



Trinity Grammar School Kew Enterprise Agreement 2023

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covering your pay and conditions



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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Trinity Grammar School Kew
(AG2023/3206)

TRINITY GRAMMAR SCHOOL KEW ENTERPRISE AGREEMENT 2023

Educational services

COMMISSIONER WILSON

MELBOURNE, 3 OCTOBER 2023

Application for approval of the Trinity Grammar School Kew Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Trinity Grammar School Kew Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Trinity Grammar School Kew. 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, 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) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 October 2023. The nominal expiry date of the Agreement is 3 October 2026.



COMMISSIONER

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<AE521703 PR766744>

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/3206

Applicant:

Trinity Grammar School Kew

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Adrian Farrer, Principal of Trinity Grammar School Kew give the following undertaking with respect to the *Trinity Grammar School Kew Enterprise Agreement 2023* ("the Agreement"):

1. I have the authority given to me by Trinity Grammar School Kew to provide the following undertaking in relation to this application before the Fair Work Commission.
2. Trinity Grammar School Kew undertakes that the Education Support Staff Level 1.1 outlined in the Trinity Grammar School Kew Enterprise Agreement 2023 will be removed for any employees at that level and accordingly they will be paid at Level 1.2 for Full Time and Term Time Only. The rates of pay for 2024 and 2025 will be pursuant to Level 1.2 in Schedule B of the Trinity Grammar School Kew Enterprise Agreement 2023

Signed for and on behalf of Trinity Grammar School Kew.



Adrian Farrer
Principal

27 September 2023

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.

TRINITY GRAMMAR SCHOOL, Kew

Enterprise Agreement 2023



TRINITY GRAMMAR SCHOOL, KEW

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Part 1 – Application and Operation

1. Title

This Agreement is to be known as the *Trinity Grammar School Kew Enterprise Agreement 2023* (the Agreement) and is a single enterprise agreement made pursuant to s.172 (2) of the *Fair Work Act 2009* (Cth) (the Act).

2. Commencement and period of operation

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

3. Definitions and interpretation

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Agreement	means the <i>Trinity Grammar School Kew Enterprise Agreement 2023</i>
Awards	means the <i>Educational Services (Teachers) Award 2020</i> and the <i>Educational Services (Schools) General Staff Award 2020</i> (or successor awards), unless separately specified
Boarding supervision services	means an ESS Employee whose principal duties are to support the operation of the School's boarding house in relation to the supervision of students
Classroom support services	means an ESS Employee whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students
Co-curricular Activities	Co-Curricular is defined as additional activities/duties (excluding Sport and Camps) that is approved by the School.
Curriculum/resources services	means an ESS 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
Early Childhood Co-educator	means an ESS Employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood Teacher)
Early Childhood Teacher	means a person who holds Full or 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 early childhood educational program. This definition does not include a person employed as a Principal or a Deputy Principal, by whatever name called

Early Learning Centre (ELC)	means a program that provides core curriculum to children under school age (three, four and five-year old children)
Educational Support Staff (ESS)	means an Employee other than a Teacher who is covered by this Agreement and who is employed to work in: boarding supervision services classroom support services curriculum/resources services instructional services nursing services preschool/childcare services school administration services school operational services wellbeing services
Employee	means a person covered by this Agreement
Employer	means the Trinity Grammar School Kew ABN 13 004 056 660
Extra Period Replacement (EPR)	Means an extra period that is allocated to senior school teachers.
Family and Domestic Violence Leave	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
Five-year trained teacher	means a teacher: who has completed an undergraduate degree or a degree in education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers
Four-year trained teacher	means a teacher: who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university; or who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers
FWC	means the Fair Work Commission or its successor

Immediate family	Means: a partner (including former partner), child, parent, grandparent, grandchild or sibling of the Employee, or a child, parent, grandparent, grandchild or sibling of a partner of the Employee, where: a 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) a child means an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee's partner
Instructional services	means an ESS Employee, other than a qualified Teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment)
In-Lieu Replacement (ILR)	means a timetabled class that is cancelled, and teachers are allocated a replacement class in lieu of the number of lessons cancelled.
LSL Act	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor(s)
Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
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 are determined by the School and are set out in the School calendar for each school year.
Nursing services	means an ESS Employee who is a registered nurse in the relevant State/Territory and is employed as such
Principal	means the Principal of Trinity Grammar School Kew or the Principal's nominee
School administration services	means an ESS Employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management
School council	means the School Council of Trinity Grammar School, Kew
School operational services	means an ESS Employee whose principal duties are to support the other services of a school (not limited to sport fields and properties owned and operated by the School), including but not limited to: construction, plumbing, carpentry, painting and other trades;

	cleaning, maintenance, School facility management; security, caretaking; gardening, turf management, farming; retailing—canteens, uniform shops, book shops; cooking/catering, housekeeping, laundry; and bus driving and vehicle maintenance
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
Senior Leadership Team	The Senior Leadership Team means roles appointed and reporting directly to the Principal and as published on the school's website.
Teacher	means a School Teacher and an Early Childhood Teacher, unless separately specified
Term Time Only ESS	means an ESS Employee who is paid for term weeks only
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
Under Load Replacement (ULR)	means a teacher with less hours than the scheduled class time will be allocated replacement classes and duties to the balance of the scheduled class time.
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor
Wellbeing services	means an ESS Employee whose principal duties are to support the health and wellbeing of students, and Employees, where appropriate. This may include home/school liaison, 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;
 - (b)** Teachers, as defined in cl.3 (Definitions); and;
 - (c)** Educational Support Staff Employees, as defined in cl.3 (Definitions).
- 4.2** This Agreement does not cover:
- (a)** a Principal;
 - (b)** a Deputy Principal by whatever name called;
 - (c)** a Bursar or Director of Business, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer;
 - (d)** a member of the Trinity Grammar School Senior Leadership Team by whatever name called;
 - (e)** instrumental music tutors and;
 - (f)** casual employees

5. Relationship to Awards

- 5.1** This Agreement operates in conjunction with the terms of the *Educational Services (Schools) General Staff Award 2020* and the *Educational Services (Teachers) Award 2020*, including successor awards.
- 5.2** To the extent that a term of this Agreement deals with or provides for a term or condition contained in either of these Awards, the term of this Agreement will override the Award term or condition.
- 5.3** Where this Agreement is silent on a particular matter the terms of the relevant Award shall apply.

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.

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

8. Individual flexibility arrangements

- 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 paragraph (a);
 - (c)** the arrangement is genuinely agreed to by the Employer and Employee. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the Employer.
- 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
 - (i) discuss with affected Employees and their representatives (if any);
 - (ii) the introduction of the changes; and
 - (iii) their likely effect on Employees; and
 - (b) 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, cl.10.2 to 10.5 will apply.

11. Dispute resolution

11.1 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.

11.2 An Employee who is a party to the dispute may appoint a representative or request the presence of an Employee Support person for the purposes of the procedures in this clause.

