



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St Margaret's School
(AG2019/2928)

ST MARGARET'S SCHOOL AGREEMENT 2019

Educational services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 4 SEPTEMBER 2019

Application for approval of the St Margaret's School Agreement 2019

[1] St Margaret's School has made an application for approval of an enterprise agreement known as the *St Margaret's School Agreement 2019* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of 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.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, 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.

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

[5] The Agreement was approved on 4 September 2019 and, in accordance with s 54, will operate from 11 September 2019. The nominal expiry date of the Agreement is 4 September 2023.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2019/2928

Applicant:
St Margaret's School

Undertaking- section 190

I, Pippa Birch, Chief Financial Officer of St Margaret's School give the following undertaking with respect to the *St Margaret's School Agreement 2019* ("the Agreement"):

I have the authority given to me by St Margaret's School to provide this undertaking in relation to this application before the Fair Work Commission.

1. Schedule B.6 – Casual Teacher

In relation to Schedule B.6.1(b) of the Agreement, St Margaret's School undertakes to pay two dollars (\$2) above the casual rate of pay for a casual teacher engaged for five or more consecutive days classified at level 12 in accordance with clause 14.5(a)(ii) of the *Educational Services (Teachers) Award 2010*.

Employer name: Philippa Birch

Authority to sign: Company Secretary/CFO

Signature: 

Date: 30 August 2019

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 the agreement.

St Margaret's School Agreement 2019

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Part 1—Application and Operation

1. Title

This Agreement is to be known as the *St Margaret's School Agreement 2019* (the Agreement) and is a single enterprise agreement made pursuant to s.172 (2) of the *Fair Work Act 2009* (Cth) (the Act).

2. Commencement and period of operation

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

3. Definitions

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Awards	means the <i>Educational Services (Teachers) Award 2010</i> and the <i>Educational Services (Schools) General Staff Award 2010</i> (or successors), unless separately specified
Business services	means an ES Employee whose principal duties are in the functional areas of the School's business operations, including but not limited to: <ul style="list-style-type: none"> • clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration, information management • construction, plumbing, carpentry, painting and other trades • cleaning, maintenance, school facility management, security, caretaking • gardening, turf management • retailing—canteen, uniform shop • cooking/catering • bus driving and vehicle maintenance
ELC	means the early learning centre, which includes the provision of early learning services and childcare
ELC Teacher	means a person, including a person employed as the Director of the Early Learning Centre, who holds Full or

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	Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3A of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) (or its successor) and is employed to teach an educational program to three-, four and/or five-year-old children. This definition does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Education Support (ES) Employee	means an Employee other than a Teacher who is covered by this Agreement and who is engaged in <ul style="list-style-type: none"> • student/teacher support services • technical services • business services • wellbeing services
Employee	means a person covered by this Agreement
Employer	means St Margaret's School [ABN 49 004 260 995], as located at 27-47 Gloucester Avenue, Berwick and 80 Tivendale Road, Officer
Experience	means experience of teaching: <ul style="list-style-type: none"> • for a School Teacher, after achieving the qualifications necessary for registration as a teacher with the Victorian Institute of Teaching (or successor) • for an ELC Teacher, after achieving a four-year post-secondary qualification in early childhood education and will be deemed to have commenced at the date on which a qualified person first receives a teaching appointment
Face-to-face teaching hours	means timetabled classes
FWC	means the Fair Work Commission or its successor
Immediate family	means <ul style="list-style-type: none"> • a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee, where: <ul style="list-style-type: none"> • a de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes)

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	<ul style="list-style-type: none"> a child means an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee's spouse or de facto partner
LSL Act	means the <i>Long Service Leave Act 2018</i> (Vic) or its successor
NES	means the National Employment Standards as contained in Part 2-2 of the Act
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
Principal	means the Principal of St Margaret's School (ABN 49 004 260 995) trading as St Margaret's School and Berwick Grammar School or the Principal's nominee
Registered Health Practitioner	means a person registered under the <i>Health Practitioners Regulation National Law (Victoria) Act 2009</i> (or successor)
Registered Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
School	means St Margaret's School (ABN 49 004 260 995) trading as St Margaret's School and Berwick Grammar School
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian Government for Victorian Government schools
School 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 or 4 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) (or its successor) and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
School Year	means the period of 12 months commencing from the day the 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

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Shut Down Period	means the period of time that the School, or any part of the School, is closed (shut down)
Student/teacher support services	means an ES Employee whose principal duties are to provide support to Teachers and students in the ELC, a primary or secondary classroom or to individual students or groups of students
Teacher	means a School Teacher and an ELC Teacher, unless separately specified
Term weeks	means the weeks, or part thereof, in the School Year that students are required to attend school and designated student free days as set out in the school calendar of the School
Technical services	means an ES Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre
Victorian Institute of Teaching (VIT)	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor
Wellbeing services	means an ES Employee whose principal duties are to support the health and wellbeing of students, and Employees, where appropriate. This may include psychologists, counsellors and therapists
WIRC Act	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor

4. Coverage

4.1 This Agreement covers:

- (a) the Employer (as defined in cl.3 – Definitions)
- (b) Teachers
- (c) ES Employees (as defined in cl.3 – Definitions).

4.2 This Agreement does not cover:

- (a) a Principal, a Deputy Principal, or a Business Manager (by whatever name called)
- (b) instructional services employees (i.e. music/drama tutors and sports assistants/coaches)

- (c) any Employee who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the *Fair Work Regulations 2009* (Cth) from time to time
- (d) apprentices, trainees and 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.

6. No extra claims

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

7. The National Employment Standards

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

8. Agreement flexibility

- 8.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in cl.8.1(a);
 - (c) the arrangement is genuinely agreed to by the Employer and Employee. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the Employer.
- 8.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under s.172 of the Act; and
- (b) are not unlawful terms under s.194 of the Act; and
- (c) result in the Employee being better off overall at the time the agreement is made than the Employee would be if no arrangement was made.

8.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

8.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The Employer or Employee may terminate the individual flexibility arrangement:

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

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

Part 2—Consultation and Dispute Resolution

9. Consultation about major workplace change

9.1 If the Employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must:

- (a) give notice of the changes to all Employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected Employees and their representatives (if any):
 - (i) the introduction of the changes; and

- (ii) their likely effect on Employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on Employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 9.2 For the purposes of the discussion under cl.9.1(b), the Employer must give in writing to the affected Employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on Employees; and
 - (c) any other matters likely to affect Employees.
- 9.3 Clause 9.2 does not require the Employer to disclose any confidential information if its disclosure would be contrary to the Employer's interests.
- 9.4 If:
- (a) an affected Employee appoints, or affected Employees appoint, a representative for the purposes of consultation, and
 - (b) the Employee or Employees advise the Employer of the identity of the representative,
- the Employer must recognise the representative.
- 9.5 The Employer must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under cl.9.1(b).
- 9.6 In this clause, **significant effects**, on Employees, includes any of the following:
- (a) termination of the employment; or
 - (b) major changes in the composition, operation or size of the Employer's workforce or to the skills required; or
 - (c) the loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for Employees to be retained or transferred to other work or locations; or
 - (g) job restructuring.
- 9.7 If a clause in this Agreement makes provision for alteration of any of the matters defined at cl.9.6, such alteration is taken not to have significant effect.

10. Consultation about changes to rosters or ordinary hours of work

- 10.1** This clause applies if the Employer proposes to change the regular roster or ordinary hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.
- 10.2** The Employer must consult with any Employees affected by the proposed change and their representatives (if any).
- 10.3** For the purpose of the consultation, the Employer must:
- (a)** provide to the Employees and representatives mentioned in cl.10.2 information about the proposed changes (for example, information about the nature of the change and when it is to begin); and
 - (b)** invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 10.4** If:
- (a)** an affected Employee appoints, or affected Employees appoint, a representative for the purposes of consultation; and
 - (b)** the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 10.5** The Employer must consider any views given under cl.10.3(b).
- 10.6** For the purposes of this clause, the Employer's educational timetable in respect of academic classes and student activities, which:
- (a)** may operate on a term, semester or a School year basis, and
 - (b)** ordinarily changes between one period of operation and the next, and
 - (c)** may change during the period of operation,
- is not a regular roster.
- 10.7** However, where a change to the Employer's educational timetable directly results in a change:
- (a)** to the number of ordinary hours of work of an Employee, or
 - (b)** to the spread of hours over which the Employee's ordinary hours are required to be worked, or
 - (c)** to the days over which the Employee is required to work,
- cll.10.2 to 10.5 will apply.

11. Consultative Committee

11.1 Purpose of Consultative Committee (Committee)

The Committee is a consultative mechanism to support communication between the Employer and Employees.

11.2 Composition of the Committee

The Committee will made up of representatives of:

- (a) the Employer;
- (b) Teachers from all campuses; and
- (c) ES Employees from all campuses.

11.3 Role of the Committee

The Committee:

- (a) may make recommendations to the Principal regarding the implementation of this Agreement, the management of general workload issues (including the cross-campus travel arrangements for 2020) and the development of policies;
- (b) recognises that the final decision remains the prerogative of the Board, as exercised through the Principal of the School.

12. Dispute resolution procedure

12.1 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.

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

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

12.3 The FWC may not, when exercising a power of dispute resolution under this Agreement, provide a right or remedy on the basis that a termination of employment was harsh, unjust or unreasonable.

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

12.5 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.

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

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

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

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

12.8 For the purposes of cl.12.7(b)(ii), the parties to the dispute will not unreasonably withhold consent.

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

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

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

Part 3—Conditions of Employment for all Employees

13. Minimum employment period

- 13.1** An Employee's employment is contingent upon the satisfactory completion of a six-month minimum employment period, as defined by the Act.
- 13.2** If the Employer determines to terminate the employment of an Employee during the minimum employment period, then the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or cl.37 (Performance and conduct management).
- 13.3** Notice of termination of employment during the minimum employment period is provided by cl.48 and 56.

14. Remuneration packaging

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

15. Payment of salary

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

16. Superannuation

16.1 Employer contributions

The Employer currently makes an Employer superannuation contribution, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by each individual Employee, excluding a fund where the Employer is required to become a participating Employer.

16.2 Default superannuation fund

Should an Employee not nominate a complying superannuation fund for this purpose, the contribution will be to NGS Super or successor fund.

