourly rate specified in the relevant schedule. This rate includes a loading in lieu of paid leave entitlements.
- 8.9.4 The Employer must not engage a Casual General Staff Employee for less than 2 hours on any given engagement.
- 8.9.5 A General Staff Employee employed on a casual basis is entitled to be paid to the nearest 15 minutes.
- 8.9.6 A Casual Teacher will not be engaged for more than 30 consecutive school days in any one engagement.
- 8.9.7 A Casual General Staff Employee will be paid in accordance with Schedule 4 – Classifications and salaries for Casual General Staff
- 8.9.8 A Casual Employee is not entitled to any of the following benefits under this Agreement:
- accident make-up pay
 - annual leave
 - non-attendance time
 - paid parental leave / childcare entitlement
 - due process
 - fee discount
 - leave loading
 - notice of termination of employment
 - paid compassionate leave
 - paid personal/carer's leave
 - redundancy
 - remuneration packaging
- 8.9.9 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service, where eligible.

8.10 Right to request casual conversion

- (a) A person engaged as a regular casual General Staff Employee may request that their employment be converted to full-time or part-time employment.
- (b) A regular casual General Staff Employee is a casual General Staff Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the General Staff Employee could continue to perform as a full-time General Staff Employee or part-time General Staff Employee under the provisions of this Agreement.
- (c) A regular casual General Staff Employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.

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- (d) A regular casual General Staff Employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the Employer.
- (f) Where a regular casual General Staff Employee seeks to convert to full-time or part-time employment, the Employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the General Staff Employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual General Staff Employee's hours of work in order for the General Staff Employee to be engaged as a full-time or part-time General Staff Employee in accordance with the provisions of this Agreement – that is, the casual General Staff Employee is not truly a regular casual General Staff Employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual General Staff Employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual General Staff Employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the General Staff Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the General Staff Employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the Employer refuses a regular casual General Staff Employee's request to convert, the Employer must provide the casual employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 7.
- (j) Where it is agreed that a casual General Staff Employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Employer and General Staff Employee must discuss and record in writing:
 - (i) the form of employment to which the General Staff Employee will convert –that is, full-time or part-time employment; and
 - (ii) if it is agreed that the General Staff Employee will become a part-time General Staff Employee, the matters referred to in clause 8.10(d).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual General Staff Employee has converted to full-time or part-time employment, the General Staff Employee may only revert to casual employment with the written agreement of the Employer.
- (m) A casual General Staff Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

- (n) Nothing in this clause obliges a regular casual General Staff Employee to convert to full-time or part-time employment, nor permits an Employer to require a regular casual General Staff Employee to so convert.
- (o) Nothing in this clause requires an Employer to increase the hours of a regular casual General Staff Employee seeking conversion to full-time or part-time employment.
- (p) An Employer must provide a casual General Staff Employee, whether a regular casual General Staff Employee or not, with a copy of the provisions of this subclause within the first 12 months of the General Staff Employee's first engagement to perform work.
- (q) A casual General Staff Employee's right to request to convert is not affected if the Employer fails to comply with the notice requirements in paragraph (p).

9. Letter of Employment & Statement of Service

- 9.1 Upon engagement, the Employer will provide an Employee with a letter of appointment. The letter of appointment will include details of position, full time equivalent, hours of work, salary and level as applicable
- 9.2 Upon termination of employment, if requested, the Employer will provide the Employee with a statement of service specifying the period of employment, the classification of or type of work performed, and any additional responsibilities or duties undertaken.

10. Introduction of Major Change

- 10.1 This clause applies if the Employer:
 - 10.1.1 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
 - 10.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

- 10.2 For a major change referred to in clause 10.1.1:
 - (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) clauses 10.3 to 10.9 apply.
- 10.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 10.4 If:
 - 10.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 10.4.2 the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 10.5 As soon as practicable after making its decision, the Employer must:
 - 10.5.1 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
- 10.5.2 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.
- 10.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 10.8 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 10.2(a) and clauses 10.3 and 10.5 are taken not to apply.
- 10.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
 - 10.9.1 the termination of the employment of Employees; or
 - 10.9.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - 10.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 10.9.4 the alteration of hours of work; or
 - 10.9.5 the need to retrain Employees; or
 - 10.9.6 the need to relocate Employees to another workplace; or
 - 10.9.7 the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 10.10 For a change referred to in clause 10.1.2:
 - 10.10.1 the Employer must notify the relevant Employees of the proposed change; and
 - 10.10.2 clauses 10.11 to 10.15 apply.
- 10.11 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 10.12 If:
 - 10.12.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 10.12.2 the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 10.13 As soon as practical after proposing the change, the Employer must:
 - 10.13.1 discuss with the relevant Employees the introduction of the change; and
 - 10.13.2 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

10.13.3 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).

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

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

10.16 For the purposes of clauses 10.11 to 10.15, the Employer's educational timetable in respect of academic classes and student activities, which:

10.16.1 may operate on a term, semester or a School Year basis, and

10.16.2 ordinarily changes between one period of operation and the next, and

10.16.3 may change during the period of operation
is not a regular roster.

10.17 However, where a change to the Employer's educational timetable directly results in a change to the number of ordinary hours of work of an Employee, or to the spread of hours over which the Employee's ordinary hours are required to be worked, or to the days which the Employee is required to work, clauses 10.11 to 10.15 will apply.

In this clause: relevant Employees means the Employees who may be affected by a change referred to in clause 10.1.

11. Remuneration Packaging

11.1 Upon receiving a written request for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with College policy, legislation and Australian Taxation Office rulings until otherwise advised.

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

12. Superannuation

The Employer will make an Employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee. Should the Employee not nominate a complying superannuation fund for this purpose, a request for stapled super fund details will be made to the Australian Tax Office (ATO). If the Employer is advised by the ATO that the Employee does not have a stapled super fund, the contribution will be made to The NGS Super Fund or a successor fund.

13. Payment Arrangements

All monies payable to an Employee will be paid by credit transfer to the Employee's nominated financial institution account on a monthly basis. Casual Employees will be paid by credit transfer on a fortnightly basis.

14. Personal/carer's Leave

14.1 Entitlement

Personal/carer's leave is in accordance with NES as amended from time to time, except where ancillary terms are provided for in this Agreement.

- 14.1.1 Paid personal/carer's leave is available to an Employee when the Employee is absent due to personal illness or injury, or for the purposes of caring for an Immediate Family or household member who is sick and requires the Employee's care and support or who requires care or support due to an unexpected emergency.
- 14.1.2 Under the Agreement, the NES entitlement is increased to 15 days paid personal/carer's leave for each year of service. An Employee's annual entitlement to personal/carer's leave accrues at the commencement of each year of service.
- 14.1.3 An Employee must, as soon as reasonably practicable and preferably before or during the ordinary hours of the first day of such absence, inform the Employer of the Employee's inability to attend for duty because of personal illness or injury and if possible, state the estimated duration of the absence,
- 14.1.4 An Employee accessing carer's leave must provide:
 - (i) the name of the person requiring care or support;
 - (ii) the persons' relationship to the Employee;
 - (iii) the reasons for taking such leave; and
 - (iv) the estimated length of absence.

14.2 Evidence supporting claim

An Employee is entitled to leave provided that:

- 14.2.1 the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days; or
- 14.2.2 if requested by the Employer, the Employee provides a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer for any absence continuous with Non-Attendance Time, annual leave, leave without pay, long service leave or a public holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; or
- 14.2.3 if requested by the Employer, 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 leave already taken without the production of a medical certificate or statutory declaration to the Employer exceeds five days in the one year.
- 14.2.4 for carer's leave, if requested by the Employer provide a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury of the Immediate family member or household and confirming that person required care or support.

14.3 Discretionary leave

- 14.3.1 An Employee is entitled to five days' discretionary leave per year to be taken from an Employee's personal/carer's leave entitlement.

14.3.2 Discretionary leave is approved at the complete discretion of the Principal.

14.3.3 Whilst an Employee's entitlement to personal/carer's leave accrues each year, an Employee cannot request more than five days discretionary leave per year.

14.4 Illness whilst on long service leave

Subject to The Employee's Application (stated below), an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, may apply to the Principal for the period of illness or injury to be treated as personal leave, with long service leave reccredited to the Employee.

The Employee's Application:

- (i) must be in writing and received by the Employer during the period of illness or injury (where the employee is seeking to extend their period of long service leave) or within 7 days of the Employee's return to work (where the Employee is seeking to have the period of long service leave while they were ill or injured reccredited);
- (ii) must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (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.

14.5 Unpaid Carer's Leave

14.5.1 Where an Employee has exhausted all paid personal/carer's leave entitlements, the Employee is entitled to a period of up to two days unpaid carer's leave for each occasion to care for members of the Employee's Immediate Family or household who are ill or injured and require care or support or who require care due to an unexpected emergency.

14.5.2 This leave may be taken in a single, unbroken period of up to two days or any separate periods to which the Employee and the Employer agree.

14.5.3 The Employer will consider any further requests for unpaid carer's leave on a case by case basis.

14.5.4 The Employee is only entitled to unpaid carer's leave if the Employee has complied with the notice and documentation requirements in this clause

14.6 Compassionate Leave

Compassionate leave is in accordance with the NES as amended from time to time, except where ancillary terms are provided for in this Agreement.

14.6.1 An Employee may take three days' paid leave per occasion when:

- (i) a member of the Employee's Immediate Family or household dies;
- (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.

14.6.2 An Employee may take two days' paid leave per occasion when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

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

15. Voluntary Emergency Management Activity Leave

The Employer will provide an Employee with up to three days of paid leave per annum (non-cumulative) where the Employee is engaged in a voluntary emergency management activity, provided:

- (i) the activity is undertaken during a day on which the Employee would otherwise be at work;
- (ii) the Employee satisfies the notice and evidence requirements specified in the NES; and
- (iii) the Employee is not in receipt of payment of any kind from the recognised emergency management body.

16. Parental Leave

Parental leave is in accordance with the NES as amended from time to time, except where ancillary terms are provided for in this Agreement.

16.1 Unpaid Entitlement

16.1.1 After twelve months' continuous service, and subject to clause 16.1.3, an Employee is entitled to a total of 36 months' unpaid parental leave in relation to the birth or adoption of a child in order to be the primary care giver of the child.

16.1.2 If the College employs both parents of the child, the entitlement to 36 months' unpaid parental leave is to be shared between the couple.

16.1.3 If an Employee is accessing more than 24 months of parental leave, the Employee is required to provide a full terms notice of the intent to extend their leave, and the Employee must return to work at the commencement of term 1 or 3.

16.2 Paid Entitlement

16.2.1 An eligible Employee is entitled to paid parental leave or the childcare option provided in clause 16.3, not both.

16.2.2 An eligible employee who accesses the paid parental leave under clause 16.2 cannot subsequently claim paid non-primary carer leave under cl. 16.4.

16.2.3 An ongoing Employee entitled to parental leave under the NES, who will be the primary carer of a child and with at least 12 months of continuous service as at the expected or actual due date or placement of the child, is entitled to 16 weeks paid parental leave payable on the commencement of leave at the rate of pay and fraction before taking the leave.

16.2.4 A Fixed-Term Employee entitled to parental leave under the NES, who will be the primary carer of a child and with at least 12 months of continuous service as at the expected or actual due date or placement of the child, is entitled to 4 weeks paid parental leave payable on the commencement of leave at the rate of pay and fraction before taking the leave. A Fixed-Term Employee is entitled to receive the paid parental leave entitlement for the duration of the fixed term contract.

16.2.5 An Employee may request the Employer to grant the Employee the period of paid parental leave twice as long as the period to which the Employee would otherwise be entitled and at a rate of pay equal to half the Employee's ordinary pay. An Employee

cannot take half the period of their paid parental leave entitlement at double the rate of pay.

16.2.6 Thirty (30) days' notice of the intent to take up the paid parental leave option is required.

16.2.7 In order to be entitled to a second and subsequent period of paid parental leave, an Employee must have had at least 12 months' continuous service since returning to work after any previous parental leave.

16.3 Childcare Option

16.3.1 This clause applies to an Employee who was entitled to parental leave under the NES and did not access paid parental leave in accordance with clause 16.2.

16.3.2 Subject to clause 16.3.1, an Employee who has primary care of a child and who has returned to work on a full-time basis is entitled to be subsidised for the cost of childcare by a registered provider of 25%, up to a maximum of \$4000 per annum, increased in line with allowance increases, until the child is of school age.

16.3.3 A Part-Time Employee is entitled to the benefit in clause 16.3.2 on a pro rata basis.

16.3.4 In order to be entitled to a second or subsequent subsidy under this clause, an Employee must have returned to work at the College for a period of 12 months.

16.3.5 Any change in taxation legislation which increases the Employer's liability for taxation in relation to the benefits in this clause will result in an immediate reduction in the benefit to the extent necessary to reduce to zero the total change in cost to the Employer of providing this benefit.

16.4 Paid Non-Primary Carer Leave

16.4.1 An Employee with 12 months of continuous service as at the due date or actual date of birth or placement who is the non-primary carer is entitled to fifteen days paid leave to be at home to help care for the birth or adoption of a child. This leave can be taken in one block or on separate days, in consultation with the Employer, but must be taken within 6 months of the birth or adoption of the child.

16.4.2 A Fixed-Term Employee with 12 months of continuous service as at the due date or actual date of birth or placement who is the non-primary carer is entitled to three days paid leave to be at home to help care for the birth or adoption of a child. This leave can be taken in one block or on separate days, in consultation with the Employer, but must be taken within 6 months of the birth or adoption of the child. A Fixed-Term Employee is entitled to receive the paid non-primary carer leave entitlement for the duration of the fixed term contract.