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

11.4 If the matter remains unresolved, then it will be escalated for discussion between the Employee or Employees and supervisors and/or management and the Principal.

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

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

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

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

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

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

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

12. Consultative Committee

12.1 Purpose

- (a)** Trinity Grammar School and its Employees are committed to establishing an effective means of communication within the School. To advance this objective, a Consultative Committee will be maintained for the purpose of implementing this Agreement and to provide a forum for consultation of the terms of the Agreement and Agreement related policies for consideration by the Principal.
- (b)** The parties acknowledge that engagement is enhanced where the views of Employees are taken into account before decisions are finalised. Within six months of the implementation of this Agreement the parties commit to establishing and maintaining workplace consultative arrangements that assist the Employer to make decisions in a framework that enables staff to have input into decisions that affect their working life.

- (c) The Principal has ultimate administrative and operational responsibility for the decisions made at the School level. The Principal meets this responsibility in collaboration with staff through a process of consultation, including with the Consultative Committee, in respect of matters pertaining to this Agreement and Agreement related policies. It shall not normally discuss individual matters or grievances except in confidence where it is agreed that these matters are representative of broader issues.
- (d) Consultation means a genuine attempt through a fair exchange of views in order to reach an understanding of matters that affect Employees.

12.2 Committee

- (a) There will be a Consultative Committee which will comprise:
 - (i) The Principal,
 - (ii) The Director of People and Culture, or another delegate of the Principal,
 - (iii) Three additional nominees of the Principal,
 - (iv) Two teaching representatives, elected by Teachers;
 - (v) The IEU Representative (Trinity Employee);
 - (vi) Two Education Support Staff representatives, elected by Education Support Staff Employees.
 - (vii) Each member may choose to have a proxy.
- (b) In the event that there are fewer than two nominees for either category of employee representatives in cl. 12.2(a)(iv), (v) and (vi) then the balance of the Employee representatives may be elected by all Employees.
- (c) The terms of office of the staff nominees shall be for a maximum of three (3) years, with no limit on the number of successive terms of office.

12.3 Role of Principal

- (a) The Committee acknowledges that the final decision-making remains with the Principal of the School as delegated by the School Council.

12.4 Consultative Committee Scope

- (a) The Committee will consult over any matters of significance referred to it (either by Employees or the Principal) including:
 - (i) The implementation of this Agreement,
 - (ii) The interpretation of the terms of this Agreement,
 - (iii) School policies and procedures related to this Agreement.

12.5 Operation of the Committee

- (a) The Chairperson of the Committee will be the Principal except where the Principal nominates another Chairperson.
- (b) A quorum of members must be present before a meeting can proceed. A quorum will be a minimum of six committee members.
- (c) The Committee will ordinarily meet once per term except that a meeting of the Committee may be called by the Principal/Chairperson or by request of representatives of the Committee.
- (d) Meetings of the Committee are formal, with:
 - (i) the notice of a meeting to be given by the Principal or their delegate to all staff covered by this Agreement normally at least one week in advance of the meeting;

- (ii) the agenda and relevant papers (including matters to be discussed) distributed by the Principal or their delegate to the members of the Committee at least 48 hours before the meeting;
 - (iii) agenda items submitted by any member of the Committee to include a description of the nature of the item and any related documentation.
 - (iv) the minutes of meetings kept and made available to the members of the Committee within two weeks of the date of the meeting.
- (e) Where no agenda items have been received by the Principal/Chairperson at least 72 hours in advance of the meeting, the meeting will be cancelled.
- (f) When confidential matters as determined by the Principal or their delegate are discussed by the Committee, all members of the Committee are bound by that confidentiality.
- (g) The Committee may, from time to time, convene Working Parties to provide more detailed consultation on particular issues. The Committee may decide the composition of such Working Parties that shall report back to the Committee. A Working Party will be disbanded when the Committee so decides or twelve months after its appointment, whichever is the shorter.

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 minimum employment period of six months, as defined by the Act.
- 13.2** If the Employer is 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.25 (Performance and Conduct Management).
- 13.3** If the Employer is to terminate the employment of a Teacher within the minimum employment period, then the Teacher is entitled to four term weeks' notice or payment in lieu of notice. If a Teacher resigns within the minimum employment period, then the Teacher is required to provide the same notice required of the Employer.
- 13.4** If the Employer is to terminate the employment of an ESS Employee within the minimum employment period, then the ESS Employee is entitled to two weeks' notice or payment in lieu of notice. If an ESS Employee resigns within the minimum employment period, then the ESS Employee is required to provide the same notice required of the Employer.

14. Personal/carer's leave

14.1 Entitlement

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

14.2 Paid leave

- (a) An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- (b) Paid personal leave is taken due to a personal illness or injury.

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

14.3 Amount of paid leave

- (a) For a full-time Employee, the personal/carer's leave entitlement equates to 18 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.
- (b) A full-time employee will be credited 18 days of Personal/carer's leave at the commencement of their employment, and pro-rata for part time employees. In subsequent years, it will accrue progressively during a year of service according to the Employee's ordinary hours of work.

14.4 Unpaid carer's leave

- (a) 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.

14.5 Notice and evidentiary requirements

- (a) An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- (b) An Employee is entitled to personal/carer's leave provided that:
 - (i) the Employee produces a medical certificate from a Medical 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 Medical 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 Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one School year.

15. Compassionate leave

15.1 Entitlement

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

15.2 Accessing leave

An Employee may take:

- (a) up to three (3) days' paid leave per occasion when a member of the Employee's Immediate Family or household member dies or when the Employee's Immediate Family or household member develops a personal injury or illness that poses a serious threat to life.
- (b) an Employee may apply for further unpaid leave or paid leave which may be granted at the Principal's discretion.

15.3 Taking leave

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

15.4 Evidence

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.

16. Leave for dealing with family and domestic violence

16.1 NES

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

16.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening, or other abusive behaviour by a close relative of an Employee, a member of an Employee's household, or a current or former intimate partner of an Employee; that seeks to coerce or control the Employee and that causes them harm or to be fearful.

close relative 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 **close relative** in cl. 16.2(a) includes a former spouse or de facto partner.

16.3 Entitlement to paid and unpaid leave

- (a) Each year, for the purpose of dealing with family and domestic violence, full-time, part-time and casual Employees are entitled to 10 days of paid leave:
- (b) The entitlement in cl.16.3(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: Where an employee exhausts their paid leave entitlements under this clause, they may apply for additional paid leave. Any approval of such additional leave is at the complete discretion of the Principal and will be considered on a case-by-case basis.

Note 3: The paid entitlement in cl.16.3(a) will be offset against the paid NES leave entitlement.

16.4 Taking leave

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

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

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

16.5 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.16.4 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.16.4.

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.

16.6 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.16.5(b) is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in cl.16.5(a) prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer should consult with such Employees regarding the handling of this information. The Employer also acknowledges that provision of such evidence is a sensitive issue and may consider accepting less formal documentation or evidence depending on the circumstances.

