



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Yarra Valley Grammar
(AG2018/7105)

YARRA VALLEY GRAMMAR AGREEMENT 2019

Educational services

COMMISSIONER LEE

MELBOURNE, 24 JANUARY 2019

Application for approval of the Yarra Valley Grammar Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Yarra Valley Grammar Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Yarra Valley Grammar. 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.

[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 31 January 2019. The nominal expiry date of the Agreement is 23 January 2023.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/7105

Applicant:
Yarra Valley Grammar

Undertaking- section 190


I, Jane Macneil of Yarra Valley Grammar give the following undertaking with respect to the *Yarra Valley Grammar Agreement 2019* ("the Agreement"):

1. I have the authority given to me by Yarra Valley Grammar to provide this undertaking in relation to this application before the Fair Work Commission.
2. Yarra Valley Grammar undertakes to delete clause 3.2 of the Agreement and replace it with the following:

"The nominal expiry date of this Agreement is four years from the date that the FWC approves the Agreement."

Employer name: Yarra Valley Grammar

Authority to sign: Corporate Services Manager and Employer Representative

Signature: 

Date: 23 / 1 / 2018

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.

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

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

2 ARRANGEMENT

This Agreement is arranged as follows.

<u>Part Title</u>	<u>Part Number</u>	<u>Clause Numbers</u>
Application and Operation of Agreement	1	1 – 10
Employment Relationship	2	11 – 14
Classification and Remuneration	3	15 – 18
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<u>Clause Title</u>	<u>Part Number</u>	<u>Clause Number</u>
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Agreement Flexibility	1	9
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Annual Leave Loading	4	20
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Breakage and Loss	6	39
Classifications and Salaries	3	15
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Community Service Leave	4	32
Compassionate Leave	4	22
Consultation about Change	1	10
Coverage	1	4
Definitions	1	7
Dispute Resolution Procedures	1	8
Education of Teacher's Children	6	41
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<u>Clause Title</u>	<u>Part Number</u>	<u>Clause Number</u>
Leave for dealing with Family and Domestic Violence	4	27
Leave without Pay	4	29
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Meal Allowance	6	38
Meal Break	6	37
Minimum Employment Period	2	12
Modes of Employment	2	11
National Employment Standards	1	6
No Extra Claims	6	42
Non Attendance Time	2	14
Notice of Termination	5	35
Parental Allowance	4	25
Parental Leave	4	24
Payment Arrangements	3	18
Performance/Conduct Review	5	34
Personal/Carer's Leave	4	21
Protective Clothing	6	40
Public Holidays	4	28
Qualification Conferral Leave	4	31
Redundancy	5	36
Relationship to Award	1	5
Remuneration Packaging	3	16
Superannuation	3	17
Title	1	1

<u>Schedule Title</u>	<u>Schedule Number</u>
Classification Structure	1
Salaries and Allowances	2

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 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.
- 3.2 The nominal expiry date of the Agreement is four years from the operative date.

4 COVERAGE

This Agreement covers:

- i. the Employer; and
- ii. Teachers, including Permission to Teach Teachers.

5 RELATIONSHIP TO AWARD

This Agreement operates to the complete exclusion of the Award which would otherwise apply to the Employees covered by this Agreement including but not limited to the *Educational Services (Teachers) Award 2010*.

6 NATIONAL EMPLOYMENT STANDARDS

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

7 DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Award	means the <i>Educational Services (Teachers) Award 2010</i> or its successor
Board	means the Board of Directors of Yarra Valley Grammar
Casual Teacher	means a Teacher employed pursuant to subclause 11.4 (clause 11 – Modes of Employment) of this Agreement
Commission	means the Fair Work Commission or its successor
Early Years programme	means the educational programme provided by the School for three-, four- and/or five-year old children
Early Years Teacher	means a Teacher: <ul style="list-style-type: none">• who has completed an undergraduate qualification of not less than four years in early childhood education and who is employed to teach three-, four- and/or five-year old children in the Early Years educational programme; and• who holds Full or Provisional Registration, as 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 successor). This definition does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Employee	means a Teacher employed by the Employer to teach students in the Early Years and the Prep to Year 12 educational programme
Employer	means Yarra Valley Grammar ABN 44 004 584 552
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Fixed Term Teacher	means a Teacher employed pursuant to subclause 110.3 (clause 11 – Modes of Employment) of this Agreement
Full Time Teacher	means a Teacher employed pursuant to subclause 11.1 (clause 11 – Modes of Employment) of this Agreement.
Immediate Family	means <ul style="list-style-type: none"> • a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Teacher, or • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Teacher where <ul style="list-style-type: none"> • a de facto partner of a Teacher means a person who, although not legally married to the Teacher, lives with the Teacher in a relationship as a couple on a genuine domestic basis (whether the Teacher and the person are of the same sex or different sexes), and • a child means an adopted child, a step child or an ex nuptial child of the Teacher or of the Teacher's spouse or de facto partner
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth) or its successor
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks' annual leave)
Part Time Teacher	means a Teacher employed pursuant to subclause 11.2 (clause 11 – Modes of Employment) of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 4 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) (or successor) and is

	employed to teach in the Prep to Year 12 educational programme
Principal	means Principal of Yarra Valley Grammar or his or her nominee
Registered Medical Practitioner	means a person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia
School	means Yarra Valley Grammar School Limited ABN 44 004 584 552 trading as Yarra Valley Grammar
School Year	means the twelve months from the day that Teachers are required to attend the School for the new educational year (1 January to 31 December)
School Teacher	means a person who holds Full or Provisional Registration or Permission to Teach, as granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) (or successor) and is employed to teach. 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
Shutdown period	means the period where the Employer shuts down the business, or any part of the business, in which the Teacher works
Teacher	means a School Teacher and an Early Years Teacher, unless separately specified
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 successor)

8 DISPUTE RESOLUTION PROCEDURE

8.1 Objective

The following procedure is designed to resolve matters arising under the NES or this Agreement (the 'issues of concern') in a reasonable manner. The parties want to eliminate by direct discussion and negotiation the issues of concern between Teachers and the Employer. A Teacher who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause. The purpose of this dispute resolution process is to solve the issues of concern as close as possible to the source of the concern and to maintain continuity of work by eliminating any disruption over these concerns.

8.2 Workplace Process - Joint Teacher and Employer Actions

- (a) The Teacher and/or the Teacher's manager with the concern will raise it for discussion with his or her immediate supervisor and/or Teacher (whichever is the case).

