



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St Michael's Grammar School T/A St Michael's Grammar School
(AG2021/8774)

ST MICHAELS GRAMMAR SCHOOL ENTERPRISE AGREEMENT 2022

Educational services

COMMISSIONER P RYAN

SYDNEY, 4 FEBRUARY 2022

Application for approval of the St Michael's Grammar School Enterprise Agreement 2022

[1] St Michaels Grammar School Enterprise Agreement 2022 (Employer) has made an application for approval of an enterprise agreement known as the *St Michaels Grammar School Enterprise Agreement* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

Section 190 Undertakings

[2] The employer provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement

Sections 186, 187, 188 and 190

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

Section 183

[4] The Independent Education Union of Australia (IEU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it.

[5] In accordance with s.201(2), I note that the Agreement covers the IEU.

Approval

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 February 2022. The nominal expiry date of the Agreement is 31 January 2026.



COMMISSIONER

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St Michael's Grammar School

St Michael's Grammar School Enterprise Agreement 2022

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

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Part 1—Application and Operation

1. Title

This Agreement is to be known as the St Michael's Grammar School Enterprise Agreement 2022 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172 (2) of the Fair Work Act 2009 (Cth).

2. Commencement and period of operation

2.1 After approval by the Fair Work Commission (FWC), the Agreement will come into operation either after 7 days or on the first pay period after 1 January 2022, whichever is the later.

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

3. Definitions and interpretation

Act	means the <i>Fair Work Act 2009 (Cth)</i> or its successor
Award	means the <i>Educational Services (Teachers) Award 2020</i> and the <i>Educational Services (General Staff) Award 2020</i> or their successors
Childcare services	means Educational Support Staff whose principal duties are to work with children in a childcare centre or an outside school hours care program
Classroom/Curriculum support services (CCS)	means Educational Support Staff whose principal duties are to provide support: <ul style="list-style-type: none"> to Teachers and students in a primary or secondary classroom or to individual students or groups of students; or to the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre whose principal duties are to work with children in an early learning centre operated by a school for pre-primary aged children This group is a sub-set of the Educational Support Staff (ESS) group
Co-curricular program	means all supplementary educational programs for students including but not limited to Exodus, Co-curricular, Incursion, Excursion, Immersion
Continuous Service	Includes all service for which paid leave was applicable. Periods of unpaid but authorised leave do not break continuity of service
CRT	Casual Relief Teacher
Early Childhood Services	means an Employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood Teacher)
Educational Support Staff (ESS)	means an Employee other than a Teacher, who is covered by this Agreement
Employee	means a person covered by this Agreement with a right to work within Australia
School/the School	means St Michael's Grammar School ABN 1200 642 1861
Family Violence	Has the same meaning as set out in the <i>Family Violence Protection Act 2008 (Vic)</i> (Act)
Five-year trained Teacher	means a Teacher: <ul style="list-style-type: none"> who has completed an undergraduate degree or a degree in education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or

	<ul style="list-style-type: none"> who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood Teachers
Four-year trained Teacher	<p>means a Teacher:</p> <ul style="list-style-type: none"> who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university; or who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood Teachers
FWC	means the Fair Work Commission or its successor
Head of the School	means the Principal of St Michael's Grammar School or their nominee
Hours of Work Guidelines	means the guidelines developed by the School in consultation with Employees to confirm hours of work expectations
Immediate Family	<p>means:</p> <ul style="list-style-type: none"> a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee whether current or former
Instructional services	means a sports coach whose principal duties are to provide instruction to students participating in sports
LSL Act	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor
Medical Practitioner	means a person registered or licensed as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners
NES	means the National Employment Standards as contained in the <i>Fair Work Act 2009 (Cth)</i>
Non term weeks	means weeks, or part thereof, in the school year other than term weeks and includes periods designated as school holidays for students. The total number of non term weeks will not be less than the total number of non term weeks gazetted for Victorian Government Schools
Nursing services	means an Educational Support Staff who is a Registered Nurse in the relevant State/Territory and is employed as such
Personal leave	means sick leave and carer's leave
School administration services	<p>means Educational Support Staff whose principal duties are in the functional areas of a school's business operations, including but not limited to:</p> <ul style="list-style-type: none"> clerical/administration finance marketing, student enrolment and communications information technology people and strategy information management
School operational services	<p>means Educational Support Staff whose principal duties are to support the other services of a school, including but not limited to:</p> <ul style="list-style-type: none"> construction, plumbing, carpentry, painting and other trades; cleaning, maintenance, gardening, school facility management

School Psychologist	means a person registered, or licensed, as a psychologist under a law of a State or Territory that provides for the registration or licensing of psychologists in the state of Victoria
School year	means the period of 12 months commencing from the day Employees are required to attend the School for the new educational year, as determined by the School, and includes term weeks and non term weeks. This also refers to the Pre-School year
Superannuation legislation	means legislation that addresses superannuation entitlements including the <i>Superannuation Guarantee (Administration) Act 1992 (Cth)</i> , the <i>Superannuation Guarantee Charge Act 1992 (Cth)</i> , the <i>Superannuation Industry (Supervision) Act 1993 (Cth)</i> and the <i>Superannuation (Resolution of Complaints) Act 1993 (Cth)</i>
Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic)</i> and is employed to teach an educational program. This definition includes Early Childhood Teachers and qualified Teacher Librarians but does not include a person employed as a Head of the School or a Deputy Head of the School, or those in Senior Leadership positions, by whatever name called
Term weeks	means the weeks, or part thereof, in the School year that students are required to attend and designated student free days as set out in the School calendar of the School
Victorian Institute of Teaching	means the Statutory Authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i> and the <i>Education and Training Reform Regulations 2017 (Vic)</i>
Wellbeing services	means Educational Support Staff whose principal duties are to support the health and wellbeing of students, and Employees, where appropriate. This may include home/school liaison, first aid assistants, counsellors and therapists
Workplace Injury and Rehabilitation Compensation Act	means the <i>Workplace Injury and Rehabilitation Compensation Act 2013 (Vic)</i> or its successor

4. Coverage

4.1 This Agreement covers:

- (a) the School;
- (b) Teachers as defined in clause 3 of this Agreement; and
- (c) Educational Support Staff.

4.2 This Agreement does not cover:

- (a) Head of the School by whatever name called;
- (b) any members of the School Leadership Team, or those in Senior Leadership positions, who do not have a teaching load, by whatever name called;
- (c) any Educational Support Staff employee who earns more than the high-income threshold as defined by section 333 of the Act as amended pursuant to the *Fair Work Regulations 2009 (Cth)* who is engaged as a Manager;
- (d) Music Tutors;
- (e) Apprentices;
- (f) Trainees; or
- (g) Employees on a supported wage system.

5. Relationship to Awards

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to Employees covered by this Agreement including, but not limited to, the *Educational Services (Teachers) Award 2020* and the *Educational Services (General Staff) Award 2020*.

6. No extra claims

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

7. Application and Relationship to the NES

- 7.1 The Agreement is not intended to exclude the NES and may provide ancillary or supplementary terms in respect of the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement is less favourable.
- 7.2 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

8. Agreement flexibility

8.1 The School and Employee covered by this Agreement may agree to enter an individual flexibility arrangement under this clause to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the School and Employee in relation to one or more of the matters mentioned in paragraph 8.1 (a); and
- (c) the arrangement is genuinely agreed to by the School and Employee.

8.2 The School must ensure that the terms of the individual flexibility arrangement:

- (a) are about matters that would be permitted matters under section 172 of the Act; and
- (b) do not include any term that would be an unlawful term under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

8.3 The School must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the School and Employee; and
- (c) is signed by the School and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of

his or her employment as a result of the arrangement; and
(e) states the day on which the arrangement commences.

- 8.4** The School must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5** The School or Employee may terminate the individual flexibility arrangement:
- (a)** by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b)** if the School and Employee agree in writing — at any time.
- 8.6** The Employee may appoint a representative for the purposes of entering a flexibility arrangement.

Part 2—Consultation and Dispute Resolution

9. Consultation clause

9.1 This term applies if the School:

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

Major Change

9.2 For a major change referred to in clause 9.1(a):

- a) the School must notify the relevant Employees of the decision to introduce the major change in writing; and
- b) sub clauses 9.3 to 9.9 apply.

9.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

9.4 If:

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

9.5 As soon as practicable after making its decision, prior to the implementation of the proposed major change, the School must discuss with the relevant Employees:

- a) the introduction of the change; and
- b) the effect the change is likely to have on the Employees; and
- c) the measures the School is taking to avert or mitigate the adverse effect of the change on the Employees; and

for the purposes of the discussion – provide, in writing, to the relevant Employees:

- a) all relevant information about the change including the nature of the change proposed; and
- b) information about the expected effects of the change on the Employees; and
- c) any other matters likely to affect the Employees.

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

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

9.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the School, the requirements set out in clause 9.2(a) and clauses 9.3 and 9.5 do not apply.

- 9.9** For the purpose of clause 9, a major change is likely to have a significant effect on Employees if it results in:
- a)** the termination of the employment of Employees;
 - b)** major change to the composition, operation or size of the School's workforce or to the skills required of Employees;
 - c)** the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - d)** the alteration of hours of work;
 - e)** the need to retrain Employees;
 - f)** the need to relocate Employees to another workplace; or
 - g)** the restructuring of jobs.

Consultation about change to regular roster or ordinary hours of work

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

- the School must notify the relevant Employees of the proposed change; and
- clauses 9.11 to 9.15 apply.

9.11 The relevant Employees may appoint a representative for the purposes of the procedures in clauses 9.10 to 9.15.

9.12 If:

- the relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of the consultation; and
- the Employee or Employees advise the School of the identity of the representative; the School must recognise the representative.

9.13 As soon as practicable after proposing to introduce the change, the School must:

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

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

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

9.16 For the purposes of 9.10 to 9.15, the School's educational timetable in respect of academic classes and student activities which:

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

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

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

Then clauses 9.11 to 9.15 will apply.

9.18 In this clause:

relevant Employees means the Employees who may be affected by a major change referred to in clause 9.1.

10. Dispute resolution

10.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

10.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause. The School will recognise the Employee's representative.

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

10.4 If discussions at the workplace level do not resolve the dispute, the Employee may raise the matter with the relevant Manager and up to the Head of the School. Where a dispute is not resolved by discussions at the employment level, a party to the dispute may refer the dispute to the FWC.

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

- (a) the FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) if the dispute relates to the NES arbitrate the dispute; and
 - (ii) for disputes that relate to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties; and make a determination that is binding on the parties

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

10.6 The parties to the dispute (and their representatives, if any) must genuinely and expeditiously attempt to resolve the dispute through the processes prescribed in this clause.

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

- (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 has notified the School of their concern; and
- (b) an Employee must comply with a direction given by the School to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) the *Occupational Health and Safety Act 2004* (Vic) would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

Part 3— Conditions for all Employees

11. Salary packaging

- 11.1** Employees may apply to receive a salary packaging arrangement in the form of non-cash benefits by providing written notification to the School.
- 11.2** The School will accept the Employee's application to receive a salary packaging arrangement if:
- (a)** there is no additional cost to the School; and
 - (b)** the application is in line with applicable legislation and Australian Taxation Office Rulings.
- 11.3** Once commenced, the salary packaging arrangement will continue unless terminated in writing by either party.

