



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Yarra Valley Grammar School Limited T/A Yarra Valley Grammar**  
(AG2015/6823)

### **YARRA VALLEY GRAMMAR GENERAL STAFF AGREEMENT 2015**

Educational services

COMMISSIONER ROE

MELBOURNE, 21 DECEMBER 2015

*Application for approval of the Yarra Valley Grammar General Staff Agreement 2015.*

[1] An application has been made for approval of an enterprise agreement known as the *Yarra Valley Grammar School General Staff Agreement 2015* (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 School T/A Yarra Valley Grammar. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] 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.

[4] The Agreement was approved on 21 December 2015 and, in accordance with s.54, will operate from 28 December 2015. The nominal expiry date of the Agreement is 21 December 2019.



COMMISSIONER

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<Price code J, AE417195 PR575251>



# Yarra Valley Grammar General Staff Agreement 2015

*confidence to achieve*

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**Yarra Valley Grammar General Staff Agreement 2015**

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## Part 1—Application and Operation

### 1. Title

This Agreement is to be known as the Yarra Valley Grammar General Staff Agreement 2015 (the Agreement) and is a single enterprise agreement made pursuant to s.172 (2) of the *Fair Work Act 2009* (Cth) (the Act).

### 2. Commencement and period of operation

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

### 3. Definitions and interpretation

<b>Act</b>	means the <i>Fair Work Act 2009</i> (Cth) or its successor
<b>Awards</b>	means the <i>Educational Services (Schools) General Staff Award 2010</i> or its successor
<b>Board</b>	means the Board of Directors of Yarra Valley Grammar
<b>Employee</b>	means a person (i.e., a General Staff Employee) covered by this Agreement
<b>Employer</b>	means Yarra Valley Grammar School Limited ABN 44 004 584 552
<b>FWC</b>	means the Fair Work Commission or its successor
<b>Directors and Managers</b>	means all General Staff Employees with the title of director or manager, including the Director of Marketing and Admissions, Director of Development, Buildings and Services Manager, Grounds and Landscapes Manager, Finance Manager, Performing Arts Centre Manager and the Executive Assistant
<b>General Staff Employee</b>	means the following: <ul style="list-style-type: none"> <li>• <b>classroom support services</b>—being an 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</li> <li>• <b>curriculum/resources services</b>—being an 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</li> <li>• <b>nursing services</b>—being an employee who is registered nurse in the relevant State/Territory and is employed as such</li> <li>• <b>early learning centre (ELC)/childcare services</b>—being an</li> </ul>

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	<p>employee whose principal duties are to work with children in an 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 early childhood teacher)</p> <ul style="list-style-type: none"> <li>• <b>school administration services</b>—being an 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</li> <li>• <b>school operational services</b>—being an employee whose principal duties are to support the other services of a school, including but not limited to:             <ul style="list-style-type: none"> <li>(i) construction, plumbing, carpentry, painting and other trades;</li> <li>(ii) cleaning, maintenance, school facility management;</li> <li>(iii) security, caretaking;</li> <li>(iv) gardening, turf management, farming;</li> <li>(v) retailing—canteens, uniform shops, book shops;</li> <li>(vi) cooking/catering, housekeeping, laundry; and</li> <li>(vii) bus driving and vehicle maintenance</li> </ul> </li> <li>• <b>wellbeing services</b>—being an 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</li> </ul>
<p><b>Immediate family</b></p>	<p>means</p> <ul style="list-style-type: none"> <li>• a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or</li> <li>• a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee,</li> </ul> <p>where:</p> <ul style="list-style-type: none"> <li>• a de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes)</li> <li>• a child means an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee’s spouse or de facto partner</li> </ul>
<p><b>LSL Act</b></p>	<p>means the <i>Long Service Leave Act 1992</i> (Vic) or its successor</p>
<p><b>NES</b></p>	<p>means the National Employment Standards as contained in Part 2-2 of the Act</p>
<p><b>Non-term weeks</b></p>	<p>means weeks, or part thereof, in the School year other than term weeks and includes periods designated as school holidays for students</p>