16.3 Voluntary contributions

An employee may make voluntary contributions to the fund nominated by the individual Employee pursuant to cl.16.1 or cl.16.2, as appropriate.

17. Tuition fee discount

17.1 Entitlement

Subject to cl.17.3:

- (a) a full-time Employee is entitled to receive a 50 per cent reduction on school tuition fees for dependent children enrolled at the School;
- (b) a part-time Employee is entitled to receive a reduction on school tuition fees for dependent children enrolled at the School on the following basis:

(Employee's time fraction x 50%) x applicable school tuition fee.

17.2 Maximum discount

The maximum tuition fee reduction of 50 per cent of school tuition fees for a dependent child enrolled at the School:

- (a) can be reached when the child is also eligible for any scholarship, sibling discount, bursaries or any other discount that would ordinarily be applicable, or
- (b) applies, whether one or both parents of the child are employed by the Employer.

17.3 Employee requirements

The Employee is required to:

- (a) authorise in writing the payment of all fees, including the discounted tuition fee, and charges (including indirect tax (e.g. Fringe Benefits Tax)) by regular and automatic salary deductions, unless otherwise agreed with the Employer
- (b) reimburse the Employer for any indirect tax (e.g. Fringe Benefits Tax) levied on the Employer by the Australian Taxation Office arising from the Employee being in receipt of the tuition fee discount.

17.4 Unpaid leave

- (a) The Employer will provide the tuition fee discount for a period of up to 12 months to an Employee who has been granted unpaid leave. Should the period of unpaid leave be greater than 12 months, the provision of the tuition fee discount is at the Principal's discretion.
- (b) During the period of unpaid leave, the Employee is required to set up a direct debit for payment of any school fees and charges due during that period of time.

17.5 Exceptions

A casual or fixed term Employee is not entitled to receive a discount on school tuition fees.

18. Personal/carer's leave

18.1 NES

Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

18.2 Entitlement

- (a)** An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- (b)** For a full-time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.
- (c)** Where a full-time Employee requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual as follows:
 - (i)** six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of service with the Employer, or
 - (ii)** up to the annual entitlement of 15 days, if in the second or subsequent year of service,

provided that the notice and evidentiary requirements are met, and that any paid leave provided in advance of accrual at the time of termination of employment is deducted from the Employee's final payment.

18.3 Accrual of personal/carer's leave

Personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

18.4 Purpose of personal/carer's leave

- (a)** Paid personal leave is taken due to a personal illness or injury.
- (b)** Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate family or a member of the Employee's household, who requires care or support because of a personal illness or injury or an unexpected emergency affecting the member.

18.5 Unpaid carer's leave

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

18.6 Casual Employee

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

18.7 Notice and evidentiary requirements

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

18.8 Special leave

- (a) At the commencement of a School Year, 20 per cent of an Employee's annual personal/carer's leave entitlement for that School Year, will be regarded as being available for special leave in that School Year. For example, special leave for a Full Time Employee who gives service for a full School Year will be three days. An Employee who is employed on a part-time basis and/or who gives service for less than the full School Year will be entitled to pro rata of three days' special leave.
- (b) In any School Year, an Employee cannot access more than 20 per cent of the Employee's annual personal/carer's leave entitlement for that School Year as special leave.
- (c) An Employee must:
 - (i) request special leave in writing and provide the reason for requesting leave;
 - (ii) make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and

- (iii) take special leave as a full day or as a half-day.
- (d) The Employer will grant special leave subject to:
 - (i) satisfaction of the application requirements, and
 - (ii) the operational requirements of the workplace for that day or half-day.
- (e) For the purpose of this clause, special leave may be accessed:
 - (i) to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
 - (ii) when a person who is not a member of the Employee's Immediate Family or household contracts or develops a personal injury or illness that poses a serious threat to life;
 - (iii) for pre-natal appointments, noting that an Employee may access personal/carer's leave under cl.18.2 instead of, and/or in addition to, special leave;
 - (iv) for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander; or
 - (v) as otherwise agreed to by the Employer.

19. Compassionate leave

19.1 NES

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

19.2 Entitlement

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

19.3 Taking leave

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

19.4 Evidence for leave

The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

20. Requests for flexible working arrangements

20.1 Employee may request change in working arrangements

This clause applies where an Employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

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

Note 3: Clause 20 is in addition to s.65.

20.2 Responding to the request

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

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

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

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

20.3 What the written response must include if the Employer refuses the request

- (a) This clause applies if the Employer refuses the request and has not reached an agreement with the Employee under cl.20.2.
- (b) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the Employer and Employee could not agree on a change in working arrangements under this clause, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (ii) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

20.4 What the written response must include if a different change in working arrangements is agreed

If the Employer and the Employee reached an agreement under cl.20.2 on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

20.5 Dispute resolution

Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by this clause, can be dealt with under cl.12 (Dispute resolution procedure).

21. Community service leave

21.1 Entitlement

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

21.2 Jury service leave

- (a) An Employee who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (b) An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c) An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (d) The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- (e) The Employer will pay the Employee through the normal salary payment system.
- (f) The Employee must pay to the Employer the full amount received from Court Authorities for jury service. The Employer must pay the Employer this amount as soon as practicable.

22. Public holidays

22.1 NES

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

22.2 Access to entitlement

A public holiday that falls during Non-term weeks for Teachers or during leave without pay during Non-term weeks for ES Employees does not create an additional entitlement.

22.3 Payment for work on a public holiday

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

22.4 Substitution of public holidays

- (a) By agreement between the Employer and an individual Employee, an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- (b) By agreement between the Employer and a majority of Employees, an alternate day may be taken as a public holiday in the workplace in lieu of any of the days specified by the NES.
- (c) The agreement made pursuant to cl.22.4(a) or (b) will be recorded in writing and made available to the affected Employee/s.
- (d) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

23. Long service leave

23.1 Entitlement

- (a) Long service leave is as provided by the NES or the *Long Service Leave Act 2018* (Vic) (LSL Act) (or successor), as appropriate, except where this Agreement provides ancillary or supplementary terms.
- (b) Schedule F (Long Service Leave) to this Agreement provides information about the entitlement to long service leave.
- (c) From 1 February 2006, an ES Employee is entitled to accrue 13 weeks' long service leave upon the completion of ten years of continuous employment. Prior to this date, an ES Employee accrued long service leave in accordance with Schedule F (Long Service Leave) to this Agreement,

23.2 Access to leave

An Employee is entitled to apply to take long service leave after completing seven years of continuous employment.

23.3 Requesting leave

Wherever possible, long service leave should be requested in writing to the Principal prior to the calendar year in which the Employee wishes to take long service leave. The operational requirements of the School and the needs of the Employee will be considered before a leave request is granted.

23.4 Long service leave on half-pay

An Employee may apply to take an amount of long service leave twice as long as the amount to which the Employee would otherwise be entitled and at a rate of pay equal to half the Employee's ordinary pay. Such an application will be granted at the discretion of the Principal.

23.5 Illness on long service leave

- (a) Subject to the production of a supporting medical certificate from a Registered Medical Practitioner, an Employee who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the Employee is entitled to personal/carer's leave.
- (b) Subject to cl.23.5(a), the Employee's long service leave will be extended by the period of illness.
- (c) An exception to cl.23.5(b) is that the Employer and an Employee may agree that the Employee will return from long service leave as planned with the period of illness increasing the Employee's accrued long service leave entitlement.

24. Parental leave

24.1 NES

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

24.2 Notice of termination to a replacement Teacher

A Teacher replacing a Teacher 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 replacement Teacher is employed.

25. Paid parental leave

25.1 Application

- (a) This clause does not apply to a casual or fixed-term Employee.
- (b) This clause applies to a full-time or part-time Employee who is entitled to, and takes, unpaid parental leave in accordance with the NES and cl.24 (Parental leave).
- (c) The payments in cll.25.2 and 25.3:

- (i) are not payable during a period of paid leave;
- (ii) are payable from the date of the birth or placement of a child with the Employee, unless the Employee and the Employer make alternative arrangements;
- (iii) are paid at the Employee's ordinary rate of pay; and
- (iv) are payable to one Employee only, where the Employer employs both parents of the child.

25.2 Birth-related leave and adoption-related leave

- (a) An Employee will be entitled to 14 weeks of leave with pay from the date of birth or placement of the child with the Employee to be responsible for the care of the child.
- (b) If the Employee takes less than 14 weeks of leave with pay from the date of birth or placement of the child, then the Employee will be paid for the period of leave taken.
- (c) The period of leave with pay comprises paid birth-related leave/adoption related leave and annual leave (NES) that accrues during the paid period of birth-related leave/adoption-related leave.
- (d) The period of leave with pay accrues personal/carer's leave and long service leave.

25.3 Partner leave

- (a) An Employee, who has completed at least 12 months' continuous service with the Employer as at the date of the birth or placement of the child with the Employee and takes concurrent leave of at least two weeks, will be paid for the two-week period.
- (b) The period of leave with pay accrues pro rata annual leave (NES) or pro rata Non-term weeks (inclusive of NES annual leave), personal/carer's leave and long service leave.

25.4 Subsequent period/s of paid leave

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

26. Taking leave to deal with family and domestic violence

26.1 NES

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

26.2 Definitions

- (a) In this clause:

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

family member means:

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

26.3 Entitlement to paid and unpaid leave

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

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

Note 2. The Employer and the Employee may agree that the Employee may take more than ten days' leave to deal with family and domestic violence.

Note 3. If, during the period of operation of this Agreement, the NES is amended to provide paid and/or unpaid family and/or domestic violence leave, then the leave entitlement in cl.26.3(a) will be offset against the NES leave entitlement, should this not be prohibited by the NES.

26.4

26.5 Taking leave

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

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

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

26.6 Service and continuity

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

26.7 Notice and evidence requirements

(a) Notice

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

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

(b) Evidence

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

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

26.8 Confidentiality

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

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

26.9 Employee request for additional leave

An Employee may apply for additional paid or unpaid leave for the purpose of dealing with family and domestic violence. The granting of additional leave is at the discretion of the Principal.

26.10 Compliance

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

27. Leave without pay

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

28. Accident make-up pay

Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Compensation and Rehabilitation Act 2013* (Vic) (WIRC Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

29. Infectious diseases leave

29.1 Entitlement

An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the School and the disease is evident in the School:

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever, or
- Hepatitis.