12. Minimum Employment period

- 12.1** An Employee's employment is contingent upon the satisfactory completion of a six-month minimum employment period.
- 12.2** If the School terminates the employment of an Employee during the minimum employment period, the School does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or clause 28 - Performance and Conduct Management.
- 12.3** If the School terminates the employment of an Employee during the minimum employment period, then the Employee is entitled to the following notice or payment in lieu of notice:
- Teaching staff – seven (7) weeks' notice
 - Educational Support Staff – one (1) weeks' notice
- 12.4** If the Employee resigns within the minimum employment period the Employee is required to give the same notice required of the School in clause 12.3 above.

13. Tuition Fee discounts

- 13.1** A full-time Employee, for the duration of the Employee's employment with the School, is entitled to a discount on Tuition Fees for each child of the Employee enrolled in Years K-12 as outlined below:
- 1st year of service = 20%
 - 2nd year of service = 30%
 - 3rd year of service = 40%
 - 4th or additional years of service = 50%
- 13.2** The discount specified in clause 13.1 applies to the child's Tuition Fee only. The Employee is required to pay in full, all other charges and fees incurred in relation to the education of the child by the School.
- 13.3** A part-time Employee is entitled to the Tuition Fee Discount specified by Clause 13.1 above on a pro rata basis in accordance with the part-time Employee's time fraction. The discount will be adjusted at the time the Employee's time fraction changes.
- 13.4** Where the School employs both parents of a child, only one parent will be entitled to receive the Tuition Fee Discount specified in clause 13.1.

14. Annual leave

14.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.

14.2 Clause 38 provides further details on conditions related to annual leave entitlements for Teachers. Clause 42 provides further details on conditions related to annual leave entitlements for Educational Support Staff.

14.3 Timing of annual leave

- (a) A Teacher must take annual leave during non term weeks. Leave must generally be taken in the period immediately following the final term week of the current School or preschool year, unless otherwise agreed with the School.
- (b) Educational Support Staff who are not required to work during non term time must take annual leave during non term weeks. Leave must generally be taken in the period immediately following the final term week of the current School or preschool year, unless otherwise agreed with the School.
- (c) The School may require Educational Support Staff to take their annual leave during non term weeks.
- (d) The School may designate some of the non term weeks as a shutdown period in which the operations of the School may be closed or operate at minimum staffing levels. Unless alternative arrangements are agreed between the School and a particular Employee, Educational Support Staff are required to take annual leave during shutdown periods observed by the School.

15. Annual leave loading

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

15.2 An Employee who has served throughout the School year is entitled to a leave loading of 17.5% on four (4) weeks' annual leave. The loading will normally be paid:

- (a) in December's pay of each year; or
- (b) on the termination of the Employee's employment

15.3 Leave loading for Teachers is to be calculated using the following formula:

$$\frac{[\text{Weekly salary at the ordinary rate} \times 4 \times 17.5\%] \times \text{term weeks worked by the Teacher in that school year}}{\text{Total term weeks in that school year}}$$

15.4 Leave loading for Educational Support Staff is to be calculated using the following formula:

$$\frac{[\text{Weekly salary at the ordinary rate} \times 4 \times 17.5\%] \times \text{weeks worked by the Employee in that year}}{52.18}$$

16. Personal leave

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

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

16.3 Paid sick leave is taken due to a personal illness or injury (mental and/or physical).

16.4 Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

16.5 Notice and Evidentiary Requirements

16.5.1 An Employee is entitled to personal leave provided that, where requested to do so by the School, the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration on the following occasions:

- for any absence of two (2) or more consecutive days;
- for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term or approved leave which would not otherwise require the provision of evidence; and
- where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one school year; and
- for any absence at any time.

16.5.2 An Employee must notify the School of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's immediate family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

16.5.3 The Employee must, where practicable, give the School notice of their intention to take carer's leave, prior to the absence. The notice must include:

- the name of the person requiring care and support and the person's relationship to the Employee;
- the reasons for taking such leave; and
- the estimated length of absence.

16.5.4 If it is not practicable for the Employee to give prior notice of their absence, the Employee must notify the School by telephone, email or text message of such absence at the first opportunity on the day of the absence in accordance with operational guidelines on the School's intranet.

16.6 Paid Personal Leave Entitlement

16.6.1 This clause does not apply to casual Employees.

16.6.2 Paid personal leave may be taken for part of a single day or for a full day.

16.7 Personal Leave Entitlement- Teachers, Classroom Curriculum Support Services

16.7.1 A full-time Teacher or Classroom Curriculum Support Services Employee is entitled to 15 days of paid personal leave in each year of service. A part-time Teacher or Classroom Curriculum Support Services Employee is entitled to paid personal leave on a pro rata basis based on the Employee's specified hours.

16.8 Personal Leave Entitlement – Educational Support Staff (excluding Classroom Curriculum Support Services Employees)

16.8.1 Educational Support Staff are entitled to personal leave in accordance with the NES. Full-time Educational Support Staff are entitled to 15 days of paid personal leave per year of service. Part-time Educational Support Staff are entitled to paid personal leave on a pro rata basis based on the Employee's specified hours.

16.9 Paid Carer's Leave

16.9.1 Except under compelling circumstances, an Employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

17. Compassionate leave

- 17.1** Compassionate leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 17.2** An Employee may take up to three (3) days' paid leave per occasion when
- (a)** a member of the Employee's Immediate Family or household dies;
 - (b)** when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life;
 - (c)** 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
 - (d)** the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- 17.3** Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the School and the Employee.
- 17.4** The Employee is entitled to compassionate leave only if the Employee gives the School on request any evidence that the School reasonably requires of the illness, injury or death. Reasonable evidence may either take the form of a medical certificate from a Medical Practitioner or statutory declaration.

18. Community service leave

- 18.1** Community service leave is provided for in the NES.
- 18.2** **Jury service leave**
- (a)** An Employee who is required to appear and/or serve as a juror will be granted leave for the period their attendance at court is required.
 - (b)** An Employee must notify the School as soon as possible of the date/s upon which the Employee is required to attend court for jury service.
 - (c)** An Employee must provide the School with written proof of their required attendance for jury service and an estimate of the duration of their absence from duty.
 - (d)** The Employee must inform the School immediately of any change to the known period of absence and provide the School with written proof of the payments made to the Employee by Court Authorities for their jury service.
 - (e)** Subject to clause 18.2(b), (c) and (d), the School will pay the Employee their normal salary and then deduct an amount equal to the payment the Employee received for the Employee's attendance for such jury service in the following pay or as otherwise agreed.
 - (f)** The Employee will provide proof of payment to the School within 21 days of the jury leave concluding.

19. Family Violence Leave

The School recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the School is committed to providing support to staff who experience Family Violence in accordance with this clause.

19.1 Definition

For the purpose of this clause, family violence has the same meaning as specified in the *Family Violence Protection Act 2008 (Vic) (FV Act)*. Under the FV Act, family violence is defined as behaviour by a person towards a family member of that person if that behaviour:

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

19.2 Leave entitlement

19.2.1 An Employee, who is not a casual Employee, and who is subject to family violence is entitled to five (5) days per year of paid family violence leave for the purpose of:

- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
- (b) relocation or making other safety arrangements; or
- (c) other activities reasonably associated with the experience of family violence.

For Casual Employees family violence leave will be taken as unpaid leave.

19.2.2 An Employee who supports a person experiencing family violence may access carer's leave to accompany a person to court, hospital or to mind children.

19.2.3 Family violence leave may be taken as consecutive or single days, including half days.

19.2.4 Family violence leave is not cumulative from year to year.

19.3 Notice and Evidentiary Requirements

19.3.1 The Employee shall give notice to the Head of the School as soon as reasonably practicable of the Employee's request to take family violence leave.

19.3.2 The Employee may be required to provide documentary evidence that would satisfy a reasonable person that the leave is for a purpose as set out above in clause 19.2.1. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the Employee may provide a statutory declaration.

19.3.3 The School will not place the documentary evidence provided under clause 19.3.2 on the Employee's file, unless expressly permitted by the Employee. Instead, the School may place a note on the Employee's file confirming:

- (a) the dates that family violence leave was taken; and
- (b) that documentary evidence was sighted by the School.

19.3.4 Personal information provided by the Employee to the School concerning family violence will be treated confidentially as far as reasonably practicable to do so, unless the Head of the School deems disclosure to be necessary for operational reasons.

19.3.5 The Employee may make a request and the School will make any reasonable adjustments to the Employee's employment or working conditions while they are experiencing family violence. The temporary changes to an Employee's role will be reviewed at agreed periods.

20. Public holidays

20.1 Public holidays are provided for in the NES.

20.2 Public holidays that occur during a period of leave for Employees in accordance with clauses 38 and 42 do not create an additional entitlement.

20.3 By agreement between the School and the majority of Employees, or an individual Employee, an alternative day or part day, may be taken as the public holiday in lieu of gazetted days. If an Employee wishes to take a non-gazetted day as a religious day of significance holiday, then they may take that day as a leave without pay, paid annual leave or use time in lieu.

20.4 An agreement made in accordance with Clause 20.3 must be recorded in writing and made available to every affected Employee.

20.5 Payment for work on a public holiday

20.5.1 Educational Support Staff who are required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the School and the Employee have agreed to the Employee taking a day off instead of payment in which case the Employee will be paid at the ordinary time rate for work on the public holiday.

20.5.2 Clause 20.5 does not apply to Teachers.

21. Long service leave

21.1 Entitlement

21.1.1 A Teacher or Classroom Curriculum Support Staff member is entitled to long service leave of 13 weeks upon the completion of ten (10) years of continuous employment with the School. A Teacher or Classroom Curriculum Support Staff member is entitled to an additional six (6) and a half weeks long service leave for each additional five (5) years of continuous employment with the School.

21.1.2 An Employee other than a Teacher or Classroom Curriculum Support Staff member (Educational Support Staff) is entitled to long service leave as specified in the *LSL Act* or other applicable instrument.

21.1.3 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.

21.1.4 An Employee, whose service has been all full-time, or all at the same part-time fraction, is paid during long service leave at the Employee's full-time equivalent salary.

21.1.5 A Teacher and Employees engaged as school administration services or nursing services Employees, whose time fraction has varied during their service, are paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.

21.1.6 An Employee engaged as a Classroom/Curriculum Support services Employee, School Operational services Employee, a School Psychologist, Wellbeing services Employee or an Instructional services Employee whose time fraction has varied during the 12 months prior to taking the leave or termination, is paid their service, is paid a proportionate rate which is the greater of:

- (a) the average weekly number of hours worked by the Employee in the 12 months immediately before the Employee takes long service leave; or

- (b) the average weekly number of hours worked by the Employee in the 5 years immediately before the Employee takes long service leave.