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<b>Principal</b>	means the Principal of Yarra Valley Grammar or his or her nominee
<b>Registered Medical Practitioner</b>	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
<b>School</b>	means Yarra Valley Grammar School Limited ABN 44 004 584 552 trading as Yarra Valley Grammar
<b>School year</b>	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
<b>Standard rate</b>	means the annual salary applicable to Level 3.1 for a General Staff Employee
<b>Term weeks</b>	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
<b>WIRC Act</b>	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; and
- (b) General 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 Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer;
- (d) Instructional Services Employees;
- (e) Directors and Managers, as defined in cl.3 – Definitions;
- (f) any Employee who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the *Fair Work Regulations 2009* (Cth), or its successor, from time to time;
- (g) Apprentices;
- (h) Trainees; and
- (i) Employees on a supported wage system.

#### 5. Relationship to Awards

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to Employees covered by this Agreement including but not limited to the *Educational Services (Schools) General Staff Award 2010* or its successor.

#### 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 hereof.



## **7. The National Employment Standards**

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

## **8. Agreement flexibility**

- 8.1** An Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a)** the Agreement deals with one or more of the following matters:
    - (i)** arrangements about when work is performed;
    - (ii)** overtime rates;
    - (iii)** penalty rates;
    - (iv)** allowances;
    - (v)** leave loading; and
  - (b)** the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in cl.8.1(a);
  - (c)** the arrangement is genuinely agreed to by the Employer and the 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 the Employee; and
  - (c)** is signed by the Employer and the 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

9.1 This clause applies if the Employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on Employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

In this clause: **relevant Employees** means the Employees who may be affected by a change referred to in cl.9.1(a) or (b).

#### Consultation regarding major workplace change

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

(a) the Employer must notify the relevant Employees of the decision to introduce the major change; and

(b) cl.9.3 to 9.9 apply.

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

9.4 If:

(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and

(b) the Employee or Employees advise the Employer of the identity of the representative,

the Employer must recognise the representative.

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

(a) discuss with the relevant Employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the Employees; and

(iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

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

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

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

9.8 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.9.2(a) and cl.9.3 and 9.5 are taken not to apply.

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

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; 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 Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

**Consultation about changes to regular roster or hours of work**

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

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) cl.9.11 to 9.15 apply.

9.11 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

9.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
- (b) the Employee or Employees advise the Employer of the identity of the representative,

the Employer must recognise the representative.

9.13 The Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion, provide to the relevant Employees:
  - (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
  - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
  - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.15 The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 9.16 For the purposes of cl.9.11 to 9.15, 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.
- 9.17 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 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.9.11 to 9.15 will apply.

In this clause:

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

## 10. Dispute resolution procedure

### 10.1 Objective

The following procedure is designed to resolve matters arising under this Agreement (the 'issues of concern') in a reasonable manner. The parties want to eliminate by direct discussion and negotiation the issues of concerns between the Employee/s and the Employer. 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.

### 10.2 Workplace process – joint Employee and Employer Actions

- (a) The Employee and/or the Employee's manager with the concern will raise it for discussion with his or her immediate supervisor and/or Employee (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 Employee and the Employee's immediate supervisor will discuss the matter with the Principal. The Employee has the right to be accompanied by a nominee of his/her choice at all meetings as part of this procedure. The aim of these discussions is to reach a solution as quickly as possible.

- (d) Should the matter remain unresolved then either the aggrieved Employee or the Employer may refer the matter to the FWC for conciliation in accordance with cl.10.5.
- (e) The Employer or the Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

**10.3 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 Employee/s.

**10.4 Workplace process – Employee actions**

- (a) The Employee will raise issues of concerns with the Employee's immediate supervisor as soon as they become an issue.
- (b) The Employee 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 Employee will accept that a solution agreed in this process is final and binds the Employer and the Employee/s,

**10.5 Referral of matter to FWC**

- (a) Following a referral of a matter to the FWC in accordance with cl.10.2(d), the FWC may deal with the matter in two stages.
- (b) Stage 1: The FWC 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 FWC is unable to resolve the matter following the process under Stage 1, the FWC 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 FWC arbitrates the matter, it may also use the powers that are available to it under the Act. A decision that the FWC 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.