29.2 Evidence

The Employee must, at the request of the Employer, produce a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as reasonably practicable.

30. Protective clothing

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will provide and maintain such clothing.

31. Meal allowance

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7.00 pm on any day.

32. Camp allowance

An Employee is entitled to an allowance of \$80 for each night that the Employee is required to attend a School camp. This allowance is not payable for overseas trips.

33. Health and safety representative allowance

An Employee elected as a health and safety representative is entitled to a \$500 allowance per annum for the period that the Employee performs this function. Where the Employee performs this role for part only of a School Year, the Employee will receive pro rata of this amount.

34. Breakage and loss

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

35. Examination leave

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

36. Qualification conferral leave

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

37. Performance and conduct management

37.1 Application

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

- (a) where an Employee's employment is terminated during the minimum employment period pursuant to cl.13 (Minimum employment period); or
- (b) for a casual Employee.

37.2 Performance Management

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

37.3 Conduct Management

- (a) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.

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- (b) The Employer will advise the Employee in writing of:
 - (i) the Employer's concern(s) with the Employee's conduct;
 - (ii) the time, date and place of the meeting to discuss the Employee's conduct;
 - (iii) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
 - (iv) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- (c) The formal conduct management meeting(s) will:
 - (i) include discussion of the Employer's concern(s) with the Employee's conduct;
 - (ii) give the Employee an opportunity to respond to the Employer's concern(s).
- (d) Concern(s) with an Employee's conduct may be resolved by:
 - (i) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
 - (ii) issuing the Employee with a warning or a final warning in writing;
 - (iii) terminating the employment of the Employee in accordance with the relevant notice provision;
 - (iv) other action, appropriate to the situation.

38. Redundancy

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

Period of Continuous Service	Redundancy Pay (weeks' pay)	
	Under 45 years	45 years and over
Less than 1 year	Nil	Nil
1 year and less than 2 years	4	4
2 years and less than 3 years	7	9
3 years and less than 4 years	10	13
4 years and less than 5 years	12	15
5 years and less than 6 years	14	18
6 years and less than 7 years	16	20
7 years and less than 8 years	18	23
8 years and less than 9 years	20	25
9 years and less than 10 years	21	26
10 years and over	22	27

Weeks' pay means the ordinary time rate of pay of the Employee concerned.

For the purpose of this clause, **continuous service** will be calculated to include all service for which paid leave was applicable but will not include a period of unpaid leave except at the discretion of the Employer.

38.2 Transfer to lower paid duties

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

38.3 Employee leaving during notice period

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

38.4 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.
- (b) At the request of the Employer, the Employee must produce proof of attendance at an interview.
- (c) This entitlement applies instead of cll.48.4 and 56.4.

38.5 Part-time Employees

If a part-time Employee's hours are reduced, without their consent, by:

- (i) 0.2 FTE or more; or
- (ii) the Employee has had their time fraction reduced within the preceding two years and the cumulative reduction is 0.3 FTE or more,

the Employee will be entitled to the provisions of this clause.

Part 4—Conditions of Employment for Teachers

39. Types of employment

39.1 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.

39.2 Terms of engagement

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

39.3 Full-time employment

A full-time Teacher is engaged to work an average of 37.5 ordinary hours per week.

39.4 Part-time employment

- (a) A part-time Teacher is engaged to work on a regular basis for not more than 90% of the hours of a full-time Teacher in the School or in the ELC, as appropriate.
- (b) Where the Employer requires a part-time Teacher to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered full-time and remunerated accordingly.
- (c) Where the Teacher requests to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered part-time and paid for the actual hours worked.
- (d) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the School or in the ELC, as appropriate.
- (e) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.

- (f) The Employer may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven weeks' notice in writing or where the change would result in a reduction in salary, the salary is maintained for a period of seven weeks.
- (g) If a part-time Teacher's hours are reduced, without their consent, by 0.2 FTE or more (or a cumulative reduction of 0.3 FTE or more over the preceding two years), then the Teacher will be entitled to the provisions of cl.38 (Redundancy).

39.5 Casual employment

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

39.6 Fixed-term employment

- (a) The Employer may employ a Teacher to work on a replacement basis or for a specified period of time as a full-time or part-time Teacher:
 - (i) to replace one or more Teachers who are on leave;
 - (ii) to undertake a specified project for which funding has been made available;

- (iii) to undertake a specified task which has a limited period of operation;
 - (iv) to replace a Teacher whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year;
 - (v) to replace a Teacher who provided notice of termination of employment after the commencement of Term 4. The period of the appointment must not exceed the end of the following School Year.
- (b) A fixed-term Teacher is entitled to the benefits of this Agreement on a pro rata basis where the Teacher is employed part-time or where the Teacher has been employed for a period of less than 12 months.
- (c) Before employing a fixed-term Teacher, the Employer will inform the fixed term Teacher of:
- (i) the reason for the fixed term nature of the employment;
 - (ii) the date of commencement of the employment;
 - (iii) the benefits which are applicable under this Agreement; and
 - (iv) the rights of any Teacher being replaced (if applicable).
- (d) Subject to cl.13 (Minimum employment period), the termination of employment of a fixed-term Teacher will be by the expiry of the period of employment or in accordance with cl.48 (Termination of employment).
- (e) A fixed-term Teacher is not entitled to any of the following benefits under this Agreement:
- (i) paid parental leave;
 - (ii) examination leave;
 - (iii) qualification conferral leave; and
 - (iv) tuition fee discount.

40. Ordinary hours of work

40.1 NES

- (a) This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours. This clause does not apply to a Teacher, including a Teacher appointed as a Director, employed in an ELC which operates for 48 or more weeks per year, who is covered by the provisions of Schedule G (Hours of Work and Related Matters – Teachers employed in an ELC operating for at least 48 weeks per year).

- (b) Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of work of a Teacher are 37.5 hours per work and may be averaged over a 12-month period. The averaging period is the School Year.

40.2 Work arrangements

- (a) The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend during periods when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance. However, by agreement between the Employer and the affected Teachers, meeting may be scheduled during Non-term weeks.
- (b) The Employer determines the full-time Face-to-Face Teaching Hours per week and the professional duties to be allocated to a Teacher.
- (c) A Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties; and
- (d) A Teacher is expected to undertake a number of other duties including but not limited to: staff meetings, open days, training, professional development, camps and excursions, as part of the Teacher's ordinary hours of work.
- (e) During each of the 2020, 2021 and 2022 School Years only, the Employer will make two of the current student-free days available for professional practice as either two full days or one full-day and two half-days. The professional practice requirements for each School Year's days (or half-days) will be determined prior to the commencement of the School Year, after consultation with the Consultative Committee.

40.3 The following circumstances are not included when calculating the ordinary hours of work for a Teacher:

- (a) co-curricular activities that are conducted on a weekend;
- (b) school-related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
- (c) when the Teacher appointed to a leadership position is performing duties in Non-term weeks that are directly associated with the leadership position; and
- (d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which a Teacher may be recalled to perform duties relating to their position.

40.4 The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the School year or a proportion of the School year. The Teacher's absence from School during Non-term weeks is deemed to include their entitlement to annual leave.

41. Breaks

- 41.1** A Teacher will be entitled to an unpaid meal break of not less than 30 consecutive minutes, which commences no later than five hours after the Teacher commenced work on that day.
- 41.2** The exception to cl.41.1 is where a Teacher is required to undertake student supervision duties during the meal break, the meal break will be not less than 20 minutes.
- 41.3** Where an ELC Teacher is required to remain on the premises during the meal break the ELC Teacher will be entitled to a paid meal break of no more than 30 minutes, and no less than 20 minutes no later than five hours after commencing work.

42. Intercampus travel allowance

A Teacher required by the Employer to use the Teacher's private motor vehicle to travel between campuses for the teaching of classes will be paid for the kilometres travelled in accordance with Australian Taxation Office guidelines.

43. Classifications

The Employer will classify a Teacher in accordance with Schedule A (Classifications: Teachers).

44. Salary

- 44.1** The minimum rates of pay for a full-time Teacher are provided by Schedule B (Salaries: Teachers).
- 44.2** The rates of pay in Schedule B (Salaries: Teachers) include annual leave loading.

45. Positions of responsibility

Schedule C (Positions of Responsibility: Teachers) specifies the positions of responsibility and allowances available under this Agreement.

46. Annual leave

- 46.1** Annual leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.
- 46.2** **Timing of annual leave**

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

46.3 Crediting of annual leave

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

47. Pro rata payment of salary inclusive of annual leave

47.1 This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave. This clause does not apply to a Teacher covered by Schedule G (Hours of Work and Related Matters – Teachers employed in an ELC operating for at least 48 weeks per year).

47.2 The provisions of this clause will apply:

- (a) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or
- (b) in the calculation of payment in regard to pro rata salary if:
 - (i) a Teacher commenced employment after the school service date;
 - (ii) a Teacher has taken leave without pay of more than two Term weeks since the school service date; or
 - (iii) the hours which a Teacher has worked at the School have varied since the school service date.

47.3 Termination of employment

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

47.4 Teachers who commence employment after the commencement of the School Year

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

47.5 Teachers who take approved leave without pay

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

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

- (i) at the commencement of the leave, a payment will be calculated and made in respect of the School year in which the leave commences; or
- (ii) at the end of the last school term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that School year.

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

47.6 Calculation of payments

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

where

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

47.7 For the purpose of this clause:

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

47.8 The formula in cl.47.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the school, in which the formula is applied.

48. Termination of employment

48.1 NES notice of termination

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

48.2 Notice of termination by the Employer

The employment of a Teacher (other than a casual Teacher) will not be terminated:

- (a) during the minimum employment period (cl.13) only, without four Term weeks' notice (inclusive of the notice required under the NES, the payment of four weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equals four Term weeks; or
- (b) without seven Term weeks' notice (inclusive of the notice required under the NES), the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equals seven Term weeks.

48.3 Notice of termination by a Teacher

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

48.4 Job search entitlement

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

48.5 Statement of service

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

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

Part 5—Conditions of Employment for ES Employees

49. Types of employment

49.1 An ES Employee 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.

49.2 At the time of engagement, an Employer will inform each ES Employee whether the ES Employee is employed on a full-time, part-time, casual or fixed term basis and the ES Employee's classification.