16.4.3 In order to be entitled to a second or subsequent period of paid non-primary carer leave, an Employee must have returned to work at the College for a period of 12 months.

16.4.4 If an Employee requests paid parental leave under cl. 16.2 in relation to the same child, the amount of leave that has been taken under this clause will be deducted from the leave taken under cl. 16.2.

16.5 Superannuation for paid birth-related and adoption-related leave

16.5.1 An employee is entitled to have superannuation contributions, up to a maximum of 26 weeks, where the employee is the primary carer of a child.

16.5.2 The Employer will pay the superannuation contributions as a lump sum to the employee's fund.

16.5.3 The quantum of superannuation contributions payable under this clause will be calculated based on:

(i) The number of weeks of the employee's parental leave for which they are the primary caregiver, capped at 26 weeks (this encompasses 16 weeks of paid parental leave and up to 10 weeks of unpaid parental leave); and

(ii) The employee's normal pay; and

(iii) The applicable contribution rate under the Superannuation Guarantee Administration Act 1992 (Cth) at the time the payment is made.

16.5.4 Payment will be made at the conclusion of the 26-week period. This does not preclude payments during the 26-week period where this is operationally more efficient.

17. Leave Without Pay

An Employee is entitled to apply to the Principal for leave without pay after two years of continuous service. This application can be made during their second year of service, or any subsequent years of service. If such leave is granted an Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay, except for long service leave.

18. Leave to deal with Family and Domestic Violence

18.1 This clause applies to all employees, including casuals.

18.2 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 18.2(a) includes a former spouse or de facto partner.

18.3 Entitlement to paid leave

An Employee is entitled to 20 days' paid leave to deal with family and domestic violence, as follows:

(a) the leave is available in full at the start of each 12-month period of the employee's employment; and

(b) the leave does not accumulate from year to year; and

(c) is available in full to part-time and casual Employees.

Note: 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.

18.4 Taking paid leave

An Employee may take paid leave 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 urgent court hearings, or accessing police services.

18.5 Notice and evidence requirements

(a) Notice

An Employee must give their employer notice of the taking of leave by the Employee under clause 18. 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 their Employer notice of the taking of leave under clause 18 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 clause 18.4.

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.

18.6 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 18.5 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 18 prevents an 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. Employers should consult with such employees regarding the handling of this information.

18.7 Compliance

An Employee is not entitled to take leave under clause 18 unless the Employee complies with clause 18.

18.8 Interaction with NES

The leave entitlement in cl. 18.3 is inclusive of the paid entitlement under the NES.

19. Public Holidays

- 19.1 All Employees are entitled to public holidays as gazetted by the Victorian State Government from time to time.
- 19.2 The Employer and an Employee may agree to an Employee taking another day as the public holiday in lieu of the gazetted day.
- 19.3 An agreement made in accordance with clause 19.2 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

20. Fee Discount

- 20.1 This clause does not apply to a casual Employee, or a part-time Employee with a fraction of less than 0.48.
- 20.2 Subject to clause 20.3, a Full-Time Employee is entitled to receive a tuition fee discount of 25% for each of the Employee's children attending the College.
- 20.3 Notwithstanding cl.20.2, a Full-Time General Staff Employee who is engaged for Term Time only will receive a tuition fee discount of 20.8% for each of the Employee's children attending the College.
- 20.4 A Part-Time Employee will receive a tuition fee discount on a pro rata basis.
- 20.5 A fixed term Employee is entitled to receive a tuition fee discount for the duration of the fixed term contract.
- 20.6 The Fee Discount will apply to total tuition fees but does not include additional camps or trips that are billed separately.
- 20.7 An Employee who has had continuous service with the College for more than five years will receive an additional tuition fee discount of 2.5% per year (proportionally for Term Time General Staff) commencing from the 6th year, up to a maximum additional discount of 25%. Periods of unpaid leave do not break continuous service, but do not add to the calculation of the total period of continuous service.
- 20.8 For a Part-Time Employee, the additional discount outlined in clause 20.6 will be pro rata in line with the Employee's time fractions averaged over the last three years, one of which is the current year, of continuous service, in accordance with the following formula:

$$\%Fee\ Discount = (25 + (n - 5) \times 2.5) \times FTE\ averaged$$

over the last three years of continuous service

where $5 \leq n \leq 15$ and

n = number of years (to the nearest 0.25) of continuous service

As per clause 20.3 this discount will be calculated proportionally for Term Time General Staff.

- 20.9 An Employee is entitled to access before and after school care free of charge provided their child is a student at the College.
- 20.10 An Employee who is required to attend the workplace during non-term weeks, for the purpose of work, will be eligible to receive a reimbursement of their out of pocket costs for accessing the Holiday Program, provided that an Employee:
 - a) informs the Employer that they will be accessing the Holiday Program; and

- b) completes the relevant paperwork regarding enrolment and Government rebates to ensure the Employee has accessed any rebate available; and
 - c) pays the Holiday Program provider the amount required; and
 - d) provides the Employer with full receipts of any amounts paid by the Employee.
- Upon the Employee complying with the requirements in (a) to (d) above, the Employer will reimburse in full the out of pocket costs incurred by the Employee.

21. Accident Make-Up Pay

- 21.1 Where an Employee is incapacitated for work by reason of a work related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Rehabilitation Compensation 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 up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 21.2 If an Employee is absent from work because of personal illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act then the Employee will accrue entitlements in accordance with the relevant legislation. For the avoidance of doubt, personal/carer's leave and the entitlement to paid non-term weeks does not accrue during a period of compensation.

22. Termination of Employment

22.1 Notice of Termination - Teachers

- 22.1.1 Where the Employer wishes to terminate the employment of a Teacher, who has more than six months' service, seven weeks' notice, wholly within term time, in writing, or full payment in lieu, will be provided to the Teacher.
- 22.1.2 Payment in lieu of notice is calculated by taking the amount of salary a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 22.1.3 If a Teacher has more than six months' service, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.

22.2 Notice of Termination - General Staff Employees

- 22.2.1 Four weeks' notice in writing will be given by the Employer of the intention to terminate a General Staff Employee's employment, or full payment in lieu of notice will be given. Where a General Staff Employee is employed to work term time only, such notice will be given wholly within the one school term.
- 22.2.2 If notice is given by the General Staff Employee a minimum of four weeks' notice in writing will be given. Where the General Staff Employee is employed to work term time only such notice will be given wholly within the one school term.
- 22.2.3 In addition to the notice in clause 22.2.1 hereof, General Staff Employees over 45 years of age at the time of being given notice with not less than five years' continuous service will be entitled to an additional week's notice.
- 22.2.4 In calculating any payment in lieu of notice the wages a General Staff Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

22.2.5 The period of notice in this clause does not apply:

- to Fixed-Term Employees where the date of cessation of employment is stated at the time of appointment; and
- to Casual Employees.

23. Minimum Employment Period

23.1 An Employee's employment is contingent upon satisfactory completion of a minimum employment period of six months.

23.2 If the Employer is to terminate the employment of the Employee during the first six months of the Employee's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place, including the procedures in cl. 24.

23.3 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employee is entitled to four weeks' notice or four weeks' salary in lieu of notice.

23.4 If the Employee resigns within the first six months of the Employee's employment, the Employee is required to give four term time weeks' notice to the Employer.

24 Performance and Conduct Management

This clause will not apply within the minimum employment period or to a Casual Employee, however natural justice will be applied to all Employees.

24.1 Summary Dismissal

- (a) The College may terminate the employment of a staff member summarily where in the opinion of the College, that staff member is guilty of serious misconduct of a kind such that it would be unreasonable to require the College to continue the employment during the notice period.
- (b) In cases where it is deemed necessary by the Principal to consider summary dismissal where allegations of serious misconduct have arisen, the Employee will be suspended on full pay pending completion of the following steps:
 - (i) The allegations are investigated by the College;
 - (ii) Following investigation, the Employee and their representative (if requested), will meet with the College and its representatives (if requested), to discuss the results of the College's investigation and to respond to the allegations.
- (c) The College may summarily dismiss an Employee without following the procedure at clause 24.1(b) if the evidence of serious misconduct is unequivocal.

24.2 Managing Unsatisfactory Performance

- (a) An informal process of performance improvement and professional development may occur prior to a formal process being undertaken.
- (b) Where the Principal considers an Employee's performance is unsatisfactory and may lead to termination, the School will apply the following procedure in the management of that unsatisfactory performance.
 - (i) The Principal will formally advise the Employee in writing of:
 - (a) the time, date and place of the first formal meeting to discuss the Employees' performance;

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- (b) the detail of the performance concerns;
 - (c) the Employee's right to be represented at all meetings scheduled to discuss the performance issues; and
 - (d) the option of the College to terminate the employment or take other disciplinary action should the procedure not resolve the College's concerns.
- (ii) Formal performance management meetings will:
- (a) include discussion regarding the College's concerns with performance;
 - (b) give the Employee an opportunity to respond to these concerns;
 - (c) include discussion of any professional development needs, counselling or assistance, to be made available to the Employee;
 - (d) include documentation of any complaints or other evidence, where appropriate;
 - (e) set reasonable periods of review in order to properly assess performance.
- (c) If, after following the procedure and period of performance review in this clause, the Principal's decision is to terminate the employment the Employer will give the required period of notice or payment in lieu of notice.

24.3 Inappropriate/Unacceptable Conduct

- (a) Where the Principal considers that an Employee's conduct is inappropriate/unacceptable and may lead to termination, the College will apply the following procedure in the management of that inappropriate or unacceptable conduct.
- (i) The College will advise the Employee in writing of:
- (a) the proposed time, date and place of the meeting to discuss the Employee's conduct;
 - (b) the Employee's right to be represented at any meeting scheduled to discuss the Employee's conduct;
 - (c) the College's option to take disciplinary action that may include formal warnings of termination of employment or actual termination of employment;
 - (d) a summary of the inappropriate/unacceptable conduct and evidence for the claims.
- (ii) The formal conduct investigation meeting(s) will:
- (a) include discussion of the College's concerns with the conduct;
 - (b) include documentation of any misconduct or other evidence, where appropriate;
 - (c) give the Employee an opportunity to respond to the claims and concerns.
- (b) Concerns with an Employee's conduct may be resolved by:
- (i) issuing a warning or a final warning in writing;
 - (ii) terminating the employment of the Employee in accordance with the relevant notice provision;

- (iii) summary dismissal, where the Employee is guilty of serious misconduct;
- (iv) no action or warning; or
- (v) any other action, appropriate to the situation

25. Redundancy

25.1 Consultation

25.1.1 Where the Employer has made a decision or decisions that may lead to redundancies, and where the Employer has not already done so, a consultation process in accordance with clause 10 will occur.

25.1.2 The discussions will take place as soon as is practicable after the decision has been made and will include any reasons for the proposed terminations, the number and categories of Employees likely to be affected, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned. Employees may invite a representative to accompany them in these discussions.

25.1.3 The Employer will not be required to disclose confidential information during these discussions that is financial in nature and commercial in confidence.

25.2 Redeployed to lower paid duties

Where an Employee agrees to be redeployed to lower paid duties for reasons set out above the Employee will be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated. The Employer will make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

25.3 Severance Payment

The severance payments for all Employees will be in accordance with the following:

Period of continuous service – Severance pay in weeks:

- 1 year – 4 weeks
- 2 years – 6 weeks
- 3 years – 7 weeks
- 4 years – 9 weeks
- 5 years – 11 weeks
- 6 years – 13 weeks
- 7 years – 15 weeks
- 8 years – 17 weeks
- 9 years – 19 weeks
- Greater than 10 years – 2 weeks' pay per year to a maximum of 26 weeks

For teachers 1 year is one academic year or four school terms.

Note: Week's pay means the ordinary time rate of pay for the Employee concerned.

For the purposes of this clause, continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave.

25.4 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 25.3 had they remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of the balance of their notice.

25.5 Time off during notice period

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

25.6 Exemptions

This clause will not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, or by due process, or to Employees employed on a casual basis or for a fixed term.

26. Infectious Diseases Leave

26.1 An Employee who is suffering from one of the infectious diseases will be granted up to three months of special leave without deduction of pay for the period that the Employee is unfit for duty provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the College and the disease is evident in the College:

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever
- Hepatitis
- Diphtheria
- Meningitis
- Typhoid

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

26.3 Where a medical practitioner approved by the Employer certifies that an Employee has contracted poliomyelitis, pulmonary tuberculosis or infectious hepatitis as a direct result of exposure during the course of the employee's duties, the Employee may be granted up to six months leave with full pay and six months leave on half pay. Any leave so granted in excess of the Employee's personal leave credits will not be regarded as a debit against the Employee. On resumption of duty, such Employee will be entitled to a total initial personal leave credit of not less than 182.4 hours (24 days for a full-time employee).

27. Long Service Leave

27.1 An Employee is entitled to long service leave in accordance with NES or the *Long Service Leave Act 2018* (Vic) as applicable, except where the Agreement provides ancillary or supplementary terms.