## **Part 3—Employment Relationship**

### **11. Minimum employment period**

- 11.1** An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months.
- 11.2** If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or cl.15 – Performance/conduct review.

- 11.3 During the minimum employment period, the period of notice for resignation or termination of employment is one week. The Employer may elect to provide one week's notice, payment of one week's salary or part payment and part notice equivalent to one week. Where the Employee does not provide one week's notice, the Employer may withhold from any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

## 12. Types of employment

- 12.1 An Employee will be employed in one of the following categories:

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

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

### 12.3 Full-time employment

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to cl.27—Ordinary hours of work.

### 12.4 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full School year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the time fraction and the number of weeks of the School year the Employee will work.
- (e) The terms of the agreement in cl.12.4(d) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

### 12.5 Casual employment

- (a) A casual Employee is an Employee engaged as such.
- (b) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.
- (c) A casual Employee will be engaged and paid for a minimum of two hours for each engagement. Except that a ELC/childcare services Employee working in an out of school hours care program may satisfy the two hour minimum by working one hour before school and one hour after school on the same day.
- (d) A casual Employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time Employees.
- (e) A casual Employee is not entitled to any of the following benefits under this Agreement:
  - (i) notice of termination of employment;

- (ii) redundancy;
- (iii) remuneration packaging;
- (iv) annual leave;
- (v) leave loading;
- (vi) paid personal/carer's leave;
- (vii) paid compassionate leave;
- (viii) paid parental allowance;
- (ix) infectious diseases leave;
- (x) examination leave;
- (xi) qualification conferral leave; and
- (xii) education of Employee's children.

### 13. Leave without pay during non-term weeks

#### 13.1 Arrangements

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

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

#### 13.2 Calculating annual salary for an Employee on leave without pay during Non-term weeks

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

- (b) The adjusted annual salary for an Employee is:  
$$A = C \times \frac{\text{working weeks} + 4 \text{ weeks' annual leave}}{52.18}$$

Where:

A means the Employee's adjusted annual salary

C means the annual salary (as contained in Schedule B – Salaries) for the Employee's classification

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

- (c) Where a public holiday falls during the deemed period of four weeks' annual leave for an Employee employed pursuant to cl.33.3(b), and provided the public holiday falls on a day of the week that the Employee ordinarily works:
  - (i) the period of leave will be extended to provide annual leave exclusive of public holidays; and
  - (ii) payment for the public holiday (or public holidays) will be made, in the relevant pay period using cl.13.2(d).
- (d) For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.

- (e) An Employee may elect, in writing, to be paid only for the time worked (and therefore not during Non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

## **14. Termination of employment**

### **14.1 NES notice of termination**

Notice of termination is provided for in the NES. This clause provides ancillary or supplementary terms.

### **14.2 Notice of termination during the minimum employment period**

Notice of termination during the minimum employment period, which is the first six months of employment, is specified by cl.11 – Minimum employment period.

### **14.3 Notice of termination by the Employer**

- (a) The employment of an Employee (other than a casual Employee) will not be terminated without four weeks' notice, or four term weeks' notice where the Employee works only during term weeks, (inclusive of the notice required under the NES), the payment of four weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal four.
- (b) Where the Employee has completed five or more years of continuous service and is over 45 years old, the Employer will increase the notice period in cl.14.3(a) by one week.

### **14.4 Notice of termination by an Employee**

The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

### **14.5 Job search entitlement**

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

### **14.6 Statement of service**

Upon the termination of employment of an Employee (other than a casual Employee), the Employer will provide upon the request of the Employee, a statement of service setting out the commencement and cessation dates of employment.

## **15. Performance/conduct review**

### **15.1 Performance evaluation and review**

If, as a result of performance evaluation, serious concerns are raised about an Employee'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 Employee's performance;
- (b) having notified the Employee of the time, date and place for a meeting, provide the Employee with the opportunity to respond to the concerns;



- (c) confirm the Employee's right to be accompanied by a nominee of the Employee'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 Employee if the concerns related to performance are not appropriately addressed.