17. Community service leave

17.1 NES

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

17.2 Voluntary emergency management activity leave

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

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

18. Public holidays

18.1 NES

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

18.2 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) The agreement made pursuant to cl.18.2(a) will be recorded in writing and made available to the affected Employee/s.
- (c) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

19. Long Service Leave

19.1 General Entitlement

- (a) An Employee is entitled to long service leave in accordance with the NES or the Long Service Leave Act 2018 (Vic) (or its successor), as appropriate. This Agreement provides ancillary or supplementary terms.
- (b) An Employee is entitled to long service leave of thirteen weeks at their ordinary rate of pay upon the completion of ten years of continuous employment. To remove any doubt, long service leave accrues at 1.3 weeks per year of continuous employment.
- (c) An Employee is entitled to apply to take long service leave upon the completion of seven years of continuous employment.
- (d) Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven (7) years of continuous employment.
- (e) If an Employee dies before taking all the long service leave to which the Employee is entitled, the Employer must pay to the Employee's personal representative the full amount of the long service leave entitlement still owed to the Employee.
- (f) An Employee may elect to take double the amount of leave at half pay.

19.2 Payment during long service leave

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

(b) In all other circumstances, payment will be as follows:

Teachers, Nurses and ESS Employees previously engaged under the Victorian Independent Schools – Clerical/Administrative Employees – Award 2004

(i) Teachers, Nurses and ESS Employees previously engaged under the Victorian Independent Schools – Clerical/Administrative Employees – Award 2004 whose time fraction has varied during service:

(ii) is paid at a proportionate rate during long service leave, and

(iii) the rate is determined by calculating an average of the time fractions over the period of eligible service.

ESS Employees will be entitled to payment for long service leave calculated in accordance with the Long Service Leave Act 2018 (Vic)

(iv) All other ESS Employees will be entitled to payment for long service leave calculated in accordance with the Long Service Leave Act 2018 (Vic), as amended from time to time.

19.3 Timing and taking of long service leave

(a) In consultation about the timing of such leave, the Employer agrees to consider the individual Employee's needs, in so far as they are compatible with the Employer's operational needs.

(b) The period of long service leave for a Teacher will usually be for not less than a school term. An application by a Teacher for a shorter period of long service leave will be considered by the Principal. Where a Teacher applies to take long service leave, the application must be in writing and submitted to the Principal at a minimum of six (6) months prior to the start of the semester in which they wish to take leave. An application for long service leave that falls outside these requirements will only be considered on a case by case basis. Where a teacher does not have sufficient leave to cover an entire term, a period of unpaid leave may be granted by the Principal.

(c) The period of long service leave for an ESS Employee will be for not less than one day. Where an ESS Employee applies to take long service leave, they must provide reasonable notice. The application must be in writing and submitted to the Principal. Where an ESS Employee is applying to take long service leave for a period more than 2 weeks, they must provide a minimum of six months' notice. Where an ESS Employee is applying to take long service leave for a period of 2 weeks or less, they must provide a minimum of four weeks' notice. An application for long service leave that falls outside these requirements will only be considered on a case by case basis.

19.4 Illness on Long Service Leave

Subject to cl. 14, if an employee becomes ill while on long service leave, the employee is entitled to have the period of illness treated as personal leave, provided the employee is entitled to personal leave and can produce a valid medical certificate for the period of personal leave. The employee's long service leave will be extended by the period of illness.

19.5 The Employee's application:

- (a) must be received by the Employer during the period of illness or injury;
- (b) must be in writing unless the injury or illness is such that the Employee is unable to write;
- (c) must be accompanied by certificate from a medical practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (d) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

20. Parental leave

20.1 NES

Parental leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms. An Employee that is eligible for unpaid parental leave is entitled to 24 months of unpaid parental leave, and the right to request an additional 12 months of unpaid parental leave.

20.2 Notice of termination to a replacement Teacher

A Teacher replacing a Teacher granted parental leave will not be entitled to more than four weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time the replacement Teacher is employed.

20.3 Return to work

On ending a period of unpaid parental leave, an employee is entitled to return to:

- (a) the employee's pre-parental leave position; or
- (b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

21. Paid parental leave

21.1 Application

- (a) This clause does not apply to 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.20 (Parental leave).

21.2 Birth-related leave and adoption-related leave for the primary carer

- (a) Where an Employee is granted unpaid parental leave in accordance with the NES to be the primary caregiver of a child, the Employee will be entitled to paid parental leave at the Employee's ordinary rate of pay for the first 16 weeks of the period of:
 - (i) parental leave, provided that the leave would otherwise have been unpaid and is commenced before the child is twelve weeks old; or
 - (ii) adoption leave, provided that the leave would otherwise have been unpaid and is commenced during the first twelve weeks of the child's placement with the employee.

21.3 Partner leave

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, is entitled to be paid for 3 weeks of leave at their ordinary rate of pay. This leave must be commenced within twelve weeks of the birth or placement of the child.

21.4 Payment arrangements

- (a) The payments in cl.21.2 and 21.3:
 - (i) are not payable during a period of paid leave;
 - (ii) are paid at the Employee's ordinary rate of pay.
- (b) The payment in cl.21.2 may be paid during the period that the Employee is in receipt of payment under the Australian Government's Paid Parental Leave Scheme.
- (c) Where the Employer employs both parents of a child, only one Employee will be entitled to paid leave pursuant to cl.21.2, but the other parent will be eligible to receive paid partner leave under cl.21.3.
- (d) 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 placement of a second or subsequent child.
- (e) Any request for parental leave payments for Employees who do not meet eligibility criteria must be submitted to the Principal in writing and is at the discretion of the Principal.

21.5 Superannuation payable on unpaid parental leave for the primary care giver

Employees who are the primary care giver are entitled to receive superannuation contributions on a period of unpaid parental leave for up to six (6) months. This will be paid at the employee's ordinary rate. Where the amount of unpaid leave taken is less than six (6) months, the amount of superannuation payable will be prorated.

22. Special Leave

The Principal, at their discretion, may grant leave additional to that specified in this Agreement and the NES. Where the Principal determines to grant leave without pay for a Teacher, they are entitled to payment for non-term weeks in accordance with the weeks worked where leave commences on the last working day of a term and concludes on the day before the first working day of a term.

- 22.1** An Employee is entitled to one day of paid removal leave per annum for removal and relocation to a new place of residence. Such leave is not cumulative and must be taken as a whole day.
- 22.2** Employees are entitled to one additional day of paid leave on the Monday before Melbourne Cup Day and Easter Tuesday, if the Principal has announced that the School will be closed. If the School is not closed the day before Melbourne Cup Day, this will be a regular working day and paid leave will not be granted unless it is requested as annual leave.
- 22.3** Employees are entitled to one additional day of paid leave the day after Easter Monday, if the Principal has announced that the School will be closed. If this day is a public holiday, employees will be paid the public holiday in lieu of paid leave.