- 27.2 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.
- 27.3 For a Teacher or Early Childhood Teacher, long service leave will normally be taken in term lengths and will ordinarily be taken within twelve months of the entitlement falling due. Where a Teacher or Early Childhood Teacher does not have sufficient long service leave to cover the entire term, a period of unpaid leave may be granted by the Principal.
- 27.4 A General Staff Employee can request to take long service leave for a period of not less than 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.
- 27.5 Where a Teacher or Early Childhood Teacher applies to take long service leave, the application must be in writing and submitted to the Principal no later than the beginning of Term 3 in the year before the leave is requested.
- 27.6 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. Where a General Staff Employee is applying to take long service leave for a period in excess of 4 weeks, they must provide a minimum of one terms' notice. Where a General Staff Employee is applying to take long service leave for a period of 4 weeks or less, they must provide a minimum of two weeks' notice.
- 27.7 In exceptional circumstances, an application for long service leave that does not comply with the requirements under clause 27.5 or 27.6 will be considered.
- 27.8 Accrued long service leave will be paid in lieu where an Employee is terminated after 7 years of service.
- 27.9 An Employee may request a period of long service leave which is twice as long as the period to which the employee would otherwise be entitled and at a rate of pay equal to half the rate the employee would otherwise receive when taking long service leave. The Employer must grant a request made under this clause unless the Employer has reasonable business grounds for refusing the request.

28. Meal Provision

An Employee who is required by the Employer through the Head of School or Department to work beyond 7.00pm on any given day and having worked their normal day at the College will be supplied with a one course meal in the College dining room subject to 24 hours' notice being provided. In the event that the Employer requires an Employee to work beyond their normal day at the College with less than 24 hours' notice and a meal cannot be provided, the Employee will be reimbursed an amount in accordance with the rate set by the ATO each year, overtime meal allowance.

29. Overnight Allowances for camps/trips

29.1 Subject to the following criteria,

1. Camp/Trip must be overnight.
2. Camp/Trip must involve supervision of students.
3. Employee is required to attend the camp/trip.
4. Camp/trip must be approved by either the Principal or Deputy Principal prior to the camp/trip taking place.
5. For any trip or camp the overnight allowance is the only extra monies paid to participating Employees on the trip/camp as extra to their salary (except for an Employee who is eligible for a reimbursement in accordance with cl. 28).

An Employee, subject to the exceptions in cl. 29.2, who is required to supervise students on overnight trips shall be granted one of the following allowances

29.1.1 for camps of six or less consecutive nights, shall be granted an allowance of \$100.00 per night.

29.1.2 in excess of 6 sequential nights away will receive an allowance of \$750.00.

These allowances are inclusive of all incidental costs of the camp/trip.

29.2 Outdoor Education Employees

The overnight allowance will be payable to outdoor education employees except for:

- an employee holding a POR as the "Head of Outdoor Education"; or
- an ongoing outdoor education employee, as these employees receive TOIL as part of their contractual entitlements; or
- where an employee is provided accommodation, which is separate from the student accommodation, and the employee is not required to supervise students.

30. Breakage and Loss

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

31. Protective Clothing

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing or reimburse the Employee for cleaning costs incurred.

32. Jury Service Leave

Entitlement

- (i) An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (ii) An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (iii) 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.
- (iv) 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.
- (v) Subject to conditions of this clause being met, an Employer will pay to an Employee granted leave, 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.

33. Examination Leave

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

34. Qualification Conferral Leave

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

35. Consultative Committee

35.1 The College and Employees are committed to establishing an effective means of communication within the College. To advance this objective, a Consultative Committee (the Committee) will be established. The purpose of the Committee is to serve as a communication forum to enable the views of staff on a range of issues to be considered by the Principal. The Committee holds no decision-making authority.

35.2 The Committee will consist of:

- (i) The Principal,
- (ii) The HR Manager, or another delegate of the Principal,
- (iii) One additional nominee of the Principal,

An elected person from the following:

- (iv) Five teaching staff representatives as follows:
ELC, Prep-4, years 5-6: one representative per section, and
Years 7-12: two representatives.
- (v) Three Employees categorised as General Staff. Representing each of the following areas: administration, grounds and maintenance, catering and other,
- (vi) One Employee representing Casual Employees.

This Committee will be deemed to be a Committee if there are at least 4 of the 9 Employees staff nominated and then, if required, elected to the Committee.

35.3 Election of Teacher, General Staff and Casual Employee representatives:

- (i) When a vacancy arises, the College will call for nominations
- (ii) Any Employee who is subject to this Agreement may nominate for election.
- (iii) Nominees for election will be submitted to a ballot of all eligible Teachers, General Staff and Casual Employees if needed.
- (iv) Voting is not compulsory.
- (v) The nominee with the majority of votes cast will be elected as the Representative.
- (vi) Where a second ballot fails to determine which nominee is to be appointed as the Representative the nominees must draw lots.
- (vii) The elected representatives will hold office for a maximum of eight School Terms.
- (viii) The representatives may resign their office at any time by notice in writing to the Principal.

35.4 The Committee shall meet as follows:

- (i) A minimum of once each semester,
- (ii) At such times as requested by either the Principal or at the request of a minimum of two Committee members,

35.5 The Committee will consult over any matters of significance referred to it (either by Employees or the Principal) including but not limited to:

- (i) Matters arising regarding the implementation of this Agreement,
- (ii) Interpretation of this Agreement,
- (iii) School policies and procedures impacting on staff,
- (iv) Health and safety,
- (v) Initiatives and future directions, and
- (vi) Other staff concerns

35.6 Agreed records of the meeting will be made available to all staff.

36. Flexibility term

- 36.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 36.1.1 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
 - 36.1.2 the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 36.1.1; and
 - 36.1.3 the arrangement is genuinely agreed to by the employer and employee.
- 36.2 The employer must ensure that the terms of the individual flexibility arrangement:
- 36.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 36.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 36.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 36.3 The employer must ensure that the individual flexibility arrangement:
- 36.3.1 is in writing; and
 - 36.3.2 includes the name of the employer and employee; and
 - 36.3.3 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
 - 36.3.4 includes details of:
 - (i) the terms of the enterprise 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 their employment as a result of the arrangement; and
 - 36.3.5 states the day on which the arrangement commences.
- 36.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 36.5 The employer or employee may terminate the individual flexibility arrangement:
- 36.5.1 by giving no more than 28 days' written notice to the other party to the arrangement; or
 - 36.5.2 if the employer and employee agree in writing – at any time.

Part 3 Terms and Conditions for Teachers

37. Salary and Classification

A Teacher will be classified and paid in accordance with Schedule 2.

38. Ordinary hours of work for teaching staff

38.1 This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.

38.2 The ordinary hours of a Teacher may be averaged over a 48-week period.

38.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.

38.4 The student supervision hours per week will be 25 hours for ELC, the face-to-face teaching hours per week will be 20 hours for primary and 18 for secondary, unless otherwise agreed between the Employer and the Teacher.

38.5 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 scheduled activities requiring the Teacher's attendance.

38.6 The maximum number of days that the Teacher will be required to attend during Term weeks and Non-term weeks will not exceed:

- 192 in 2023; and
- 190 in 2024 and 2025.

38.7 An exception to clause 38.6 is where the teacher is appointed to a position of responsibility agrees to different attendance arrangements, provided that not less than 4 weeks' annual leave is provided to the teacher during Non-Attendance Time.

38.8 The following circumstances are not included when calculating the attendance days for a Teacher in accordance with clause 38.6 and 38.7 the ordinary hours of work for a Teacher:

- (a) cocurricular activities that are conducted on a weekend that staff agree to attend;
- (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-Attendance Time;
- (c) when the Teacher appointed to a leadership position is performing duties in Non-Attendance Time 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 to perform duties relating to their position.

38.9 Generally, the Employer will provide written notice of the Non-Attendance Time and days in Non-Attendance Times on which the Teachers are required to attend, six months in advance of the requirement to attend.

38.10 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 College during Non-Attendance Time is deemed to include their entitlement to annual leave.

39. Pre-service Teachers

Where the Employer requires a Teacher to be responsible for a pre-service Teacher, the Employer will provide to that Teacher the practicum payments the Employer receives.

40. Prorata salary payment inclusive of annual leave

Pro rata salary payments are made in the following situations:

1. The teacher's employment terminates;
2. The teacher commenced employment after the school service date;
3. The teacher has taken a period of unpaid leave in excess of two term weeks;
4. The teacher's hours have varied during the year.

The formula to calculate the pro rata payment is

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

Where:

P is the payment due.

s is the total salary paid in respect of term weeks, or part thereof, since the school (or preschool) service date or the date of employment in circumstances where the employee has been employed by the employer since the school (or preschool) service date

b is the number of term weeks, or part thereof, in the school (or preschool) year

c is the number of non-term weeks, or part thereof, in the school (or preschool) year

d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school (or preschool) service date, or date of employment in circumstances where the employee has been employed by the employer since the school (or preschool) service date.

For the purposes of applying this formula, the 'service date' is the first day of the year that teaching staff are required to attend.

41. Positions of Responsibility

41.1 A number of responsibility points 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.

41.2 The number of responsibility points is linked to a position of responsibility rather than tied to an individual Teacher.

41.3 The Principal determines who is eligible for responsibility points.

41.4 Notification

41.4.1 The Principal will provide written advice to a Teacher in receipt of a position of responsibility of the position, its tenure, the duties required and the amount to be paid.

41.4.2 Where the duties of the Position of Responsibility are such that some duties will be undertaken at the College during Non-Attendance Time, the Employer will advise the Teacher at the time of appointment, or upon commencement of this Agreement, whichever is later.

41.4.3 The Principal will determine the number of responsibility points paid to an employee, but for the roles listed below, will not be less than stated

Positions of responsibility	responsibility points
Deputy Head of Section	12
Head of Year	12
VCE and IBDP Coordinator	12
Head of Learning	4-10
Deputy Head of Year	3
Primary Team Leader	3
Head of House	3
Trip Leader Overseas trips	2
Team Leader or Subject Coordinator	1-4
Trip Leader CUE BE	1

42. Duties of a Teacher

The typical duties of a Teacher include, but are not limited to, the following:

1. Direct teaching of groups of students and individual students as determined by the Employer. Associated with this is the preparation of lessons, the marking of student work and the preparation and delivery of reports to parents, whether written or oral. Replacement classes will be allocated, when timetabled classes do not occur. For example, camps, excursions, sport days.
2. Non-teaching supervisory activities including yard duty and gate duty.
3. Attendance at chapel services and assemblies.
4. Participation in parent consultation evenings, staff meetings, speech nights, open days and the Community Day Fair.
5. A contribution to a cocurricular activity, such as outdoor education activities, sport, drama, music, debating and community service. Whilst this is approximately 40 hours per teacher per academic year, it is understood that the nature of each activity is different and so the actual measure will be based on points to ensure that activities and duties can be fully covered for the duration of the activity and not compromise our offerings to

students. The involvement is based on each full-time teacher achieving 5 points according to cocurricular guidelines published annually. Activities will be nominated by the employer, to ensure equity amongst staff, and chosen in consultation with the staff member, within the skills and experience of the teacher.

6. Contributing to the development, implementation and evaluation of curriculum.
7. Ongoing professional development by participation in staff conferences during Non-Attendance Time as specified in the Agreement.
8. Ongoing professional development in the Teacher's own time.

The above duties are undertaken by all Full-Time Teachers and pro-rata by Part-Time Teachers, reference clause 8.6, as directed by the Principal.

9. All Teachers are expected to be available on the specified night(s) for all class(es) taught for the entirety of the night until bookings have been closed. Bookings will close at 5.00 pm on the day prior. Teachers are not required to remain in attendance at the interviews beyond the expiry of booked interviews.
10. Any other reasonable duties as directed by the Principal.

43. Duties of a Mentor

All full-time teaching staff are usually required to undertake a mentor role (primary home room, or other term as adopted from time to time) which attracts a payment as set out in Schedule 1: Responsibility Points. All mentor roles are confirmed prior to the start of the year.

This role includes pastoral care and administrative duties associated with mentor responsibilities.

Attendance with the Teacher's mentor group at compulsory outdoor education camps (but not the year 10 hike) is a part of this responsibility.

Communication with parents of each of the mentor's students is to be a minimum of 2 recorded points of contact per term and an end of semester report. Points of contact may include but is not limited to, phone calls, emails, information nights and parent-teacher nights.

44. Professional Expectations

St Leonard's College expects the highest professional standards and commitment of its teachers especially in the areas of

- Teams: academic, pastoral and co-curricular
A teacher is required to be a committed member of their respective teams. A teacher will demonstrate their professionalism by attending all scheduled meetings, pro-rata by Part-Time Teachers, and by engaging proactively and constructively in the ongoing dialogue about how their team contributes to the improvement of learning opportunities and experiences provided to students.
- Continuous learning and improvement:
A teacher will embrace the ethos of continuous learning and improvement:
Learning Teams are expected to work collaboratively to examine, reflect on and adjust their programs and practices on a regular basis so as to reflect world's best practice.
Individual Teachers are expected, with their Innovative Learning Community (ILC), to examine, reflect on and adjust their own practices in line with relevant quantitative and qualitative evidence, as well as drawing on research about world's best practices. A teacher shall report

back and share their experiences and development with their colleagues at learning forums and their faculty team meetings throughout the year.

- Discipline and pedagogical expertise:
A teacher shall demonstrate, on a regular basis, the discipline knowledge and pedagogical expertise required to teach students across all year levels in their particular section of the College.

All teachers will attend whole school annual conference days, currently in January, July and December and Teaching and Learning forums calendarised in staff term dates throughout the year. For Part-Time Teacher expectations refer to clause 8.6.

45. Graduate Teachers

The face-to-face hours of a graduate Teacher in their first year of service will be reduced by 40 minutes per week. If this is not possible for operational reasons, the graduate Teacher will receive an equivalent reduction in their other allocated duties (e.g. extras, yard duty or co-curricular).

Part 4 Terms and Conditions for General Staff Employees

46. Salary and Classification

A General Staff Employee will be classified and paid in accordance with Schedule 3.

47. Hours of Work

47.1 The ordinary hours of work for a Full-Time General Staff Employee will be 38 hours per week.

47.2

47.2.1 The Employer may require a Full-time General Staff Employee to work reasonable additional hours, in accordance with the arrangement specified in clause 52 - Overtime.