49.3 Full-time employment

A full-time ES Employee is an ES Employee engaged to work 37.5 hours per week or an average of 37.5 hours per week pursuant to cl.50 (Ordinary hours of work).

49.4 Part-time employment

- (a) A part-time ES Employee is an ES Employee who is engaged to work less than 37.5 ordinary hours per week or an average of less than 37.5 hours per week and/or for less than the full School Year and who has reasonably predictable hours of work.
- (b) A part-time ES Employee will be paid an hourly rate of 1/37.5th of the weekly rate for the ES Employee's classification.
- (c) A part-time ES Employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the Employer and the part-time ES 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 ES Employee will work.
- (e) The terms of the agreement in cl.49.4(d) may be varied by agreement between the Employer and an ES Employee. Any such variation will be recorded in writing.
- (f) If a part-time ES Employee's hours are reduced, without their consent, by 0.2 FTE or more (or a cumulative reduction of 0.3 FTE or more over the preceding two years), then the ES Employee will be entitled to the provisions of cl.38 (Redundancy).

49.5 Casual employment

- (a) A casual ES Employee is an ES Employee engaged as such.
- (b) A casual ES Employee will be paid an hourly rate of 1/37.5th of the weekly rate for the ES Employee's classification, plus 25%.

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- (c) A casual ES Employee will be engaged and paid for a minimum of two hours for each engagement. Except that an ES Employee (Early learning services) working in an out of school hours care program may satisfy the two hour minimum by working one hour before school and one hour after school on the same day.
- (d) A casual ES Employee must be paid at the termination of each engagement, or monthly in accordance with usual payment methods for full-time ES Employees.
- (e) A casual ES Employee is not entitled to any of the following benefits under this Agreement:
 - (i) notice of termination of employment
 - (ii) redundancy
 - (iii) remuneration packaging
 - (iv) annual leave
 - (v) paid personal/carer's leave
 - (vi) paid compassionate leave
 - (vii) paid parental leave
 - (viii) infectious diseases leave
 - (ix) examination leave
 - (x) qualification conferral leave
 - (xi) accident make-up pay
 - (xii) tuition fee discount.

49.6 Fixed-term employment

- (a) The Employer may employ an ES Employee to work on a replacement basis or for a specified period of time as a full-time or part-time ES Employee:
 - (i) to replace one or more ES Employees who are on leave;
 - (ii) to undertake a specified project for which funding has been made available;
 - (iii) to undertake a specified task which has a limited period of operation;
 - (iv) to replace an ES Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year;
 - (v) to replace an ES Employee who provided notice of termination of employment after the commencement of Term 4. The period of the appointment must not exceed the end of the following School Year.

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- (b) A fixed-term ES Employee is entitled to the benefits of this Agreement on a pro rata basis where the ES Employee is employed part-time or where the ES Employee has been employed for a period of less than 12 months.
- (c) Before employing a fixed-term ES Employee, the Employer will inform the fixed term ES Employee of:
 - (i) the reason for the fixed term nature of the employment;
 - (ii) the date of commencement of the employment;
 - (iii) the benefits which are applicable under this Agreement; and
 - (iv) the rights of any ES Employee being replaced (if applicable).
- (d) Subject to cl.13 (Minimum employment period), the termination of employment of a fixed-term ES Employee will be by the expiry of the period of employment or in accordance with cl.56 (Termination of employment).
- (e) A fixed-term ES Employee is not entitled to any of the following benefits under this Agreement:
 - (i) paid parental leave;
 - (ii) examination leave;
 - (iii) qualification conferral leave; and
 - (iv) tuition fee discount.

50. Ordinary hours of work

- 50.1** Subject to this clause, a full-time ES Employee's ordinary hours of work will be 37.5 per week. The ordinary hours of work for a part-time or casual ES Employee will be in accordance with cl.49 (Types of employment).
- 50.2** The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:
 - (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:
 - (i) Student/teacher support services (except for cl.50.2(c), (e))
 - (ii) Technical services
 - (iii) Business services (except for cl.50.2(b), (d), (f))
 - (iv) Wellbeing services.
 - (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for business services ES Employees in the following groups:
 - (i) Construction, plumbing, carpentry, painting and other trades

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- (ii) Cleaning, maintenance, school facilities management
- (iii) Bus driving/non-trade vehicle maintenance.
- (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following ES Employees, who are engaged in childcare or out of school hours care services.
- (d) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening and turf maintenance ES Employees.
- (e) On any day from Monday to Saturday between 6.00 am and 6.00 pm for technical services ES Employees—outdoor education only.
- (f) On any day Monday to Sunday between 6.00 am and 6.00 pm for the business services ES Employees engaged in security and caretaking services only.

50.3 Variation of the daily span of ordinary hours

The starting and finishing times of the daily span of ordinary hours in cl.50.2 may be varied by up to one hour, provided the total hours remain unchanged:

- (a) where there is mutual agreement between the Employer and the majority of ES Employees in the particular group, or
- (b) where an individual ES Employee requests a change in the starting and finishing times of the daily span of hours.

50.4 Averaging of the hours of work

The ordinary hours of work may be averaged over a period of a fortnight or four weeks except that the ordinary hours of work:

- (a) of a curriculum/resources services ES Employee employed in outdoor education may be averaged over a period of up to 12 months,
- (b) of an individual ES Employee may be averaged over a period of up to a term, a semester or 12 months by agreement with the Employer, with the arrangement agreed in writing.

50.5 Reasonable additional hours

- (a) The Employer may require a part-time ES Employee to work reasonable additional hours in accordance with the provisions of this clause.
- (b) Where the ES Employee's hours are averaged:
 - (i) the ES Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in cl.50.2, do not result in the ES Employee working more than eight hours on that day, and do not result in the ES Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and

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- (ii) in all other cases the ES Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Where the ES Employee's hours are not averaged:
 - (i) the ES Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in cl.50.2, and do not result in the ES Employee working more than eight hours on that day; and;
 - (ii) in all other cases the ES Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (d) Where additional hours are worked on a day the ES Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (e) Additional hours worked by a part-time ES Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

50.6 Breaks between periods of duty

- (a) An ES Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where the Employer requires an ES Employee to continue or resume work without having a 10-hour break off duty, the ES Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in cl.50.6(a) and (b) do not apply to:
 - (i) an ES Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises
 - (ii) an ES Employee who is attending a school camp or excursion
 - (iii) an ES Employee working a broken shift.

51. Classifications

- 51.1 An ES Employee must be classified in accordance with the classification structure set out in Schedule D (Classifications: ES Employees) and paid not less than the salary specified for that classification in accordance with Schedule E (Salaries: ES Employees).
- 51.2 The Employer must advise the ES Employee of the ES Employee's classification, and any changes to the classification, in writing.

52. Salary

- 52.1 The Employer will pay an adult ES Employee not less than the salary specified for the ES Employee's classification in Schedule E (Salaries: ES Employees).

- 52.2** The rates of pay in Schedule E (Salaries: ES Employees) include annual leave loading.

53. Meal allowance

Where the Employer requires an ES Employee to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.5 hours), the Employer will provide a meal to the Employee. The exceptions to this are:

- (a) if an Employee could reasonably return home for a meal; or
- (b) if it is not possible to provide a meal, the Employer will pay a meal allowance of \$17.50 to the ES Employee,

54. Leave without pay during non-term weeks

54.1 Arrangements

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

- (a) the ES 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 ES Employee during any such period, the existing ES Employee may be offered such employment (whether on a full-time, part-time or casual basis). The ES 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 ES Employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

54.2 Calculating annual salary for an ES Employee on leave without pay during Non-term weeks (i.e. works term weeks only)

- (a) The formula in cl.54.2(d) will be used to calculate an annual salary for an ES Employee whose contract of employment states that the ES Employee works term weeks only and this will be the rate of pay that is divided evenly throughout the School Year and paid monthly.
- (b) There are 39 Term weeks in the School Year.
- (c) An ES Employee who is employed to work Term weeks only will be paid for 39 Term weeks plus four weeks; annual leave (i.e. 43 weeks in total).
- (d) The adjusted annual salary for an ES Employee working Term weeks only will be calculated as follows:

$$A = C \times (43/52.18)$$

Where:

A means the ES Employee's adjusted annual salary

C means the annual salary (as contained in Schedule E (Salaries: ES Employees) for the ES Employee's classification

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

54.3 Calculating the adjusted annual salary for an ES Employee working less than full-time but more Term weeks

The formula in cl.54.2(d) will be adjusted to account for the change in the weeks of leave without pay. For example, seven weeks' leave without pay will adjust the weeks worked from 43 to 49.

55. Annualised salaries

55.1 The Employer may pay an ES Employee an annual salary in satisfaction of any or all of the following provisions of the Agreement:

- (a) Schedule E (Salaries: ES Employees);
- (b) cll.59, 60 and 61—Shift work, Penalty rates and Overtime.

55.2 Where an annual salary is paid, the Employer must advise the ES Employee in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary.

55.3 Annual salary not to disadvantage ES Employees

- (a) The annual salary must be no less than the amount the ES Employee would have received under Schedule E (Salaries: ES Employees) for the work performed over the year for which the salary is paid (or, if the employment ceases earlier, over such lesser period as has been worked).
- (b) The Employer must review the annual salary of the ES Employee at least quarterly to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary. Should the review reveal underpayment, the underpayment will be rectified in the next salary payment.

55.4 Base rate of pay

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

56. Termination of employment

56.1 Notice of termination by the Employer

- (a) Notice of termination, which is provided for in the NES, is

ES Employee's period of continuous service with the Employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) The period of notice is increased by one week if the ES Employee is over 45 years old and has completed at least two years of continuous service with the Employer at the end of the day the notice is given.
- (c) The Employer may provide:
- (i) full payment of salary instead of notice, or
 - (ii) part notice and part payment of salary instead of notice provided that the total weeks' notice and weeks' payment equal the required period of notice.
- (d) The period of notice in this clause does not apply where employment is terminated for the reason of serious misconduct.

56.2 Notice of termination by an ES Employee

- (a) The notice of termination required to be given by an ES Employee is the same as that required of an Employer except that there is no requirement on the ES Employee to give additional notice based on the age of the ES Employee concerned.
- (b) If an ES Employee fails to give the required notice, then the Employer may withhold from any monies due to the ES Employee on termination under this Agreement or the NES, an amount not exceeding the amount the ES Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice.