22.4 Employees are entitled to one day of leave with pay per semester for approved relevant course of study to attend compulsory examinations and one day of leave with pay per year to have a tertiary qualification conferred in an approved relevant course of study.

23. Infectious diseases leave

Employees who have contracted an infectious disease must notify the School immediately and produce a medical certificate that specifically names the disease. On medical advice that an Employee has contracted an infectious disease, the Employee may be granted special leave at the discretion of the Principal. This clause includes if the employee has contracted an infectious disease during school activities and programs including tours with students, school camps and interstate and international travel with the School.

Employees who have contracted the following infectious diseases must inform the School:

- (a)** German measles
- (b)** Chickenpox
- (c)** Measles
- (d)** Mumps
- (e)** Scarlet fever
- (f)** Whooping cough
- (g)** Rheumatic fever
- (h)** SARS, HIN1 and any virulent form of influenza
- (i)** Hepatitis

24. Performance and Development

24.1 Performance and Development

- (a)** The School will engage all employees in a proactive, evidence-based and strategically aligned review and reflection process focussed on professional growth and improvement. The annual process will proactively support each Employee to improve their work practice and drive their professional progress.
- (b)** The School will implement and evolve procedures over the life of this Agreement which provide:
 - (i)** an opportunity for each Employee to set individual professional growth goals aligned with strategic planning and in consultation with their direct report manager,
 - (ii)** feedback to Employees from multiple sources on their areas of strength and areas for improvement,
 - (iii)** a forum for self-reflection for each Employee with a view to articulating their learning and goals going forward,
 - (iv)** a structured program for professional growth conversations between each Employee and their direct report manager.

25. Performance and Conduct Management

25.1 Performance Management

- (a)** Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement a policy to outline the process and procedures.
- (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 support person who may be a representative of the Employee's choice (excluding legal representatives) 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, with the exception of cases of serious misconduct.

25.2 Conduct Management

- (a)** Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement a policy to outline the process and procedures.
- (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 support person who may be a representative of the Employee's choice (excluding legal representatives) 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.
 - (v)** The formal conduct management meeting(s) will:
- (c)** include discussion of the Employer's concern(s) with the Employee's conduct;
 - (i)** 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, including no further action appropriate to the situation.

26. Redundancy

26.1 Redundancy pay is provided for in the NES. The following redundancy pay scale will apply instead of the provisions in the NES:

Less than 1 year	Nil
1 year and less than 2 years	6 weeks' pay
2 years and less than 3 years	8 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 7 years	14 weeks' pay
7 years and over	2 weeks' pay per year of service to a maximum of 26 weeks' pay

Employees exempted from severance pay:

- (a) Employees terminated because of conduct that justifies summary dismissal;
- (b) Employees engaged to replace employees on leave;
- (c) During the minimum employment period;
- (d) Employees engaged for a specified period of time; or
- (e) Employees otherwise not entitled to severance pay in accordance with the NES

26.2 Continuity of service

Continuity of service includes all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, infectious diseases leave and carer's leave), non-term weeks, long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the Employee, and removal leave. Periods of unpaid leave are not included, except at the discretion of the Employer, or as provided in the NES.

27. Superannuation

27.1 Superannuation legislation

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees.

- (b) Should an Employee not nominate a complying superannuation fund, a request for stapled superannuation fund details will be made to the ATO. If the Employer is advised by the ATO that an Employee does not have a stapled superannuation fund, the Employer's default superannuation fund applies. The Employer's default fund is the Plan which is part of the Mercer Super Trust, and the Trustee of the Plan is Mercer Investment Nominees Limited or successor fund.
- (c) The rights and obligations in these clauses supplement those in the superannuation legislation.

27.2 Voluntary employee contributions

If an Employee elects to make a voluntary superannuation contribution to their nominated superannuation fund, the Employer will contribute an amount equal to the Employee's contribution up to a maximum of 1%.

28. Accident pay

28.1 Entitlement

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

28.2 Accrual of leave entitlements

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

Note: A Teacher does not accrue an entitlement to paid Non-term weeks whilst in receipt of workers' compensation payments, including during a period when accident pay is being paid.

28.3 Cessation of Entitlements

An employee will cease to be entitled to accident make-up pay if any of the following occurs:

- (a) the employee ceases to be compensated under the WIRC Act;
- (b) the employee obtains a judgment or settlement for damages in respect of the injury from a third party;
- (c) there is redemption of weekly compensation payments by the payment of a lump sum benefit under the WIRC Act;
- (d) the partially incapacitated employee fails to take reasonable steps to find alternative employment;
- (e) accident make-up pay has been paid for 39 weeks in respect of the same injury;
- (f) the employee dies.

28.4 Effect of termination of employment

Termination of the employment of an employee otherwise entitled to accident make-up pay does not affect the employee's entitlement except where:

- (a) the termination is due to serious misconduct by the employee; or

- (b) a partially incapacitated employee voluntarily terminates the employee's employment in circumstances where the employer is able and willing to offer the employee suitable employment.

28.5 Accident make-up pay is not payable

- (a) during the first five (5) working days of incapacity;
- (b) during the first two (2) weeks of employment;
- (c) where the incapacity arises from an industrial disease contracted by a gradual process and, at the time of the incapacity, the employee has been employed for less than four (4) weeks; or
- (d) if the employee is on paid leave.

29. Job Sharing

29.1 Employees may apply to the Principal and will not be unreasonably refused for a transfer to a job-sharing arrangement. The approval of job-sharing arrangements is at the discretion of the Principal.

29.2 Where the Principal approves a job-sharing arrangement, the conditions attached to the arrangement will be specified in writing with a copy provided to the employees involved with the arrangement.

30. Education of children of employees

30.1 Employees are eligible to receive a school tuition fee discount to have their children educated at the School. The School will undertake the education of the children of employees employed permanently by the School. Employees employed on a part-time basis are eligible to a pro-rata amount of the School tuition fee discount.

30.2 The full-time equivalent remission rate for children of employees are as follows:

Campus	Employees employed <u>prior</u> 31 December 2003	Employees employed <u>after</u> 31 December 2003	Employees employed <u>after</u> 1 February 2020
Early Learning Centre (ELC)	33.33% remission	33.33% remission	33.33% remission
ELC After School Care Program	33.33% remission	33.33% remission	33.33% remission
Junior School & Senior School	1st child 100% remission Additional children 50%	1st child 75% remission Additional children 50%	1st child 50% remission Additional children 25%

All other fixed charges and levies are fully payable.

30.3 When the first child leaves the School, remission of tuition fees for the second child would increase to the higher fee discount rate and any additional children will remain at the lower fee discount rate. This remission schedule will remain in effect until all children complete school or the employee's employment is terminated.

30.4 Employees who have children enrolled in the Early Learning Centre are eligible to access complimentary Early Learning Centre before school care from 8:00am – 8:45am.

30.5 Where school fees are deducted from gross pay and where Fringe Benefits Tax (FBT) is applicable, the individual employee will be responsible for the payment of FBT.