#### **15.2 Conduct review**

- (a) If as a result of a particular incident or as the result of a conduct review, serious concerns are raised about an Employee's employment for reasons related to conduct (other than on the grounds of serious neglect of duty or gross misconduct), then the Employee will:
  - (i) provide notification in writing of the grounds for the Principal's concerns with the Employee's conduct;
  - (ii) having notified the Employee of the time, date and place for a meeting, provide the Employee with the opportunity to respond to the concerns;
  - (iii) confirm the Employee's right to be accompanied by a nominee of the Employee's choice at the meeting;
  - (iv) clarify the roles of all those present at the intended meeting; and
  - (v) confirm the Principal's right to terminate the employment of the Employee if the concerns related to conduct are not appropriately addressed.
- (b) In the case of serious neglect of duty or gross misconduct, the Employer reserves the right to place the Employee on paid leave whilst the matter is investigated.

## **16. Redundancy**

### **16.1 Definition**

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

### **16.2 Redundancy disputes**

- (a) Where a redundancy dispute arises,, and if it has not already done so, an Employer must provide the affected Employee(s) and the Employee's representative (if requested by any affected Employee) in good time, with relevant information:
  - (i) the reasons for any proposed redundancy;
  - (ii) the number and categories of Employees likely to be affected; and
  - (iii) the period over which any proposed redundancies are intended to be undertaken.

**16.3** 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 Employees concerned.

### **16.4 Transfer to lower paid duties**

Where an Employee is transferred to lower paid duties for reasons set out above, the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee'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.

#### 16.5 Severance pay

The severance payment for an employee will be in accordance with the following, which replaces the entitlement in the NES:

<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
<p><b>Weeks' pay</b> means the ordinary time rate of pay for the employee concerned</p> <p>For this clause, <b>continuous service</b> 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.</p>		

#### 16.6 Employee leaving during notice period

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

#### 16.7 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of the notice period for the purpose of seeking other employment.
- (b) At the request of the Employer, the Employee must produce proof of attendance at an interview.
- (c) This entitlement applies instead of cl.14.5.

## Part 4—Salaries and Related Matters

### 17. Classifications

- (a) At the commencement date of this Agreement, an Employee must be classified in accordance with the classification structure set out in Schedule B – Classifications of

the Award and paid not less than three per cent above the minimum wage in cl.15 – Minimum wages of the Award specified for that classification.

- (b) From 1 January 2016, an Employee must be classified in accordance with the classification structure set out in Schedule A – Classifications of this Agreement and paid not less than the salary specified for that classification in accordance with Schedule B - Salaries.
- (c) The Employer must advise the Employee of the Employee's classification, and any changes to the classification, in writing.

## **18. Salary**

The Employer will pay an adult Employee not less than the salary specified for the Employee's classification:

- (a) in cl.15 – Minimum wages of the Award, plus three per cent, at the date of commencement of the Agreement;
- (b) in Schedule B – Salaries of the Agreement, from 1 January 2016.

## **19. Payment of salary**

Salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis until 31 December 2015 with salary paid on a monthly basis from 1 January 2016. The monthly salary will be paid one-half month in advance and one-half month in arrears as nearly as possible to the middle of the month.

## **20. Remuneration packaging**

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

## **21. Annualised salaries**

- 21.1 The Employer may pay an Employee an annual salary in satisfaction of any or all of the following provisions of the Agreement:
  - (a) cl.18- Salary and Schedule B –Salaries;
  - (b) Schedule C—Allowances;
  - (c) cl.30, 31 and 32 —Shift work, Penalty rates and Overtime; and
  - (d) cl.35 - Annual leave loading.
- 21.2 Where an annual salary is paid the Employer must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary.

**21.3 Annual salary not to disadvantage Employees**

- (a) The annual salary must be no less than the amount the Employee would have received under Schedule B – Salaries for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The annual salary of the Employee must be reviewed by the Employer at least annually to ensure that the compensation is appropriate having regard to the agreement provisions which are satisfied by the payment of the annual salary.

**21.4 Base rate of pay**

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

**22. Allowances**

Schedule C – Allowances specifies the allowances available under this Agreement.

**23. Superannuation**

**23.1 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. Under superannuation legislation, individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund selected by the Employer applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

**23.2 Employer contributions**

The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

**23.3 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.23.2.
- (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.23.3(a) or 23.3(b) no later than 28 days after the end of the month in which the deduction authorised under cl. 23.3(a) or 23.3(b) was made.