56.3 Variation of notice of termination of employment

The Employer and an ES Employee may agree in writing to vary the period of notice required under cll.56.1 and 56.2, provided that the agreed period of notice will not be less than that required by the NES or this Agreement.

56.4 Job search entitlement

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

56.5 Statement of service

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

- (a) the commencement and cessation dates of employment; and
- (b) the classification of, or type of work, performed by the ES Employee.

57. Annual leave

57.1 Entitlement

- (a) Annual leave is provided for in the NES. This clause supplements the NES provisions.
- (b) For each year of service, with the Employer, an ES Employee, other than a casual ES Employee, is entitled to four weeks' annual leave.
- (c) An ES Employee's entitlement to annual leave accrues progressively during a year of service according to the ES Employee's ordinary hours of work and accumulates from year to year.
- (d) The Employer may require an ES Employee:
 - (i) to take annual leave during Non-term weeks, or
 - (ii) to take an amount of annual leave during a Shut Down Period. Where an ES Employee has not accrued sufficient annual leave to be taken during the Shut Down Period, the ES Employee will be entitled to leave which will be unpaid.

57.2 Crediting of annual leave

The Employer may allow an ES Employee to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the ES Employee subsequently leaves, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the ES Employee upon termination of employment.

58. Breaks

58.1 Meal break

The Employer will provide an unpaid meal break of not less than 30 consecutive minutes to an ES Employee who is engaged or rostered to work for more than five hours on a day. Such meal break will start no later than five hours after the ES Employee commenced work on that day, unless otherwise agreed by the ES Employee and the Employer.

58.2 Rest break

- (a) An ES Employee is entitled to a rest break of 10 minutes for each period of three hours worked, with a maximum of two rest breaks per shift.
- (b) Where the ES Employee has an entitlement to two rest breaks, in place of the two 10-minute rest breaks
 - (i) the Employer and the ES Employee may agree to one rest break of 20 minutes; or
 - (ii) the Employer may require one rest break of 20 minutes, where the ES Employee is engaged in student/teacher support services.
- (c) Where the Employer requires a business services ES Employee to work overtime, after working not less than 7.5 ordinary hours on that day, and the period of overtime is to be for more than one and a half hours, the ES Employee:
 - (i) will be allowed a meal break of 20 minutes after ordinary hours before commencing overtime. This meal break will be paid at the ordinary rate of pay. By agreement, the meal break may be varied, provided the Employer is not required to make payment in respect to any time allowed in excess of 20 minutes.
 - (ii) will be allowed a rest break of 20 minutes duration, which will be counted as time worked after each four hours of overtime worked, if the ES Employee continues to work after the rest break.
- (d) A rest break:
 - (i) will be counted as time worked;
 - (ii) will be taken at a time suitable to the Employer; and
 - (iii) will not be taken adjacent to a meal break, unless the ES Employee and the Employer agree.

59. Shiftwork

59.1 Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with cl.59.4.

59.2 Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in cl.50.2;
- (b) **afternoon shift** is a shift which is not a day shift, and which finishes after the ordinary hours identified in cl.50.2 and at or before midnight;
- (c) **night shift** is a shift which is not a day shift, and which finishes after midnight and at or before the time that the day shift commences for the ES Employee's classification.

59.3 Broken shifts

- (a) An ES 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 ES Employee, other than a casual ES Employee, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12-hour spread will be paid for as overtime.

59.4 Rostering

- (a) For ES Employees working to a roster, a roster showing normal starting and finishing times and the name of each ES Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the ES Employees at least seven days before the commencement of the roster period.
- (b) An ES Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with cl.60—Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (d) Notwithstanding cl.59.4(c) a roster may be altered at any time to enable the functions of the Employer to be carried out where another ES Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the ES Employee, the ES Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, then the ES Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an ES Employee to work on a day which would otherwise have been the ES Employee's day off, the day off instead will be arranged by mutual consent.

60. Penalty rates

60.1 Shiftwork

- (a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- (b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

60.2 Saturday and Sunday work

- (a) An ES Employee other than an ES Employee covered by cl.60.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a school operational services ES Employee in the cooking/catering group rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

- 60.3 The penalty rates within this clause and in cl.61(Overtime) are not cumulative. Where an ES Employee is entitled to more than one penalty or overtime rate, the ES Employee will be entitled to the highest single penalty rate.

61. Overtime

61.1 Overtime rates

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

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

- (b) Overtime will be calculated daily.

61.2 Time off instead of overtime payment

- (a) The Employer and an ES Employee may agree that an ES Employee will be provided with time off instead of being paid overtime.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) If, on termination of the ES Employee's employment, time off for overtime worked by the ES Employee has not been taken, then the Employer must pay the ES Employee for the overtime at the overtime rate applicable to the overtime when worked.

61.3 Make-up time

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

62. Intercampus travel allowance

An ES Employee required by the Employer to use the ES Employee's private motor vehicle to travel between campuses for approved school business will be paid for the kilometres travelled in accordance with the Australian Taxation Office guidelines.

Schedule A — Classifications: Teachers

A.1 Duties of a Teacher

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

A.2 Recognition of previous service

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

A.2.2 In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

A.3 Evidence of qualifications

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

A.4 Progression

A.4.1 A Teacher holding Full or Provisional Registration with VIT will commence at Level 1 and will progress to Level 11 in annual increments, which take place on 1 February of each year.

A.4.2 An exception to Sch.A.4.1 is that a Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

A.4.3 A Teacher holding Permission to Teach Registration with VIT will be paid not less than Level 1. Where a Permission to Teach Teacher receives Provisional or Full Registration with VIT, the person will be classified at the level commensurate with the Teaching experience gained whilst undertaking the requisite qualification, provided the reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Principal.

Schedule B— Salaries: Teachers

B.1 Annual rate of pay

The annual salary for a full-time Teacher will be determined in accordance with cl.41 (Classifications) and will be not less than the rate of pay prescribed by the following table. The rate of pay is payable from the first day of the specified month.

Classification Level	2019		2020	2021	2022
	April \$	October \$	February \$	February \$	February \$
11	107,185	108,043	111,014	114,344	117,489
10	98,177	98,962	101,684	104,734	107,615
9	94,683	95,441	98,065	101,007	103,785
8	91,314	92,044	94,575	97,413	100,091
7	88,064	88,768	91,209	93,945	96,529
6	84,930	85,609	87,964	90,602	93,094
5	82,419	83,078	85,363	87,924	90,342
4	80,133	80,774	82,995	85,485	87,836
3	77,913	78,537	80,696	83,117	85,403
2	73,656	74,245	76,287	78,576	80,736
1	71,866	72,441	74,433	76,666	78,774

B.2 Teacher in a 48-week children's or early childhood education service

A full-time Teacher who works in an ELC which usually provides services over a period of at least 7.5 hours each day for 48 weeks or more (such as a long day care centre) will be paid an additional 4% on the rates set out in this Schedule on the basis that the Teacher is not covered by the provisions of cl.39.6(a) (Ordinary hours of work).

B.3 Weekly rate of pay

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

B.4 Annual Leave Loading

The annual salary in Sch.B.1 includes annual leave loading. Annual leave loading is equivalent to 1.342 per cent of the annual salary.

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.

B.6 Casual Teacher

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B.6.1 The rate of pay payable to a casual Teacher:

(a) engaged for less than five consecutive days will be not less than:

Per Day	2019		2020	2021	2022
	April \$	October \$	February \$	February \$	February \$
Full Day	309.50	311.98	320.56	330.18	339.26
Half Day	154.75	155.99	160.28	165.09	169.63
<u>Note:</u> Casual teacher rate of pay is payable from the first day of the specified month					

(b) engaged for five or more consecutive days the salary will be not less than:

Per Day	2019		2020	2021	2022
	April \$	October \$	February \$	February \$	February \$
Full Day	338.35	341.06	350.44	360.95	370.88
Half Day	169.18	170.53	175.22	180.47	185.44
<u>Note:</u> Casual teacher rate of pay is payable from the first day of the specified month					

B.6.2 A casual Teacher will be paid for a minimum of half a day, where a day is the usual required attendance time for a Teacher at the School and a half day is half the usual required attendance time.

Schedule C — Positions of Responsibility: Teachers

C.1 Responsibility allowance

C.1.1 Eligibility

- (a) A responsibility allowance will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the Employer.
- (b) An allowance is linked to a position of responsibility rather than tied to an individual Teacher.
- (c) The Employer determines who holds a position that is eligible for a responsibility allowance.

C.1.2 Notification

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

C.1.3 Level of responsibility

Positions of responsibility are classified as follows:

Level	Indicative positions of responsibility
1	Coordinator, Convenor
2	Daily Organiser, Equestrian Coordinator
3	Learning and Tech Admin
4	Head of House, Leader of Learning, Timetabler, Head of Library
5	Head of Department
6	Head of Campus, Directors

C.1.4 Allowance for a position of responsibility

- (a) A Teacher appointed to a position of responsibility will be entitled to be paid the annual allowance from the first pay period following the start of the school year.
- (b) The annual allowance includes annual leave loading.
- (c) The annual allowance is payable from the first day of the month, as specified by the following table.

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Levels: Positions of Responsibility	2019		2020	2021	2022
	April \$	October \$	February \$	February \$	February \$
1	1,679.76	1,693.20	1,739.76	1,791.96	1,841.23
2	3,359.52	3,386.40	3,479.52	3,583.91	3,682.47
3	5,038.10	5,078.41	5,218.06	5,374.61	5,522.41
4	6,719.07	6,772.82	6,959.07	7,167.84	7,364.96
5	11,587.55	11,680.25	12,001.46	12,361.50	12,701.44
6	14,356.97	14,471.82	14,869.80	15,315.89	15,737.08

Schedule D— Classifications: ES Employees

Positions are classified relative to the work value attached to the role. Work value determines the appropriate level at which to classify a position.

The following are the key elements that will determine the work value of a position:

- Competency and level of complexity attached to the role
- Judgement, Independence & Problem solving taking into account the size and type of campus and the breadth of responsibility
- Level of supervision. Impact on decision making and level of accountability/supervision attached to decision making within the role
- Qualifications

The position of an ES Employee will be classified on the basis of the substantive or primary purpose of the role. To assist with classification, examples of activities typically undertaken by ES Employees in different roles at each of the classification levels and examples of occupational equivalent positions are provided.