31. Higher Duties

31.1 The Employer may direct an employee to temporarily perform duties applicable to a classification higher than their current classification. In such circumstances this will be confirmed in writing.

31.2 Where the employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

32. Trade Union Training

32.1 The Employer will provide one (1) day of paid leave per year for the one elected Employee union representative to attend training approved by the Principal.

32.2 The timing of leave pursuant to this clause 32 is subject to the operational requirements of the School.

32.3 The Employer shall not be liable for any expenses associated with an Employee attending training under this clause 32.

33. Meal Allowance

33.1 The Employer will provide a meal to an Employee if they are required to remain at the School continuously until after 6 pm on any day. An exception to this is if the Employee could easily return home for a meal.

33.2 Where a meal is not provided, a meal allowance as per the Award will be provided to the employee.

34. Travel Allowance

34.1 An employee who is required to use their personal vehicle for school purposes will be reimbursed for their travel at a rate in accordance with the Award. School purposes include:

- (a)** Travel to and from camps
- (b)** Attending approved professional learning and development
- (c)** Approved school activities
- (d)** Other activities and programs as approved by the Principal

35. Wellbeing

35.1 Trinity is committed to maintaining a safe and healthy work environment for all employees. The parties acknowledge the collective responsibilities contained within relevant Occupational Health and Safety legislation and will operate within this legislation. Trinity is committed to creating an environment that promotes wellbeing.

36. Allowances and Protective Clothing

36.1 Where the School deems protective clothing to be necessary for the performance of the employee's duties, the School will provide such clothing.

36.2 An employee who is involved in the School sporting program will be provided with appropriate School issued sporting clothing, as the School deems appropriate, and in accordance with the sport being played and the season of the sport.

36.3 An employee that is responsible for the management of the School's Outdoor Education programs or associated programs will be provided with an initial protective clothing and equipment allowance of \$500.00 and \$300 for every year after to cover items such as hiking boots, weatherproof jacket and sleeping bag. One off allowance of \$300 provided to staff in charge of approved education activities within the School's outdoor education program.

37. Camp Allowance

37.1 An employee that is required to stay overnight at a School camp will receive an overnight stay allowance of \$150 per night.

38. Notification of Term Dates

38.1 The employer will provide written notice of the term weeks and days in non-term times on which the employees are required to attend, 12 months in advance of the requirement to attend in the School.

39. Transition to retirement

39.1 A full-time Employee is eligible to make a request in writing to the Employer to permanently reduce their working hours as part of a genuine transition to retirement.

(a) The Employer must consider the request to work part-time having regard to the Employee's circumstances and give the Employee a written response to the request, ordinarily within 21 days, stating whether the Employer grants or refuses the request. If the Employer refuses the request for part-time work, the written response must include details of the reasons for the refusal.

(b) The Employer may only refuse to permit the Employee part-time work on reasonable grounds related to the effect of the change on the workplace or the Employer's business. Without limiting what are reasonable grounds, such grounds include the following:

(i) that the new working arrangements requested by the Employee would be too costly for the Employer;

(ii) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;

(iii) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;

(iv) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;

- (v) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on fulfilling the Employee's core duties.
- (c) Where the Employer approves the request and a transition to retirement arrangement is agreed, the agreement must be in writing and signed by both parties. The agreement must include:
 - (i) the Employee's new part-time fraction;
 - (ii) the start and end date of the transition to retirement ;
 - (iii) a letter from the Employee providing notice of retirement at the end of the agreement.
- (d) An Employee working under a transition to retirement arrangement may only have their part-time fraction varied by mutual agreement.
- (e) It is the responsibility of the Employee to seek appropriate financial, superannuation and other advice on the terms and conditions of their transition to retirement.

Part 4 - Conditions of Employment for Teachers

40. Types of employment

40.1 Employment Categories

- (a) A Teacher will be employed in one of the following categories:
- (b) full-time employment;
- (c) part-time employment; or
- (d) fixed term employment.

40.2 Terms of engagement

- (a) On appointment, the Employer will issue each Teacher with a letter of offer and employment contract containing the terms and conditions of their employment with the Employer, in accordance with cl.9 of the Award.
- (b) The Principal will arrange an induction program for all new teaching staff. The induction program will assist with the Teacher's integration into the School and their professional development.

40.3 Workload

- (a) This clause is to be read in conjunction with the Teaching Allocations and Duties Policy. The Teaching Allocations and Duties provides further details on Teacher workload. This policy is not incorporated into and does not form part of the Agreement.
- (b) The ordinary hours of work for a Full-Time Teacher are 38 hours per week averaged over a 12-month period, plus reasonable additional hours. The averaging period will be the School Year.
- (c) Subject to cl. 40.3, the maximum Scheduled Class Time (SCT) per week for a full-time Teacher is detailed in this clause.
 - (i) The maximum SCT for ELC Teachers will be 23.5 hours per week.
 - (ii) The maximum SCT for Junior School Teachers will be 21 hours per week.
 - (iii) The maximum SCT for Senior School Teachers will be 18 hours per week.
- (d) A Graduate Teacher in their first year of teaching will have their SCT reduced by 2 hours per week.

- (e) For a Part-Time Teacher, the pro rata basis will be calculated by dividing the number of SCT hours prescribed for a Part-Time Teacher by the number of SCT for a Full Time Teacher.
- (f) By agreement, a Teacher may work additional Scheduled Class Time. Where a Teacher agrees to perform additional SCT, such additional hours will be offset against the Teacher's other duties, including but not limited to the allocation of extras, yard duty and pastoral care activities, or a reduced SCT in an adjacent term or semester.
- (g) The School will produce a timetable to meet the prioritised needs of students that is bound by transparent consultation with part-time teaching staff. The School will endeavour to provide one consistent full or half-day off per cycle but depending on a number of factors, including but not limited to the load of the teacher, the subject taught and the operational requirements of the School, this may not be possible.
- (h) **Scheduled Class Time includes:**
 - (i) **In Early Learning**, all time spent performing teaching duties whilst the teacher is in attendance with children in an ELC program. Teaching duties include tasks such as: sessions of direct student instruction and supervision, routines, observations, supervision of other adults, maintenance of legal and health requirements, training of undergraduates.
 - (ii) **In Junior School**, all School-approved scheduled classes allocated to the Teacher, scheduled Junior School and House assemblies and Chapel Service where students are required to be in attendance.
 - (iii) **In Senior School**, all School-approved scheduled classes (including Chapel Services), including Form periods allocated to the Teacher, scheduled Year Level and House assemblies where students and Form teachers are required to be in attendance.
 - (iv) Time allowance allocations as contracted in writing, for Principal appointed Positions of Leadership/Responsibility, projects or specific duties as assigned by the Principal or their nominated representative.
- (i) While included in professional expectations, **Scheduled Class Time excludes:**
 - (i) Any sport or co-curricular sessions taken by the Teacher outside normal school time;
 - (ii) Professional duties;
 - (iii) The time that Teachers are in classrooms other than the times that students are required to be in attendance;
 - (iv) Student recess and lunch breaks;
 - (v) The time spent outside normal school time on School camps, excursions, etc;
 - (vi) Ground supervision, bus duty, sport etc;
 - (vii) Extra Period Replacement as defined under Replacements;
 - (viii) Senior School or Whole School assemblies and sports team meeting
- (j) **Co-Curricular** is defined as additional activities/duties (excluding Sport and Camps) that is approved by the School.
- (k) Senior School Teachers are expected to cover up to a maximum of 20 **Extra Period Replacement (EPR)** in a school year. This excludes ILRs and ULRs.