47.2.2 The Employer may require a Part-Time General Staff Employee to work reasonable additional hours, in accordance with the arrangement specified in clause 8.7.3

47.3 Unless otherwise agreed, a General Staff Employee's ordinary hours of work will be between 6.00am and 6.00pm from Monday to Friday.

47.4 To the exclusion of clause 47.1, the Employer and a General Staff Employee may agree upon the arrangement for the General Staff Employee's ordinary hours of work, including but not limited to:

- daily starting and finishing times;
- the time of a half hour unpaid meal break commencing not more than five hours after commencing work;
- the time of a 15-minute paid rest break;
- attendance at College meetings;
- flexible work arrangements.

The Employer and a General Staff Employee may agree to vary the hours of work arrangements at any time. Any variation will be in accordance with this Agreement.

48. Annual Leave

- 48.1 Annual leave is in accordance with Division 6 of the NES as amended from time to time, except where ancillary terms are provided for in this Agreement.
- 48.2 A General Staff Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 48.3 A General Staff Employee who is only required to work during Attendance Time must normally take annual leave during Non-Attendance Time.
- 48.4 Subject to clause 48.3, a General Staff Employee will ordinarily take their annual leave during Non-Attendance time, unless otherwise agreed at the discretion of the Principal and in consultation with the line manager.

49. Cashing out of annual leave

- 49.1 An Employee may make a request to cash out a period of paid annual leave in accordance with this clause.
- 49.2 An Employer may, at its absolute discretion, agree to a request to cash out a period of paid annual leave not exceeding two weeks, in accordance with this clause.
- 49.3 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement in writing between the Employer and the Employee.
- 49.4 The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- 49.5 An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

50. Shut-Down Leave

Additional leave is granted to General Staff Employees of those days deemed to be a period of College shut down. These days consist of any days between Christmas and New Year which are not deemed to be public holidays, and the Monday before Melbourne Cup Day. These days are separate from any annual leave entitlements.

51. Rostered Day Off

- 51.1 This clause applies to facilities employees only.
- 51.2 For those Facilities Employees employed on the basis of a RDO cycle, ordinary hours shall be worked as a twenty day, four-week cycle of eight hours each day, Monday to Friday inclusive, with 0.4 of one hour of each day worked accruing as an entitlement to take one day in each cycle as a RDO paid for as though worked.
- 51.3 The system of RDOs for those Facilities Employees employed on this basis will be by rostering off one day per month in February to November each year and three days in the period from 1 December to 31 January each year.
- 51.4 The schedule of RDOs for the coming College year is to be prepared by the Financial Controller and Facilities Manager at the end of the preceding year and advised to Employees prior to the commencement of term 1. The schedule will take into account College functions, public holidays and periods of major maintenance work.

- 51.5 By agreement between the College and an individual Facilities Employee, a RDO may be substituted for another day provided the substituted day is taken within one calendar month of the rostered day.
- 51.6 A Facilities Employee who has not worked or is not regarded by reason of clause 51.2 as having worked a complete cycle shall be paid pro rata accrued entitlements for each day worked or in the case of termination of employment, on termination.

52. Overtime

- 52.1 Any additional time worked must be pre-approved by the Employee's manager and is to be recorded and forwarded to the payroll office each week.
- 52.2 If the Employer requires an Employee to perform work outside of or in excess of the ordinary or rostered hours, payment will be made as follows:

Monday to Friday	150% of the base hourly rate of pay for the first 3 hours and 200% of the base hourly rate of pay thereafter
Saturday	150% of the base hourly rate of pay for the first 3 hours and 200% of the base hourly rate of pay thereafter
Sunday	200% of the base hourly rate of pay
Public Holidays	250% of the base hourly rate of pay

52.3 An employee engaged as a Music Instructor is not entitled to overtime.

52.4 Time off instead of payment for overtime

- (a) An Employee and the Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- (b) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under clause 52.4.
- (c) An agreement must state each of the following:
- (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.
- (d) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 52.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
- (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the Employee and Employer.
- (f) If the Employee requests at any time, to be paid for overtime covered by an agreement under clause 52.4 but not taken as time off, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the Employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The Employer must keep a copy of any agreement under clause 52.4 as an employee record.
- (i) An Employer must not exert undue influence or undue pressure on an Employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An Employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the Employer and the Employee, instead of being paid for overtime worked by the Employee. If the Employer agrees to the request then clause 52.4 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.
- (k) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which clause 52.4 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

53. Ordinary hours of work—shiftworkers

53.1 Ordinary hours for shiftwork

The definitions for shiftwork are provided in clause 54.1. The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with clause 53.2.

53.2 Rostering

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least 7 days before the commencement of the roster period.
- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty rate in accordance with clause 54—Penalty rates.
- (c) Altering the roster
 - (i) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on 7 days' notice.
 - (ii) Notwithstanding clause 53.2(c)(i) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to be paid 150% of the minimum hourly rate instead of any other penalty rate that may apply.
 - (iii) Where the alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.
- (d) Broken shifts
 - (i) An Employee may be rostered to work ordinary hours in a broken shift which is defined as a shift that is rostered in 2 periods of duty, exclusive of breaks, per day.

- (ii) Where an Employee (other than a casual employee) is rostered to work a broken shift, the Employee will be paid in accordance with clause 54.3 with a minimum payment as for 2 hours for each period of duty.

54. Penalty rates

54.1 Definitions

The following shift definitions apply:

- (a) day shift is a shift which starts and finishes wholly within the spread of ordinary hours identified in clause 47.3;
- (b) afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 47.3, and at or before midnight;
- (c) night shift is a shift which is not a day shift and which finishes after midnight and at or before the commencement of the relevant spread of ordinary hours identified in clause 47.3.

54.2 Payment for shiftwork

- (a) An employee working an afternoon shift or night shift will be paid 115% of the minimum hourly rate.
- (b) An employee working a permanent night shift will be paid 130% of the minimum hourly rate.

54.3 Broken shifts

- (a) An employee, other than a casual employee, rostered to work ordinary hours in a broken shift will be paid the minimum hourly rate plus a broken shift penalty of 15% of the minimum hourly rate with a minimum payment as for 2 hours for each period of duty.
- (b) The broken shift penalty under clause 54.3(a) is in addition to any applicable penalty rate under clauses 54.2 and 52 – Overtime.
- (c) The maximum spread between the start of the first period of duty and the end of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12-hour spread will be paid for as overtime.
- (d) The provisions of clause 54.3(c) do not apply to an employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the employee for their exclusive use for 52 weeks of the year, at no cost to the employee.

54.4 The penalty rates within clause 54.2 relating to afternoon and evening shifts and in clause 52 - Overtime are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.

Part 5- Conditions for Music Instructors

55. Interaction

This Part sets out the conditions which apply to a Music Instructor. Where there is an inconsistency between relevant sections in other Parts of the Agreement and Part 5, Part 5 shall apply.

56. Types of employment

56.1 Music Instructors will be employed in one of the following categories:

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

56.2 Full-time employment

The Employer may engage a Music Instructor on a Full-Time basis in accordance with this Agreement.

56.3 Part-time employment

56.3.1 The Employer may employ a Music Instructor on a Part-Time basis in accordance with this Agreement.

56.3.2 A Part-time Music Instructor is entitled to receive all entitlements under this Agreement on a pro rata basis, calculated as a fraction of a Full-Time load in line with the part time load for which they are employed, with the exception of clause 14 – Personal/Carer's Leave and clause 20 – Fee Discount.

56.3.3 The Employer will set out in writing a Part-Time Music Instructor's time fraction upon engagement of the Music Instructor or at any other time when a variation occurs.

56.3.4 A variation of part-time hours may occur due to changing operational needs. The Employer may reduce a Part-Time Music Instructor's hours by 25% or less. If the reduction is more than 25% in any school year, clause 25 - Redundancy will apply and the Music Instructor may choose redundancy.

Discussion will be held in regard to any variation of part-time hours sought by the Employer. If there is no agreement for a reduced time fraction, then 4 weeks' notice in writing will be provided and salary maintained for those 4 weeks.

56.3.5 Where a Music Instructor works hours in addition to the time fraction referred to in clause 56.3.3, the Music Instructor will be paid the ordinary hourly rate as specified in Schedule 5 plus a casual loading of 25%. Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

56.4 Casual employment

56.4.1 The Employer may employ a Music Instructor to work on a casual basis in accordance with this Agreement.

56.4.2 The rate of pay for a casual Music Instructor is the same rate paid by the Victorian Music Teachers Association (VMTA).

56.4.3 A casual Music Instructor is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- performance/conduct management (due process)
- redundancy
- remuneration packaging
- annual leave
- leave loading
- paid personal/carer's leave
- paid compassionate leave
- accident make-up pay
- parental leave (except where entitled to leave under the NES)
- paid parental leave/childcare entitlement
- paid non primary carer's leave
- fee discounts

56.5 Fixed term employment

56.5.1 The Employer may employ a Music Instructor on a Fixed Term basis in accordance with this Agreement.

56.5.2 A Fixed-Term Music Instructor is not entitled to any of the following benefits under this Agreement:

- redundancy
- childcare entitlement
- notice of termination of employment where the date of cessation of employment is stated at the time of appointment.

57. Ordinary hours of work

57.1 The ordinary hours of work for a Full-Time Music Instructor are 38 hours per week averaged over a period of 12 months.

57.2 A Music Instructor's ordinary hours of work are determined by private lessons, classroom tutoring, accompaniment of orchestras/ensembles, music concerts/recitals, music rehearsals, timetabling, report writing, compliance training, concert/recital organisation, staff meetings, professional learning (including music staff conference days), attendance at School events, co-curricular activities, music camps and other duties as determined by the Employer as necessary for the Music Instructor to perform the role.

58. Breaks

A Music Instructor will be entitled to an unpaid meal break of 30 consecutive minutes where the Music Instructor is engaged or rostered to work more than 5 hours on a day. Such meal break will start no later than five hours after the commencement of work. The timing can be varied by mutual agreement of the Employer and the Music Instructor.

59. Annual leave

- 59.1 Annual leave is in accordance with Division 6 of the NES as amended from time to time, except where ancillary terms are provided for in this Agreement.
- 59.2 A Music Instructor is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 59.3 A Music Instructor will ordinarily take their annual leave during Non-Attendance time, unless otherwise agreed at the discretion of the Principal and in consultation with the line manager.
- 59.4 The annual salary for a Music Instructor is inclusive of annual leave.

60. Termination of employment

- 60.1 Four weeks' notice wholly within the one school term in writing will be given by the Employer of the intention to terminate a Music Instructor's employment, or full payment in lieu of notice will be given.
- 60.2 If notice is given by the Music Instructor a minimum of four weeks' notice wholly within the one school term in writing will be given.
- 60.3 In addition to the notice in clause 60.1 hereof, Music Instructors over 45 years of age at the time of being given notice with not less than five years' continuous service will be entitled to an additional week's notice.
- 60.4 In calculating any payment in lieu of notice, the wages a Music Instructor would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

Schedule 1: Responsibility Points and Allowances

All rates are inclusive of 17.5% Annual Leave Loading

A. Responsibility points

Year	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
one responsibility point	\$ 1,643.33	\$ 1,692.63	\$ 1,743.41

B. Allowances - set as stated below for the duration of the Agreement

Description	Period Allowance	Rate
Overnight Allowance, as per clause 29	Per night to a maximum of six nights	\$100.00
	Greater than six consecutive nights for any one trip	\$750.00
Clothing Allowance (Outdoor Education permanent staff)	Annual	\$830.00

C. Mentor Payment - based on the allocated number of responsibility points

Mentor	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
ELC Educator (may be shared)	\$ 4,929.98	\$ 5,077.88	\$ 5,230.22
Prep to Year 6	\$ 4,929.98	\$ 5,077.88	\$ 5,230.22
Year 7 to 9	\$ 6,573.31	\$ 6,770.51	\$ 6,973.62
Year 10 to 12	\$ 4,929.98	\$ 5,077.88	\$ 5,230.22

Schedule 2: Teachers

A. Classification and progression

- A.1 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale according to their 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 program) or in an English Language School.
- A.2 Subject to A.1 and satisfactory performance, progression from Level 1 takes place annually.
- A.3 A Teacher with provisional registration has two years to obtain full registration with the Victorian Institute of Teaching, if that has not occurred the Teacher will be held at their current classification until full registration is obtained.

B. Salaries

- B.1 The minimum salary for a full-time and part-time Teacher will be determined in accordance with the following table:

In the course of reviewing salary packages consideration will be given to all available published documentation as follows, but not limited to:

- Victorian State Government teachers' salaries and conditions
- Peer group schools' salaries and conditions (i.e., Victorian metro, co-ed, private, student numbers, similar extra-curricular requirements etc.)
- Victorian statistics on general teacher pay increases

Level	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Level 1	\$ 85,084.02	\$ 87,636.54	\$ 90,265.64
Level 2	\$ 87,509.19	\$ 90,134.47	\$ 92,838.50
Level 3	\$ 92,568.84	\$ 95,345.90	\$ 98,206.28
Level 4	\$ 95,208.33	\$ 98,064.58	\$ 101,006.52
Level 5	\$ 97,920.51	\$ 100,858.12	\$ 103,883.87
Level 6	\$ 100,712.90	\$ 103,734.29	\$ 106,846.32
Level 7	\$ 103,581.75	\$ 106,689.20	\$ 109,889.88
Level 8	\$ 107,310.37	\$ 110,529.68	\$ 113,845.57
Level 9	\$ 110,637.93	\$ 113,957.07	\$ 117,375.78
Level 10	\$ 114,068.26	\$ 117,490.31	\$ 121,015.02
Level 11	\$ 121,699.72	\$ 125,350.71	\$ 129,111.23
Level 12	\$ 125,504.79	\$ 129,269.94	\$ 133,148.03

- B.2 The salaries in table B.1 are inclusive of 17.5% annual leave loading.
- B.3 In the event that general salary increases and other related conditions in the Victorian Government sector reduce the Employer's competitive advantage in salary packages, the Employer will review its salaries in consultation with the Committee to ensure Employees are appropriately remunerated.