The following areas of work that generally cover the span of support roles in the School are:

- Student/teacher support services Levels 1-4
- Business services Levels 1-7
- Technical services Levels 2-7 (e.g. Library, Lab Assistants, IT)
- Wellbeing Services 6-7

ES Employee Level 1

Competency

Undertake routine tasks and roles. Work that carries some degree of independence will generally involve a limited number of tasks performed on a regular basis where priorities are clear, procedures are well established and direction is readily available.

Judgement

Work has little scope for deviation. Problems can usually be solved by reference to standard documented policies and procedures. Deviation from established procedures will require reference to others for guidance and direction. An experienced employee at this level will exercise limited judgement within clearly defined guidelines and well-established practises that relate specifically to the tasks performed.

Supervision

Close supervision and direction with regular monitoring. Does not carry responsibility for the work of others. More experienced employees will provide basic guidance and advice to others relating to tasks within the work area.

Qualifications

No qualification requirements at this level, certification may be required to legally perform specific tasks, e.g. safe food handling, Police clearance, Working with Children.

Typical Activities

1. Student/teacher support services

- Provide general assistance maintain records of books and materials distributed
- Assist with clerical duties associated with normal classroom activities e.g. pupil records, collections etc.
- collect and distribute stock and equipment
- assist teachers with care of children on school excursions, sports days, and other out of classroom activities
- assist with the collection, preparation and distribution of teaching aids
- 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 development of good relations with families attending the facility
- Performing basic duties

Occupational equivalent: teacher aide

2. Business services

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Assisting in a school canteen, serving food to students and staff
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment.
- Making and/or serving morning/afternoon tea or meals, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- Taking general care of school vehicles, including driving buses for less than 25 passengers

Occupational equivalent: junior administration assistant, canteen assistant, bus driver

ES Employee Level 2

Competency

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

Application of knowledge and skills to a range of tasks and roles. Performs and /or supervises tasks that are carried out in accordance with guidelines, accepted practice and school policy.

Judgement

Applies generally accepted standard concepts, principals and standards. Simple problem solving using established outlines, policies and procedures. Some latitude to rearrange work sequence provided prearranged outcomes achieved.

Supervision

Routine supervision of straightforward tasks, after gaining experience, will exercise some degree of autonomy and discretion Operates with a fair degree of autonomy and may be required to supervise Level 1. Receives instructions on more complex tasks. Subject to progress checks usually confined to the unusual or difficult aspects of the work and has work reviewed upon completion. Has the technical knowledge and/or experience to perform the standard duties, usually without technical instruction. Responsible for assuring the quality of the work and may have some responsibility for assuring the quality of work of other Employees under their supervision

Qualifications

Completion of Year 12 without work experience. Required to undertake duties which require knowledge and skills which may be gained by the completion of a relevant one-, two- or three-year post-secondary certificate/diploma or equivalent or from on-the-job experience considered relevant by the Employer. For any ELC position – Cert 3.

Typical Activities

1. Student/teacher support services

- Assist teachers with clerical tasks as well as other out of the classroom activities.
- Complete routine tasks without constant supervision.
- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- To be responsive to the needs of children and families.
- To assist in the implementation of a creative educational program which engages children;
- To support the learning and development of students as they participate in the program;
- To show care, respect and a commitment to confidentiality in all interactions with children, staff and families;
- To work in ways which ensure the health, safety and wellbeing of children; and
- To assist in observing children's needs and interests, and to contribute to planning.
- Have a good understanding of and participate when required in emergency procedures.
- Assist with the preparation, general cleanliness (non-industrial) and cleaning up and packing away of activities.

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- Attend to the physical, social and emotional needs of children on an individual and group basis.
- Assist in developing good relations with families attending the service.
- To have an understanding of and contribute to the development and implementation of the program planned for the children.
- To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support
- General office administration duties

Occupational equivalent: teacher assistant, integration assistant, ELC co-educator,

2. Business services

- the work requirements of Level 1, which are performed with a higher level of autonomy and responsibility and a lower level of supervision;
- Providing general administrative support, including the preparation of non-standard documents, obtaining data from a range of sources.
- maintaining, entering and retrieving data, including financial data, from the computer system and preparing a range of reports, including non-standard reports, from databases;
- providing data and document production services;
- Liaising with and providing general information about the School's operations to parents, students and Employees, in accordance with policies and procedures.
- Cooking and serving in the canteen, working with the Canteen Assistants.
- Ordering of stock for canteen, pricing and daily banking.
- Performing general labouring tasks
- Performing basic gardening and basic maintenance
- Assisting trades personnel with manual duties

Occupational equivalent-senior canteen assistant, administration assistant, gardening assistant

3. Technical services

- Provision of general assistance of a supportive nature for professional and para-professional library staff including:
- Basic processing books (marking, covering, repairing and shelving)
- accessioning and cataloguing
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue book loans
- general typing and photocopying

Occupational equivalent: library assistant, audio visual assistant

ES Employee Level 3

An Employee at this level performs work above and beyond the skills of an Employee at Level 2. An Employee at this level is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate and accept personal responsibility beyond that required of a level 2.

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 are involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

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.

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.

Qualifications

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

- Certificate III with relevant work experience;
- 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.

Typical Activities

1. Student/teacher support services

- Undertake general observation of children, and report findings to the kindergarten teacher as appropriate.
- Assist in working with individuals and small groups of children, both spontaneous and organised.
- Encourage parents to participate in the program and the service's activities.
- To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.
- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area

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- 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 assistants, senior teacher aide, ELC co-educators, sports assistant

2. Business services

- providing clerical, keyboard and office management support, as required by the Principal or Principal's delegate/s;
- in consultation with the Principal or the Principal's delegate/s, managing work priorities, taking into account the overall workload of the functional area;
- maintaining and updating office systems and administrative records;
- Conducting control checks on accounts processed and ensuring that required accountability standards are met.
- Campus reception
- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Responsibility for operating the school canteen including supervision of Employees and volunteers
- Cooking duties and menu planning.
- Performs routine maintenance of the grounds including maintenance of the garden, turf, synthetic, artificial and other play surfaces;
- Performs minor building repair work (excluding electrical and plumbing).

Occupational equivalent-Canteen supervisor, Maintenance Assistant, administration assistant,

3. Technical services

- Providing assistance to teachers and students to use the catalogue and/or locate books and resource material in the library
- Explaining the function and use of the library and library equipment to students
- Under direction, assist teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material
- Accessioning and cataloguing
- Descriptive cataloguing for print resources and audio-visual material
- Organising inter-library loans
- Answering ready-reference enquiries
- Supervising dispatch and recovery of damaged books to/from commercial binders
- Operating and maintaining a wide range of audio-visual equipment
- Demonstrating and explaining the operation of audio-visual equipment
- Providing general technical support for teaching staff
- Evaluating and making recommendations for purchase of audio-visual equipment

Occupational equivalent: library technician, audio visual technician.

ES Employee Level 4

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

Competency

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

Judgment, independence and problem solving

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

Supervision

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

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 trades certificate or 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.
- Employee at this level has a Diploma in Children's Services

Typical activities

1. Business services

- School reception
- coordinating the delivery of administrative services within the School;
- Processing student admissions, registrations, enrolments and transfers;

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- in consultation with the Principal or the Principal's delegate/s, determining and managing work priorities of the School office;
- developing and implementing strategies to ensure effective administration procedures;
- managing the School's records system, including computerised student, Employee and School records;
- preparing financial documentation and data for budget preparation;
- Initiating and handling correspondence, which may include confidential correspondence
- Applying inventory and purchasing control procedures
- Operates, maintains and adjusts machinery as appropriate;
- Repair and minor renovation work involving carpentry and/or painting and/or welding;
- Formation and maintenance of all gardens, lawns and greens;
- 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
- 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.

Occupational equivalent: office administration, receptionist, administration assistant, student office assistant, finance officer, assistant school registrar, head of campus EA, maintenance assistants, tradesmen, cleaning manager, performing arts administrator

2. Technical services

- preparing descriptive cataloguing for library materials
- Supervising the operation of area.
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials
- production of resource material,
- teaching skills to teachers and individual students
- maintaining security of equipment and materials
- Routine tasks associated with the operation of a resource/laboratory centre.
- simple maintenance of equipment and materials
- setting up less complex experiments such as are typically conducted at Years 7-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

Occupational equivalent: laboratory assistant, senior library technician

ES Employee Level 5

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

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.

Judgment, independence and problem solving

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

Supervision

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

Qualifications

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

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

Typical activities

1. Business services

- day-to-day management and supervision of staff within the work area;
- providing routine financial reports;
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- ensuring receipts and payments are properly recorded and reconciled against bank statements and administering School banking;
- reconciling School expenditure against budget, including advising Employees with budget responsibilities on expenditure against budget;
- Overseeing a functional area, e.g. student office

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- Preparing and presenting reports and data.
- meeting specific operational objectives;
- Providing authoritative policy advice on the School's operations.
- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Ability to support the development and implementation of new ideas and processes.
- Providing designated support to senior management and associated committees concerning designated aspects of school management
- 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

Occupational equivalent: finance officer, senior school administration officer, facilities co-ordinator, turf manager, head gardener.

2. Technical services

- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- provision of technical assistance and advice as requested
- assist in the planning and organisation of the area
- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances
- responding to requests lodged through the School help desk system
- the management of repairs to student-owned and staff-used laptop computers
- on-site repairs to hardware and software faults on laptops, desktops, printers and other computer equipment as necessary (excluding items which are maintained under a maintenance agreement)
- the organisation of off-site repairs to hardware and equipment where needed
- the installation of hardware components and software applications where necessary
- assisting teachers, students and administrative staff with their computing needs
- assisting in maintaining the asset register of computing and audio-visual equipment
- assisting staff with multimedia equipment in the absence of the AV Technician and other AV support staff
- special presentations and tasks as requested by Management team members through the ICT Systems Manager
- assisting the rotation of existing and the setup of new leased equipment.

Occupational equivalent: laboratory technician, food tech technician, IT computer technician

ES Employee Level 6

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

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 are 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.

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; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

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.