21.2 Illness on Long Service Leave

21.2.1 Where an Employee becomes ill or suffers an injury during their period of long service leave and they have accrued personal leave, the Employee may apply to the Head of the School in writing for the period of their illness or injury to be treated as personal leave. In assessing the Employee's application, the Head of the School may require the Employee to be examined by a registered medical practitioner of the School's choice, provided the practitioner is reasonably accessible to the Employee. Where the Employee's application is accepted, the School will credit long service leave taken during the period of their illness or injury to the Employee.

21.2.2 The Employee's application:

- (a) must be in writing and received by the School during the period of illness or injury; and
- (b) must be accompanied by a medical certificate from a registered medical practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (c) must indicate whether the Employee wishes to extend their long service leave by the equivalent period of the duration of their illness or injury, or whether the Employee will return from long service leave as planned with the period of illness or injury to be credited to their accrued long service leave entitlement.

22. Parental leave

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

22.2 Variation of period of parental leave

22.2.1 Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the School and the Employee.

22.2.2 An Employee who replaces another Employee who has been granted parental leave will not be entitled to more than four (4) weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time the employment commences.

22.3 Paid parental leave

22.3.1 Application

- (a) This clause does not apply to casual Employees.
- (b) This clause does not apply to an Employee engaged for a fixed term period of less than four (4) years. For the purpose of clarity, an Employee engaged on subsequent fixed term employment contracts, without a break in service, of more than four (4) years will be entitled to paid parental leave based on an average of their hours of work over the period of employment.
- (c) This clause applies to a full-time or part-time Employee who is entitled to unpaid parental leave in accordance with the NES and clause 22 - Parental Leave.
- (d) The payments in clause 22.3.2 and 22.4:
 - (i) are not payable during a period of paid leave;
 - (ii) are payable from the commencement date of the period of parental leave upon the birth or placement or adoption of a child;
 - (iii) are paid at the Employee's ordinary rate of pay;
 - (iv) are inclusive of public holiday pay;
 - (v) are payable to one Employee only, where the School employs both parents of the child; and
 - (vi) are payable whilst the Employee is in receipt of payment under the *Paid Parental Leave Act 2010* (Cth).

22.3.2 Birth-related leave and placement of a child related leave

- (a) An Employee who is entitled to parental leave in accordance with the NES, will be entitled to pro-rata payment for fourteen (14) weeks of leave with pay to be responsible for the care of the child, provided:
- (i) the birth-related leave is taken within six months of the child's birth;
 - (ii) the birth-related leave for the parent who did not give birth to the child, provided that any leave taken in addition to the concurrent period of leave taken at the time of the birth, must be leave taken to be the primary caregiver of the child and must be taken within six months of the child's birth;
 - (iii) adoption or placement of a child-related leave, provided that any leave taken in addition to the concurrent period of leave, must be taken within six months of the day of placement.
- (b) An Employee's parental leave entitlement is calculated based on the average workload for the previous 12 months.
- (i) The payment of 14 weeks is calculated on a continuous period of term weeks and non term weeks;
 - (ii) If the Employee, who is the primary caregiver of the child, takes less than 14 weeks of leave with pay, the Employee will be paid for the period of leave taken.
 - (iii) An Employee must have completed a minimum of 12 months' continuous paid service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.

22.4 Partner leave

An Employee, who has completed at least 12 months' continuous service with the School as at the date of the birth or placement of the child and takes concurrent leave of at least two (2) weeks, will be paid for those weeks. This leave must be taken within the first 12 months of the child's life or placement in the home in up to two (2) separate allotments. For the avoidance of doubt, this may not be taken in addition to paid Parental leave.

22.5 Interaction with other leave entitlements

The periods of leave with pay under clauses 22.3.2 and 22.4 accrue only personal leave, annual leave and long service leave.

23. Leave without pay

- 23.1** A Teacher may apply for leave without pay which may be granted at the discretion of the Head of the School. Entitlements under this Agreement accrue during any period of leave without pay in accordance with the NES.
- 23.2** Educational Support Staff may apply for a further period of leave without pay, in addition to the periods of leave without pay pursuant to clause 43, which may be granted at the discretion of the Head of the School. Educational Support Staff Employees agree that leave entitlements accrue during leave without pay in accordance with the NES.

24. Other Leave

- 24.1** Leave of absence on full or part pay may be granted to an Employee in any case, at the discretion of the Head of the School. These circumstances may include, but will not be limited to examination leave, qualification conferral leave, voluntary emergency activity leave, death or injury of any family member, friend, or household pet and/or other specific personal circumstance that is not covered by an existing leave type.

25. Infectious diseases leave

25.1 Any Employee who is suffering an infectious disease, and is unable to continue to work from home, will be granted a maximum of 10 days special leave without deduction of pay provided the School is satisfied on reasonable medical advice that:

- (a) the Employee has contracted the disease;
- (b) the infectious disease was contracted through a contact at the School; and
- (c) the infectious disease is evident in the School.

25.2 For the purpose of this clause, infectious disease means:

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever
- Hepatitis or
- infectious respiratory diseases such as Covid-19, SARS, bird flu or swine flu or similarly serious and contagious disease.

25.3 The Employee must produce a certificate from a medical practitioner which specifically names the disease prior to the special leave without deduction of pay being granted.

26. Breakage and loss

26.1 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.

27. Protective clothing allowance

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

28. Performance and Conduct Management

This clause will not apply within the minimum employment period or to a casual Employee.

28.1 **Due Process**

28.2 **Why Due Process?**

Expectations around performance and conduct required of an Employee may be communicated in a number of ways including, but not limited to, detail in contracts of employment, policies and procedures, staff handbooks, staff briefings, regular or point-in-time communication from managers, position descriptions for a role and via professional expectations outlined by professional bodies such as the Victorian Institute of Teaching (VIT).

From time to time there may be a need for the School to discuss issues associated with unsatisfactory performance and/or conduct with an Employee to ensure appropriate standards and outcomes are

understood and maintained/achieved, or to ensure that an appropriate duty of care to the School's students, parents or staff is being maintained.

In the interests of both the School and the Employee there should be a flexible approach to managing these issues. Where appropriate to do, so the School will aim to address issues of performance and/or conduct informally with an Employee in the first instance. Addressing matters informally may take a range of forms including but not limited to providing appropriate guidance, information, support, counselling and/or training. However, this clause provides a general procedural framework that will apply when there is a need to address unsatisfactory performance and/or conduct formally.

This clause does not diminish any rights under legislation or the terms of an Employee's contract of employment and operates in conjunction with other School policies. The rules of natural justice and procedural fairness always apply.

28.3 Intent of Due Process

Broadly, Due Process is undertaken on the premise that any informal or formal actions implemented are done so with the intent that the School wishes to see the conduct or performance of the Employee concerned improve and as a result of undertaking the activities that the School expects positive change in conduct or performance to be the outcome.

28.4 Formal Performance Management Procedure

28.4.1 This clause does not apply to Employees within the Minimum Employment period as defined by clause 12, or to Employees engaged on a casual or emergency basis or for a specific period of time or to complete a specific task or tasks, or where employment is terminated as a consequence of conduct that justifies summary dismissal.

28.4.2 Where the informal processes that the School has undertaken have failed to resolve unsatisfactory performance issues, the School may implement a formal performance management procedure. In such cases the School will apply the procedure in this clause 28.

28.4.3 A Formal Performance Management procedure may commence with the School advising the Employee in writing:

- that a Formal Performance Management procedure has commenced
- the School's concerns with the Employee's performance;
- the time, date and place of the first formal meeting to discuss the Employee's performance;
- the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance;
- the School's right to terminate the Employment should the procedure not resolve the School's concerns.

28.4.4 Formal Performance Management meetings may:

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

28.4.5 If, following the procedure, the School's decision is to terminate the employment of the Employee, then the School will give the required period of notice or payment in lieu of notice in accordance with Clause 33.5 and 33.6 of this Agreement.

28.5 Formal Conduct Management Procedure

28.5.1 This clause does not apply to Employees within the Minimum Employment period as defined in clause 12 or to Employees engaged on a casual or emergency basis or for a specific period of time or to complete a specific task or tasks, or where employment is terminated as a consequence of conduct that justifies summary dismissal. In the event of an issue of misconduct the School will apply the procedure in this clause 28.5.

28.5.2 A Formal Conduct Management procedure may commence with the School advising the Employee in writing:

- that a Formal Conduct Management procedure has commenced;
- the School's concern with the Employee's conduct;
- the time, date and place of the meeting to discuss the Employee's conduct;
- the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
- the School's right to terminate the Employee's employment should the School's concern not be resolved.

28.5.3 A Formal Conduct Management meeting may:

- include discussion of the School's concern with the Employee's conduct;
- give the Employee an opportunity to respond to the School's concern unless the School could not reasonably have been expected to provide the Employee with that opportunity.

28.5.4 In the event that serious misconduct is alleged against an Employee, the School will:

- advise the Employee of the School's concerns with the Employee's conduct; and
- give the Employee an opportunity to respond to the School's concern unless the School could not reasonably have been expected to provide the Employee with that opportunity.

28.5.5 The School reserves the right to vary the above procedure where serious misconduct is alleged or where the School deems it appropriate to.

28.5.6 The School reserves the right to place an Employee on leave with pay where there is concern that the alleged conduct matter is of a serious nature and/or where the alleged conduct matter being investigated has the potential to (or has already) placed the Employee or others at risk.

28.5.7 Concerns in respect of an Employee's conduct may be resolved by:

- summary dismissal, where allegations of serious misconduct are substantiated and are of a kind such that it would be unreasonable to require the School to continue the employment during a notice period;
- issuing the Employee with a warning or a final warning in writing where allegations of misconduct are substantiated;
- terminating the employment of the Employee in accordance with the notice provision of clause 33.5 and 33.6 specified in this Agreement where allegations of misconduct are substantiated;
- other action, appropriate to the situation, including taking no action where allegations in respect of an Employee's conduct are not substantiated.

29. Payment of wages and salary

29.1 The School will pay salary by electronic funds transfer to the Employee's nominated financial institution account on a monthly basis. Payment is generally on the 15th of the month and includes payment for all days that the Employee has worked for the School between the first and last days of the month.

29.2 Clause 29.1 does not apply to casual Employees, who are paid on a fortnightly basis.

29.3 When an error in payment of wages or salary package has been made, discussions will take place between the School and Employee, regarding an agreed schedule of repayment by the Employee to rectify the error.

30. Superannuation

30.1 The School will make superannuation contributions on behalf of Employees in line with the Superannuation legislation that governs the superannuation rights and obligations of the parties to this Agreement.

30.2 New Employees

All Employees new to the School from the commencement of this Agreement will be offered the choice to select their own superannuation fund within 28 days of commencing employment. Where an Employee does not make a selection of a complying fund within this time frame, the Employee's existing superannuation fund will be used. All funds selected by Employees must be compliant funds under the relevant legislation and the School reserves the right to decline a chosen fund where that fund requires the School to become a participating School in the trust deed.