C. Casual Teaching Staff Salaries (CCRT)

The following rates of pay apply to a Casual Teacher working for less than 5 consecutive days.

	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Full Day	\$ 416.06	\$ 428.54	\$ 441.40
Half Day	\$ 208.03	\$ 214.27	\$ 220.70

Where a Casual Teacher would otherwise be classified at Level 5 under the Teachers Award and is engaged to work for 5 or more consecutive days, they will be paid at least the minimum rate 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.

Schedule 3: General Staff, other than Casual General Staff and Music Instructors

A. Classification for General Staff Employees

Classification

Will be ascertained by comparing the work usually performed in the position in relation to the duties which are specified as typical at that Category. Non typical duties may also be required.

Indicative duties:

Will vary for each Category and Level. As they are unique to the position, they will be detailed in the individual Position Descriptions.

B. Progression through classification categories

Review of a position description and re-assessment of classification level will be carried out annually. Should the responsibility of a position change permanently and substantially outside of this review period then reclassification may be sought at the request of the Employee. Should there be agreement that reclassification is warranted then that reclassification will take effect from the date the request was made. The appropriate salary level will be applied but will be not less than the Employee's current salary.

If the re-classification is denied, then the dispute resolution process under clause 7 may be initiated.

New position: Should an Employee be promoted to a higher category position their starting salary on the new category will be not less than their salary on the previous category.

C. Progression through classification salary levels

Progression from one salary level to another salary level within a category will be automatic on the 1 February each year if satisfactory performance levels are being met. Satisfactory performance means that the Employee's skills, organisation knowledge and experience are improving and continuing to add value to the College. If progression is denied the grievance/dispute process may be used to test the decision.

General Staff Classification Structure, other than Casual General Staff and Music Instructors

Administrative Services (ADMIN)

ADMIN	Category 1	Category 2	Category 3	Category 4	Category 5
<p>General Works Description/Complexity</p>	<p>With specific direction, the Employee is required to perform a variety of basic administrative functions, with a limited range of skills. Work involves the application of established principles, practices and procedures, is generally repetitious and requires a methodical approach. The Employee will be required to exercise minimal multi-tasking, responsibility, initiative or autonomy.</p>	<p>With direction, the Employee is required to perform a wide variety of administrative functions, with a range of skills. Work involves the application of established principles, practices and procedures, is generally repetitious and requires a methodical approach. The Employee will be required to exercise a degree of multi-tasking, responsibility, accountability, initiative and autonomy.</p>	<p>Under general direction, the Employee, in addition to the knowledge and skills required at Category 2, is required to undertake duties needing additional experience or knowledge. Work involves a number of variables which may complicate the application of established principles, practices and procedures. Positions at this category may, under general direction, assist with the coordination of support services. The Employee is required to exercise significant multi-tasking, responsibility, accountability, initiative and autonomy.</p>	<p>The Employee is required to undertake duties similar to those of previous categories which involve more complex issues. Is fully competent and very experienced in a technical sense and requires little guidance during the performance of work. The Employee will be required to exhibit a high level of decision making, initiative, autonomy, responsibility and accountability. Positions at this category may, under limited direction, coordinate support services. If in a support position to a senior manager a Employee at this category would generally be required to manage a specific support role.</p>	<p>An Employee would be appointed to this category where there is a requirement to manage a functional or team responsibility. The Employee is fully competent in a professional sense and requires no guidance during the performance of work. The Employee must display a high level of responsibility and accountability and exercise a significant range of specialist skills. They must have the capacity to think and work independently, make important administrative decisions and to initiate and advise on policy. The Employee would be responsible for providing key support and advice to senior management.</p>

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ADMIN	Category 1	Category 2	Category 3	Category 4	Category 5
<p>Supervision/Direction Received</p>	<p>The Employee at this category receives direct supervision. Receives specific instructions on what is required, how it is to be performed and the required timeframe. The work performed is subject to regular progress checks.</p>	<p>The Employee at this category receives general supervision. Receives broad instructions on what is required, how it is to be performed and the required timeframe. The work performed is subject to occasional progress checks and tasks are reviewed on completion.</p>	<p>The Employee at this category receives little supervision. Receives general direction and instruction on what outcomes are to be achieved and the required timeframe. The work performed is subject to occasional progress checks, usually confined to the unusual or difficult aspects. Tasks are reviewed on completion.</p>	<p>The Employee at this category is not subject to supervision. The Employee at this category receives limited direction, normally comprising a clear statement of objectives. Work is usually measured in terms of the achievement of stated objectives.</p>	<p>The Employee at this category receives limited direction, normally comprising a clear statement of objectives. Has responsibility and broad ranging accountability for the structure, management and output of the work of others Work is usually measured in terms of the achievement of stated objectives.</p>

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ADMIN	Category 1	Category 2	Category 3	Category 4	Category 5
<p>Supervision/Direction Provided</p>	<p>An Employee at this category does not supervise other Employees or students.</p>	<p>An Employee at this category does not supervise other Employees or students.</p>	<p>An Employee at this category may be expected to provide functional supervision to other Employees from categories 1 and 2 The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.</p>	<p>An Employee at this category may be expected to provide functional supervision to other Employees from categories 1, 2 and 3 The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.</p>	<p>An Employee at this category may be expected to provide functional management and supervision to other Employees from categories 1, 2, 3 and 4 The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.</p>
<p>Communication – Written/Verbal/ Interpersonal</p>	<p>Primarily in contact with supervisor, co-workers and peers within the College. Is able to communicate information effectively and courteously</p>	<p>Is able to communicate information effectively and courteously.</p>	<p>Communicates effectively and influentially in order for the team to achieve its objectives.</p>	<p>Communicates effectively and influentially and resolves issues in order for the team to achieve College objectives.</p>	<p>Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages, empowers and supports team members to participate in decision making processes. Provides appropriate feedback and maintains team commitment.</p>

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ADMIN	Category 1	Category 2	Category 3	Category 4	Category 5
<p>Indicative Duties Administrative Services</p>	<p>Undertake clerical and administrative duties involving routine office procedures e.g.:</p> <ul style="list-style-type: none"> • basic photocopying • collecting/sorting mail • collating • basic keyboard/data entry duties. • communicating information in accordance with policies and procedures 	<p>Provide general reception, clerical, keyboard and office administrative support e.g.:</p> <ul style="list-style-type: none"> • responding to enquiries – referring on as appropriate • extracting data from school systems • maintaining and updating office systems and administration records • assist in the completion of administrative reports or processes 	<p>Provide administrative support to management e.g.:</p> <ul style="list-style-type: none"> • developing and maintaining filing system • utilisation of computer systems • coordinating schedules • responding to the needs of students • manage work priorities in consultation with manager/team leader 	<p>Provide administrative support to senior management e.g.:</p> <ul style="list-style-type: none"> • managing complex administrative systems, College calendar, database, student/school records • determine and manage priorities of a department/section • updating administrative office procedures and policies • coordinating complex schedules, interviews and events 	<p>Provide administrative support to the Principal, Deputy Principal or Financial Controller e.g.:</p> <ul style="list-style-type: none"> • management of a functional responsibility e.g. HR • management of a General Staff team, their work processes and professional learning • undertake a significant role in the selection and hiring of Employees • final proof of official College documents/correspondence

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Aides, Co-educators, Library Technicians (ACL)

ACL	Category 1	Category 2	Category 3	Category 4
Work characteristics	The ACL at this level is required to perform a wide range of routine functions with direct supervision and may, with training and experience, exercise some degree of autonomy. Work involves the application of established principles, practices and procedures.	The ACL at this level may be required to perform a combination of a wide range of functions with direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and discretion.	The ACL at this level in addition to performing similar tasks to category 1 and 2, exercise significant initiative and discretion, work with little supervision, demonstrate expertise and accept personal responsibility to a higher standard than in category 1 or 2.	The ACL at this Level would be in a Supervisory Role, providing technical assistance and expertise, can work independently, providing key support and advice to Teachers
Supervision/ Direction Received	The ACL at this level requires direct supervision, with work checked regularly within required timeframe and routines established	The ACL at this level requires general supervision, with broad instructions of what is required and instruction on new tasks and required timeframe. Work subject to occasional progressive checks	The ACL at this level receives little supervision. Receives general direction and instruction as to what is to be achieved in a required timeframe.	The ACL at this level does not require supervision. Has responsibility and accountability for the structure, management and output of others.
Supervision Provided	Does not supervise at this level	Does not supervise at this level.	The ACL at this level may provide functional supervision to ACL at category 1 or 2.	The ACL at this level may be expected to provide functional supervision and management of other ACLs at category 1, 2, or 3 at a team leader role
Communications	Primarily in contact with supervisor, co-workers and peers within the College. Is able to communicate information effectively and courteously	Communicates effectively, courteously and influentially in order for the team to achieve its objectives.	Communicates effectively, courteously and influentially and resolves issues in order for the team to achieve College objectives.	Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages, empowers and supports team members to participate in decision making processes. Provides appropriate feedback and maintains team commitment.
Experience, qualifications, skills	Qualifications are not required, but would be encouraged. Prior experience not assumed.	Position which requires knowledge and skills which normally would be gained by post-secondary certificate, or obtained through relevant job experience	Is expected to have the knowledge and skills at category 2 and additional experience, qualifications and demonstrated knowledge gained from senior, relatively autonomous roles.	Characteristics and duties of category 3 and will also be directly supervising at least 2 other Employees

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Facilities (FAC)

FAC	Category 1 General Hand	Category Experienced General Hand	Category 3 Trades Person	Category 4 Leading Hand (Senior Trades Person)	Category 5 Coordinator
Work characteristics	This Employee who will work within established and predictable routines, methods and procedures which may require some discretion and judgement among possible actions. This Employee may resolve problems where situations encountered are common, the alternatives limited and readily learned, and the required action is clear or can be readily referred to higher levels.	An Employee who will work within established routines, methods and procedures which will involve discretion and judgement among possible actions.	An Employee who will work within variable routines, methods and procedures which may involve considerable discretion and substantial judgement in selection of equipment and work organisation. Where the opportunity arises a Category 3 Employee will make suggestions and assist in the development of procedures to assist in the completion of tasks.	An Employee who will work within routine and non-routine procedures where discretion and judgement are required in planning and selecting appropriate equipment, techniques and work organisation. Where the opportunity arises a Category 4 Employee will make suggestions and assist in the development of procedures to assist in the completion of tasks. A Category 4 Employee will undertake complex tasks requiring knowledge of administrative processes, planning or higher competencies developed from professional learning.	An Employee who will work within routine and non-routine procedures where discretion and judgement are required in planning and selecting appropriate equipment, techniques and work organisation. A Category 5 Employee will be responsible for the enforcement of local procedures and may make recommendations to assist in the completion of tasks.
Supervision/ Direction Received	An Employee who works under direct and/or general supervision. An Employee at this category does not supervise other Employees	An Employee who works under general and/or routine supervision. May be expected to coordinate the work of Employees at Category 1 although no supervisory responsibility will be exercised at this level	An Employee who works with limited supervision. May be expected to supervise the work of Employees at Categories 1 and 2.	An Employee who works with limited supervision. May be expected to supervise the work of Employees at Categories 1, 2 and 3.	An Employee who will be required to work without supervision. Will be expected to manage and supervise the work of Employees at Categories 1, 2, 3 & 4.
Qualifications	Qualifications are not required but would be encouraged. Prior experience not assumed.	The Employee will be qualified or deemed to be qualified to Certificate level or equivalent.	The Employee shall be qualified or deemed to be qualified to Trade Certificate level or equivalent.	The Employee shall be qualified or deemed to be qualified to Trade Certificate level or equivalent.	The Employee shall be qualified to Trade Certificate level or equivalent.

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FAC	Category 1	Category 2	Category 3	Category 4	Category 5
<p>Specifics of the role Without limiting the definitions, tasks in this category may include:</p>	<ul style="list-style-type: none"> - Carrying out specific tasks under close supervision where competency is being developed. - Assist Tradespersons in the maintenance and operation of buildings, grounds, plant and equipment; - Undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions. - Contributes toward the safe execution of works under their control. 	<ul style="list-style-type: none"> - Carrying out specific tasks where competency has been verified or where the Employee will seek to gain assistance from more senior grades. - Assisting in the maintenance and operation of buildings, grounds, plant and equipment under more limited or broad supervision. - Interacting with members of the College community from time to time and offering advice and customer service based on knowledge of College operations. - Undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions. - Contributes toward the safe execution of works under their control. 	<ul style="list-style-type: none"> - Work in a designated single trade discipline or demonstrated range of competencies relating to buildings, grounds, plant, equipment and automated systems. - Providing instruction and specific equipment and automated direction to less senior grades. - Being able to verify the competency of less senior grades. Frequently interacting with members of the College community and offering advice and customer service based on extensive knowledge of College operations. - Undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions. - Contributes toward the safe execution of works under their control. 	<ul style="list-style-type: none"> - Work in a designated single trade discipline or demonstrated range of competencies relating to buildings, grounds, agriculture, plant, systems. - Providing instruction and specific direction to less senior grades. - Being able to verify the competency of less senior grades. - Frequently interacting with members of the College community and offering advice and customer service based on extensive knowledge of College operations. - Undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions. - Developing a working understanding of administrative processes and established safety procedures to control hazards and document works under their control. - Works of greater multidisciplinary complexity that require the exercise of judgement, planning and systematic control. - Contributes toward the safe execution of works under their control. 	<ul style="list-style-type: none"> - Undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions. - Supervision, work and technical guidance of Employees and for the provision of on the job training. - Undertakes operational/ maintenance planning, including scheduling and estimating materials, oversees and carries out quality control and inspections and assists in supplier evaluations. - Is engaged in operating, monitoring and maintaining as required all buildings, grounds, plant, equipment and automated systems. - Is engaged to perform work across multiple trade disciplines within their competencies. An Employee at this level also undertakes inspections, prioritises and allocates the assignment of work. Accountable for a defined realm of operations and specific measured outcomes (KPI's - key performance indicators) identified in their position description. - Contributes toward the safe execution of works under their control, is skilled in the safety management systems used by the School and is deputised by the Facilities Manager to carry out complex works on their behalf.