#### **23.4 Superannuation fund**

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in cl.23.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in cl.23.2 and pay the amount authorised under cl.23.3(a) and 23.3(b) to Combined Super or its successor, provided that the Employer is not required to become a participating employer.

### **24. Education of Employee's children**

- 24.1 The Employer will maintain its offer of a 30 per cent discount on student school fees for children of a full time Employee. A part-time Employee will be entitled to a pro rata school fee reduction.
- 24.2 An Employee 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. An Employee leaving employment with the Employer, whose children remain, will be required to pay the non-refundable Enrolment Charge, upon the Employee's departure. Fees can, by arrangement, be deducted from salaries, after tax.

### **25. Breakage and loss**

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

### **26. Accident pay**

- 26.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury 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 of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 26.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then:
- (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
- (i) annual leave;
  - (ii) Non-term weeks; or
  - (iii) paid personal/carer's leave, and

- (b) the Employee is not entitled to any payment or benefit in respect of any Non-term weeks which fall during the period that the Employee is in receipt of weekly payments under the WIRC Act.
- 26.3 In the event that an Employee, 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 Employee will take the accrued annual leave entitlement.
- 26.4 For the purposes of cl.26.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident pay, if applicable.

## Part 5—Hours of work and related matters

### 27. Ordinary hours of work

- 27.1 Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with cl.27—Ordinary hours of work
- 27.2 The ordinary hours of work may be averaged over a period of a fortnight or four weeks. The exception to this is a Curriculum/resources services Employee employed in outdoor education, whose hours of work may be averaged over a period of up to 12 months.
- 27.3 The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:
- (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:
    - (i) Classroom support services;
    - (ii) Curriculum/education resources;
    - (iii) Wellbeing services
    - (iv) School administration services; or
    - (v) School operational services—retail Employees only.
  - (b) On any day from Monday to Friday between 7.00 am and 7.00 pm for school operational services Employees in the following groups:
    - (i) Construction, plumbing, carpentry, painting and other trades;
    - (ii) Cleaning, maintenance, school facilities management;
    - (iii) Grounds and landscape; or
    - (iv) Bus driving/non-trade vehicle maintenance.
  - (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following Employees:
    - (i) ELC/childcare/out of school hours care services; or
    - (ii) Nursing services.
  - (d) On any day from Monday to Saturday between 6.00 am and 6.00 pm for Curriculum/education resources—outdoor education.
  - (e) On any day Monday to Sunday between 6.00 am and 6.00 pm for School operational services—security/caretaking and cooking, catering, housekeeping and laundry services only.

Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

**27.4 Reasonable additional hours**

- (a) The Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.
- (b) Where the Employee's hours are averaged:
  - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in cl.27.3, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
  - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Where the Employee's hours are not averaged:
  - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in cl.27.3, and do not result in the Employee working more than eight hours on that day; and;
  - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (d) Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (e) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this award or the NES.

**27.5 Breaks between periods of duty**

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in cl.27.5(a) and (b) do not apply to:
  - (i) an Employee who is attending a school camp or excursion; or
  - (ii) an Employee working a broken shift.

**28. Rostered days off**

**28.1 Agreement**

The Employer and an Employee may agree that the ordinary hours of work provided by cl.27—Ordinary hours of work will be worked over 19 days in each four week period, in which case the following provisions will apply.

**28.2 Arrangement**

- (a) The Employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- (b) An Employee will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take rostered days off.

- (c) Each day of paid leave taken by an Employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers' compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under cl.28.2(b).
- (d) Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.
- (e) An Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- (f) An Employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with cl.28.2(b).
- (g) An Employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with cl.28.2(b).
- (h) Rostered days off will be determined by mutual agreement between the Employer and the Employee, having regards to the needs of the place of employment.
- (i) An Employee will be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty.

## 29. Breaks

### 29.1 Meal break

An Employee will be entitled to an unpaid meal break of 30 minutes, which commences no later than five hours after the Employee commenced work on that day.