30.3 Changing Funds – All Employees

All Employees will have the option to change their superannuation choice once every 12 months. The onus is on the Employee to enact that choice if they would like to make a change. All funds selected must be compliant funds under Superannuation legislation and the School reserves the right to decline a chosen fund where that fund requires the School to become a participating School in the trust deed.

30.4 Voluntary Employee Contributions

Employees wishing to make Voluntary Employee Contributions to their superannuation fund that the School is contributing to, can do so via pre-tax sacrificing or post-tax payment via the School's payroll system. Where an Employee wishes to take up this option, they must advise the School in writing giving the School at least one month's notice.

31. Accident pay

31.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments of compensation under the *Workplace Injury and Rehabilitation Compensation Act 2013* (Vic), the School must pay to the Employee the difference between such weekly payments and the Employee's normal remuneration of the for a period or periods in the aggregate of one continuous period of 39 consecutive weeks for all Employees, whether term time or non term time.

31.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Workplace Injury and Rehabilitation Compensation Act 2013* (Vic), then:

- (a) the Employee does not accrue, except for the period covered by the *Workplace Injury and Rehabilitation Compensation Act 2013* (Vic) to the extent of Accident Pay, any of the following entitlements under this Agreement or under this Act (where relevant) for the duration of any such absence:
 - (i) annual leave; or
 - (ii) paid personal leave.

32. Termination of Employment

32.1 Notice of Termination within the Minimum Employment Period

At any time during the Minimum Employment Period, either the School or the Employee may terminate the employment for any reason, giving the notice outlined in clause 12.

32.2 Reasons for Termination by the School for cause (Other than Redundancy)

32.2.1 Except in the case of redundancy, the School may terminate the employment of an Employee:

- (a) summarily; or
- (b) on notice, for reasons related to the Employee's conduct or performance.

32.2.2 If the School is considering whether to terminate an Employee's employment for reasons related to clause 32.2.1, the School must give the Employee an opportunity to be heard in defense of the allegations unless the School could not reasonably have been expected to give the Employee that opportunity.

32.2.3 The School may terminate an Employee's employment summarily and without notice where allegations of serious misconduct, serious neglect of duty, willful misconduct, or serious misrepresentation are substantiated, and those allegations are of a kind such that it would be unreasonable to require the School to continue the employment.

32.2.4 Stand down – Investigation

- (a) The School may suspend the Employee's employment where:
 - (i) it may be required to investigate any matter potentially warranting summary termination of employment under clause 32.2; and
 - (ii) it is necessary for the protection of the School's operational interests for the Employee to remain away from work while it undertakes an investigation into the Employee's conduct or performance.
- (b) The School will continue to remunerate the Employee in accordance with clause 29 during this period.

32.3 Job Search Entitlement

Where the School has given notice of termination to an Employee under clause 33, an Employee must be allowed up to one day per week time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the School.

32.4 Statement of Service

The School will provide a statement of service to an Employee on request, setting out:

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

References on behalf of the School will only be provided on approval by the Head of the School.

32.5 Notice of Termination – Teachers and School Psychologists

32.5.1 These provisions apply to Teachers and School Psychologists.

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

32.5.3 Notice of Termination by the School:

- (a) Where the School terminates the Employee's employment, the School will give seven (7) weeks' notice in writing or payment in lieu of all or part of the notice, unless mutually agreed.

32.5.4. Notice of Termination by a Teacher or School Psychologist:

- (a) The notice of termination required to be given by a Teacher or School Psychologist is the same as that required of the School, unless mutually agreed.
- (b) If a Teacher or School Psychologist fails to give the notice specified in clause 32.5.4(a), the School may withhold any monies due to the Teacher or School Psychologist on termination under this Agreement or the NES, an amount not exceeding two weeks.

32.6 Notice of Termination – Educational Support Staff

32.6.1. These provisions apply to Educational Support Staff, with the exception of School Psychologists.

32.6.2 Where an Educational Support Staff member's employment is terminated and the minimum employment period has concluded, the School will provide the Educational Support Staff member with 4 weeks' written notice or payment in lieu of all or part of the notice period. Where an Educational Support Staff member is over 45 years of age and has at least two years continuous service, an additional weeks' notice will be given.

32.6.3 For Classroom Curriculum Support Services and Early Childhood services Employees such notice will be 4 weeks, unless mutually agreed.

32.6.4 The notice of termination required to be given by an Employee is the same as that required of the School in accordance with clause 32.6.2 and 32.6.3.

32.6.5 If an Employee fails to give the notice specified in clause 32.6.3 and 32.6.4, the School may withhold any monies due to the Educational Support Staff member on termination under this Agreement or the NES, an amount not exceeding one week.

33. Redundancy

33.1 Redundancy occurs when the School makes a definite decision that a job is no longer required to be filled by anyone and this is not due to the ordinary and customary turnover of labour.

33.2 Alternative employment

The School will discuss with an affected Employee any identified acceptable alternative employment with the School before making a definite decision regarding the redundancy of an Employee's position.

The severance pay prescription provided in clauses 33.5.3 and 33.6.2 shall not apply to an Employee in circumstances where the School offers acceptable alternative employment for the Employee.

33.3 Transfer to lower paid duties

Where the School decides to redeploy an Employee whose position is redundant to lower paid duties, the Employee will be given the same period of notice set out in clause 32 as if the Employee's employment had been terminated.

The School may, at its discretion, make payment in lieu of such notice of an amount equal to the difference between the former ordinary rate of pay and the new ordinary rate of pay for the number of weeks' notice.

33.4 Time off during notice period

An Employee given notice of termination of employment in circumstances of redundancy must be allowed up to one (1) day per week time off during the notice period without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the School.

The Employee may be required to provide evidence of attendance at an interview at the School's request.

33.5 Redundancy – Teachers, Classroom Curriculum Support Services Employees

33.5.1 These provisions apply to full-time and part-time Teachers and Classroom Curriculum Support Services Employees.

33.5.2 These provisions do not apply to Teachers, Classroom Curriculum Support Services Employees employed on a casual or fixed term basis, or where a Teachers, Classroom Curriculum Support Services Employees employment is terminated as a consequence of conduct justifying summary dismissal, or to Educational Support Staff not defined in clause 33.5.1.

33.5.3 Severance pay

A Teacher, Classroom Curriculum Support Services staff member whose employment is terminated by reason of redundancy must be paid the following amount of severance pay in respect of a period of continuous service:

<u>Period of Continuous Service*</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay**
2 years but less than 3 years	8 weeks' pay
3 years but less than 4 years	10 weeks' pay
4 years but less than 5 years	12 weeks' pay
5 years but less than 8 years	14 weeks' pay
8 years or more	2 weeks' pay per year of service to a maximum of 26 weeks

**Continuous service includes all service for which paid leave was applicable.*

***A week's pay means the ordinary rate of pay for the Employee concerned.*

33.5.4 Employee leaving during notice period

An Employee whose employment is terminated by reason of redundancy may terminate their contract of employment during the period of notice and remain entitled to the severance pay provided in clause 33.5.3. The Employee will not be entitled to payment in lieu of notice for the period of notice not served.

33.5.5 Part-time Teacher, Classroom Curriculum Support Services staff members

If a part-time Teacher or Classroom Curriculum Support Services staff members hours are reduced in accordance with clause 35.4.4 or clause 40.4 (f), without their consent, by more than 25% they will be entitled to the provisions of this clause.

33.6 Redundancy – Educational Support Staff (excluding Classroom Curriculum Support Services Employees)

- 33.6.1** These provisions apply to Educational Support Staff. This clause does not apply to Classroom Curriculum Support Services Employees as defined in clause 3.
- 33.6.2** Redundancy pay is provided for in the NES.
- 33.6.3** The amount of redundancy pay equals the total amount payable to the Educational Support Staff member for the redundancy pay period based on the Employee's base rate of pay for his or her ordinary hours of work.
- 33.6.4** If a part-time Educational Support Staff members hours are reduced in accordance with clause 40.4(f), without their consent, by more than 25% they will be entitled to the provisions of this clause.

34. Right to Request Flexible Working Arrangements

- 34.1** An Employee may request a change in their working arrangements from the School if they require flexibility because they:
- (a) are the parent, or have responsibility for the care, of a child who is of school age or younger;
 - (b) are a carer (within the meaning of the Carer Recognition Act 2010);
 - (c) have a disability;
 - (d) are 55 or older;
 - (e) are experiencing violence from a member of their family; or
 - (f) provide care or support to a member of their immediate family or household, who requires care; or support because they are experiencing violence from their family.

If an Employee is the parent of a child or has responsibility for the care of a child and is returning to work after taking parental or adoption leave, the Employee may request to return to work on a part-time basis to help them care for the child.

- 34.2** Employees are not entitled to make the request unless they have completed at least 12 months of continuous service with the School immediately before making the request.
- 34.3** The request must be made in writing and set out details of the change sought and reasons for the change. The School must give Employees a written response to the request within 21 days, stating whether they grant or refuse the request.
- 34.4** The School may refuse the request only on reasonable business grounds. If the School refuses the request, the written response must include the reasons for the refusal.

Part 4 - Conditions for Teachers

35. Types of employment

35.1 Teachers will be employed in one of the following categories:

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

35.2 Terms of engagement

- (a) On appointment, the School will provide the Teacher (other than a casual Teacher) with a letter of appointment stating their classification and rate of salary applicable on commencement, and details for how annual leave loading will be paid.
- (b) Where the School engages the Teacher on a fixed term basis, their letter of appointment will state the period of the employment.
- (c) The School may direct a Teacher to perform such duties as are within the limits of the Employee's skill, competence and training.
- (d) The School will make available to a Teacher at the commencement of employment an outline of their expected duties and responsibilities, including curricular, co-curricular and pastoral care duties. The specific duties of a Tutor will be outlined by the Head of House.

35.3 Full-time employment

The School may engage a Teacher on a full-time basis in accordance with this Agreement. A full-time Employee will be advised upon engagement that the load is full-time.

35.4 Part-time employment

35.4.1 The School may employ a Teacher on a part-time basis in accordance with this Agreement.

35.4.2 A part-time Teacher 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.

35.4.3 The School will set out in writing a part-time Teacher's time fraction upon engagement of the Teacher and at any other time when a variation occurs.

35.4.4 The School reserves the right to vary a part-time Teacher's hours in line with operational needs. At such time the Employee will be consulted regarding the change and the School will set the change out in writing. The notice given of such a change shall be not less than one term wholly within a term. The timeframe can be varied by mutual agreement.

35.4.5 Where a part-time Teacher undertakes emergency Teacher work with the School and thus works hours in addition to the time fraction referred to in clause 35.4.3, the Teacher will be paid the hourly rate as specified in Schedule B.6 of this Agreement. The specified hourly rate includes a loading in lieu of all paid leave entitlements on the additional hours worked.

35.5 Casual employment

35.5.1 The School may employ a Teacher to work on a casual basis for a maximum of 38 hours per week. A casual Employee will be engaged and paid for a minimum of 2 hours for each engagement.

35.5.2 The rate of pay for a Casual Relief Teacher (CRT) is contained in Schedule B. This rate includes a loading of 25% in satisfaction of paid leave entitlements.