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Finance (FIN)

FIN	Category 1	Category 2	Category 3	Category 4	Category 5
General Works Description/ Complexity	<p>With specific direction, the Employee is required to perform a variety of basic administrative functions, with a limited range of skills.</p> <p>Work involves the application of established principles, practices and procedures, is generally repetitious and requires a methodical approach.</p> <p>The Employee will be required to exercise minimal multi-tasking, responsibility, initiative or autonomy.</p>	<p>With direction, the Employee is required to perform a wide variety of administrative functions, with a range of skills.</p> <p>Work involves the application of established principles, practices and procedures, is generally repetitious and requires a methodical approach.</p> <p>The Employee will be required to exercise a degree of multi-tasking, responsibility, accountability, initiative and autonomy.</p>	<p>Under general direction, the Employee, in addition to the knowledge and skills required at Category 2, is required to undertake duties needing additional experience or knowledge.</p> <p>Work involves a number of variables which may complicate the application of established principles, practices and procedures.</p> <p>Positions at this category may, under general direction, assist with the coordination of support services.</p> <p>The Employee is required to exercise significant multi-tasking, responsibility, accountability, initiative and autonomy.</p>	<p>The Employee is required to undertake duties similar to those of previous categories which involve more complex issues.</p> <p>Is fully competent and very experienced in a technical sense and requires little guidance during the performance of work.</p> <p>The Employee will be required to exhibit a high level of decision making, initiative, autonomy, responsibility and accountability.</p> <p>Positions at this category may, under limited direction, coordinate support services.</p> <p>If in a support position to a senior manager a Employee at this category would generally be required to manage a specific support role.</p>	<p>An Employee would be appointed to this category where there is a requirement to manage a functional or team responsibility.</p> <p>The Employee is fully competent in a professional sense and requires no guidance during the performance of work.</p> <p>The Employee must display a high level of responsibility and accountability and exercise a significant range of specialist skills. They must have the capacity to think and work independently, make important administrative decisions and to initiate and advise on policy.</p> <p>The Employee would be responsible for providing key support and advice to senior management.</p>
Supervision/ Direction Received	<p>The Employee at this category receives direct supervision.</p> <p>Receives specific instructions on what is required, how it is to be performed and the required timeframe.</p> <p>The work performed is subject to regular progress checks.</p>	<p>The Employee at this category receives general supervision.</p> <p>Receives broad instructions on what is required, how it is to be performed and the required timeframe.</p> <p>The work performed is subject to occasional progress checks and tasks are reviewed on completion.</p>	<p>The Employee at this category receives little supervision.</p> <p>Receives general direction and instruction on what outcomes are to be achieved and the required timeframe.</p> <p>The work performed is subject to occasional progress checks, usually confined to the unusual or difficult aspects. Tasks are reviewed on completion.</p>	<p>The Employee at this category is not subject to supervision.</p> <p>The Employee at this category receives limited direction, normally comprising a clear statement of objectives.</p> <p>Work is usually measured in terms of the achievement of stated objectives.</p>	<p>The Employee at this category receives limited direction, normally comprising a clear statement of objectives. .</p> <p>Has responsibility and broad ranging accountability for the structure, management and output of the work of others</p> <p>Work is usually measured in terms of the achievement of stated objectives.</p>

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FIN	Category 1	Category 2	Category 3	Category 4	Category 5
Supervision/ Direction Provided	An Employee at this category does not supervise other Employees or students.	An Employee at this category does not supervise other Employees or students.	An Employee at this category may be expected to provide functional supervision to other Employees from categories 1 and 2 The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.	An Employee at this category may be expected to provide functional supervision to other Employees from categories 1, 2 and 3 The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.	An Employee at this category may be expected to provide functional management and supervision to other Employees from categories 1, 2, 3 and 4 The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.
Communication – Written/ Verbal /Interpersonal	Primarily in contact with supervisor, co-workers and peers within the College. Is able to communicate information effectively and courteously	Is able to communicate information effectively and courteously.	Communicates effectively and influentially in order for the team to achieve its objectives.	Communicates effectively and influentially and resolves issues in order for the team to achieve College objectives.	Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages, empowers and supports team members to participate in decision making processes. Provides appropriate feedback and maintains team commitment.

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Technical Services - Science Laboratories, Food Technology and Art Department (TEC)

TEC	Category 1	Category 2	Category 3	Category 4
Work characteristics	A TEC at this level is required to perform a wide range of routine functions with direct supervision and may, with training and experience, exercise some degree of autonomy. Work involves the application of established principles, practices and procedures.	A TEC at this level may be required to perform a combination of a wide range of functions with direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and discretion.	The TEC at this level in addition to performing similar tasks to category 1 and 2, exercise significant initiative and discretion, work with little supervision, demonstrate expertise and accept personal responsibility to a higher standard than in category 1 or 2.	The TEC at this Level would be in a Supervisory Role, providing technical assistance and expertise, can work independently, providing key support and advice to Teachers
Supervision/ Direction Received	The TEC at this level requires direct supervision, with work checked regularly within required timeframe and monitored and routines established	The TEC at this level requires general supervision, with broad instructions of what is required and instruction on new tasks and required timeframe. Work subject to occasional progressive checks	The TEC at this level receives little supervision. Receives general direction and instruction as to what is to be achieved in a required timeframe.	The TEC at this level does not require supervision. Has responsibility and accountability for the structure, management and output of others.
Supervision Provided	Does not supervise at this level	Does not supervise at this level.	A TEC at this level may provide functional supervision to TEC at category 1 or 2.	A TEC at this level may be expected to provide functional supervision and management of other TEC's at categories 1, 2, or 3 at a Team leader Role
Communications	Primarily in contact with supervisor, co-workers and peers within the College. Is able to communicate information effectively and courteously	Communicates effectively, courteously and influentially in order for the team to achieve its objectives.	Communicates effectively, courteously and influentially and resolves issues in order for the team to achieve College objectives.	Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages, empowers and supports team members to participate in decision making processes. Provides appropriate feedback and maintains team commitment.
Experience, qualifications, skills	Qualifications are not required but would be encouraged. Prior experience not assumed.	Position which require knowledge and skill which normally would be gained by post-secondary certificate, or obtained through relevant job experience	Is expected to have the knowledge and skills at grade 2 and additional experience, qualifications and demonstrated knowledge gained from senior, relatively autonomous roles.	Characteristics and duties of category 3 and will also be directly supervising at least 2 other Employees

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Nursing Services (NUR)

NUR	Category 1 (College Nurse)	Category 2 (College Nurse - Manager)
Work characteristics	<p>An NUR at this level is a registered nurse who promotes the health and wellbeing of students and staff within the College including providing primary nursing care.</p> <p>Work involves the application of established principles, practices and procedures.</p>	<p>An NUR at this level also meets the definition for Category 1 (College Nurse).</p> <p>A registered nurse who is responsible for coordinating the management and administration of the Health Centre.</p> <p>Work involves the application of established principles, practices and procedures.</p>
Supervision/ Direction Received	<p>The NUR at this level exercise significant initiative and discretion, work with little supervision and demonstrate a high level of expertise.</p>	<p>Provides clinical nursing leadership and management to other Health Centre staff.</p> <p>The NUR at this level does not require supervision. Has responsibility and accountability for the structure, management and output of others.</p>

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Salaries – General Staff, other than Casual General Staff and Music Instructors

All rates are inclusive of 17.5% Annual Leave Loading

An employee engaged in the TEC and ACL for 52 weeks of the year will be paid as follows:			
	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Category 1			
Level 1	\$ 53,647.04	\$ 55,256.45	\$ 56,914.14
Level 2	\$ 55,513.23	\$ 57,178.63	\$ 58,893.99
Level 3	\$ 57,380.67	\$ 59,102.09	\$ 60,875.16
Level 4	\$ 59,245.61	\$ 61,022.98	\$ 62,853.67
Level 5	\$ 61,111.80	\$ 62,945.16	\$ 64,833.51
Level 6	\$ 61,717.86	\$ 63,569.39	\$ 65,476.47
Level 7	\$ 62,303.98	\$ 64,173.10	\$ 66,098.29
Category 2			
Level 1	\$ 62,422.77	\$ 64,295.46	\$ 66,224.32
Level 2	\$ 64,251.36	\$ 66,178.91	\$ 68,164.27
Level 3	\$ 66,083.72	\$ 68,066.23	\$ 70,108.21
Level 4	\$ 67,913.56	\$ 69,950.97	\$ 72,049.50
Level 5	\$ 69,745.91	\$ 71,838.29	\$ 73,993.44
Level 6	\$ 70,351.97	\$ 72,462.52	\$ 74,636.40
Level 7	\$ 70,938.09	\$ 73,066.23	\$ 75,258.22
Category 3			
Level 1	\$ 71,499.30	\$ 73,644.28	\$ 75,853.61
Level 2	\$ 73,265.23	\$ 75,463.19	\$ 77,727.08
Level 3	\$ 75,032.41	\$ 77,283.38	\$ 79,601.88
Level 4	\$ 76,798.33	\$ 79,102.28	\$ 81,475.35
Level 5	\$ 78,584.31	\$ 80,941.84	\$ 83,370.10
Level 6	\$ 79,190.37	\$ 81,566.08	\$ 84,013.06
Level 7	\$ 79,776.49	\$ 82,169.79	\$ 84,634.88
Category 4			
Level 1	\$ 80,328.93	\$ 82,738.80	\$ 85,220.96
Level 2	\$ 82,088.59	\$ 84,551.25	\$ 87,087.79
Level 3	\$ 83,845.74	\$ 86,361.12	\$ 88,951.95
Level 4	\$ 85,605.40	\$ 88,173.56	\$ 90,818.77
Level 5	\$ 87,363.81	\$ 89,984.72	\$ 92,684.26
Level 6	\$ 87,969.86	\$ 90,608.96	\$ 93,327.23
Level 7	\$ 88,555.99	\$ 91,212.67	\$ 93,949.05

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An employee engaged in the TEC and ACL for term time only will be paid as follows:			
	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Category 1			
Level 1	\$ 49,582.53	\$ 51,070.00	\$ 52,602.10
Level 2	\$ 51,307.09	\$ 52,846.31	\$ 54,431.69
Level 3	\$ 53,027.90	\$ 54,618.74	\$ 56,257.30
Level 4	\$ 54,751.21	\$ 56,393.75	\$ 58,085.56
Level 5	\$ 56,474.52	\$ 58,168.76	\$ 59,913.82
Level 6	\$ 57,080.58	\$ 58,793.00	\$ 60,556.79
Level 7	\$ 57,666.70	\$ 59,396.70	\$ 61,178.61
Category 2			
Level 1	\$ 57,683.98	\$ 59,414.50	\$ 61,196.93
Level 2	\$ 59,379.72	\$ 61,161.11	\$ 62,995.94
Level 3	\$ 61,071.70	\$ 62,903.85	\$ 64,790.96
Level 4	\$ 62,763.68	\$ 64,646.59	\$ 66,585.98
Level 5	\$ 64,446.88	\$ 66,380.29	\$ 68,371.70
Level 6	\$ 65,052.94	\$ 67,004.52	\$ 69,014.66
Level 7	\$ 65,639.06	\$ 67,608.23	\$ 69,636.48
Category 3			
Level 1	\$ 66,064.92	\$ 68,046.86	\$ 70,088.27
Level 2	\$ 67,715.54	\$ 69,747.00	\$ 71,839.41
Level 3	\$ 69,363.65	\$ 71,444.56	\$ 73,587.90
Level 4	\$ 71,014.27	\$ 73,144.70	\$ 75,339.04
Level 5	\$ 72,664.89	\$ 74,844.84	\$ 77,090.18
Level 6	\$ 73,270.94	\$ 75,469.07	\$ 77,733.14
Level 7	\$ 73,857.07	\$ 76,072.78	\$ 78,354.96
Category 4			
Level 1	\$ 74,213.99	\$ 76,440.41	\$ 78,733.62
Level 2	\$ 75,867.12	\$ 78,143.13	\$ 80,487.43
Level 3	\$ 77,516.49	\$ 79,841.98	\$ 82,237.24
Level 4	\$ 79,162.09	\$ 81,536.96	\$ 83,983.06
Level 5	\$ 80,812.71	\$ 83,237.09	\$ 85,734.21
Level 6	\$ 81,418.77	\$ 83,861.33	\$ 86,377.17
Level 7	\$ 82,004.89	\$ 84,465.04	\$ 86,998.99