- (b) It is their joint responsibility to define the issues of concern, identify relevant participants and organise a plan to resolve the issue. Where an agreed solution is reached, it will be binding.
- (c) If a plan to resolve the issue is not settled, then the Teacher and the Teacher's immediate supervisor will discuss the matter with the Principal. The aim of these discussions is to reach a solution as quickly as possible.
- (d) Should the matter remain unresolved then either the aggrieved Teacher or the Employer may refer the matter to the Commission for conciliation in accordance with cl.8.5.

8.3 Workplace Process - Employer Actions

- (a) The Employer will ensure that this resolution procedure is explained to all managers and supervisors.
- (b) The Employer will reply promptly on issues raised for discussion and where a prompt reply is not possible, provide a timetable for a reply.
- (c) The Employer will accept that a solution agreed in this process is final and binds the Employer and the Teacher or Teachers.

8.4 Workplace Process - Teacher Actions

- (a) The Teacher will raise issues of concern with the Teacher's immediate supervisor as soon as they become an issue.
- (b) The Teacher will reply promptly on issues of concern raised for discussion and where a prompt reply is not possible, provide a timetable for reply.
- (c) The Teacher will accept that a solution agreed in this process is final and binds the Employer and the Teacher or Teachers.

8.5 Referral of Matter to the Commission

- (a) Following a referral of a matter to the Commission in accordance with cl.8.2(d), the Commission may deal with the matter in two stages.
- (b) Stage 1: The Commission will first attempt to resolve the matter using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation.
- (c) Stage 2: If the Commission is unable to resolve the matter following the process under Stage 1, the Commission may then:
 - (i) in relation to the NES, arbitrate the matter, or
 - (ii) in relation to all other matters in the Agreement, arbitrate the matter only with the consent of both parties, and make a determination that is binding on both parties.

Note: If the Commission arbitrates the matter, it may also use the powers that are available to it under the Act. A decision that the Commission makes when arbitrating a matter 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.

9 AGREEMENT FLEXIBILITY

- 9.1 An Employer and a Teacher covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and the Teacher in relation to one or more of the matters mentioned in cl.9.1(a);
 - (c) the arrangement is genuinely agreed to by the Employer and the Teacher. An agreement under this clause can only be entered into after the individual Teacher has commenced employment with the Employer.
- 9.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under s.172 of the Act; and
 - (b) are not unlawful terms under s.194 of the Act; and
 - (c) result in the Teacher being better off overall at the time the agreement is made than the Teacher would be if no arrangement was made.
- 9.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and the Teacher; and
 - (c) is signed by the Employer and the Teacher and if the Teacher is under 18 years of age, signed by a parent or guardian of the Teacher; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Teacher will be better off overall in relation to the terms and conditions of the Teacher's employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 9.4 The Employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.

9.5 The Employer or the Teacher may terminate the individual flexibility arrangement:

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

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

10 CONSULTATION

10.1 This clause applies if:

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

Consultation regarding major workplace change

10.2 For a major change referred to in cl.10.1:

- (a) the Employer must notify the relevant Teachers of the decision to introduce the major change; and
- (b) cl.10.3 to 10.9 apply.

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

10.4 If:

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

10.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Teachers:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Teachers; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Teachers; and

- (b) for the purposes of the discussion — provide, in writing, to the relevant Teachers:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Teachers; and
 - (iii) any other matters likely to affect the Teachers.

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

10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Teachers.

10.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl. 10.3 and 10.5 are taken not to apply.

10.9 In this clause, a major change is **likely to have a significant effect on Teachers** if it results in:

- (a) the termination of the employment of Teachers; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Teachers; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Teachers; or
- (f) the need to relocate Teachers to another workplace; or
- (g) the restructuring of jobs.

Consultation about changes to regular roster or hours of work

10.10 For a change referred to in cl.10.1(b):

- (a) the Employer must notify the relevant Teachers of the proposed change; and
- (b) cl.10.11 to 10.15 apply.

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

10.12 If:

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

10.13 As soon as practicable after proposing to introduce change, the Employer must:

- (a) discuss with the relevant Teachers the introduction of the change; and

- (b) for the purposes of the discussion, provide to the relevant Teachers:
 - (i) information about the proposed change (for example, information about the nature of the change to the Teacher's regular roster or ordinary hours of work and when that change is proposed to commence); and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Teachers; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Teachers; and
 - (c) invite the relevant Teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 10.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.
- 10.15 The Employer must give genuine consideration to matters raised about the change by the relevant Teachers.
- 10.16 For the purposes of cl.10.11 to 10.15, the Employer's educational timetable in respect of academic classes and student activities, which:
- (a) may operate on a term, semester, or a School year basis, and
 - (b) ordinarily changes between one period of operation and the next, and
 - (c) may change during the period of operation, is not a regular roster.
- 10.17 However, where a change to the Employer's educational timetable directly results in a change:
- (a) to the number of ordinary hours of work of a Teacher, or
 - (b) to the spread of hours over which the Teacher's ordinary hours are required to be worked, or
 - (c) to the days over which the Teacher is required to work, then cl.10.11 to cl.10.15 will apply.

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

PART 2 EMPLOYMENT RELATIONSHIP

11 MODES OF EMPLOYMENT

The Employer may employ a Full Time, Part Time, Fixed Term or Casual Teacher. The Employer may direct a Teacher to perform such duties as are within the limits of the Teacher's skill, competence and training.

11.1 Full Time Teachers

The Employer may engage a Teacher on a full time basis in accordance with this Agreement.

11.2 Part Time Teacher

11.2.1 The Employer may employ a Teacher on a part time basis in accordance with this

Agreement.

11.2.2 Upon engagement and at any other time when a permanent variation occurs, the Employer will set out in writing the duties, salary and number of hours required (including face-to-face teaching hours) to be undertaken by the Part Time Teacher.

11.2.3 Subject to Clause 11.1.1 and Clause 13, a Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in cl.11.2.2.

11.2.4 A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.

11.3 Fixed Term Teacher

11.3.1 The Employer may employ a Teacher to work on a replacement basis or for a specified period of time as full time or part time:

- (i) to replace one or more Teachers who are on leave;
- (ii) to undertake a specified project for which funding has been made available;
- (iii) to undertake a specified task which has a limited period of operation; or
- (iv) to replace a Teacher whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

11.3.2 A Fixed Term Teacher is entitled to the benefits of this Agreement on a pro rata basis where the Teacher is employed part time or where the Teacher has been employed for a period of less than 12 months.