35.5.3 As a casual Employee, there is no firm advance commitment of indefinite, ongoing or regular work. Each period of hiring, shift, or engagement is distinct and separate, and ceases at the end of that hiring, shift, or engagement.

35.5.4 A casual engagement may be extended by agreement between the School and the CRT.

35.5.5 A CRT is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- performance/conduct management
- redundancy
- salary packaging
- annual leave or school holidays
- leave loading
- public holidays
- 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
- tuition fee discounts
- professional learning leave
- meal provision
- higher duties
- make-up time
- infectious diseases leave

35.5.6 Offers and requests for casual conversion

In accordance with the NES, the School must make a written offer to convert eligible casual Employees to part-time or full-time unless it has reasonable grounds not to make an offer. Eligible casual Employees can make a written request for conversion after this period.

35.6 Fixed term employment

A Teacher may be employed for a fixed period of time up to 12 months to:

- (a) undertake a specified project for which funding has been made available;
- (b) undertake a specified task which has a limited period of operation; or
- (c) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by a further period to cover the absence.
- (d) Work for a fixed period where the ongoing nature of the role is unknown.

Notice of termination of employment will not exceed four (4) weeks.

35.7 A fixed term Employee is not entitled to any of the following benefits under this Agreement:

- redundancy
- paid parental leave (except as defined in clause 22.3.1 ((b))
- tuition fee discounts
- professional learning leave

36. Ordinary hours of work

- 36.1** The ordinary hours of work for a Full-time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year from January to December and exclude five (5) weeks of paid annual leave.
- 36.2** In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties. The School will determine the ordinary full-time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.
- 36.3** The ordinary hours of work for a Full-time Early Childhood Teacher shall be no more than 27.5 hours of face to face teaching hours plus other duties as defined in clause 36.6.
- 36.4** The ordinary hours of work for a Full-time Primary Teacher shall be no more than 22 face to face teaching hours plus other duties as defined in clause 36.6.
- 36.5** The ordinary hours of work for a Full-time Secondary Teacher shall be no more than 21 face to face teaching hours and other duties as defined in clause 36.6.
- 36.6** Other duties include Preparation, Assessment, Reporting (including Parent/Teacher Nights), Supervision Duties, Meetings and Briefings, Professional Development Activities, co-curricular program involvement at the required level, supervision of students during assemblies and other scheduled activities requiring the Teacher's attendance. The pro rata duties are detailed in the Hours of Work Guidelines.
- 36.7** A Teacher appointed to a position of responsibility may be required to attend in non term weeks in order to perform duties associated with the position of responsibility.
- 36.8** The rates of pay shown in Schedule B.1 shall be deemed to include payment for all work as described in this clause.

36.9 Staff Induction

There will be a structured induction process for all new Teachers, no matter when they are employed during the school year. First year Teachers will be attached to a mentor. First year Teachers will also have their scheduled duties reduced by at least 5% in recognition of their particular needs.

36.10 Non term weeks

A Teacher is not generally required to attend at the School during non term weeks subject to the needs of the School with regard to professional development, but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the School.

- 36.11** An exception to clause 36.10 is where the Teacher is appointed to a position of responsibility and attendance in non term weeks is required to fulfil the duties of the position of responsibility, provided that not less than five (5) weeks annual leave is provided to the Teacher during Non Term Weeks.

37. Breaks

- 37.1** An Employee will be entitled to an unpaid meal break of 30 consecutive minutes no later than five (5) hours after commencing work. The timing can be varied by mutual agreement of the School and the Employee.

38. Annual Leave

38.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.

38.2 Timing of annual leave

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

38.3 Pro rata payment of salary is inclusive of annual leave.

38.4 This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.

38.5 Termination of employment

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

38.6 Teachers who commence employment after the commencement of the school year

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

38.7 Teachers who take approved leave without pay

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

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

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

38.8 Calculation of payments

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

P is the payment due

s is the total salary paid in respect of Term weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the School since the school service date

b is the number of Term weeks, or part thereof in the School year

- c is the number of Non Term Weeks, or part thereof, in the School year
- d is the salary paid in respect of Non Term Weeks (or part thereof) in the School year that have occurred since the school service date or date of employment in circumstances where the Teacher commenced employment after the school service

38.9 For the purpose of this clause:

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

38.10 The formula in clause 38.8 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the school in which the formula is applied. -

39. Professional Learning Scheme

This clause applies to full-time or part-time Teachers. It does not apply to fixed term or casual Teachers.

39.1. Definition

39.1.1 "Study" for the purpose of Professional Learning Leave or Financial Assistance includes any course, seminar, training, endeavour, accreditation, exchange program, observation, research, literary work, experiment, composition or any other activity the School considers relevant to its activities.

39.1.2 "Semester" means terms one and two, or terms three and four. For the avoidance of doubt, Semester does not mean terms two and three.

39.2 Entitlement

39.2.1 On completion of ten years of continuous service with the School, a Teacher may request paid Professional Learning Leave when undertaking a field of Study, which is taken in addition to and in conjunction with their entitlement to Long Service Leave under clause 21 of this Agreement.

39.2.2 When taking Professional Learning Leave under clause 39.2.1, the cumulative period of Professional Learning Leave and Long Service Leave must be continuous and must not exceed one Semester, including non term time.

39.2.3 The chosen field of Study must be:

- (a) relevant to the Teacher's role at the time the request is made or learning and development plan within the School; and
- (b) result in a mutual benefit for both the School and the Teacher when the Study is completed.

39.2.4. Any request for paid Professional Learning Leave must be made in writing at least six months prior to the intended date for taking the leave.

39.2.5 The granting of an application for Professional Learning Leave is at the sole discretion of the Head of the School.

38.2.6 If the Teacher dies while taking Professional Learning Leave, no payment in lieu of Professional Learning Leave not taken will be paid by the School to the Teacher's successors and/or assigns.

- 39.2.7** A Teacher may, after completing five years of continuous service with the School, request a pro-rata period of Professional Learning Leave, when undertaking a field of Study. Professional Learning Leave granted under clause 39.2.7 shall be granted in consideration with the operational needs of the school and at the sole discretion of the Head of the School.
- 39.2.8** For the avoidance of doubt, Professional Learning Leave taken under clause 39.2.7 shall not exceed four (4) weeks in a Semester.
- 39.2.9** Should a Teacher's employment with the School cease at any time, the Teacher is not entitled to any payment in lieu of Study Leave.
Should a Teacher's employment cease during or within one (1) month of returning from Professional Learning Leave, then the School may request reimbursement of the cost of the leave.
- 39.3 Financial Assistance**
- 39.3.1** As an alternative to Professional Learning Leave, on completion of five (5) years of continuous service with the School, a Teacher is entitled to request Financial Assistance for course and administration fees.
- 39.3.2** For the purpose of clarity, a Teacher may apply for Financial Assistance under clause 39.3.1 or Professional Learning Leave under clause 39.2.1 or 39.2.7 but cannot apply for both.
- 39.3.3** A request for Financial Assistance must be made in writing at least six (6) months prior to the commencement of the course.
- 39.3.4** The chosen field of Study must be:
- (a)** relevant to the Teacher's role at the time the request is made or learning and development plan within the School; and
 - (b)** result in a mutual benefit for both the School and the Teacher when the Study is completed.
- 39.3.5** A Teacher requesting Financial Assistance must provide an estimate of expenses to the Head of the School when submitting the request.
- 39.3.6** Whether Financial Assistance is granted is at the sole discretion of the Head of the School. Without limiting that discretion, the School shall consider the overall financial cost of the application for Financial Assistance having regard to the cost of Study Leave undertaken in accordance with clause 39.2.
- 39.3.7** Where a request for Financial Assistance is approved, reimbursement of Study fees is made on proof of successful completion of each module or segment or semester. It excludes any costs associated with textbooks, student fees or late fees.
- 39.3.8** If the Teacher leaves the employment of the School after five (5) years of continuous service, the Teacher is not entitled to any payment in lieu of Financial Assistance.
- 39.4 Alternative Professional Learning Leave**
- 39.4.1** The School may from time-to-time consider an alternative arrangement to Professional Learning Leave or Financial Assistance for the purpose of a Teacher undertaking Study.
- 39.4.2** In considering such an alternative application, the School shall consider the overall financial cost of the application for Financial Assistance, having regard to the cost of Professional Learning Leave undertaken in accordance with clause 39.2.
- 39.4.3** Whether Alternative Professional Learning Leave is granted is at the sole discretion of the Head of the School.

Part 5 - Conditions for Educational Support Staff

40. Types of employment

40.1 Educational Support Staff will be employed in one of the following categories:

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

40.2 At the time of engagement, the School will inform each Employee whether they are employed on a full-time, part-time, fixed term or casual basis.

40.3 Full-time employment

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 41—Ordinary hours of work.

40.4 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the School and the part-time Employee will agree in writing on a regular pattern of work, specifying the time fraction and the number of weeks of the school year the Employee will work.
- (e) The terms of the agreement in clause 40.4(d) may be varied by agreement between the School and an Employee. Any such variation will be recorded in writing.
- (f) The School reserves the right to vary an Educational Support Staff member's hours in line with operational needs. At such time the Employee will be consulted regarding the change and the School will set the change out in writing. The notice given of such a change shall be not less than 4 weeks. The timeframe can be varied by mutual agreement.

40.5 Casual employment

- (a) A casual Employee is an Employee as defined in section 15A of the *Fair Work Act*. A casual Employee is an Employee who is employed by the School with no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- (b) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.
- (c) A casual Employee is not entitled to any of the following benefits under this Agreement:
 - notice of termination of employment
 - redundancy
 - performance and conduct management
 - remuneration packaging
 - annual leave
 - annual leave loading
 - paid personal/carer's leave
 - paid compassionate leave
 - paid parental leave
 - parental leave (except where entitled under the NES)

- Infectious diseases leave
- public holidays
- other leave
- accident make-up pay
- tuition fee discounts
- meal provisions
- higher duties
- make up time

(d) Offers and requests for casual conversion

In accordance with the NES the School must make a written offer to convert eligible casual Employees to part-time or full-time unless it has reasonable grounds not to make an offer. Eligible casual Employees can make a written request for conversion after this period.

40.6 Fixed term employment

A fixed term Employee is not entitled to the entitlements or benefits listed in clause 35.7.

41. Ordinary hours of work

41.1 The ordinary hours of work for a full-time Educational Support Staff Employee shall be 38 hours per week.

41.2 The ordinary hours of work for an Educational Support Staff Employee may be averaged over a 12 month period.

41.3 Unless otherwise agreed in writing between the School and an Education Support Staff Employee, the spread of ordinary hours of work will be Monday to Friday, between the hours of 7.00 am and 7.00 pm, this does not include Employees engaged in services for Margaret Thomas House programs.

41.4 For an Educational Support Staff Employee working in Margaret Thomas House (or equivalent), the spread of ordinary hours of work will be Monday to Friday, between the hours of 6.30 am and 6.30 pm. The School may roster an Educational Support Staff Employee working in Margaret Thomas House to work within these hours as required to meet the operating needs of the Margaret Thomas House programs.