### 29.2 Rest break

- (a) An Employee is entitled to a rest break of 10 minutes for each period of three hours worked, with a maximum of two rest breaks per shift.
- (b) Where the Employee has an entitlement to two rest breaks, in place of the two 10 minute rest breaks:
  - (i) the Employer and the Employee may agree to one rest break of 20 minutes; or
  - (ii) the Employer may require one rest break of 20 minutes, where the Employee is engaged in classroom support services.
- (c) A rest break
  - (i) will be counted as time worked
  - (ii) will be taken at a time suitable to the Employer
  - (iii) will not be taken adjacent to a meal break, unless the Employee and the Employer agree.

## 30. Shiftwork

### 30.1 Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with cl.30.4.

### 30.2 Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in cl.27.3;



- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in cl.27.3;and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

### 30.3 Broken shifts

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

### 30.4 Rostering

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with cl.31—Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (d) Notwithstanding cl.30.4(c) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

## 31. Penalty rates

### 31.1 Shiftwork

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

### 31.2 Saturday and Sunday work

- (a) An Employee other than an Employee covered by cl.31.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
  - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
  - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a School operational services Employee in the cooking/catering group, who is not working averaged hours in accordance with the provisions of cl.27.2, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a

Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

- 31.3 The penalty rates within this clause and in cl.32—Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

## 32. Overtime

### 32.1 Overtime rates

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

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

- (b) Except that a Nursing services Employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.
- (c) Overtime will be calculated daily.

### 32.2 Time off instead of overtime payment

- (a) The Employer and an Employee may agree that an Employee will be provided with time off instead of being paid overtime.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

### 32.3 Make-up time

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

## Part 6—Leave and public holidays

## 33. Annual leave

### 33.1 NES entitlement

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

### 33.2 Annual leave entitlement

For each year of service with the Employer, a full-time Employee is entitled to four weeks' annual leave. This entitlement applies on a pro rata basis for a part-time Employee.

**33.3 Timing of annual leave**

- (a) The Employer may require an Employee to take annual leave during Non-term weeks.
- (b) Where cl.13 – Leave without pay during Non-term weeks applies to an Employee, the Employee must take annual leave during Non-term weeks. Annual leave is deemed to be taken in the four-week period immediately following the final Term week of the current School year, unless otherwise agreed in writing with the Employer.
- (c) The Employer may designate some of the Non-term weeks in the School year as shut down periods 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 Employee/s in writing, an Employee is required to take annual leave during shut down periods observed by the School.

**33.4 Crediting of annual leave**

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

**33.5 Annual leave re-credited by the NES**

An Employee employed pursuant to cl.33.2(b) may take annual leave re-credited in accordance with the NES only during Non-term weeks as directed by the Employer.

**34. Annual school closure**

- 34.1** Where the Employer closes the School between Christmas and New Year in a School year, the Employer will provide up to three days of paid leave to a full-time Employee who:
- (a) is entitled to four weeks' annual leave for each year of service, and
  - (b) would otherwise have worked on the day or days that the School is closed.

- 34.2** The entitlement in cl.34.1 applies to a part-time Employee on a pro rata basis.

**35. Annual leave loading**

- (a) During a period of annual leave, an Employee will receive a loading calculated on the rate of pay prescribed in Schedule B – Salaries of this Agreement. Annual leave loading is payable on leave accrued on the following bases:
  - (i) an Employee who would have worked on day work only had the Employee not been on annual leave - 17.5% of the Employee's ordinary rate of pay.
  - (ii) an Employee who would have worked on shift work had the Employee not been on annual leave - 17.5% of the Employee's ordinary rate of pay or the applicable shift loading, whichever is the greater.
- (b) The Employer will pay annual leave loading to the Employee with each salary payment throughout the School year by increasing the annual rate of pay as at the commencement of the School year, or as subsequently varied, by 1.342%.