St Leonard's College Agreement 2020

An employee engaged in the ADM and FIN for 52 weeks of the year will be paid as follows:			
	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Category 1			
Level 1	\$ 59,408.54	\$ 61,190.80	\$ 63,026.52
Level 2	\$ 61,405.08	\$ 63,247.23	\$ 65,144.65
Level 3	\$ 63,402.87	\$ 65,304.95	\$ 67,264.10
Level 4	\$ 65,399.40	\$ 67,361.39	\$ 69,382.23
Level 5	\$ 66,005.46	\$ 67,985.62	\$ 70,025.19
Level 6	\$ 66,591.58	\$ 68,589.33	\$ 70,647.01
Category 2			
Level 1	\$ 65,399.41	\$ 67,361.39	\$ 69,382.23
Level 2	\$ 67,482.42	\$ 69,506.89	\$ 71,592.10
Level 3	\$ 69,566.69	\$ 71,653.69	\$ 73,803.30
Level 4	\$ 71,650.96	\$ 73,800.49	\$ 76,014.50
Level 5	\$ 72,257.02	\$ 74,424.73	\$ 76,657.47
Level 6	\$ 72,843.14	\$ 75,028.43	\$ 77,279.29
Category 3			
Level 1	\$ 71,650.96	\$ 73,800.49	\$ 76,014.50
Level 2	\$ 73,874.34	\$ 76,090.57	\$ 78,373.29
Level 3	\$ 76,095.22	\$ 78,378.08	\$ 80,729.42
Level 4	\$ 78,317.36	\$ 80,666.88	\$ 83,086.88
Level 5	\$ 78,923.41	\$ 81,291.11	\$ 83,729.85
Level 6	\$ 79,509.54	\$ 81,894.82	\$ 84,351.67
Category 4			
Level 1	\$ 78,317.36	\$ 80,666.88	\$ 83,086.88
Level 2	\$ 80,713.70	\$ 83,135.11	\$ 85,629.17
Level 3	\$ 83,108.79	\$ 85,602.06	\$ 88,170.12
Level 4	\$ 85,507.64	\$ 88,072.87	\$ 90,715.06
Level 5	\$ 86,113.70	\$ 88,697.11	\$ 91,358.02
Level 6	\$ 86,699.82	\$ 89,300.82	\$ 91,979.84
Category 5			
Level 1	\$ 85,507.64	\$ 88,072.87	\$ 90,715.06
Level 2	\$ 88,098.25	\$ 90,741.20	\$ 93,463.44
Level 3	\$ 90,691.37	\$ 93,412.11	\$ 96,214.47
Level 4	\$ 93,285.74	\$ 96,084.31	\$ 98,966.84
Level 5	\$ 93,891.79	\$ 96,708.54	\$ 99,609.80
Level 6	\$ 94,477.92	\$ 97,312.25	\$ 100,231.62

St Leonard's College Agreement 2020

An employee engaged in the ADM and FIN for term time only will be paid as follows:			
	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Category 1			
Level 1	\$ 49,309.09	\$ 50,788.36	\$ 52,312.01
Level 2	\$ 50,966.22	\$ 52,495.20	\$ 54,070.06
Level 3	\$ 52,624.38	\$ 54,203.11	\$ 55,829.21
Level 4	\$ 54,281.51	\$ 55,909.95	\$ 57,587.25
Level 5	\$ 54,887.56	\$ 56,534.19	\$ 58,230.21
Level 6	\$ 55,473.68	\$ 57,137.89	\$ 58,852.03
Category 2			
Level 1	\$ 54,281.51	\$ 55,909.95	\$ 57,587.25
Level 2	\$ 56,010.41	\$ 57,690.72	\$ 59,421.44
Level 3	\$ 57,740.35	\$ 59,472.56	\$ 61,256.74
Level 4	\$ 59,470.29	\$ 61,254.40	\$ 63,092.03
Level 5	\$ 60,076.35	\$ 61,878.64	\$ 63,735.00
Level 6	\$ 60,662.47	\$ 62,482.35	\$ 64,356.82
Category 3			
Level 1	\$ 59,470.29	\$ 61,254.40	\$ 63,092.03
Level 2	\$ 61,315.70	\$ 63,155.18	\$ 65,049.83
Level 3	\$ 63,159.04	\$ 65,053.81	\$ 67,005.42
Level 4	\$ 65,003.41	\$ 66,953.51	\$ 68,962.11
Level 5	\$ 65,609.46	\$ 67,577.74	\$ 69,605.08
Level 6	\$ 66,195.58	\$ 68,181.45	\$ 70,226.90
Category 4			
Level 1	\$ 65,003.41	\$ 66,953.51	\$ 68,962.11
Level 2	\$ 66,992.37	\$ 69,002.14	\$ 71,072.21
Level 3	\$ 68,980.30	\$ 71,049.71	\$ 73,181.20
Level 4	\$ 70,971.34	\$ 73,100.48	\$ 75,293.50
Level 5	\$ 71,577.40	\$ 73,724.72	\$ 75,936.46
Level 6	\$ 72,163.52	\$ 74,328.43	\$ 76,558.28
Category 5			
Level 1	\$ 70,971.34	\$ 73,100.48	\$ 75,293.50
Level 2	\$ 73,121.55	\$ 75,315.20	\$ 77,574.65
Level 3	\$ 75,273.84	\$ 77,532.05	\$ 79,858.01
Level 4	\$ 77,427.16	\$ 79,749.98	\$ 82,142.48
Level 5	\$ 78,033.22	\$ 80,374.21	\$ 82,785.44
Level 6	\$ 78,619.34	\$ 80,977.92	\$ 83,407.26

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An employee engaged in the FAC for 52 weeks of the year will be paid as follows:			
	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Category 1			
Level 1	\$ 56,270.23	\$ 57,958.34	\$ 59,697.09
Level 2	\$ 57,820.59	\$ 59,555.21	\$ 61,341.86
Level 3	\$ 59,374.70	\$ 61,155.94	\$ 62,990.62
Level 4	\$ 60,923.80	\$ 62,751.52	\$ 64,634.06
Level 5	\$ 62,474.16	\$ 64,348.38	\$ 66,278.84
Level 6	\$ 63,080.21	\$ 64,972.62	\$ 66,921.80
Level 7	\$ 63,666.34	\$ 65,576.33	\$ 67,543.62
Category 2			
Level 1	\$ 58,976.15	\$ 60,745.43	\$ 62,567.80
Level 2	\$ 60,937.59	\$ 62,765.72	\$ 64,648.69
Level 3	\$ 62,896.53	\$ 64,783.42	\$ 66,726.93
Level 4	\$ 64,856.72	\$ 66,802.42	\$ 68,806.49
Level 5	\$ 66,815.65	\$ 68,820.12	\$ 70,884.73
Level 6	\$ 67,421.71	\$ 69,444.36	\$ 71,527.69
Level 7	\$ 68,007.83	\$ 70,048.07	\$ 72,149.51
Category 3			
Level 1	\$ 64,553.41	\$ 66,490.02	\$ 68,484.72
Level 2	\$ 66,855.76	\$ 68,861.43	\$ 70,927.28
Level 3	\$ 69,156.85	\$ 71,231.56	\$ 73,368.51
Level 4	\$ 71,457.95	\$ 73,601.68	\$ 75,809.73
Level 5	\$ 73,760.29	\$ 75,973.10	\$ 78,252.29
Level 6	\$ 74,366.34	\$ 76,597.33	\$ 78,895.25
Level 7	\$ 74,952.47	\$ 77,201.04	\$ 79,517.07
Category 4			
Level 1	\$ 73,315.36	\$ 75,514.82	\$ 77,780.27
Level 2	\$ 76,030.05	\$ 78,310.95	\$ 80,660.28
Level 3	\$ 78,747.24	\$ 81,109.66	\$ 83,542.95
Level 4	\$ 81,461.93	\$ 83,905.79	\$ 86,422.96
Level 5	\$ 84,177.87	\$ 86,703.21	\$ 89,304.31
Level 6	\$ 84,783.93	\$ 87,327.44	\$ 89,947.27
Level 7	\$ 85,370.05	\$ 87,931.15	\$ 90,569.09
Category 5			
Level 1	\$ 80,483.09	\$ 82,897.58	\$ 85,384.51
Level 2	\$ 84,879.73	\$ 87,426.12	\$ 90,048.91
Level 3	\$ 89,275.12	\$ 91,953.37	\$ 94,711.97
Level 4	\$ 93,671.76	\$ 96,481.91	\$ 99,376.37
Level 5	\$ 98,069.65	\$ 101,011.74	\$ 104,042.10
Level 6	\$ 98,675.71	\$ 101,635.98	\$ 104,685.06
Level 7	\$ 99,261.83	\$ 102,239.69	\$ 105,306.88

Other General Staff and Teaching Employees – negotiated salary

- Whilst most General Staff and Teaching Employee's fall within one of the subgroups above, there are some positions within the College where there are too few people undertaking the task or the position is too specialised to readily fit into any general salary structure or scale.
- For these Employees, the salary will be determined by the College taking into account market reviews and appropriate benchmarking.
- The Employees' salaries will increase by the same annual increment as is payable to Employees generally.
- All rates are inclusive of 17.5% Annual Leave Loading.
- An Employee with a negotiated salary may apply to the Principal for a review of the salary.
- No Employee will be paid less than the applicable salary under the Awards.
- All general benefits, terms and conditions, other than remuneration issues, in this Agreement will apply to these Employees.

Schedule 4: Classifications and salaries for Casual General Staff

The following rates of pay listed below are inclusive of the 25% casual loading.

Overtime rates as per cl 52.2 shall be applied on the base rate of pay

Swimming Instructors (CSWM)

All Casual Swimming Instructors must have the following current qualifications prior to commencing work and it is their responsibility to keep qualifications current whilst working at the College

- Working with Children's Check (Employee)
- Attainment and yearly updating of CPR
- Attainment and validation of Anaphylaxis (theory and practical assessment)

All swimming instructors are required to attend termly information meetings

Also recommended

- Attending ASCTA conferences
- First Aid Qualification

The progression to another level is not automatic. An Employee must have the necessary qualifications and/or experience before making a written application to the Director of Cocurriculum for progression to the next level. A meeting must be held between the Director of Cocurriculum and the Employee.

Description	Classification	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Level 0 Pool Lifeguard	<ul style="list-style-type: none"> • Lifeguard qualification 	\$ 31.04	\$ 31.97	\$ 32.93
Level 1	<ul style="list-style-type: none"> • AustSwim qualification or equivalent • Between 0 and 240 hours of instructing 	\$ 31.04	\$ 31.97	\$ 32.93
Level 2	<ul style="list-style-type: none"> • AustSwim qualification or equivalent • More than 240 hours and up to three years of instructing 	\$ 33.81	\$ 34.82	\$ 35.87
Level 3	<ul style="list-style-type: none"> • AustSwim qualification or equivalent • More than 3 years of instructing 	\$ 36.32	\$ 37.41	\$ 38.53
Level 4	<ul style="list-style-type: none"> • AustSwim qualification or equivalent • More than 5 years of instructing • Extra swim qualification, e.g. disability, toddlers, competitive stroke, coaching license 	\$ 41.03	\$ 42.26	\$ 43.53

Sport Coaches (CSPT)

All Casual Sports Coaches must have the following current qualifications prior to commencing work and it is their responsibility to keep qualifications current whilst working at the College

- Working with Children's Check (Employee)
- Maintenance of First Aid Qualification
- Attainment and yearly updating of CPR qualification
- Attainment and validation of Anaphylaxis (theory and practical assessment)

The progression to another level is not automatic. An Employee must have the necessary qualifications and/or experience before making a written application to the Head of Sport for progression to the next level. A meeting must be held between the Head of Sport and the Employee.

Description	Classification	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Level 0 Assistant Coach	<ul style="list-style-type: none"> • Played/plays or umpires sport at school/university/club level • No coaching experience • No formal coaching qualification • Completion of general online certificate, completed before or within 3 months of employment. 	\$ 32.35	\$ 33.32	\$ 34.32
Level 1	<ul style="list-style-type: none"> • Played/plays or umpires sport at school/university/club level • 6 months – 2 years coaching experience • Level 0 coaching qualification 	\$ 37.05	\$ 38.16	\$ 39.30
Level 2	<ul style="list-style-type: none"> • Played/plays or umpires sport at school/university/club level • More than 2 years coaching experience • Level 1 coaching qualification 	\$ 41.69	\$ 42.94	\$ 44.22
Level 3	<ul style="list-style-type: none"> • Played/plays or umpires sport at school/university/club level • More than 4 years coaching experience • Coaches/coached at a high level (club/state) • Level 1 coaching qualification 	\$ 44.76	\$ 46.10	\$ 47.48
Level 4	<ul style="list-style-type: none"> • Played/plays or umpires sport at school/university/club level • More than 6 years coaching experience • Coaches/coached at high level (club/state) • Level 1 or 2 coaching qualification 	\$ 49.39	\$ 50.88	\$ 52.40

Outdoor Education Assistants and Leaders (COUT)

All Outdoor Education employees must have the following current certifications prior to commencing work and it is their responsibility to keep them current whilst working at the College

- Working with Children's Check (Employee)
- Attainment and validation of Anaphylaxis (theory and practical assessment)

For those leading a group additional prerequisites

- First Aid Qualification - Advanced Wilderness First Aid Certification or equivalent
- Attainment and yearly updating of CPR qualification
- Relevant Qualification, examples below
 - Bachelor of Sport and Outdoor Recreation
 - Diploma Outdoor Recreation / Tourism
 - Certificate IV Outdoor recreation / guiding
 - Bachelor Outdoor and Environmental Education
 - Bachelor Education (Outdoor Education)
 - Cert III in Outdoor Recreation / Guiding

The progression to another level is not automatic. An Employee must have the necessary qualifications and/or experience before making a written application to the Head of Outdoor Education for progression to the next level. A meeting must be held between the Head of Outdoor Education and the Employee.