40.4 Full-time employment

- (a) A full-time Teacher is engaged to work an average of 38 ordinary hours per week averaged over a 12-month period, which is usually the School year.

40.5 Part-time employment

- (a) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. A part-time Teacher will be expected to undertake other duties (such as attending meetings) on a pro rata basis on the days upon which the Teacher is normally in attendance. An exception is where, in exceptional circumstances, the Principal directs the Teacher to attend a meeting or perform a duty.
- (b) Requests by teachers for alterations to the timetable will be considered subject to timetable considerations, the School's operational requirements and the teacher's personal circumstances.
- (c) If asked to work extra hours from time to time, the part-time teacher will be paid an hourly rate, which includes a loading in lieu of all entitlements, for each additional hour or part thereof.
- (d) 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 in the case of a Teacher, or where the change would result in a reduction in salary, the salary is maintained for a period of seven weeks.

40.6 Fixed-term employment

- (a) A Teacher may be employed for a fixed period of time of up to 12 months to:
 - (i) undertake a specified project for which funding has been made available;
 - (ii) undertake a specified task which has a limited period of operation; or
 - (iii) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by a further period to cover the absence.
- (b) A fixed-term Teacher is not entitled to any of the following benefits under this Agreement:
 - (i) notice of termination of employment where the date of employment cessation is stated at the time of appointment
 - (ii) accident make-up pay where a fixed term is for a period of less than three (3) consecutive years
 - (iii) redundancy
 - (iv) paid parental leave
- (c) Community service leave other than under the NES; and
- (d) education of children of employees

41. Classifications

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

42. Salary

The minimum rate of pay for a full-time Teacher is provided by Schedule A (Teacher Salaries).

43. Allowances

Clause 55.5 (Teacher Allowances) specifies the allowances available under this Agreement.

44. Annual leave

44.1 NES

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

44.2 Timing of annual leave

A Teacher must take annual leave during Non-term weeks, and it is deemed to be taken immediately after Term 4.

45. Annual leave loading

Annual leave loading has been incorporated into the Teacher rates of pay.

46. Termination of employment

46.1 NES notice of termination

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

46.2 Notice of termination by the Employer

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

46.3 Notice of termination by the Teacher

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

- (a) The employment of a Teacher may be terminated summarily without notice by the School if the teacher is guilty of neglect of duty, incompetence or serious misconduct. A breach of the School's Child Protection Policy, which does not form part of this Agreement, may be regarded as grounds for summary termination of employment.
- (b) If a teacher does not provide the period of notice required in clause 46.2(a), then the employer may deduct from wages due to the employee under this Agreement an amount that is no more than 2 weeks wages for the teacher.

Part 5 - Conditions of Employment for Educational Support Staff Employees

47. Types of employment

47.1 Employment categories

- (a)** An ESS Employee will be employed in one of the following categories:
 - (i)** full-time employment;
 - (ii)** part-time employment;
 - (iii)** fixed-term employment.
- (b)** On appointment, the Employer will issue each ESS Employee with a letter of offer and employment contract containing the terms and conditions of their employment with the Employer, in accordance with cl.8 of the Award.
- (c)** The Principal will arrange an induction program for all new employees. The induction program will assist with the employee's integration into the School and their professional development.

47.2 Full-time employment

- (a)** A full-time ESS Employee (other than an ESS Employee engaged in School Operations Services) is engaged to work 35 hours per week or an average of 35 hours as per the Award.
- (b)** A full-time ESS Employee engaged in School Operational Services is engaged to work 38 hours per week or an average of 38 hours as per the Award, with an accrued day off (ADO) accruing every 4 weeks. A maximum of 6 ADOs may accrue at any one time.
- (c)** ESS Employees engaged in School Administrative Services who are required to work during non-term weeks are entitled to work 32.5 hours per week during each non term week.

47.3 Part-time employment

- (a)** A part-time ESS Employee is an ESS Employee who is engaged to work less than the ordinary hours per week described in cl.47.2.
- (b)** A part-time ESS Employee's entitlement will be calculated on a pro rata basis.
- (c)** The terms of the agreement may be varied by agreement between the Employer and an ESS Employee. Any such variation will be recorded in writing.

47.4 Fixed-term employment

- (a)** An ESS employee may be employed for a fixed period of time of up to 12 months to:
 - (i)** undertake a specified project for which funding has been made available;
 - (ii)** undertake a specified task which has a limited period of operation; or
 - (iii)** replace an ESS employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by a further period to cover the absence.
- (b)** A fixed-term ESS employee is not entitled to any of the following benefits under this Agreement:
 - (i)** notice of termination of employment where the date of employment cessation is stated at the time of appointment

- (ii) accident make-up pay where a fixed term is for a period of less than three (3) consecutive years
- (iii) redundancy
- (iv) paid parental leave
- (v) Community service leave other than under the NES; and
- (vi) education of children of employees.

48. Classifications

- (a) An ESS Employee must be classified in accordance with the classification structure set out in Schedule B.
- (b) The Employer must advise the ESS Employee of the ESS Employee's classification, and any changes to the classification, in writing.

49. Salary

The Employer will pay an adult ESS Employee not less than the salary specified for the ESS Employee's classification in Schedule B.

50. Annual leave

50.1 NES

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

50.2 Taking annual leave during Non-term weeks

- (a) A Full-time Employee is entitled to 6.2 weeks annual leave per annum. A part-time Employee is entitled to annual leave on a pro-rata basis.
- (b) The Employer may require an ESS Employee to take annual leave during Non-term weeks.
- (c) ESS employees employed on a Term Time Only basis are required to take their annual leave during non-term weeks and annual leave will be deemed to be taken during such weeks.
- (d) ESS employees employed on a Term Time Only basis are required to take 6.8 weeks as leave without pay during non-term weeks. Such periods of leave will count as service for the purpose of accruing leave entitlements and will not break continuity of service.
- (e) The Employer may designate some of the Non-term weeks as a shutdown period in which the operations of the School may be closed or operate at minimum staffing levels. Unless alternative arrangements are agreed between the Employer and individual ESS Employee/s, an ESS Employee is required to take annual leave during shutdown periods observed by the School.
- (f) School administration services employees are required to take three weeks' annual leave during the mandatory shut down period in December and January.
- (g) School operational services employees, grounds and maintenance ESS employees only, are required to take at least one week of annual leave during the mandatory shutdown period in December and January.