11.3.3 Before employing a Fixed Term Teacher on a replacement basis, the Employer will inform the Fixed Term Teacher of:

- (i) the reason for the fixed nature of the employment;
- (ii) the date of commencement of the employment;
- (iii) the benefits which are applicable under this Agreement; and
- (iv) the rights of any Teacher being replaced.

11.3.4 Subject to clause 12 – Minimum Employment Period, the termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the notice of termination provisions in clause 35 – Notice of Termination.

11.3.5 A Fixed Term Teacher is not entitled to any of the following benefits under this Agreement: notice of termination (where the date of cessation of employment is stated at the time of appointment);

- (i) paid parental leave; and
- (ii) redundancy.

11.4 Casual Teacher

11.4.1 The Employer may employ a Teacher as a Casual Teacher in accordance with this Agreement.

11.4.2 A Casual Teacher is entitled to the rate of pay specified in Schedule 2. This rate of pay includes a loading in lieu of paid leave entitlements.

11.4.3 The Employer will engage a Casual Teacher for a full day or a half day.

11.4.4 A Casual Teacher is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment;
- redundancy;
- remuneration packaging;
- annual leave;
- non-attendance time;
- leave loading;
- public holidays;
- paid personal/carer's leave;
- unpaid parental leave, as employment is limited to one term;
- paid parental allowance;
- paid compassionate leave;
- paid leave for dealing with family and domestic violence;
- education of staff children; and
- accident make-up pay.

11.4.5 A Casual Teacher is entitled to unpaid carer's leave and unpaid parental leave, in accordance with the NES.

11.4.6 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

12 MINIMUM EMPLOYMENT PERIOD

12.1 A Teacher's employment is contingent upon the satisfactory completion of a six-month minimum employment period as defined by the Act.

12.2 If the Employer is to terminate the employment of a Teacher during the minimum employment period, then the Employer does not need to comply with clause 34 – Performance/Conduct Review, any due process or performance management policies or procedures in place from time to time.

12.3 If the Employer is to terminate the employment of a Teacher within the minimum employment period, the Teacher is entitled to notice in accordance with cl.35 – Notice of termination.

12.4 If the Teacher is to resign within the minimum employment period, then the Teacher is required to give notice in accordance with cl.35 – Notice of termination.

13 HOURS OF WORK

13.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year.

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

13.3 The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

14 NON ATTENDANCE TIME

- 14.1 A Teacher is not required to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. Any requirement to perform professional duties will be detailed in an annual letter of confirmation given to the teacher at the commencement of each calendar year. The Teacher's role is defined by the Employer.
- 14.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 14.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in cl.14.4.
- 14.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\frac{\text{Number of weeks of a Teacher's Attendance Time}}{\text{Total number weeks of the School's Attendance Time}} \times \text{Non Attendance Time} - \text{Non Attendance Time weeks already taken}$$

PART 3 CLASSIFICATION AND REMUNERATION

15 CLASSIFICATIONS AND SALARY

- 15.1 Schedule 1 sets out the classification structure/s and relevant progression arrangements.
- 15.2 Schedule 2 sets out the rates of pay for 2019, 2020 and 2021 from the first pay period commencing on or after 1 January of the specified year.
- 15.3 Should the annual increase to the rates of pay specified in Schedule 2.1 for the 2021 School year be less than the annual increase in the rates of pay paid to Victorian Government school teachers, the Employer will increase the rates of pay to provide an equivalent annual increase.
- 15.4 The Employer will review the salaries in Schedule 1 in September 2021. The review will give consideration to relevant industry benchmarks prior to consulting with the President of the Yarra Valley Grammar Staff Association about the proposed increase to salaries. The review will give rise to salary levels no less than salaries for government employed teachers at the same levels. It is proposed to advise Teachers of the increase to apply in 2022 by 31 October 2021.

- 15.5 The rate of pay specified in Schedule 2 is in compensation for all hours worked under this Agreement.

16 REMUNERATION PACKAGING

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

17 SUPERANNUATION

- 17.1 The Employer will comply with the requirements prescribed by the *Superannuation Guarantee (Administration) Act 1992* (Cth) and any other applicable legislation governing superannuation. The Employer makes an employer superannuation contribution, in accordance with the superannuation guarantee legislation contribution rate, to a complying superannuation fund nominated by the Teacher. If a Teacher does not nominate a superannuation fund, the default superannuation fund will be Prime Super or a successor fund.
- 17.2 Employer contributions
- The Employer must make such superannuation contributions to a superannuation fund for the benefit of a Teacher as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Teacher.
- 17.3 Voluntary employee contributions
- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl.17.2.
- (b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under cl. 17.3(a) or 17.3(b) no later than 28 days after the end of the month in which the deduction authorised under cl.17.3(a) or 17.3(b) was made.

17.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in cl. 17.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in cl.17.2 and pay the amount authorised under cl.17.3(a) and 17.3(b) to Prime Super or its successor, provided that the Employer is not required to become a participating employer.

18 PAYMENT ARRANGEMENTS

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

PART 4 LEAVE AND OTHER ABSENCES

19 ANNUAL LEAVE

- 19.1 Annual Leave is in accordance with the NES, except where this Agreement provides ancillary or supplementary terms.
- 19.2 A Teacher is entitled to four weeks’ annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 19.3 A Teacher must take an amount of annual leave during the Shutdown period immediately following the end of Term 4 and during the Shutdown period commencing 1 January each year. The Shutdown period may differ for individual Teachers, depending on work commitments and activities.
- 19.4 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the Shutdown period and defer taking the equivalent period of annual leave to another time.
- 19.5 A Teacher will take all accrued annual leave during the Shutdown period.

20 ANNUAL LEAVE LOADING

- 20.1 A Teacher who has given service for which salary has been received throughout the School Year is entitled to annual leave loading of 17.5% on a maximum of four (4) weeks’ annual leave.
- 20.2 A Teacher who is employed for part only of a School Year is entitled to be paid annual leave loading as follows:

17.5% of working weeks (excluding paid school holidays and non term time)	X 4 X	Annual rate of pay
_____		_____
Number of School’s term weeks		52.18

20.3 The Employer pays annual leave loading to the Teacher with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 January of that year, or as subsequently varied, pursuant to the calculation in cl.20.2. The rates of pay in Schedule 2.1 are inclusive of annual leave loading.