Qualifications

- Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
- a degree with at least 2-3 years subsequent relevant experience;
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

Typical activities

1. Business services

- 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
- Managing a range of functions and events

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- Managing School payroll, together with maintaining Employee records; Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- effective liaison on behalf of the School, including with the School community, government departments/agencies and service providers;
- Maintaining the school webpage and all other social media
- Produce the School magazine
- Put events into the school diary
- EA to the Principal
- Providing all administrative support to the Principal
- Source marketing data
- Input of census data and all other statutory data required under compliance
- developing procedures/guidelines relating to School operations;
- establishing work practices for support staff;

Occupational equivalent: human resources and payroll officer, senior administration officer, public relations officer, marketing officer, EA to Principal

2. Technical services

- Deputise for ICT Manager
- providing technical support for a range of computing issues for staff and students
- coordinating response to requests lodged through the School help desk system
- support the regular backup of hosted school data
- managing all ICT lease arrangements including the renewal of leases and managing an ICT-assets register
- administration of the metadata database and managing the ICT asset replacement rollouts
- assisting the ICT Systems Manager with the administration, operation and maintenance of the School phone system
- initiating and leading targeted ICT reviews that yield efficiency gains
- repairs to student-owned and staff-used laptop computers
- on-site repairs to hardware and software faults on laptops, desktops, printers and other computer equipment, as necessary
- the organisation of off-site repairs to hardware and equipment where needed
- the installation of hardware components and software applications where necessary
- assisting teachers, students and administrative staff with their computing needs
- assisting staff with multimedia equipment in the absence of the Audio-visual (AV) Technician
- the arrangement of the maintenance and installation of overhead projector systems in classrooms
- quoting and ordering equipment and other consumables and inform line managers of new technology that may be introduced within the department
- working with the ICT Systems Manager to advise of any requirements necessary to help prepare for the department's annual budget

Occupational equivalent: IT service desk leader

3. Wellbeing services

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

Occupational equivalent: psychologist.

ES Employee Level 7

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

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.

Judgment, independence and problem solving

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

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

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.

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

Typical activities

1. Business services

- Managing a functional unit with a diverse set of functions and significant resources in a large school
- providing key support and timely advice to the Principal, Principal's delegate/s or governing body;
- providing advice and counselling to subordinate staff on matters such as professional development, work performance and related matters;
- Overseeing the operations of the school's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
- Contributing to operational and strategic planning in the area of responsibility
- Supporting the Chief Financial Officer in managing the School's financial records and preparing financial reports;
- assisting in the preparation of the School budget through the collection and ordering of relevant financial data;
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- 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 Principal or the Chief Financial Officer
- Maintaining the school's financial system
- Responsible for supervision of all Finance staff
- Responsible for the development of an annual work program for all Facilities staff that incorporates both further development and continued maintenance;
- Responsible for supervision of all Facilities staff;
- Responsible for the operation and maintenance of all equipment and security;
- Support the Chief Financial Officer in the responsibility for all Occupational Health and Safety management in Outdoor areas;
- Ensuring that all purchases are within the limits imposed by the Employer and the definition of the budget;
- Responsible for ensuring that all administrative systems are complied with by the staff under his or her direction;
- Responsible for all contractors
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of school property

Occupational equivalent: finance and administration manager, facilities manager, director of partnerships, head of operations, marketing manager

2. Technical services

- ICT systems Management
- the implementation and ongoing management of new and existing IT Systems including Learning Management System, Student Administration System, Workflow System, etc.
- generating new users in the Google Apps Domain and sync with Kissflow.
- liaising with software providers when updates are available and plan for the impact of these updates.
- providing innovative and detailed plans of technological concepts and projects for the future of ICT at St Margaret's School and Berwick Grammar School
- providing a high level of support and direction to the School Executive
- managing the functionality of network infrastructure, computer systems, system software and internet services
- developing strategic plans, in consultation with the Head of Digital Learning, which identify future needs for ICT services and infrastructure acquisition
- preparing business case for additional ICT equipment to be presented to the Business Manager
- providing on call, after hours availability to cover emergency services to restore system functionality as required
- ensuring security of systems and hosted school data including the development of a formal disaster recovery plan
- providing strong supportive management of the ICT technical and AV support team
- management of the school telephone system
- Developing and maintaining relationships with third party providers.
- quoting and ordering equipment and other consumables and inform line managers of new technology that may be introduced within the department
- developing and maintaining a comprehensive ICT budget

Occupational equivalent: information technology manager

3. Wellbeing services

- Managing counselling services to all campuses

Occupational equivalent: head of school counselling, senior psychologist

Schedule E— Salaries: ES Employees

E.1 Annual rates of pay

The Employer will pay an adult Employee not less than the annual rate of pay specified for the ES Employee's classification prescribed by the following table from the first pay period commencing on or after the first day of the relevant month and year as specified by the following table.

Classification Level	2019		2020	2021	2022
	April \$	October \$	February \$	February \$	February \$
Level 1					
1.1	46,410	46,781	48,067	49,509	50,871
1.2	49,086	49,479	50,839	52,365	53,805
1.3	50,601	51,006	52,408	53,981	55,465
Level 2					
2.1	50,601	51,006	52,408	53,981	55,465
2.2	52,167	52,584	54,030	55,651	57,181
2.3	55,803	56,249	57,796	59,530	61,167
Level 3					
3.1	55,803	56,249	57,796	59,530	61,167
3.2	58,429	58,896	60,516	62,331	64,045
3.3	62,065	62,561	64,281	66,210	68,031
Level 4					
4.1	62,065	62,561	64,281	66,210	68,031
4.2	64,691	65,208	67,001	69,011	70,909
4.3	68,327	68,873	70,767	72,890	74,895
Level 5					
5.1	68,327	68,873	70,767	72,890	74,895
5.2	73,023	73,607	75,631	77,900	80,043
5.3	78,225	78,850	81,019	83,449	85,744
Level 6					
6.1	78,225	78,850	81,019	83,449	85,744
6.2	83,477	84,144	86,458	89,052	91,501
6.3	90,749	91,474	93,990	96,810	99,472
Level 7					
7.1	94,637	95,394	98,017	100,958	103,734
7.2	97,869	98,652	101,365	104,406	107,277

E.2 Weekly rate of pay

The weekly rate of pay will be determined by dividing the annual rate of pay by 52.18.

E.3 Annual leave loading

The annual salary in Sch.E.1 includes annual leave loading. Annual leave loading is equivalent to 1.342 per cent of the annual salary.

E.4 Commencement level and progression

- (a) Where there is more than one minimum pay point for a classification level, an ES Employee will be eligible for movement to the next highest pay point within the classification level after each 12-month period, following a performance review which the Employer will complete before the end of the 12-month period.
- (b) Movement to higher Level will only occur where a position is reclassified.
- (c) The commencement level for an ES Employee will be as follows:

Classification of ES Employee		Commencement Level
Level 1	Student/teacher support services	1.1
	Business services	1.1
Level 2	Student/teacher support services	2.1
	Business services	2.1
	Technical services	2.1
Level 3	Student/teacher support services	3.1
	Business services	3.1
	Technical services	3.1
Level 4	Business services	4.1
	Technical services	4.1
Level 5	Business services	5.1
	Technical services	5.1
Level 6	Business services	6.1
	Technical services	6.1
	Wellbeing Services	6.1
Level 7	Business services	7.1
	Technical services	7.1
	Wellbeing services	7.1

E.5 Translation table

The classification of the position of employment of an ES Employee employed pursuant to the *St Margaret's School Enterprise Agreement 2014 – 2017* prior to the commencement of this Agreement will translate to the classification level of the classification structure in Sch.E.4(c) from the first pay period commencing on or after 1 April 2019 according to the following table:

Classification: <i>St Margaret's School Enterprise Agreement 2014-2017</i>	Classification: ES Employee
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St Margaret's School Agreement 2019

School Assistant	Student/teacher support services	Technical services
Grade 1	Level 1, 2	-
Grade 1A	Level 1, 2	-
Grade 2	Level 3	Level 2, 3
Grade 3	Level 3	Level 3, 4
Grade 4	-	Level 5
Clerical/Administration Employees	Business services	
Level 1	Level 1	
Level 2	Level 2	
Level 3	Level 3, 4	
Level 4	Level 4	
Level 5	Level 5	
Level 6	Level 6, 7	
Early Learning centre Co-educators	Student/teacher support services	
Level 1	Level 2	
Level 2	Level 3	
Level 3	Level 3	
Level 4	Level 3	
Level 5	Level 3	
Level 6	Level 3	
Grounds and Maintenance Employees	Business services	
Level 1	Level 1, 2	
Level 1	Level 3	
Tradesperson	Level 4	
Management Employee Level 1	Level 5	
Management Employee Level 2	Level 7	
Information Technology Employees	Technical services	
Level 1	Level 4	
Level 2	Level 6	
Level 3	Level 7	
Canteen Employees	Business services	
Level 1	Level 1	
Level 2	Level 2	
Level 3	Level 3	
<p>Note: Upon commencement of the Agreement, the Employer will advise each ES Employee of the new classification level for the ES Employee's position. Advice will be provided in writing. Reclassification of a position will not result in any reduction to an ES Employee's salary.</p>		

Schedule F— Long Service Leave

F.1 Teacher – School Teacher

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

Clause 27 – Long service leave

27.1 Preamble

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

27.2 Entitlement

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

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

27.3 Termination of employment

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

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

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

27.3.4 Where a teacher who has completed more than 10 years' continuous employment with an employer dies while still in continuous employment of such employer, the employer (in addition to any sum payable under cl.27.3.3 will pay to the teacher's personal representative in respect of any period of such continuous employment which is after the last accrual of entitlement to long service leave pursuant to cl.27.2.2 a sum equal to the amount of the teacher's ordinary pay for a period equalling one fortieth of such fractional period.

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

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27.4 Payment in lieu

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

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

27.5 Illness on long service leave

27.5.1 Subject to the production of a supporting medical certificate, a teacher who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the teacher is entitled to sick leave.

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

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

27.6 Mode of employment and payment

27.6.1 A teacher whose service has been

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

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

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

(a) Service prior to 1 February 1997

- (i) where all service of the teacher has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;
- (ii) when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours;
- (iii) when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment;
- (i) if a teacher can show that the teacher's average weekly hours over the whole of the teacher's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

(b) Service from 1 February 1997

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

27.7 Exceptions

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

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

- 26.3.4** An employer may require a teacher who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the employer's choice, provided the practitioner is reasonably accessible to the teacher.