51. Termination of employment

51.1 Notice of termination by the Employer

- (a) The Employer is required to provide notice of termination of employment in accordance with the NES.
- (b) The employment of an employee may be terminated summarily without notice by the School if the employee is guilty of neglect of duty, incompetence or serious misconduct.

51.2 NES notice of termination

- (a) The Employer is required to give the ESS Employee notice of termination of employment in accordance with the following table.

ESS Employee's period of continuous service with the Employer at the end of the day the notice is given:	Period of notice
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) If the ESS 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, the Employer is required to increase the period of notice by one week.

51.3 Notice of termination by an ESS Employee

- (a) The notice of termination required to be given by an ESS Employee is the same as that required of an Employer required in cl.51.2(a).

Note: There is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

- (b) If an ESS Employee who is at least 18 years old does not give the period of notice required under cl.51.2(a), then the Employer may deduct from wages due to the ESS Employee under this Agreement, an amount not more than one week's wages for the Employee.
- (c) If the Employer has agreed to a shorter period of notice than that required under cl.51.2(a), then no deduction can be made under cl.51.3(b).

Schedule A - Teacher Classifications

52. Recognition of previous service

52.1 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in cl.54.1, 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.

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

53. Progression

53.1 A permission to teach Teacher will commence on Level 1 of the salary scale in Schedule B (Teacher Salaries) and progress to Level 10 according to cl. 53.4. Where a permission to teach teacher receives full or provisional registration with the VIT, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification.

53.2 A Teacher who is four-year trained will commence on Level 2 of the salary scale in Schedule B (Teacher Salaries) and progress to Level 10 according to cl. 53.4.

53.3 A Teacher who is five-year trained will commence on Level 3 of the salary scale in Schedule B (Teacher Salaries) and progress to Level 10 of the scale according to cl. 53.4.

53.4 A Teacher who is employed at a time fraction:

- (a) of 0.4 and above of a full-time equivalent (FTE) teaching load will progress to the next increment of the salary scale upon the completion of 12 months of continuous service;
- (b) of less than 0.4 of a full-time equivalent (FTE) teaching load will complete two years of continuous service at the one incremental level of the salary scale before progressing to the next increment on the salary scale.

53.5 Progression to Level 11 and 12 will be via the process developed by the Consultative Committee within six (6) months of the Agreement coming into operation.

54. Teacher Salaries

54.1 Annual rate of pay

The annual rate of pay for a full-time Teacher will be determined in accordance with cl.40 (Classifications) and will be not less than the rate of pay prescribed by the following table.

The 1 February 2023 salary will be paid after the date that the Fair Work Commission approves the Agreement (Date of Approval) to full-time or part-time Employees who are employed at the Date of Approval.

Classification Level	Annual Rate of Pay From the first pay period coming on or after			
	2022 Current	1 February 2023 3.50%	1 February 2024 3.25%	1 February 2025 3.10%
1	\$88,840	\$91,950	\$94,938	\$97,881
2	\$91,371	\$94,569	\$97,643	\$100,669
3	\$93,978	\$97,267	\$100,429	\$103,542
4	\$96,657	\$100,041	\$103,292	\$106,494
5	\$100,211	\$103,719	\$107,090	\$110,409
6	\$105,295	\$108,981	\$112,523	\$116,011
7	\$108,916	\$112,728	\$116,392	\$120,000
8	\$112,439	\$116,375	\$120,157	\$123,882
9	\$116,415	\$120,490	\$124,406	\$128,262
10	\$121,089	\$125,327	\$129,400	\$133,411
11	\$126,755	\$131,191	\$135,455	\$139,654
12	\$132,824	\$137,473	\$141,941	\$146,341

54.2 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.

54.3 Annual Leave Loading

The annual salary in cl.54.1 includes annual leave loading. Leave loading is calculated as 17.5% of four (4) weeks of your salary.

54.4 Part-time Teacher

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of cl.53.

54.5 Positions of Leadership/Responsibility (POL/POR)

Level	2022 Current	2023 3.50%	2024 3.25%	2025 3.10%
POR 1 (5% of Level 10)	\$6,054	\$6,266	\$6,470	\$6,671
POR 2 (9% of Level 10)	\$10,898	\$11,279	\$11,646	\$12,007
POR 3 (16% of Level 10)	\$19,374	\$20,052	\$20,704	\$21,346
POR 4 (23% of Level 10)	\$27,850	\$28,825	\$29,762	\$30,685

Appointments are made at the discretion of the Principal to positions on the scale in accordance with qualifications and experience. Teachers who are appointed to a POL/POR will be paid the appropriate POL/POR loading according to the Teacher's Salary Scales in addition to their base salary.

Schedule B - General Staff Salaries

55. Annual rates of pay

The Employer will pay a full-time adult ESS Employee not less than the annual rate of pay specified for the Employee's classification prescribed by the following table. Annual leave loading has been incorporated into the ESS Employee's rate of pay. Leave loading is calculated as 17.5% of four (4) weeks of your salary.

The 1 February 2023 salary will be paid after the date that the Fair Work Commission approves the Agreement (Date of Approval) to full-time or part-time Employees who are employed at the Date of Approval.

This new salary scale (the inclusion of sub divisions 2 and 4) for ESS staff will come into effect from 1 July 2024. Employees will transition to the appropriate sub division based on their salary at the time the new salary scale commences. Employees will continue to progress incrementally on an annual basis.