21 PERSONAL/CARER'S LEAVE

21.1 Personal/carer's leave is in accordance with the NES except whether this Agreement provides ancillary or supplementary terms.

21.2 Entitlement

21.2.1 A Teacher is entitled to a paid personal/carer's leave entitlement, which includes both personal leave and carer's leave.

21.2.2 For a Full Time Teacher, the entitlement equates to 15 days per year of service. A Part Time Teacher is entitled to paid personal/carer's leave on a pro rata basis based on specified hours in cl.13 – Hours of work.

21.2.3 Paid personal leave is taken by the Teacher because of a personal illness or injury.

21.2.4 Paid carer's leave is taken by the Teacher to provide care or support to a member of the Teacher's Immediate Family or a member of the Teacher's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A Part Time Teacher is entitled to paid carer's leave on a pro rata basis based on specified hours in cl.13 – Hours of work.

21.2.5 Where a Teacher has exhausted the paid personal/carer's leave entitlement, the Teacher may apply for additional paid leave. Leave may be granted at the Principal's discretion.

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

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

21.2.8 A Teacher must notify the Employer of the Teacher's absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of a personal illness or injury or to provide care or support to a member of the Teacher's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

21.2.9 A Teacher is entitled to personal/carer's leave provided that the Teacher provides the Employer with a medical certificate from a Registered Medical Practitioner, a statutory declaration or evidence that would satisfy a reasonable person that personal/carer's leave was taken for a reason specified in cl.20.2.3 – 20.2.7 for any absence:

- (a) of more than two consecutive days;
- (b) continuous with a public holiday to which the Teacher is entitled

- (c) continuous with the first or last day of a term, which would not otherwise require the production of evidence; and
- (d) where the number of days of paid personal/carer's leave already taken without the production of a medical certificate (or a statutory declaration or evidence that would satisfy a reasonable person) exceed five days in the one year.

20.10 Special leave

- 20.10.1 At the commencement of a School Year, 33.3 per cent of a Teacher's annual personal/carer's leave entitlement for that School Year, will be regarded as being available for special leave in that School Year. For example, special leave for a Full Time Teacher who gives service for a full School Year will be five days. A Teacher who is employed on a part-time basis and/or who gives service for less than the full School Year will be entitled to pro rata of five days' special leave.
- 20.10.2 In any School Year, a Teacher cannot access more than 33.3 per cent of the Teacher's annual personal/carer's leave entitlement for that School Year as special leave.
- 20.10.3 A Teacher must:
- (a) request special leave in writing and provide the reason for requesting leave;
 - (b) make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and
 - (c) take special leave as a full day or as a half-day.
- 20.10.4 The Employer will grant special leave subject to:
- (a) satisfaction of the application requirements,
 - (b) the application being for not more than two consecutive days, and
 - (c) the operational requirements of the workplace for that day or half-day.
- 20.10.5 The Employer will not grant special leave for more than two consecutive days.
- 20.10.6 For the purpose of this clause, special leave may be accessed:
- (a) to attend the funeral of a person who is not a member of the Teacher's Immediate Family or household;
 - (b) to attend a significant family event (e.g. wedding, child's graduation) for a member of the Teacher's Immediate Family or household;
 - (c) to move from one primary residence to another primary residence (restricted to a single day of leave in any one School Year);
 - (d) for pre-natal leave, except that a Teacher may take personal/carer's leave, as appropriate;
 - (e) for family and domestic violence leave additional to the leave provided by cl.27 – Leave for dealing with family or domestic violence of this Agreement;
 - (f) to provide care or support to a member of the Teacher's Immediate Family or household, who is experiencing family and/or domestic violence, for the purpose of accompanying the member to court, to hospital or to provide care for the member's child/children;
 - (g) for compassionate leave additional to the leave provided by cl.21 – Compassionate leave of this Agreement;
 - (h) to appear before a court or tribunal;
 - (i) to observe religious days;
 - (j) for cultural leave, where the Teacher is an Aboriginal or Torres Strait Islander;
 - (k) to attend to a matter of urgent pressing necessity or obligation; or
 - (l) as otherwise agreed to by the Employer.

22 COMPASSIONATE LEAVE

22.1 Compassionate leave is in accordance with the NES except where this Agreement provides ancillary or supplementary terms.

22.2 Entitlement

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

22.2.2 A Teacher may request to take leave in addition to the entitlement provided by cl.22.2.1. Additional leave is granted at the Principal's discretion.

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

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

23 INFECTIOUS DISEASES LEAVE

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

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

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

24 PARENTAL LEAVE

24.1 NES

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

24.2 Application

24.2.1 Parental leave applies to a Teacher, other than a Casual Teacher, unless the Casual Teacher

is an eligible casual employee.

24.2.2 The Employer must not fail to re-engage a Casual Teacher, who is an eligible casual employee, because:

- (a) the Casual Teacher or the Casual Teacher's spouse is pregnant; or
- (b) the Casual Teacher is or has been immediately absent on parental leave.

24.2.3 The rights of the Employer in relation to engagement and re-engagement of a Casual Teacher are not affected, other than in accordance with this clause.

24.3 Definitions

24.3.1 The following terms are defined by the NES: **child, spouse**.

24.3.2 For the purposes of this clause, an **eligible casual employee** means a Casual Teacher:

- (a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- (b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

24.3.3 For the purposes of this clause, **continuous service** means service with the Employer as a Teacher during the whole of the period, including any period of authorised leave. For an eligible casual employee, **continuous service** means a period during which the eligible casual employee was engaged on a regular and systematic basis by the Employer and during the casual period, the Teacher had a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

24.4 Entitlement

24.4.1 A Teacher, upon the completion of 12 months of continuous service with the Employer is entitled to up to 12 months' unpaid parental leave (birth-related leave or adoption-related leave) in relation to the birth or adoption of a child. This includes:

- up to 52 weeks of unpaid birth-related or adopted-related leave to be the primary care-giver of the child; or
- up to eight weeks of unpaid parental leave, which is taken at the time that the Teacher's spouse takes parental leave (concurrent leave). The concurrent leave may be taken in separate periods, but, unless the Employer agrees, each period must not be shorter than two weeks.