**36. Personal/carer's leave**

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

- 36.2** An Employee, other than a casual Employee, is entitled to a paid personal/carer's leave entitlement, which includes both sick leave and carer's leave.
- 36.3** For a full-time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on the Employee's ordinary hours of work.
- 36.4** Paid personal leave is taken by an Employee because of a personal illness or injury.
- 36.5** Paid carer's leave is taken by an Employee 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.
- 36.6** 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.
- 36.7** A casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 36.8 Notice and evidentiary requirements**
- (a)** An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
  - (b)** An Employee is entitled to personal/carer's leave provided that:
    - (i)** the Employee produces a medical certificate from a Registered 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 Registered 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 Registered 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.

## **37. Compassionate leave**

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

- 37.2** An Employee may take up to three (3) days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when a member of the Employee's Immediate Family or household contracts or develops a personal injury or illness that poses a serious threat to life.
- 37.3** An Employee may request to take leave in addition to the entitlement provided by cl.37.2. Additional leave is granted at the Principal's discretion.
- 37.4** 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.
- 37.5** 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.

### **38. Community service leave**

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

#### **38.2 Jury service leave**

- (a) An Employee who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (b) An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c) An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (d) The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- (e) Subject to cl.38.2(b), (c) and (d), the Employer will reimburse an Employee granted leave pursuant to cl.38.2(a) an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

#### **38.3 Payment for emergency services leave**

- (a) An Employee 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 fulfil this commitment.
- (b) An Employee must notify the Employer in accordance with the NES requirements. An application for paid leave may be made before or after the Employees undertakes the community service activity.
- (c) The Employer will consider a request made pursuant to cl.38.3(b) having regard to the Employee's circumstances, and the effect of the request on the workplace or the business of the Employer, giving consideration to cost, lack of adequate replacement staff, loss of efficiency and the impact on operational requirements. The Employer will record the decision in writing.
- (d) 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.
- (e) An Employee may request paid leave in addition to the leave available under cl.38.3(a), which may be granted at the Principal's discretion.

### 39. Long service leave

- 39.1 Long service leave is as provided by the NES except where this Agreement provides ancillary or supplementary terms.
- 39.2 From 1 January 2016, an Employee is entitled to 13 weeks' long service leave upon the completion of 10 years of continuous employment. An Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment.
- 39.3 An Employee is entitled to apply to take 13 weeks' long service 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.
- 39.4 An Employee may apply to take accrued long service leave after completing seven years of continuous employment.
- 39.5 Where an Employee 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 Employee will be able to request long service leave when the Employee has an entitlement to long service leave which is equal to or greater than the number of working weeks in the term that the Employee is requesting leave for.
- 39.6 An Employee may apply to take long service leave for two or more terms on half-pay.
- 39.7 An Employee must apply in writing for long service leave no later than three months in advance of the date that the Employee proposes to take long service leave.
- 39.8 Where an Employee provides less than three months of the intention to take long service, the Principal has the discretion to approve leave applications in exceptional circumstances.
- 39.9 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.
- 39.10 An Employee is paid during long service leave in accordance with the *Long Service Leave Act 1992 (Vic)*, or its successor, unless Schedule D – Long Service Leave provides for payment in accordance with the NES.
- 39.11 Illness on long service leave
- (a) Subject to the requirements of cl.36 - Personal/carer's leave, an Employee, who becomes ill or suffers an injury during long service leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a Registered Medical Practitioner of the Employer's choice, provided the Registered Medical Practitioner is reasonably accessible to the Employee.
  - (b) The Employee's application under cl.36 - Personal/carer's leave:
    - (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;
- (iii) must indicate whether the Employee wishes to extend the long service leave by the period of 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.

## 40. Unpaid parental leave

### 40.1 NES

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

### 40.2 Application

- (a) Parental leave applies to an Employee, other than a casual Employee, unless the casual Employee is an eligible casual employee.
- (b) The Employer must not fail to re-engage a casual Employee, who is an eligible casual employee, because:
  - (i) the casual Employee or the casual Employee's spouse is pregnant; or
  - (ii) the casual Employee is or has been immediately absent on parental leave.
- (c) The rights of the Employer in relation to engagement and re-engagement of a casual Employee are not affected, other than in accordance with this clause.

### 40.3 Definitions

- (a) The following terms are defined by the NES: child, spouse.
- (b) For the purposes of this clause, an **eligible casual employee** means a casual Employee:
  - (i) 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
  - (ii) who, but for an expected birth or an expected placement of child would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (c) For the purposes of this clause, **continuous service** means service with the Employer 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 Employee had a reasonable expectation of continuing employment by the Employer.