Unless otherwise agreed between the School and an Educational Support Staff Employee working in Margaret Thomas House, a full terms' notice will be provided for any proposed roster changes.

41.5 Provided that where there is mutual agreement between the School and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total number of hours remains unchanged.

41.6 The School may require an Educational Support Staff Employee to work reasonable additional hours, in accordance with the School policy, in order to perform the duties of the role.

42. Annual leave

42.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.

42.2 Educational Support Staff are entitled to five (5) weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

42.3 Educational Support Staff are required to take annual leave during Non Term Weeks unless otherwise agreed with the school.

42.4 If an Educational Support Staff Employee is not required to work during Non Term Weeks as defined in clause 43, the Educational Support Staff is deemed to have taken their entitlement to annual leave during the Non Term Weeks at the conclusion of the School Year.

42.5 Cashing out of annual leave

The School and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.

- (a)** An agreement under clause 42.5 must state:
 - (i)** the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (ii)** the date on which the payment is to be made.
- (b)** An agreement under clause 42.5 must be signed by the School and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (c)** 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.
- (d)** An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (e)** The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (f)** The maximum amount of leave that the Employee will be paid out will be for two periods (i.e. two 12 month periods) of consecutive annual leave, unless otherwise agreed by the School.
- (g)** The School must keep a copy of any agreement under clause 42.5 as an Employee record.

43. Leave without pay during Non Term Weeks

43.1 Arrangements

An Employee may be required to take leave without pay during Non Term Weeks, provided that:

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

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

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

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

$$A = \frac{C \times (\text{working weeks required} + 5 \text{ weeks annual leave})}{52.18}$$

Where:

A means the Employee's adjusted annual salary

C means the annual salary as per the Employee's contract

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

(c) For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.

44. Purchased Leave

44.1 The School may agree to enter into an arrangement where Educational Support Staff can purchase up to eight (8) weeks additional leave.

44.2 The details and process of applying for purchased leave is detailed in the Purchased Leave Policy. This policy is not part of, or incorporated into, the Agreement.

45. Annualised salary

45.1 The School may pay an Educational Support Staff an annual salary in satisfaction of any or all of the following provisions of the award and/or agreement:

(a) Award minimum weekly wages;

(b) Schedule E –Staff—Allowances;

(c) Clause 46 —Shift work;

(d) Clause 47 – Overtime.

45.2 An Employee who is paid an annual salary that is classified at Level 4 or above or is at least 20% above the minimum salary level for their classification as per Schedule D will be deemed to be on an annualised salary arrangement.

45.3 Where an annualised salary is paid the School must advise the Employee in writing of the annual salary that is payable and that their salary includes provision for all hours worked as well any reasonable additional hours, penalties or payments of a like nature that are payable in accordance with this agreement.

45.4 Annual salary not to disadvantage Employees

45.4.1 The annual salary must be no less than the amount the Employee would have received under the Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).

45.4.2 The annual salary of the Employee must be reviewed by the School at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.

45.5 Base rate of pay

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

46. Shift Work

46.1 Broken shifts

- (a) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid as overtime.

46.2 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 School and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- (b) A roster may be altered by mutual consent at any time or by amendment of the roster by the School on seven days' notice.
- (c) Notwithstanding clause (b) a roster may be altered at any time to enable the functions of the School 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 School and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (d) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

47. Overtime / Time in lieu

47.1 It is the School's preference that overtime be taken as time off in lieu instead of being paid overtime.

47.1.2 Time in Lieu

- (a) Any time in lieu must be authorised by the School prior to the additional hours being undertaken.
- (b) Time in lieu should be taken within the semester at a time mutually agreed by the School and the Employee. Should the time in lieu not be able to be taken with the semester due to operational reasons the School can agree to extend the time period for the time in lieu to be taken or agree with the Employee for the time in lieu to be paid out as per clause 47.2.2.
- (c) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

47.2 Overtime rates

47.2.1 Should time in lieu not be able to be taken in accordance with clause 47.1.2, the rates in clause 47.2.2 will apply.

47.2.2 Authorised overtime rates are as follows:

Time worked	Overtime rate
Monday–Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

47.3 Make-up time

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

48. Higher duties

48.1 The School may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification.

48.2 Where the Employee performs such duties for more than five (5) days, and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid not less than 15% more of their current base salary for the whole period during which the duties are performed.

48.3 Where the Employee performs higher duties in addition to their substantive role, the Employee will be paid not less than 15% more of their current base salary or the minimum level of the role in which they are acting, whatever is higher, for the whole period during which both roles are performed.

49. Breaks

- 49.1** An Employee will be entitled to an unpaid meal break of 30 consecutive minutes no later than five (5) hours after commencing work. The timing can be varied by mutual agreement of the School and the Employee.
- 49.2** A full-time Employee is entitled to 20 minutes of paid time for rest breaks. A part-time Employee is entitled to a 10 minute rest break for each three hours worked.

Rest breaks can be taken as follows:

- (a)** Two (2) scheduled rest breaks of 10 minutes each; or
 - (b)** One (1) scheduled rest break of 20 minutes; or
 - (c)** Flexibly as otherwise agreed between the School and Employee. For the purpose of clarity, an example of this may apply to staff who would prefer flexibility in being able to move their car as required or to get refreshments at times other than scheduled rest breaks.
- 49.3** Rest breaks, whether scheduled or flexible, are to be taken at a time suitable to the School in consideration of the School's operational needs.

Part 6 – Schedules

Schedule A — Teacher Classifications

A.1 Duties of Teacher

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

A.2 Recognition of previous service

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

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

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

A.2.4 In the case of an Early Childhood Teacher, the following will count as service:

- (a) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
- (b) teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;
- (c) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
- (d) service as a diploma qualified childcare worker, at the rate of one year for every three years' service up to a maximum of four years.

A.3 Evidence of qualifications

A.3.1 The School may require that the Teacher provide documentary evidence of qualifications and teaching experience. The School may decline to recognise the relevant qualification or experience until such evidence is provided.

A.4 Progression

A.4.1 Subject to A.2.1, a Teacher will commence on Level 5 of the salary scale in Schedule B and progress according to normal years of service to Level 12.

Schedule B — Teacher Salaries

B.1 The salary for a full-time Teacher will be determined in accordance with the provisions in Schedule A, and will be not less than prescribed by the following table as at 1 January 2022.

Level	Base Salary	Base Salary + Leave Loading	Salary inclusive of 10% Superannuation and Leave Loading
Level 5	\$89,445	\$90,644	\$99,709
Level 6	\$91,995	\$93,229	\$102,552
Level 7	\$94,615	\$95,884	\$105,472
Level 8	\$98,022	\$99,336	\$109,270
Level 9	\$101,059	\$102,414	\$112,656
Level 10	\$104,196	\$105,593	\$116,153
Level 11	\$114,641	\$116,178	\$127,796
Level 12	\$114,641	\$116,178	\$127,796
Lead Teacher Level 1	\$119,146	\$120,744	\$132,818
Lead Teacher Level 2	\$121,029	\$122,652	\$134,917
Flexi-Teacher	\$73,155	\$74,136	\$81,550

B.1.1 The School will review salaries annually in line with the School's operational capacity to apply an increase.

B.1.2 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 Teaching Staff salaries and conditions
- Peer group schools' salaries and conditions (i.e., Victorian metro, co-ed, private, student numbers, similar extra-curricular requirements etc.)

B.2 Lead Teacher position

B.2.1 There is no obligation by the School to offer Lead Teacher positions and this will occur solely at the discretion of the School.

B.2.2 Lead Teacher positions will be for a fixed term period.

B.2.3 Responsibilities of the Lead Teacher will be outlined in a position description.

B.3 Flexi Teacher position

B.3.1 There is no obligation by the School to offer Flexi Teacher positions and this will occur solely at the discretion of the School.

B.3.2 Flexi Teacher positions will be for a fixed term period.

B.3.3 Flexi Teacher positions are offered as a temporary arrangement to accommodate flexible work arrangements. A Teacher in a Flexi Teacher role will generally retain their substantive position unless mutually agreed.

B.3.4 Responsibilities of the Flexi Teacher will be outlined in a position description.

B.4 The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

B.5 Part-time Teacher

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of clause 35.4.

B.6 Casual Teacher

A Casual Teacher will be employed for a full-day or a half day. A Casual Teacher will be paid at a minimum rate of \$373.00 gross per day and \$184 per half day. Where a part-time Teacher undertakes casual work in addition to their usual fraction, they will be paid an hourly rate of \$49.08, for each hour worked. This rate includes a 25% loading in satisfaction of leave entitlements.

An Early Childhood Teacher will be paid at the rate of paid at a minimum of \$373.00 gross per day and \$184 per half day. Where a part-time Teacher undertakes casual work as an Early Childhood Teacher in addition to their usual fraction, they will be paid an hourly rate of \$49.08, for each hour worked. This rate includes a 25% loading in satisfaction of leave entitlements.

B.7 Responsibility Allowances

B.7.1 The Head of the School determines the level to which a position of responsibility equates. The School will pay no less than the responsibility allowances listed below to Staff appointed to positions of responsibility. Allowances are inclusive of annual leave loading and are paid pro-rata should the tenure be fixed term.

Responsibility allowances are classified as follows from 1 January 2022:

Level	Amount
Allowance 1	\$4,507.00
Allowance 2	\$6,311.00
Allowance 3	\$7,216.00
Allowance 4	\$9,207.00
Allowance 5	\$12,815.00
Allowance 6	\$16,425.00
Allowance 7	\$21,795.00

B.7.2 The allowance and, if applicable, associated time release, for a position of responsibility and tenure will be detailed in the Employee's letter of appointment to the role.

B.7.3 Where a position of responsibility is shared, the payments and any associated time, release may also be shared.

Schedule C — Educational Support Staff Classifications

C.1 Definitions

Supervision	Close supervision	<ul style="list-style-type: none"> • Clear and detailed instructions are provided. • Tasks are covered by standard procedures. • Deviations from procedures or unfamiliar situations are referred to higher levels. • Work is regularly checked.
	Routine supervision	<ul style="list-style-type: none"> • Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. • Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. • Checking is selective rather than constant.
	General direction	<ul style="list-style-type: none"> • Direction is provided on the assignments to be undertaken, with the Employee determining the appropriate use of established methods, tasks and sequences. • There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. • When performance is checked, it is on assignment completion.
	Broad direction	<ul style="list-style-type: none"> • Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. • Limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. • Performance will be measured against objectives.
	Year 12	<ul style="list-style-type: none"> • Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.
Qualifications Within the Australian Qualifications Framework	Trade certificate	<ul style="list-style-type: none"> • Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.
	Post-trade certificate	<ul style="list-style-type: none"> • A course of study over and above a trade certificate and less than a Certificate IV.
	Certificates I and II	<ul style="list-style-type: none"> • Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
	Certificate III	<ul style="list-style-type: none"> • A course that provides a range of well-developed skills and is comparable to a trade certificate.
	Certificate IV	<ul style="list-style-type: none"> • A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.
	Diploma	<ul style="list-style-type: none"> • A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.
	Advanced diploma	<ul style="list-style-type: none"> • A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.
	Degree	<ul style="list-style-type: none"> • A recognized degree from a higher education institution often completed in three or four years and sometimes combined with a one year diploma.
	Postgraduate	<ul style="list-style-type: none"> • A recognised postgraduate degree, over and above a degree as defined above.

	degree	
Classification dimensions	Competency	The skill, complexity and responsibility of tasks typically required at each classification level.
	Judgment, independence and problem solving	Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.
	Level of supervision	This dimension covers both the way in which Employees are supervised or managed and the role of Employees in supervising or managing others.
	Training level or qualifications	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.
	Occupational equivalent	Examples of occupations typically falling within each classification level.
	Typical activities	Examples of activities typically undertaken by Employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided.