F.2 Teacher – ELC Teacher

A Teacher who would have been employed pursuant to the *Victorian Independent Schools – Early Childhood Teachers – Award 2004 (AW835765)* (cl.26.5) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.26 – Long service leave. Clause 26 is identical to the clause in Sch.G.1 of this Schedule except that cl.27.5 is replaced by cl.26.5 and cl.27.2 does not apply.

Cl.26.5 – Mode of employment and payment is as follows.

- 26.5.1** An early childhood teacher whose service has been
- all full-time or
 - all at the same part-time fraction
- is paid during long service leave at the early childhood teacher's normal salary.
- 26.5.2** An early childhood teacher whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average (i.e., mean) of the early childhood teacher's time fractions over the period of eligible service.

Cl.25 – Personal leave also provides for illness whilst on long service leave as follows.

- 25.3.4** An employer may require an early childhood teacher who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the employer's choice, provided the practitioner is reasonably accessible to the early childhood teacher.

F.3 ES Employee

An ES Employee, other than an ES Employee to whom one of Sch.F.4 or F.5 applies is entitled to long service leave in accordance with the *Long Service Leave Act 2018 (Vic)*.

F.4 ES Employee – Clerical and Administrative Employee

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

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

27. Long service leave

27.1 Entitlement

An employee is entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1992* (Vic.)¹ as amended from time to time.

27.2 Payment

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

F.5 ES Member – School Assistant

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

Cl.26 – Long service leave is as follows.

26. Long service leave

A school assistant is entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1992* (Vic.)² as amended from time to time.

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

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

¹ Please note that the relevant legislation is the *Long Service Leave Act 2018* (Vic) from 1 November 2018.

² Please refer to Note 1.

Schedule G—Teachers: Hours of Work and Related Matters (Early childhood service operating for at least 48 weeks per year)

G.1 Ordinary hours of work

- G.1.1** Subject to this clause, a full-time Teacher's ordinary hours of work will be 37.5 per week.
- G.1.2** The ordinary hours of work may be averaged over a period of four weeks.
- G.1.3** The ordinary hours of work will be worked between the hours of 6.00 am and 6.30 pm on any five days between Monday and Friday and will not exceed 7.5 hours in duration. Subject to the provisions of clause 8 (Agreement flexibility), by agreement between the Employer and a Teacher, a Teacher may be rostered to work up to a maximum of 10 hours in any one day.
- G.1.4** Breaks between periods of duty
- (a) A Teacher will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
 - (b) Where the Employer requires a Teacher to continue or resume work without having a 10-hour break off duty, the Teacher is entitled to be absent from duty without loss of pay until a 10-hour break has been taken or be paid at double time of the ordinary rate of pay until released from duty.

G.2 Rostered days off

The Employer and a Teacher may agree that the ordinary hours of work provided by Sch. 50 (Ordinary hours of work) will be worked over 19 days in each four week period, in which case the following provisions will apply.

- G.2.1** The Teacher will work 150 hours over 19 days in each four-week period with one rostered day off on full pay in each such period.
- G.2.2** An employee will accrue 23.68 minutes for each day worked to give the Teacher an entitlement to take rostered days off.
- G.2.3** Each day of paid leave taken by a Teacher (but not including long service leave, or any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under Sch. G.2.2.
- G.2.4** Rostered days off will not be regarded as part of the Teacher's annual leave for any purpose.
- G.2.5** A Teacher will not be entitled to personal leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on a public holiday, the Employer and the Teacher will agree on a substitute day.

- G.2.6** A Teacher will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- G.2.7** A Teacher who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the Teacher has accrued in accordance with Sch. G.2.2.
- G.2.8** A Teacher whose employment is terminated in the course of a four-week cycle will be paid a pro rata amount for the time that the Teacher has accrued in accordance with Sch. G.2.2.
- G.2.9** Rostered days off will be determined by mutual agreement between the Employer and the Teacher, having regards to the needs of the place of employment.
- G.2.10** A Teacher will be advised by the Employer at least four weeks in advance of the day on which the Teacher is to be rostered off duty.
- G.2.11** Nothing in this Schedule will entitle an employee who works less than 37.5 hours per week to accumulate rostered days off pursuant to this Schedule.
- G.2.12** Where a service operates for less than 48 weeks per year and the Teacher receives more than four weeks' paid leave per year, the Teacher will accrue rostered days off to a maximum of seven days in any 12 months of consecutive employment. Any days accrued in excess of seven will be subsumed into the period of paid leave.

G.3 Breaks

G.3.1 Meal break

- (a) A Teacher will be entitled to a paid meal break of no more than 30 minutes, and no less than 20 minutes no later than five hours after commencing work. Provided that a Teacher may, by agreement with the Employer, leave the premises or elect not to be on call during the meal break. In that case the meal time will not count as time worked and nor will payment be made for such time.
- (b) Where a Teacher is called back to perform any duties within the centre or the break is interrupted for any reason the Teacher will be paid at time and a half for a minimum of 15 minutes and thereafter to the nearest quarter hour until an uninterrupted break, or the balance of the break, is taken.

G.3.2 Non-contact time

A Teacher responsible for programming and planning for a group of children will be entitled to a minimum of two hours per week, during which the Teacher is not required to teach or supervise children or perform other duties directed by the Employer, for the purpose of planning, preparing, researching and programming activities.

G.4 Overtime

G.4.1 Overtime rates

- (a) A Teacher will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours at the rate of time and a half for the first three hours and double time thereafter.

- (b) Notwithstanding Sch. G.4.1(a), a part-time Teacher who agrees to work in excess of their normal hours will be paid at ordinary time for up to eight hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service. No part-time Teacher may work in excess of 7.5 hours in any day without the payment of overtime.

G.4.2 Time off instead of payment for overtime

- (a) A Teacher and the Employer may agree in writing to the Teacher taking time off instead of being paid for a particular amount of overtime that has been worked by the Teacher.
- (b) Any amount of overtime that has been worked by a Teacher in a particular pay period and that is to be taken as time off instead of the Teacher being paid for it must be the subject of a separate agreement under Sch. G.4.2.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the Employer and the Teacher agree that the Teacher may take time off instead of being paid for the overtime;
 - (iii) that, if the Teacher requests at any time, the Employer must pay the Teacher, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in Sch. G.4.2(c)(iii) must be made in the next pay period following the request.
- (d) The period of time off that a Teacher is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under Sch. G.4.2 a Teacher who worked two overtime hours is entitled to two hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the Teacher and the Employer.
- (f) If the Teacher requests at any time, to be paid for overtime covered by an agreement under Sch. G.4.2 but not taken as time off, the Employer must pay the Teacher for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in Sch. G.4.2(e), the Employer must pay the Teacher for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

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- (h) The Employer must keep a copy of any agreement under Sch. G.4.2 as an employee record.
- (i) The Employer must not exert undue influence or undue pressure on a Teacher in relation to a decision by the Teacher to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) A Teacher may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the Employer and the Teacher, instead of being paid for overtime worked by the Teacher. If the Employer agrees to the request then Sch. G.4.2 will apply, including the requirement for separate written agreements under Sch. G.4.2(b) for overtime that has been worked.

Note: If a Teacher makes a request under section 65 of the Act for a change in working arrangements, then the Employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (k) If, on the termination of the Teacher's employment, time off for overtime worked by the Teacher to which Sch. G.4.2 applies has not been taken, the Employer must pay the Teacher for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under Sch. G.4.2.

G.4.3 Make-up time

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

G.5 Shiftwork

G.5.1 For the purposes only of calculating the loadings provided for this Schedule:

- (a) a weekly rate of pay is calculated by dividing the Teacher's annual salary, including applicable allowances, by 52.18;
- (b) a daily rate of pay is calculated by dividing the weekly rate as provided for in Sch. G.5.1(a) by 5; and
- (c) the rate of pay for a casual is first calculated in accordance with the provisions of Sch. **Error! Reference source not found.**

G.5.2 A loading is payable to a Teacher required to perform shiftwork in accordance with the following:

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Shift	% of ordinary rate
Early morning shift (any shift commencing at or after 5.00 am and before 6.00 am)	10
Afternoon shift (any shift finishing after 6.30 pm and at or before midnight)	15
Night shift, rotating with day or afternoon shift	17.5
Night shift, non-rotating (any shift finishing after midnight and at or before 8.00 am or any shift commencing at or after midnight and before 5.00 am which does not rotate or alternate with other shifts so as to give the Teacher at least one third of their shifts off night shift in each roster cycle)	30
Saturday	25

EXECUTED as an agreement this 8th day of August 2019

EMPLOYER REPRESENTATIVE

Signed: PS Birch

Date: 8/8/2019

Name in full (printed): PHILIPPA MARGARET SOUTH BIRCH

Position title: CHIEF FINANCIAL OFFICER

Authority to sign explained: SCHOOL REPRESENTATIVE

Address: 27-47 GLOUCESTER AVE, BERWICK

Witnessed by: N. Farmer

Witness name in full: NICOLA MARY FARMER

Witness address: 27-47 GLOUCESTER AVE BERWICK

EMPLOYEE REPRESENTATIVE

Signed: Judy Taylor

Date: 8/8/2019

Name in full (printed): Judith Anne Taylor

Position title: Teacher

Authority to sign explained: Bargaining Representative

Address: 27-47 Gloucester Avenue, Berwick

Witnessed by: N. Farmer

Witness name in full: NICOLA MARY FARMER

Witness address: 27-47 GLOUCESTER AVE BERWICK

FWC Matter No.:

AG2019/2928

Applicant:

St Margaret's School

Undertaking- section 190

I, Pippa Birch, Chief Financial Officer of St Margaret's School give the following undertaking with respect to the *St Margaret's School Agreement 2019* ("the Agreement"):

I have the authority given to me by St Margaret's School to provide this undertaking in relation to this application before the Fair Work Commission.

1. Schedule B.6 – Casual Teacher

In relation to Schedule B.6.1(b) of the Agreement, St Margaret's School undertakes to pay two dollars (\$2) above the casual rate of pay for a casual teacher engaged for five or more consecutive days classified at level 12 in accordance with clause 14.5(a)(ii) of the *Educational Services (Teachers) Award 2010*.

Employer name: Philippa Birch

Authority to sign: Company Secretary/CFO

Signature: 

Date: 30 August 2019