Educational Support Staff (ESS) Salary Scale								
	Fulltime (6.2 weeks Annual Leave)	Term Time Only	Fulltime (6.2 weeks Annual Leave)	Term Time Only	Fulltime (6.2 weeks Annual Leave)	Term Time Only	Fulltime (6.2 weeks Annual Leave)	Term Time Only
Level	Current		1 February 2023 – 3.50%		1 February 2024 – 3.25%		1 February 2025 – 3.10%	
1.1	\$43,469	\$37,654	\$44,991	\$38,972	\$46,453	\$40,239	\$47,893	\$41,486
1.2	\$46,577	\$40,347	\$48,208	\$41,759	\$49,774	\$43,116	\$51,317	\$44,453
1.3	\$49,685	\$43,039	\$51,424	\$44,546	\$53,096	\$45,993	\$54,742	\$47,419
1.4	\$52,841	\$45,772	\$54,690	\$47,374	\$56,467	\$48,914	\$58,218	\$50,430
1.5	\$55,996	\$48,505	\$57,955	\$50,203	\$59,839	\$51,834	\$61,694	\$53,441
2.1	\$55,997	\$48,506	\$57,956	\$50,204	\$59,840	\$51,835	\$61,695	\$53,442
2.2	\$59,812	\$51,811	\$61,906	\$53,625	\$63,918	\$55,367	\$65,899	\$57,084
2.3	\$63,630	\$55,118	\$65,857	\$57,047	\$67,997	\$58,901	\$70,105	\$60,727
2.4	\$67,447	\$58,424	\$69,807	\$60,469	\$72,076	\$62,434	\$74,310	\$64,370
2.5	\$71,263	\$61,730	\$73,757	\$63,891	\$76,154	\$65,967	\$78,515	\$68,012
3.1	\$71,264	\$61,731	\$73,758	\$63,892	\$76,156	\$65,968	\$78,516	\$68,013
3.2	\$74,878	\$64,862	\$77,499	\$67,132	\$80,018	\$69,314	\$82,498	\$71,463
3.3	\$78,492	\$67,992	\$81,239	\$70,372	\$83,880	\$72,659	\$86,480	\$74,912
3.4	\$82,106	\$71,123	\$84,980	\$73,612	\$87,742	\$76,005	\$90,462	\$78,361
3.5	\$85,720	\$74,254	\$88,720	\$76,852	\$91,604	\$79,350	\$94,444	\$81,810
4.1	\$85,721	\$74,255	\$88,721	\$76,853	\$91,605	\$79,351	\$94,445	\$81,811
4.2	\$88,751	\$76,879	\$91,857	\$79,569	\$94,842	\$82,155	\$97,782	\$84,702
4.3	\$91,780	\$79,503	\$94,992	\$82,285	\$98,080	\$84,960	\$101,120	\$87,593
4.4	\$94,809	\$82,127	\$98,128	\$85,001	\$101,317	\$87,764	\$104,458	\$90,485
4.5	\$97,839	\$84,751	\$101,263	\$87,717	\$104,554	\$90,568	\$107,795	\$93,376
5.1	\$97,840	\$84,752	\$101,264	\$87,718	\$104,555	\$90,569	\$107,796	\$93,377
5.2	\$102,189	\$88,520	\$105,766	\$91,618	\$109,203	\$94,596	\$112,589	\$97,528

5.3	\$106,539	\$92,288	\$110,268	\$95,518	\$113,852	\$98,622	\$117,381	\$101,679
5.4	\$110,889	\$96,055	\$114,770	\$99,417	\$118,500	\$102,648	\$122,173	\$105,830
5.5	\$115,238	\$99,823	\$119,272	\$103,317	\$123,148	\$106,675	\$126,966	\$109,982
6.1	\$115,239	\$99,824	\$119,273	\$103,318	\$123,149	\$106,676	\$126,967	\$109,983
6.2	\$120,402	\$104,296	\$124,616	\$107,947	\$128,666	\$111,455	\$132,655	\$114,910
6.3	\$125,565	\$108,768	\$129,960	\$112,575	\$134,183	\$116,234	\$138,343	\$119,837
6.4	\$130,728	\$113,241	\$135,303	\$117,204	\$139,700	\$121,013	\$144,031	\$124,764
6.5	\$135,890	\$117,713	\$140,647	\$121,833	\$145,218	\$125,792	\$149,719	\$129,692
7.1	\$135,891	\$117,714	\$140,648	\$121,834	\$145,219	\$125,793	\$149,720	\$129,693
7.2	\$141,830	\$122,857	\$146,794	\$127,157	\$151,564	\$131,290	\$156,263	\$135,360
7.3	\$147,768	\$128,001	\$152,940	\$132,481	\$157,910	\$136,787	\$162,805	\$141,027
7.4	\$153,704	\$133,143	\$159,083	\$137,803	\$164,254	\$142,282	\$169,346	\$146,693
7.5	\$159,640	\$138,285	\$165,227	\$143,125	\$170,597	\$147,777	\$175,886	\$152,358
8.1	\$159,641	\$138,286	\$165,228	\$143,126	\$170,598	\$147,778	\$175,887	\$152,359
8.2	\$172,644	\$149,550	\$178,687	\$154,784	\$184,494	\$159,815	\$190,213	\$164,769
8.3	\$185,647	\$160,814	\$192,145	\$166,442	\$198,389	\$171,851	\$204,540	\$177,179
8.4	\$198,655	\$172,082	\$205,608	\$178,105	\$212,291	\$183,893	\$218,872	\$189,594
8.5	\$211,664	\$183,350	\$219,072	\$189,767	\$226,192	\$195,934	\$233,204	\$202,008

56. Weekly rate of pay

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

57. Junior ESS Employees

A junior ESS Employee is to be paid at the following percentage of the appropriate adult rate of pay for the position performed in Level 1 or Level 2.

Age	% of adult rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

EXECUTED as an agreement this 7th day of Sept. 2023

EMPLOYER REPRESENTATIVE

Signed:

Adrian Farrer

Date:

7/9/23

Name in full (printed):

ADRIAN FARRER

Position title:

PRINCIPAL

Authority to sign explained:

PRINCIPAL. Signed for and on behalf of T.G.S. (A.B.N.

Address:

40 CHARLES ST. KEW, 3101

13004056660)

Witnessed by:

Gayle Barry

Witness name in full (printed):

GAYLE E. BARRY

Witness address:

40 CHARLES ST. KEW 3101

EMPLOYEE REPRESENTATIVE

Signed:

C. Hardham

Date:

7/9/23

Name in full (printed):

CATHERINE HARDHAM

Position title:

BARGAINING REPRESENTATIVE - EMPLOYEE

Authority to sign explained:

AS ABOVE

Address:

40 CHARLES ST. KEW 3101

Witnessed by:

Rohan Watts

Witness name in full (printed):

Rohan Watts

Witness address:

40 Charles Street, Kew 3101

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/3206

Applicant:

Trinity Grammar School Kew

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Adrian Farrer, Principal of Trinity Grammar School Kew give the following undertaking with respect to the *Trinity Grammar School Kew Enterprise Agreement 2023* ("the Agreement"):

1. I have the authority given to me by Trinity Grammar School Kew to provide the following undertaking in relation to this application before the Fair Work Commission.
2. Trinity Grammar School Kew undertakes that the Education Support Staff Level 1.1 outlined in the Trinity Grammar School Kew Enterprise Agreement 2023 will be removed for any employees at that level and accordingly they will be paid at Level 1.2 for Full Time and Term Time Only. The rates of pay for 2024 and 2025 will be pursuant to Level 1.2 in Schedule B of the Trinity Grammar School Kew Enterprise Agreement 2023

Signed for and on behalf of Trinity Grammar School Kew.



Adrian Farrer
Principal

27 September 2023



COPY OF DOCUMENT FILED

Title of Matter: Application by Trinity Grammar School Kew

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

Subject: Application for approval of the Trinity Grammar School Kew Enterprise Agreement 2023

Matter Number(s): AG2023/3206

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

PR766744 - Decision

Inquiries:

Any inquiries relating to this notice are to be directed to Chambers:
Phone: 03 8656 4538, email: chambers.wilson.c@fwc.gov.au.

3 OCTOBER 2023

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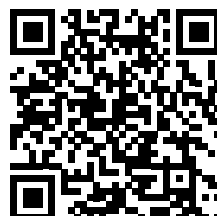
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This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

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

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