24.4.2 In addition to the basic entitlement under cl.24.4.1, a Teacher is entitled to take up to another 52 weeks to be the primary caregiver of the child. This entitlement to 104 weeks' unpaid parental leave replaces the NES entitlement in ss.70 and 76 of the NES.

24.4.3 A period of unpaid parental leave does not break the Teacher's continuity of employment but it does not count as employment or service.

24.5 Right to request part-time work

- 24.5.1 Subject to cl.24.5.2, a Teacher entitled to parental leave pursuant to the provisions of the NES may request the Employer to allow the Teacher to return from a period of parental leave on a part-time basis until the child reaches school age to assist the Teacher in reconciling work and parental responsibilities.
- 24.5.2 An application pursuant to cl.24.5.1 must be made as soon as possible but no less than three (3) weeks prior to the date upon which the Teacher is due to return to work from parental leave.
- 24.5.3 The Employer shall consider any request made pursuant to cl.24.5.1 having regard to the Teacher's circumstances and, provided the request is genuinely based on the Teacher's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 24.5.4 A Teacher's request and the Employer's decision made pursuant to cl.24.5.1 must be recorded in writing.
- 24.6 Returning to work after a period of parental leave
- 24.6.1 A Teacher will be entitled to the position which the Teacher held immediately before proceeding on parental leave. In the case of a Teacher transferred to a safe job pursuant to the NES, the Teacher will be entitled to return to the position the Teacher held immediately before such transfer. A Part Time Teacher will be entitled to the same time fraction.
- 24.6.2 Where such position no longer exists but there are other positions available for which the Teacher is qualified and is capable of performing, the Teacher will be entitled to a position as nearly comparable in status and pay to that of the Teacher's former position.
- 24.6.3 For the purposes of this clause, **position** includes a position of responsibility for a Teacher but does not necessarily include the same classes and/or subjects.
- 24.7 Communication during parental leave
- 24.7.1 Where a Teacher is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave; and
 - (b) provide an opportunity for the Teacher to discuss any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave.
- 24.7.2 The Teacher shall take reasonable steps to inform the Employer about any significant matter that will affect the Teacher's decision regarding the duration of parental leave to be taken, whether the Teacher intends to return to work and whether the Teacher intends to request to return to work on a part-time basis.

24.7.3 The Teacher shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with cl. 24.7.1.

25 PARENTAL ALLOWANCE

25.1 Where a Teacher is granted unpaid parental leave in accordance with the Act and clause 24 - Parental Leave of this Agreement to be the primary caregiver of a child, the Teacher is entitled to be paid a parental allowance:

- (a) equivalent to 14 weeks' salary at the Teacher's ordinary rate of pay, provided that the Teacher takes a minimum of 14 weeks' unpaid birth-related leave commencing at or around the time of the birth of the child; or
- (b) equivalent to 14 weeks' salary at the Teacher's ordinary rate of pay, provided that the Teacher takes a minimum of 14 weeks' unpaid adoption-related leave at or around the time of the placement of the child with the Teacher.

25.2 The payment under cl.25.1 is paid at the time that salary payments are made. A Teacher may request payment in full upon taking the leave, following the birth or placement of the child.

25.3 During the period of time that the Teacher is in receipt of the parental allowance under cl. 25.1, the Teacher is entitled to accrue:

- (a) annual leave, as defined by the Act, which is included in the payment made under cl.25.1;
- (b) personal/carer's leave, in accordance with clause 21 — Personal/carer's Leave of this Agreement; and
- (c) long service leave in accordance with cl.26 - Long service leave of this Agreement.

25.4 Where a Teacher is granted unpaid concurrent leave at the time of the birth of a child or placement of a child for adoption in accordance with the Act, the Teacher is entitled to a parental allowance at the Teacher's ordinary rate of pay for up to two weeks of the concurrent leave. The period of leave should preferably be taken as two weeks within 60 days of the birth or placement of the child, however, up to five days may be taken as single days.

25.5 A Teacher must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to cl.25.1 or cl.25.4.

25.6 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to cl.25.1.

26 LONG SERVICE LEAVE

26.1 Entitlement

26.1.1 Long service leave is as provided for in the NES except where this Agreement provides ancillary or

supplementary terms.

- 26.1.2 A Teacher is entitled to long service leave of thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980 and to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing on or after 1 January 1980. From this date, a Teacher is entitled to an additional six and a half (6½) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.
- 26.1.3 A Teacher is entitled to apply to take thirteen weeks of long service leave following the completion of 10 years of continuous employment and, six and a half weeks of long service leave upon the completion of each successive period of five years of continuous employment.
- 26.1.4 A Teacher may apply to take long service leave after completing seven years of continuous employment.
- 26.1.5 Where a Teacher applies to take less than the full entitlement of long service leave, the application must be for a full term of long service leave provided the Teacher will be able to request long service leave when the Teacher has an entitlement to long service leave which is equal to or greater than the number of working weeks in the term that the Teacher is requesting leave for.
- 26.1.6 A Teacher may apply to take long service leave for two or more terms on half-pay.
- 26.1.7 A Teacher must apply in writing for long service leave no later than 1 August in the year prior to the year in which long service leave is proposed to be taken. The Principal has the discretion to approve leave applications in exceptional circumstances. The Principal will provide a response to the Teacher's application within four term weeks following receipt of the completed documentation.
- 26.1.8 Accrued long service leave will be paid in lieu where a Teacher's employment is terminated after seven (7) years of continuous employment.
- 26.1.9 A Teacher, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Teacher's normal salary.
- 26.1.10 A Teacher, whose time fraction has varied during service, is paid during long service leave in accordance with the following arrangement:

Service prior to 1 February 1997		
<i>Employment Arrangement</i>		<i>Entitlement to Payment</i>
(a)	where all service for the period of employment ending 31 January 1997 was part-time	Salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay
(b)	where full-time employment falls last	leave taken from the full-time credit will be paid at the current full-time salary, and leave taken from the part-time credit will be paid on the basis of a proportion of the

		current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment
(c)	where part-time employment falls last	leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category, and leave taken from the part-time credit will be paid on the basis of average weekly hours over the last 12 months of part-time employment
(d)	where the Teacher can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment	average weekly hours will be struck over the actual period of part-time employment
Service from 1 February 1997		
<i>Employment Arrangement</i>		<i>Entitlement to Payment</i>
Time fraction has varied during Service		payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service

26.2 Illness on Long Service Leave

26.2.1 Subject to the requirements of cl.21, a Teacher, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave recredited to the Teacher. The Principal may require the Teacher to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Teacher.