C.2 Classifications

Please note that occupational equivalents are an indicative guide and not all Educational Support Staff positions may be listed.

C.2.1 Level 1

An Employee at this level will learn and gain competency in the basic skills required by the School. In the event that the increased skills/competency are required and utilised by the School, classification to a higher level within the structure may be possible.

(a) Competency

- Competency involves application of knowledge and skills to a limited range of tasks and roles.
- There is a specific range of contexts where the choice of actions is clear.
- The competencies are normally used within established routines, methods and procedures that are predictable.
- Judgements against established criteria may also be required.

(b) Judgement, independence and problem solving

- The Employee follows standard procedures in a predefined order.
- The Employee resolves problems where alternatives for the Employee are limited and the required action is clear or can be readily referred to a more senior Employee.

(c) Level of supervision

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

(d) Training level or qualifications

- An Employee is not required to have formal qualifications or work experience upon engagement.
- An Employee will be provided with on- the-job training which will provide information about, and/or an introduction to, the conditions of employment, the School, the School's policies and procedures in relation to the work environment and the Employees with whom the Employee will be working.

(e) Typical activities

(i) Classroom support services grade 1

- Providing general assistance of a supportive nature to Teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general Employee or a Teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with administrative duties associated with normal classroom activities, e.g. student records, equipment records, etc.
- Assisting Teachers with the care of students on school excursions, sports days and other classroom activities

Occupational equivalent: Learning Assistant

(ii) Early childhood services grade 1

- Learning and implementing the policies, procedures and routines and the requisite basic skills
- Learning how to establish relationships and interacting with children
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Assisting in the building of good relations with families attending the facility
- Performing basic duties, including food preparation, cleaning or gardening

Occupational equivalent: Outside School Hours Care Assistant

(iii) School administration services grade 1

- Performing a range of general administrative duties at a basic level, for example, filing, handling mail, maintaining records, data entry and mailouts.
- Operating routine office equipment, such as a computer (basic skills in Microsoft word and outlook), photocopier, scanner, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering

Occupational equivalent: Administration Assistant, Receptionist, ICT Intern

(iv) School operational services grade 1

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing the duties of a Crossing Attendant
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting trades personnel with manual duties
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties

Occupational equivalent: Maintenance Officer, Crossing Supervisor

C.2.2 Level 2

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

(a) Competency

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

(b) Judgment, independence and problem solving

- Applies generally accepted concepts, principles and standards in well-defined areas.
- Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

(c) Level of supervision

- Routine supervision of straightforward tasks; close supervision of more complex tasks.
- Where Employees are working alone, less direct guidance and some autonomy may be involved.

(d) Training level or qualifications

Level 2 duties typically require:

- a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- completion of Year 12 without work experience;
- completion of Certificates I or II with work related experience; or
- an equivalent combination of experience and training.

(e) Typical activities

(i) Curriculum/resources services grade 1

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Assisting students and Teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Under direction, assisting teaching staff to take story groups
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Maintaining booking and repair/replacement systems for equipment
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Providing technical support to Teachers
- Preparing teaching aids under direction
- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- Preparing standard solutions and less complex experiments
- Caring for fauna and flora
- Ordering supplies and materials

Occupational equivalent: Library Assistant, Laboratory Assistant, Design and Technology Assistant, Food Technology Assistant, Sports Assistant, Visual Arts and Design Faculty Assistant, Exam Supervisor.

(ii) Wellbeing services grade 1

- Providing first aid services, as the designated first aid officer in the school
- Recognises and responds appropriately to unsafe or unprofessional practice.

Occupational equivalent: First Aid Assistant

(iii) Classroom support services grade 2

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved

Occupational equivalent: Learning Assistant, Preparatory Assistant, Sport and PE Assistant

(iv) Early Childhood services grade 2

- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines
- Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
- Understanding and working according to the policies and procedures associated with the children's program
- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
- Demonstrating knowledge of hygienic handling of food and equipment

Occupational equivalent: Outside School Hours Care Assistant

(v) School administration services grade 2

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval

Occupational equivalent: Administrative Assistant, Receptionist, Helpdesk Technician, Print Production Administrator

(vi) School operational services grade 2

- Undertaking general gardening tasks including the preparation and planting procedures
- Laundry duties requiring the application of limited discretion
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports

Occupational equivalent: Maintenance Officer, Gardener

(vii) Instructional grade 1

- Providing assistance to sporting teams/squads under the supervision of a Teacher or an instructional services Employee (Grade 3 or above)
- Assisting with equipment and the preparations for, and conducting of, training sessions

and/or sporting events

Occupational equivalent: Sports Assistant

C.2.3 Level 3

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

(a) Competency

- Competency at this level involves application of knowledge with depth in some areas and a broad range of skills.
- There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required.
- Competencies are normally used within routines, methods and procedures.
- Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

- Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.
- Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

(c) Level of supervision

- In some positions, routine supervision, moving to general direction with experience.
- In other positions, general direction.
- This is the first level where supervision of other Employees may be required.
- When Employees are working alone, they may work semi-autonomously.

(d) Training level or qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training in administrative, trades or technical functions equivalent to:

- completion of a trades certificate or Certificate III;
- completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

(e) Typical activities

(i) Curriculum/resources services grade 2

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Providing technical assistance in the operation of a library, laboratory, design technology centre, or food technology where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems

- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and Teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with Teachers)

Occupational equivalent: Library Technician, Laboratory Technician, Design and Technology Technician, Food Technology Assistant

(ii) Classroom support services grade 3

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a Teacher, of the learning needs of students

Occupational equivalent: Learning Assistant

(iii) Early childhood/childcare services grade 3

- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified Employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained Employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations

Occupational equivalent: Early Childhood Assistant, Outside School Hours Care Assistant

(iv) School administration services grade 3

- Undertaking a wide range of administrative and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records
- Managing enquiries from students, parents, Employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures

- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- Conducting tours of the school

Occupational equivalent: Administration Assistant, Finance Officer, Student Enrolment Officer, Performing Arts Administrator, Learning Systems Assistant, Learning Technologies Integrator, Helpdesk Technician, Detention Supervisor, Sports and PE Administrator, Creative Production Assistant, Costume Production Assistant, Assistant Scheduler, Marketing and Communication Coordinator

(v) School operational services grade 3

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Responsibility for the basic maintenance of school property

Occupational equivalent: Maintenance Officer, Gardener

(vi) Instructional services grade 2

- Providing assistance to individuals and/or sporting teams/squads under the supervision of a Teacher or an instructional services Employee (Grade 3 or above)
- Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events

Occupational equivalent: Sports Assistant, Assistant Sports Coach

C.2.4 Level 4

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

(a) Competency

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

(b) Judgment, independence and problem solving

- Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions.
- Ability to apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

(c) Level of supervision

- Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance.
- Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks.
- In other positions the Employee will require general direction.
- Employees may supervise or co-ordinate others to achieve objectives, including liaison with Employees at higher levels.
- Some Employees may undertake stand-alone work.

(d) Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a diploma level qualification with relevant work-related experience;
- completion of a Certificate IV with relevant work experience;
- completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- completion of a Certificate III with extensive relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Instructional services grade 3

- Coaching, including developing sports training sessions and programs, for individuals and/or teams/squads in various sporting disciplines
- Supervising instructional services Employees (Grades 1 and/or 2)

Occupational equivalent: Sports Coach

(ii) Curriculum/resources services grade 3

- Demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of Teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with Teachers on curriculum matters
- Sound knowledge of OHS requirements, storing and handling of chemicals

Occupational equivalent: Lead Library Technician , Design and Technology Lead Technician

(iii) School administration services grade 4

- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spread sheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
- Manage and maintain the School's database, data and reports associated with past student data and/or OM/PFA information, events and communications.
- Provide assistance in organising events such as class dinners and new parent welcome events, or alumni events such as celebrations, outings etc.

Occupational equivalent: Commercial and Property Coordinator, Student Enrolment Coordinator, People and Strategy Officer People and Strategy Officer (Payroll) People and Strategy Adviser, Database Administrator, Systems Analyst, Personal Assistant, Administration Assistant, Accounts Receivable/Payable Officer, Activities and Venue Hire Coordinator, Curriculum Officer, Operations Officer, Risk and Compliance Officer

(iv) School operational services grade 4

- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties in trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- Ensuring that all works undertaken by the maintenance team are carried out in a safe manner that complies with Occupational, health and safety requirements
- Responsible for the maintenance of all records, manuals, technical data, standard industry practices and safety procedures.

Occupational equivalent: Maintenance Supervisor/Coordinator, Head Gardener

C.2.5 Level 5

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

(a) Competency

- Competency at this level involves self-directed application of knowledge with substantial depth in some areas.
- A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts.
- Competencies are normally used independently and both routinely and non-routinely.

- Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

(b) Judgment, independence and problem solving

- Problem solving involves the identification and analysis of diverse problems, standard application of theoretical principles and techniques at degree level.
- Apply standard technical training and experience to solve problems.
- Apply expertise to the making of decisions.
- Being responsible for coordinating a team to provide an administrative service.

(c) Level of supervision

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

(d) Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience;
- completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- completion of a diploma qualification and at least two years' subsequent relevant work experience;
- completion of a Certificate IV and extensive relevant work experience;
- completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Instructional services grade 4

- Coaching and trains sporting teams for external competition
- Supervising instructional services Employees

Occupational equivalent: Sports Coach

(ii) Early childhood/childcare services grade 4

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- Responsibility for the direction and general supervision of lower-level Employees
- Ensuring a safe environment is maintained for children and Employees
- Ensuring that records are maintained accurately for each child in the Employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families

(iii) School administration services grade 5

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions

- Providing designated support to senior management and associated committees concerning designated aspects of school management
- Overseeing the operations of the school's office and other administrative activities
- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods

Occupational equivalent: Accountant, Director of Sport, Executive Assistant to the Head of the School, Personal Assistant to the Deputy Head of the School, Web Developer, Network Administrator, Database Developer, Database Administrator, Systems Analyst, People and Strategy Advisor, Systems Administrator.