Description	Classification	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Level 0	Outdoor Assistant with less than two years' experience in supporting outdoor activities (or studying in the area) or experience working with children.	\$ 31.04	\$ 31.97	\$ 32.93
Level 1	Outdoor Assistant with greater than two years' experience in supporting outdoor activities (or studying in the area) or significant experience working with children.	\$ 34.28	\$ 35.31	\$ 36.37
Level 2	Outdoor Leader with relevant qualification, with less than one years' experience in leading outdoor activities or significant experience working with children.	\$ 39.99	\$ 41.19	\$ 42.43
Level 3	Outdoor Leader with relevant qualification, with more than one years' experience in leading outdoor activities or significant experience working with children.	\$ 45.68	\$ 47.05	\$ 48.47
Level 4	Outdoor Leader with relevant qualification, with at least three years' experience in leading outdoor activities and significant experience working with children.	\$ 51.41	\$ 52.95	\$ 54.54
Level 5	Outdoor Leader with relevant qualification, with at least five years' experience in leading outdoor activities, including more than one year's work with St Leonard's College in a coordinating / senior position.	\$ 57.11	\$ 58.83	\$ 60.59

Catering (CCAT)

Catering employees must have the following current and relevant certifications prior to commencing work and it is their responsibility to keep them current whilst working at the College

- Working with Children's Check (Employee)
- Attainment and validation of Anaphylaxis (theory and practical assessment), when working in the cafeteria when children are present.
- Food handling certificate if involved with food preparation.
- RSA certification if serving alcohol at College functions

The progression to another level is not automatic. An Employee must have the necessary qualifications and/or experience before making a written application to the College for progression to the next level. A meeting must be held with the Employee.

Catering staff who work in the cafeteria and at functions when required

Description	Classification	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Level 0	Less than two years work at the College or less than two years' experience in the field	\$ 33.82	\$ 34.83	\$ 35.88
Level 1	Between two- and three-year's work at the College or between two- and three-years' experience in the field	\$ 34.99	\$ 36.04	\$ 37.13
Level 2	Greater than three years and less than five years work at the College or greater than three or less than five years' experience in the field	\$ 37.34	\$ 38.46	\$ 39.62
Level 3	Greater than five years work at the College or greater than five years' experience in the field	\$ 39.27	\$ 40.45	\$ 41.66
Level 4	Chef or equivalent qualification for the required role (where required by the Employer to perform the duties of a chef)	\$ 44.35	\$ 45.68	\$ 47.05

Catering staff that work at functions only (CFNC)

Description	Classification	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Level 0	Less than five years work at the College or less than five years' experience in the field	\$ 30.79	\$ 31.72	\$ 32.67
Level 1	Greater than five years work at the College or greater than five years' experience in the field	\$ 39.27	\$ 40.45	\$ 41.66

Language Assistants (CLAN)

Language Assistant employees must have the following current and relevant certifications prior to commencing work and it is their responsibility to keep them current whilst working at the College

- Working with Children's Check (Employee)
- Attainment and validation of Anaphylaxis (theory and practical assessment)
- If required, relevant qualifications.

The progression to another level is not automatic. An Employee must have the necessary qualifications and/or experience before making a written application to the College for progression to the next level. A meeting must be held with the Employee.

Description	Classification	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Level 0	No Qualifications, native speaker	\$ 47.84	\$ 49.27	\$ 50.75
Level 1	Language Qualification(s), native speaker	\$ 76.21	\$ 78.50	\$ 80.86
Level 2	VIT Teacher Qualification in Languages	\$ 78.83	\$ 81.20	\$ 83.63

Nurse (CNUR)

Nurse employees must have the following current and relevant certifications prior to commencing work and it is their responsibility to keep them current whilst working at the College

- Registered Nurse certification
- Attainment and validation of Anaphylaxis (theory and practical assessment)
- Working with Children's Check (Employee)

The progression to another level is not automatic. An Employee must have the necessary qualifications and/or experience before making a written application to the College for progression to the next level. A meeting must be held with the Employee.

Description	Classification; specific roles	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Level 0	Registered nurse, division 2 (medication endorsed)	\$ 49.53	\$ 51.02	\$ 52.55
Level 1	Registered nurse, division 1	\$ 58.27	\$ 60.01	\$ 61.82

Administration (CADM)

Administration employees must have the following current and relevant certifications prior to commencing work and it is their responsibility to keep them current whilst working at the College

- Working with Children's Check (Employee)
- If required, relevant administration qualifications (e.g. Certificate III or IV in Business Administration)
- Attainment and validation of Anaphylaxis (theory and practical assessment)

The progression to another level is not automatic. An Employee must have the necessary qualifications and/or experience before making a written application to the College for progression to the next level. A meeting must be held with the Employee.

Description	Classification	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Level 0	<ul style="list-style-type: none"> • Junior Administration Assistant • No Qualifications • Less than one year working at the College or less than one years' experience in the field 	\$ 37.45	\$ 38.57	\$ 39.73
Level 1	<ul style="list-style-type: none"> • General Administration Assistant • Qualification in administration or equivalent • Between one- and two-year's work at the College or between one- and two-years' experience in the field 	\$ 45.17	\$ 46.52	\$ 47.92
Level 2	<ul style="list-style-type: none"> • General Administration Assistant with specialisation • Qualification in administration or equivalent • Between two- and five-year's work at the College or between two- and five-years' experience in the field 	\$ 47.97	\$ 49.41	\$ 50.89
Level 3	<ul style="list-style-type: none"> • Experienced Administration Assistants or highly proficient in a specialised area • Qualification in administration or equivalent • Greater than five years work at the College or greater than five years' significant experience in the field 	\$ 50.12	\$ 51.62	\$ 53.17

Aides, Technicians and Facilities (CATF)

These employees must have the following current and relevant certifications prior to commencing work and it is their responsibility to keep them current whilst working at the College

- Working with Children's Check (Employee)
- Attainment and validation of Anaphylaxis (theory and practical assessment)

The progression to another level is not automatic. An Employee must have the necessary qualifications and/or experience before making a written application to the College for progression to the next level. A meeting must be held with the Employee.

Description	Classification; specific roles	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Level 0	<ul style="list-style-type: none"> • Learning Enhancement Assistants, no qualifications and less than two years' experience in the field • General facilities roles 	\$ 33.82	\$ 34.83	\$ 35.88
Level 1	<ul style="list-style-type: none"> • Learning Enhancement Assistants, no qualifications with greater than two years' experience in the field • Out of School Hours Care Assistant 	\$ 36.17	\$ 37.25	\$ 38.37
Level 2	<ul style="list-style-type: none"> • Learning Enhancement Assistants with relevant qualifications 	\$ 39.35	\$ 40.53	\$ 41.75
Level 3	<ul style="list-style-type: none"> • Library Supervisors with less than three years working at the College 	\$ 42.81	\$ 44.09	\$ 45.42
Level 4	<ul style="list-style-type: none"> • Early Childhood Coeducator, Library Supervisors with greater than three years working at the College 	\$ 44.71	\$ 46.05	\$ 47.44
Level 5	<ul style="list-style-type: none"> • Special Projects, with experience 	\$ 47.97	\$ 49.41	\$ 50.89

Exam Supervisors (CEXM)

A casual Exam Supervisor will be paid each year according to the Victorian Curriculum and Assessment Authority (VCAA) rates.

These employees must have the following current documentation prior to commencing work and it is their responsibility to keep them current whilst working at the College

- Working with Children's Check (Employee)

Other varied Casual Employees (CVAR)

These employees must have the following current and relevant certifications prior to commencing work and it is their responsibility to keep them current whilst working at the College

- Working with Children's Check (Employee)
- Attainment and validation of Anaphylaxis (theory and practical assessment)

The progression to another level is not automatic. An Employee must have the necessary qualifications and/or experience before making a written application to the College for progression to the next level. A meeting must be held with the Employee.

Description	Classification; specific roles	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Level 0	<ul style="list-style-type: none"> • Student Study Assistants • Debating Coaches • Social Justice Mentors Or any other similar role	\$ 30.79	\$ 31.72	\$ 32.67
Level 1	All categories in Level 0 with greater than three years working at the College or similar experience.	\$ 33.82	\$ 34.83	\$ 35.88

Schedule 5: Classifications and Salaries for Music Instructors

Relevant Tertiary Qualifications

- Teaching Degree, specialization Music
- Bachelor or Diploma of Music or equivalent (or higher, e.g. Masters)

Classification Table

Description	Level 0	Level 1	Level 2
Classification	Less than two years working at the College or less than two years' experience in the field	<ul style="list-style-type: none"> • Between two- and five-year's work at the College or between two- and five-years' experience in the field; and • Relevant qualification, or currently studying a relevant qualification 	<ul style="list-style-type: none"> • Greater than five year's work at the College or greater than five years' experience in the field; and • Relevant qualification
Supervision	Works always with other colleagues in settings other than private lessons	Works alone tutoring groups in classes and/or ensembles	Directing or tutoring students in both curricular and cocurricular settings.
Instructing duties	<ul style="list-style-type: none"> • Private music lessons • Accompaniment • Tutoring within an existing program 	<ul style="list-style-type: none"> • Private music lessons • Accompaniment • Tutoring within an existing program • May direct a cocurricular ensemble 	<ul style="list-style-type: none"> • Private music lessons • Accompaniment • Tutoring within an existing program • May direct a cocurricular ensemble • May have instructing responsibility within the music program
Demonstrated skills	Performance specific skills appropriate to delivering private lessons, tutoring or accompanying	Demonstrated experience as a professional performer or as an instructor that is relevant to their instructing duties	Demonstrated higher level professional standing as a performer and/or teacher
Tertiary Qualifications	No qualification	Completed or Studying a relevant qualification	Completed relevant qualifications
Reporting responsibilities	Provide written feedback to parents on private music lessons	<ul style="list-style-type: none"> • Provide written feedback to parents on private music lessons • May provide feedback to responsible staff within music programs 	<ul style="list-style-type: none"> • Provide written feedback to parents on private music lessons • May provide feedback to responsible staff within music programs

SALARIES

Full time, Part Time or Fixed Term

All rates are inclusive of 17.5% Annual Leave Loading

The progression to another level is not automatic. An Employee must have the necessary qualifications and/or experience before making a written application to the College for progression to the next level. A meeting must be held with the Employee.

Contract	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
Level 0	\$ 73,690.78	\$ 75,901.50	\$ 78,178.55
Level 1	\$ 86,161.52	\$ 88,746.37	\$ 91,408.76
Level 2	\$ 99,085.75	\$ 102,058.33	\$ 105,120.07

Casual (CMUS)

All casual Music Instructor employees must have the following current certifications prior to commencing work and it is their responsibility to keep them current whilst working at the College

- Working with Children's Check (Employee)
- Attainment and validation of Anaphylaxis (theory and practical assessment)
- Relevant Qualification, examples below
 - Teaching Degree, specialization Music
 - Bachelor or Diploma of Music or equivalent (or higher, e.g. Masters)

A casual Music Instructor will be paid each year according to Victorian Music Teachers Association (VMTA) hourly rates.

Casual	2023 - 1 Feb	2024 – 1 Feb	2025 – 1 Feb
VMTA rate	\$83.00	TBC	TBC

EXECUTED as an agreement this 06 day of April 2023

EMPLOYER REPRESENTATIVE

Signed:  _____

Date: 6/4/23 _____

Name in full (printed): Peter Clague _____

Position title: Principal _____

Authority to sign explained: Principal, St Leonard's College _____

Address: c/o 163 South Road, BRIGHTON EAST, VICTORIA 3187 _____

Witnessed by  _____

Witness name in full: Virginia Tonc _____

Witness address: c/o 163 South Road, BRIGHTON EAST, VICTORIA 3187 _____

EMPLOYEE REPRESENTATIVE

Signed:  _____

Date: 6/4/23 _____

Name in full (printed): Vaughan Anderson _____

Position title: Teacher _____

Authority to sign explained: IEU Representative/Teacher _____

Address: c/o 163 South Road, BRIGHTON EAST, VICTORIA 3187 _____

Witnessed by:  _____

Witness name in full: Virginia Tonc _____

Witness address: c/o 163 South Road, BRIGHTON EAST, VICTORIA 3187 _____

**IN THE FAIR WORK
COMMISSION**

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2023/1033

Employer:

St Leonard's College (**Employer**)

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the St Leonard's College Agreement 2023 (**Agreement**)

Authorised representative:

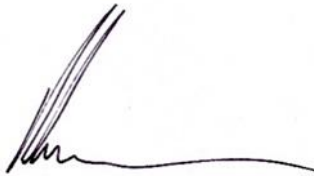

Peter Clague
Principal

Undertaking- Section 190

For and on behalf of the Employer I, Peter Clague:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
 - a. At the end of clause 8.8.1 of the Agreement the following is to be included:

“Where a Teacher is engaged as a Fixed Term Employee, the period of the engagement must be at least 4 weeks but not more than 12 months on either a full-time or part-time basis. If the fixed term engagement is to replace a Teacher on parental leave the period of the engagement can be up to a maximum of three years.”

Date signed:	11/05/2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Peter Clague
Signature:	
Witness name:	Virginia Tonc
Witness signature:	

CONTACT THE IEU

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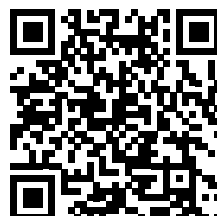
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WEBSITE

www.ieuvictas.org.au

SOCIAL MEDIA

@ieuvictas



**Join the IEU
online today**

ieuvictas.org.au/join

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.