26.2.2 The Teacher's application under cl.21:

- (i) must be received by the Employer during the period of illness or injury;
- (ii) must be accompanied by a medical certificate from a registered medical practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (iii) must indicate whether the Teacher wishes to extend the long service leave by the period of the illness or injury or whether the Teacher will return from long service leave as planned with the period of illness or injury increasing the Teacher's accrued long service leave entitlement.

27 Leave to deal with Family and Domestic Violence

27.1 Application

This clause applies to all full time, part-time and casual employees.

27.2 Definitions

(a) In this clause:

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

family member means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of **family member** in cl.27.2(a) includes a former spouse or de facto partner.

27.3 Entitlement to leave

(a) Each year, for the purpose of dealing with family and domestic violence, as follows:

- (i) a full-time employee is entitled to 10 days of paid leave, and
- (ii) a part-time employee is entitled to a total of 10 days of leave comprising paid and unpaid leave. The paid leave entitlement is pro rata of 10 days of paid leave based on the part-time employee's ordinary hours of work, and
- (iii) a casual employee is entitled to 10 days of unpaid leave, or
- (iv) instead of (i), (ii) and (iii) above, to paid and/or unpaid leave provided under the NES, whichever is greater.

(b) The entitlement in cl.27.3(a) to deal with family and domestic violence:

- (i) is available in full at the start of each 12 month period of the employee's employment; and
- (ii) does not accumulate from year to year.

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

Note 2. The employer and employee may agree that the employee may take more than 5 days' leave to deal with family and domestic violence.

27.4 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.

27.5 Service and continuity

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

27.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under cl.27.4. The notice:

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

(b) Evidence

An employee who has given their employer notice of the taking of leave under cl.27.6(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in cl.27.4.

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.

27.7 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.27.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in cl.27.7(a) prevents the employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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.

27.8 Compliance

An employee is not entitled to take leave under cl.27 unless the employee complies with cl.27.

28 PUBLIC HOLIDAYS

- 28.1 Public holidays are as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 28.2 Under the NES, a Teacher is entitled to public holidays as follows:
- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday, Grand Final Eve and Labour Day
 - Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.
- 28.3 Public holidays that occur during a period of Non Attendance Time for Teachers in accordance with cl.14 – Non Attendance Time do not create an additional entitlement.
- 28.4 In exceptional circumstances, the Employer may substitute another day for any prescribed in cl.28.2.
- 28.5 By agreement between the Employer and the majority of Teachers, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- 28.6 The Employer and a Teacher may agree to the Teacher taking another day as the public holiday in lieu of the specified day.
- 28.7 An agreement made in accordance with cl.28.5 or cl.28.6 must be recorded in writing and made available to every affected Teacher. Any such agreement must be recorded in the time and wages records kept by the Employer.

29 LEAVE WITHOUT PAY

A Teacher may apply for leave without pay which may be granted at the discretion of the Principal.

30 EXAMINATION LEAVE

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

31 QUALIFICATION CONFERRAL LEAVE

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

32 COMMUNITY SERVICE LEAVE

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

32.2 Jury service leave

- 32.2.1 A Teacher if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 32.2.2 A Teacher must notify the Employer as soon as possible of the date upon which the Teacher is required to attend for jury service.
- 32.2.3 A Teacher must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 32.2.4 The Teacher must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 32.2.5 Subject to cl.32.2.3 of this clause, an Employer will reimburse a Teacher granted leave pursuant to cl.32.2.1 an amount equal to the difference between the amount paid in respect of the Teacher's attendance for such jury service and the amount of salary the Teacher would have received had the Teacher not been on jury service.

32.3 Payment for emergency services leave

- 32.3.1 A Teacher with community responsibilities as an emergency services volunteer with either the Country Fire Authority (CFA) or the State Emergency Services (SES) may request up to three days' paid leave per annum to fulfil this commitment.
- 32.3.2 A Teacher must request leave in writing in advance of leave being taken.
- 32.3.3 The Employer will consider a request made pursuant to cl.32.3.2 having regard to the Teacher's circumstances, and the effect of the request on the workplace or business of the Employer, giving consideration to cost, lack of adequate replacement staff, loss of efficiency and the impact on the educational program. The Employer will record the decision in writing.
- 32.3.4 Emergency services leave, whether paid or unpaid, does not count for the purpose of accrual of any benefits or entitlements under this Agreement, except for long service leave.
- 32.3.5 A Teacher may request paid leave in addition to the leave available under cl.32.3.1, which may be granted at the Principal's discretion.

33 ACCIDENT MAKE-UP PAY

- 33.1 Where a Teacher is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (WIRC Act), the Employer must pay to the Teacher the difference between such weekly payments and the normal remuneration of the Teacher for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Teacher remains employed by the Employer.
- 33.2 If a Teacher is absent from work because of a personal illness or injury, for which the Teacher is receiving compensation payments pursuant to the WIRC Act, then the Teacher accrues paid leave entitlements in accordance with relevant legislation, except that there is no entitlement to accrue Non Attendance Time.

- 33.3 In the event that a Teacher, who is in receipt of weekly compensation payments pursuant to the WIRC Act, has an entitlement to annual leave during a Shutdown period, the workers' compensation payments will cease and the Teacher will take the accrued annual leave entitlement.
- 33.4 For the purposes of cl.33.3, the period of annual leave will not reduce the Teacher's entitlement to such compensation payments or to accident make- up pay, if applicable.

PART 5 TERMINATION OF EMPLOYMENT AND RELATED MATTERS

34 PERFORMANCE/CONDUCT REVIEW

34.1 Application

This clause will not apply within the minimum employment period (Clause 12) or to a casual Teacher.

34.2 Performance Evaluation and Review

If, as a result of performance evaluation, serious concerns are raised about a Teacher's employment for reasons related to performance (other than on the grounds of serious neglect of duty), then the Employer will:

- (a) provide notification in writing of the grounds for the Principal's concerns with the Teacher's performance;
- (b) having notified the Teacher of the time, date and place for a meeting, provide the Teacher with the opportunity to respond to the concerns;
- (c) confirm the Teacher's right to be accompanied by a nominee of the Teacher's choice at the meeting;
- (d) clarify the roles of all those present at the intended meeting; and
- (e) confirm the Principal's right to terminate the employment of the Teacher if the concerns related to performance are not appropriately addressed.