(iv) School operational services grade 5

- Coordinate the scheduling of maintenance reports.
- Collect information required for reports and proposals as required
- Assist in the implementation of improvements to systems to assist in the smooth operation and work flow of the business environment.
- Respond to queries from staff, service providers and external contacts in a prompt, accurate and professional manner.

C.2.6 Level 6

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

(a) Competency

- Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(b) Judgment, independence and problem solving

- Discretion to innovate within own function and take responsibility for outcomes
- Design, develop and test complex equipment, systems and procedures;
- Undertaking planning involving resources use and develop proposals for resource allocation
- Exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

(c) Level of supervision

- In some positions, general direction is appropriate. In other positions, broad direction would apply.

- May have extensive supervisory and line management responsibility for general Employees.
- Supervision is present to review established objectives.

(d) Training level or qualifications

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

- A degree with subsequent relevant experience;
- Extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- Equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Nursing services grade 1

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

Occupational equivalent: Registered Nurse

(ii) Wellbeing services grade 3

- Performing guidance and counselling, within defined accountabilities
- Providing specialist health services and/or therapy services to students

Occupational equivalent: Psychologist

(iii) Instructional services grade 5

- Conducting and coordinating a school choir, band or musical ensemble or more than one of these

Occupational equivalent: Choir master, Conductor

(iv) Early childhood services grade 5

- Occupational equivalent: operating as the assistant director:
- Responsibility for coordinating and directing the activities of Employees, including the Employees engaged in the implementation and evaluation of developmentally appropriate programs
- Contributing, through the director, to the development of the facility or policies and procedures
- Coordinating operations, including occupational health and safety, program planning, staff training
- Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues

Occupational equivalent: Operating as the coordinator:

- Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising Employees, trainees and students on placement and

assisting in administrative functions

(v) School administration services grade 6

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and Employees on the Employee's area of expertise
- Responsibility for professional development of other Employees
- Contributing to operational and strategic planning in the area of responsibility

Occupational equivalent: Department Supervisor/Manager, Web Developer, Network Administrator, Database Developer, Music Programs Manager, People and Strategy Manager, Theatrical Productions Manager.

C.2.7 Level 7

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

(a) Competency

- Within constraints set by management, Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area.
- An Employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- An Employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems.
- In professional or technical positions, the Employee may be a recognised authority in a specialised area.

(b) Judgment, independence and problem solving

- Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques.
- May involve stand-alone work or the supervision of Employees in order to achieve objectives.
- It may also involve the interpretation of policy which has an impact beyond the immediate work area.

(c) Level of supervision

- Broad direction
- May manage other Employees including general Employees.

(d) Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with at least four years of subsequent relevant experience;
- Extensive experience and management expertise in technical or administrative fields;
- Equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Nursing services grade 2

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

Occupational equivalent: Health Services Manager

(ii) Early childhood services grade 6

- Responsibility as a director, being responsible for the overall management and administration of the facility, including:
- Supervising the implementation of developmentally appropriate programs for children
- Recruiting staff in accordance with relevant regulations, as directed by the Head of the School
- Maintaining day-to-day accounts and handling all administrative matters
- Ensuring that the facility adheres to all relevant regulations and statutory requirements
- Ensuring that the facility meets or exceeds quality assurance requirements
- Liaising with families and outside agencies
- Formulating and evaluating annual budgets
- Providing professional leadership and development to Employees
- Developing and maintaining policies and practices for the facility

Occupational equivalent: Director of Outside School Hours Care

(iii) School administration services grade 7

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
- Providing financial advice to the Head of the School or the Director of Business
- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level

Occupational equivalent: Manager (depending on role and size of department), Engagement Marketing Manager, Marketing and Communications Manager, ICT Manager

C.2.8 Level 8

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

(a) Competency

- Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments or may involve the integration of other specific bodies of knowledge.

(b) Judgment, independence and problem solving

- Responsible for program development and implementation.
- Provides strategic support and advice requiring integration of a range of school policies and

external requirements, and an ability to achieve objectives operating within complex organisation structures.

(c) Level of supervision

- Broad direction, working with a degree of autonomy.
- May have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.

(d) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- extensive experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Wellbeing services grade 5

- Manages a counselling or multi-disciplinary service in a large school

(ii) Early childhood services grade 6

- Responsibilities are the same as for a grade 6 classified at Level 7

This level applies where the number of places in the centre exceeds 60

(iii) School administration services grade 8

- Providing financial advice to the Head of the School or the Director of Business
- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- Ensuring all finances within areas of responsibility are managed within the budget.
- Manage and provide leadership and strategic direction to their teams

Occupational equivalent: Manager (depending on role and size of department)/ Student Enrolment Manager, Risk and Compliance Manager, Property Manager

Schedule D — Educational Support Staff Salaries

D.1 Annual rates of pay

Rates of pay for Educational Support Staff are applicable as of 1 January 2022. No Employee shall be paid less than the Federal minimum wage.

D.2 The School will pay an Employee not less than the annual rate of pay specified for the Employee’s classification prescribed by the following table as of 1 January 2022. The below table is based on a salary in receipt of 5 weeks’ annual leave.

Level	Base Salary 2022	Base Salary + Leave Loading	Salary inclusive of 10% Superannuation and Leave Loading
Level 1	\$47,673	\$48,312.54	\$53,143
Level 2	\$51,680	\$52,373.29	\$57,610
Level 3	\$58,138	\$58,917.93	\$64,809
Level 4	\$67,183	\$68,084.27	\$74,892
Level 5	\$77,520	\$78,559.94	\$86,415
Level 6	\$80,102	\$81,176.58	\$89,294
Level 7	\$82,688	\$83,797.27	\$92,176
Level 8	\$96,900	\$98,199.92	\$108,019

D.3 The School will review salaries annually in line with the School’s operational capacity to apply an increase.

D.3.1 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 Educational Support Staff salaries and conditions
- Peer group schools’ salaries and conditions (i.e., Victorian metro, co-ed, private, student numbers, similar extra-curricular requirements etc.)
- Market rates

D.4 The weekly rate of pay for an Educational Support Staff Employee will be determined by dividing the annual rate by 52.18.

D.5 School Psychologists will be remunerated in line with the Department of Education salary scale and requirements publication. School psychologists are entitled to 6 weeks leave per year, taken during non term time and not accumulated past any calendar year.

D.6 Part-time Salary

An Educational Support 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.

Total hours employed per week x appropriate full-time weekly salary

Schedule E —Staff Allowances

E.1 Meal allowance

An Employee required by the School to remain at the School continuously until after 7.00 pm on any day, or to attend School before 7.00 am on any day, will be supplied with a meal or paid a meal allowance of \$16.27.

E.1.1 An exception to this is that the School need not provide a meal if the Employee can reasonably return home for meals or a meal is provided by the School.

E.2 On call and recall allowance

E.2.1 On call allowance

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

E.2.2 Recall allowance

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

E.3 Overnight allowance

E.3.1 When an Employee is required to attend a School approved *curricular or co-curricular overnight program attended by students* the School will pay an overnight allowance of \$100 per night.

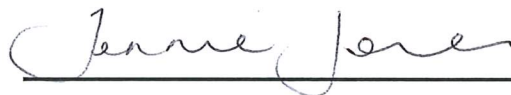
E.3.2 The amount of the overnight allowance is subject to at least an annual review.

Part 7 - Declaration

This Agreement is made at St Kilda, Victoria, on this the 6 day of December 2021.

Signed for and on behalf of:

St Michael's Grammar School
(ABN 12 006 421 861)



Terrie Jones, Head of the School
c/o 25 Chapel St, St Kilda, VIC, 3182

6/12/21
Date

In the presence of



Rania Ghanem, People and Strategy Advisor

6/12/21
Date

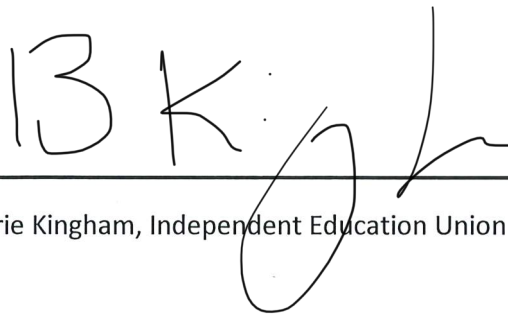
On behalf of the Teachers, and
Educational Support Staff
employed by St Michael's
Grammar School



~~Learning Assistant~~ Committee Member
Tracey Viegas
c/o 25 Chapel St, St Kilda, VIC, 3182

6/12/21
Date

In the presence of



Barrie Kingham, Independent Education Union

6/12/21
Date



1 February 2022

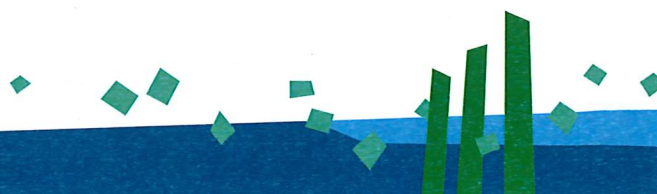
Dear Commissioner Ryan

Section 185: Application for approval of an enterprise agreement
Fair Work Commission Reference: AG2021/8774

Undertaking (s 190 *Fair Work Act 2009*)

I, Terrie Jones, Head of School, St Michael's Grammar School give the following undertaking with respect to the *St Michael's Grammar School Enterprise Agreement 2022 (Agreement)*:

1. I have the authority given to me by St Michael's Grammar School to provide this undertaking in relation to the application before the Fair Work Commission.
2. St Michael's Grammar School undertakes to apply clause 18.2(b) of the Agreement so that Employees are required to give notice as soon as practicable of their date or dates upon which they are required to attend court for jury service.
3. St Michael's Grammar School undertakes to apply clause 20.3 of the Agreement so any agreement about an alternative day or part day to be taken as a public holiday in lieu of a gazetted day is made by the School and individual Employees.
4. St Michael's Grammar School undertakes that casual employee Teachers:
 - (a) are paid a minimum rate of \$373.00 gross per day and \$184.00 gross per half day as per Clause B.6 of Schedule B of the Agreement where engaged for a period of not more than five consecutive days; and
 - (b) are paid the applicable award level rate plus a 25% casual loading where engaged for five consecutive days or longer.
5. In reference to clause 40.5(b) of the Agreement, St Michael's Grammar School undertakes to apply a cumulative approach so that a 25% casual loading and the overtime penalty rate is added separately to the minimum hourly rate.
6. In reference to clause 47 of the Agreement, St Michael's Grammar School:
 - (a) undertakes to apply the provisions in clause 21.4 of the *Educational Services (Schools) General Staff Award 2020* to the extent of any inconsistency with the Agreement; and
 - (b) in reference to clause 47.1 of the Agreement undertakes to apply overtime / time off in lieu for any authorised work performed by an Employee outside of or in excess of the Employee's ordinary or rostered hours of work.





St Michael's
Grammar School

St Michael's Grammar School understands that these undertakings will be taken to be a term of the Agreement pursuant to section 191 of the *Fair Work Act 2009*.

Yours sincerely

A handwritten signature in black ink that reads 'Terrie Jones'.

Terrie Jones
Head of the School