34.3 Conduct Review

34.2.1 If, as a result of a particular incident or as the result of a conduct review, serious concerns are raised about a Teacher's employment for reasons related to conduct (other than on the grounds of serious neglect of duty or gross misconduct), then the Employer will:

- (a) provide notification in writing of the grounds for the Principal's concerns with the Teacher's conduct;
- (b) having notified the Teacher of the time, date and place for a meeting, provide the Teacher with the opportunity to respond to the concerns;
- (c) confirm the Teacher's right to be accompanied by a nominee of the Teacher's choice at the meeting;
- (d) clarify the roles of all those present at the intended meeting; and
- (e) confirm the Principal's right to terminate the employment of a Teacher if the concerns related to conduct are not appropriately addressed.

34.3.2 In the case of serious neglect of duty or gross misconduct, the Employer reserves the right to place the Teacher on paid leave whilst the matter is investigated.

35 NOTICE OF TERMINATION

- 35.1 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.
- 35.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had less than five years' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 35.3 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to cl.24 that the Teacher being replaced wishes to return from parental leave.
- 35.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B and 1D (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 35.5 A Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 35.6 If a Teacher fails to give the notice specified by cl.35.5, then the Employer may withhold from any monies due to the Teacher on termination under this Agreement or the NES, an amount not exceeding the amount the Teacher would have been paid under the Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Teacher.
- 3.7 The notice period in this clause does not apply where the Teacher is guilty of serious misconduct.

36 REDUNDANCY

36.1 Definition

Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job that the Teacher has been doing done by anyone and that decision leads to the termination of employment of the Teacher, except where this is due to the ordinary and customary turnover of labour.

36.2 Redundancy Disputes

- 36.2.1 Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Teacher(s) and the Teacher's representative (if requested by any affected Teacher) in good time, with relevant information:
- (a) the reasons for any proposed redundancy;
 - (b) the number and categories of Teachers likely to be affected; and
 - (c) the period over which any proposed redundancies are intended to undertaken.
- 36.2.2 Where a redundancy dispute arises and discussions occur in accordance with this clause, the

Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Teachers concerned.

36.3 Transfer to lower paid duties

Where a Teacher is transferred to lower paid duties for reasons set out above the Teacher will be entitled to the same period of notice of transfer as the Teacher would have been entitled to if the Teacher's employment had been terminated. The Employer may, at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

36.4 Severance Pay

The severance payment for a Teacher will be in accordance with the following:

<u>Period of Continuous Service</u>	<u>Severance Pay</u> (under 45 years)	<u>Severance Pay</u> (45 years and over)
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks' pay	5 weeks' pay*
2 years and less than 3 years	7 weeks' pay	8 weeks' pay
3 years and less than 4 years	9 weeks' pay	10 weeks' pay
4 years and less than 5 years	10 weeks' pay	12 weeks' pay
5 years and less than 6 years	12 weeks' pay	14 weeks' pay
6 years and less than 9 years	14 weeks' pay	16 weeks' pay
9 years and less than 10 years	16 weeks' pay	18 weeks' pay
10 years and over	18 weeks' pay	20 weeks' pay

***Week's pay** means the ordinary time rate of pay for the Teacher concerned

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

36.5 Leaving during notice

A Teacher, whose employment is terminated for reasons of redundancy, may terminate the Teacher's employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 12 had the Teacher remained with the Employer until the expiry of such notice. In such circumstances the Teacher will not be entitled to payment in lieu of notice.

36.6 Alternative employment

The Employer, in a particular redundancy case, is not obliged to pay severance pay if the Employer obtains acceptable alternative employment for a Teacher acceptable to that Teacher.

36.7 Time off during notice period

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

36.8 Part-time Teachers

If a part-time Teacher's hours are increased or decreased, without the Teacher's consent, by more than 25 per cent in one School Year, or by more than 30 per cent over two consecutive School Years, then the Teacher will be entitled to the provisions of this clause, with the redundancy pay based on the hours worked by the Teacher prior to the first increase or decrease in the hours of work.

PART 6 OTHER PROVISIONS

37 MEAL BREAK

- 37.1 A Teacher will be entitled to an unpaid meal break of not less than 30 consecutive minutes, which commences no later than five hours after the Teacher commenced work on that day.
- 37.2 The exception to cl.37.1 is where a Teacher is required to undertake student supervision duties during the meal break, the meal break will be not less than 20 minutes.

38 MEAL ALLOWANCE

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

39 BREAKAGE AND LOSS

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

40 PROTECTIVE CLOTHING

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

41 EDUCATION OF TEACHERS' CHILDREN

- 41.1 The Employer will maintain its offer of a 30 per cent discount on student school fees for children of a Full Time Teacher. A Part Time teacher will be entitled to a pro rata school fee reduction.

41.2 A Teacher enrolling a child in the School will not be required to pay the non-refundable Enrolment Charge on acceptance of offer of a place in the School. Fees can, by arrangement, be deducted from wages, after tax.

42 NO EXTRA CLAIMS

It is agreed that whilst this Agreement is in operation, the parties (Employer and Teachers) to this Agreement will not engage in or organise, or attempt to engage in or organise, protected industrial action under the Act.

EXECUTED as an agreement this 11th day of December 2018

EMPLOYER REPRESENTATIVE

Signed: Tane A. Maenit
Date: 4 December 2018
Name in full (printed): Tane Anderson Maenit
Position title: Corporate Services Manager (Bargaining Representative)
Authority to sign explained: Member of Bargaining Committee Employer
Address: 84-86 Kalinda Road Ringwood
Witnessed by: [Signature]
Witness name in full: ANDREW HOCKING
Witness address: 84-86 KALINDA ROAD, RINGWOOD.

EMPLOYEE REPRESENTATIVE

Signed: P.R. Bisset
Date: 12-12-18
Name in full (printed): PHILIP ROBERT BISSET
Position title: DEPUTY HEAD JUNIOR SCHOOL
Authority to sign explained: MEMBER OF BARGAINING COMMITTEE FOR EMPLOYEES
Address: 84-86 KALINDA ROAD, RINGWOOD
Witnessed by: [Signature]
Witness name in full: Adam Wallace
Witness address: 84-86 Kalinda Road Ringwood

SCHEDULE 1 – CLASSIFICATION STRUCTURE

1.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching

1.1.1 A Teacher will commence at Level 1 and subject to Sch.1.1.2, progress to Level 11 in annual increments on the anniversary of the Teacher’s teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1.1.2 A Teacher will progress to the next level after the completion of 12 months continuous service (or equivalent service, in the case of non-continuous service), irrespective of the Teacher's time fraction.

1.1.4 A Teacher will be classified in accordance with the definitions in the following table.

Years of Teaching	YVG Level	Responsibilities at Yarra Valley Grammar Subject to the PD for a teacher, staff at all levels below would be expected to:
11 th year	11	Have the content knowledge and pedagogical practice to meet the diverse needs of all students
10 th year	10	Model exemplary classroom practice and mentoring / coaching other teachers in the School to engage in critical reflection of their practice and to support staff to expand their capacity Provide expert advice about the content, processes and strategies that will shape individual and School
9 th year	9	professional learning Supervise and train one or more student teachers
8 th year	8	Assist staff to use student data to inform teaching approaches that enable targets related to improving student learning outcomes to be achieved
7 th year	7	
6 th year	6	Take on some positions of responsibility including the training of student teachers as required Take some positions involving minor responsibilities as required
5 th year	5	
4 th year	4	May train student teachers as required Contribute to the planning, preparation and teaching of programs Provide evidence of thorough documentation
3 rd year	3	
2 nd year	2	Plan, prepare and teach programs under some direction Provide evidence of thorough documentation
1 st year	1	

1.2 Permission to Teach Teachers with the Victorian Institute of Teachers

1.2.1 A Permission to Teach Teacher will be paid not less than Level 1.

1.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

1.3 Teachers holding Positions of Responsibility

1.3.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or leadership duties additional to those usually required of a Teacher by the Employer.

1.3.2 The rate of pay is linked to a position of responsibility rather than tied to an individual teacher.

1.3.3 The Principal determines who is eligible for the rate of pay.

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

SCHEDULE 2 – SALARIES AND ALLOWANCES

2.1 Annual Rate of Pay

A full-time Teacher will not be paid less than the rate of pay for the Teacher's classification from the first pay period commencing on or after the specified date in the following table.

VG Level	2018	2019		2020		2021	
	1 January \$	1 January \$	1 July \$	1 January \$	1 July \$	1 January \$	1 July \$
11	108,291.36	109,916	111,840	113,518	115,505	117,238	119,290
10	99,114.60	100,601	102,362	103,897	105,715	107,301	109,179
9	96,336.24	97,781	99,492	100,984	102,751	104,292	106,117
8	94,454.64	95,871	97,549	99,012	100,745	102,256	104,045
7	90,542.04	91,900	93,508	94,911	96,572	98,021	99,736
6	87,529.56	88,843	90,398	91,754	93,360	94,760	96,418
5	85,138.32	86,415	87,927	89,246	90,808	92,170	93,783
4	82,404.48	83,641	85,105	86,382	87,894	89,212	90,773
3	80,065.68	81,267	82,689	83,929	85,398	86,679	88,196
2	75,986.64	77,126	78,476	79,653	81,047	82,263	83,703
1	74,140.08	75,252	76,569	77,718	79,078	80,264	81,669

Notes:

- 1 The annual rate of pay includes annual leave loading
- 2 Teachers will automatically progress up the salary scale, irrespective of the time fraction worked

2.2 Weekly Rate of Pay

The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

2.3 Annual Leave Loading

The annual rate of pay in Sch.2.1 includes annual leave loading.

2.4 Casual Rate of Pay

The rate of pay for a Casual Teacher will not be less than:
 \$359.21 per day
 \$179.61 per half day

2.5 Allowances for Positions of Responsibility

2.5.1 The following allowances, inclusive of annual leave loading, apply to a position of responsibility.

Allowances Level Rates

Level	2018	2019		2020		2021	
	1 January \$	1 January \$	1 July \$	1 January \$	1 July \$	1 January \$	1 July \$
1	1,931.04	1,960	1,989	2,019	2,049	2,080	2,111
2	3,565.32	3,619	3,673	3,728	3,784	3,841	3,899
3	5,200.68	5,279	5,358	5,438	5,520	5,603	5,687
4	6,388.32	6,484	6,581	6,680	6,780	6,882	6,985
5	9,359.76	9,500	9,643	9,788	9,935	10,084	10,235
6	12,478.44	12,666	12,856	13,049	13,245	13,444	13,646
6s	6,239.16	6,333	6,428	6,524	6,622	6,721	6,822
7	15,599.52	15,834	16,072	16,313	16,558	16,806	17,058
8	18,718.20	18,999	19,284	19,573	19,867	20,165	20,467
9	22,284.72	22,619	22,958	23,302	23,652	24,007	24,367
10	23,768.04	24,125	24,487	24,854	25,227	25,605	25,989

2.5.2 Where the position of responsibility is shared, the rate of pay may also be shared.

2.5.3 During long service leave, an allowance

- (a) which has been due to the relevant Teacher will be paid where the nature of the allowance is as reward for an ongoing responsibility such as Year Level Coordinator, Head of Department, etc.; or
- (b) which relates to a particular specified period of the year, such as teacher-in-charge of a sport, will not be paid during the period of long service if long service leave is taken during the period that the allowance would otherwise have been payable.

2.6 Payment of salary and allowances in the 2019 School Year

The rates of pay and allowance in Sch.2.1 and 2.6.1, respectively, for 2019 will be paid from the specified dates provided a majority of employees approve the making of the Agreement, irrespective of whether the Commission has approved the Agreement,

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/7105

Applicant:

Yarra Valley Grammar

Undertaking- section 190

I, Jane Macneil of Yarra Valley Grammar give the following undertaking with respect to the *Yarra Valley Grammar Agreement 2019* ("the Agreement"):

1. I have the authority given to me by Yarra Valley Grammar to provide this undertaking in relation to this application before the Fair Work Commission.
2. Yarra Valley Grammar undertakes to delete clause 3.2 of the Agreement and replace it with the following:

"The nominal expiry date of this Agreement is four years from the date that the FWC approves the Agreement."

Employer name: Yarra Valley Grammar

Authority to sign: Corporate Services Manager and Employer Representative

Signature:

Jane A. Macneil

Date:

23 / 1 / 2018