### 40.4 Entitlement

- (a) An Employee, 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:
  - (i) up to 52 weeks of unpaid birth-related or adoption-related leave to be the primary care-giver of the child; or
  - (ii) up to eight weeks' unpaid parental leave, which is taken during the time that the Employee's spouse takes parental leave or during the first 12 months after the birth or adoption of the child (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.

- (b) In addition to the basic entitlement under cl.40.4(a)(i), an Employee 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 entitlement in ss.70 and 76 of the NES.
- (c) A period of unpaid parental leave does not break the Employee's continuity of employment but it does not count as employment or service.

**40.5 Right to request part-time work**

- (a) Subject to cl.40.5(b), an Employee entitled to parental leave pursuant to the provisions of the NES may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches school age to assist the Employee in reconciling work and parental leave.
- (b) An application pursuant to cl.40.5(a) must be made as soon as possible but no less than three weeks prior to the date upon which the Employee is due to return to work from parental leave.
- (c) The Employer shall consider any request made pursuant to cl.40.5(a) having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee'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.
- (d) An Employee's request and the Employer's decision made pursuant to cl.40.5(a) must be recorded in writing.

**40.6 Returning to work after a period of parental leave**

- (a) An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to the NES, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A part time Employee will be entitled to the same time fraction.
- (b) Where such position no longer exists but there are other positions available for which the Employee is qualified and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.

**40.7 Communication during parental leave**

- (a) Where an Employee 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:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee had before commencing parental leave; and
  - (ii) provide an opportunity for the Employee to discuss any significant effect that change will have on the status or responsibility level of the position the Employee had before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to return to work on a part-time basis.
- (c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employee's capacity to comply with cl.40.7(a).



## **41. Paid parental leave**

- 41.1** Where an Employee is granted unpaid parental leave in accordance with the Act and cl.40 – Unpaid parental leave of this Agreement to be the primary caregiver of a child, the Employee is entitled to paid parental leave:
- (a) equivalent to 14 weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of 14 weeks' unpaid birth-related leave commencing at or around the time of the birth of the child;
  - (b) equivalent to 14 weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of 14 weeks' unpaid adoption-related leave commencing at or around the time of the placement of the child with the Employee.
- 41.2** The payment under cl.41.1 is paid at the time that salary payments are made. An Employee may request payment in full upon taking the leave, following the birth or placement of the child.
- 41.3** During the period of time that the Employee is in receipt of paid parental leave under cl.41.1, the Employee is entitled to accrue:
- (a) annual leave, as defined by the Act, which is included in the payment made under cl.41.1;
  - (b) personal/carer's leave, in accordance with cl.36 - Personal/carer's leave of this Agreement;
  - (c) long service leave, in accordance with cl.39 – Long service leave of this Agreement.
- 41.4** Where an Employee is granted unpaid concurrent leave at the time of the birth or placement of a child for adoption in accordance with the Act, the Employee is entitled to payment at the Employee's ordinary rate of pay for up to one week of the concurrent leave. The period of paid leave should preferably be taken as one week or as five days, taken within 60 days of the birth or placement of the child.
- 41.5** An Employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a subsequent period of paid leave pursuant to cl.41.1 or cl.41.4.
- 41.6** Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to cl.41.1.

## **42. Leave without pay**

An Employee may apply for leave without pay and/or for a further period of leave without pay, in addition to the periods of leave without pay during Non-term weeks pursuant to cl.13 - Leave without pay during Non-term weeks, which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay granted under this clause.

## **43. Infectious diseases leave**

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

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

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

#### **44. Examination leave**

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

#### **45. Qualification conferral leave**

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

#### **46. Public holidays**

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

##### **46.2 Payment for work on a public holiday**

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

##### **46.3 Substitution of public holidays**

- (a) By agreement between the Employer and an individual Employee, an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- (b) By agreement between the Employer and a majority of Employees, an alternate day may be taken as a public holiday in the workplace in lieu of any of the days specified by the NES.
- (c) The agreement made pursuant to cl.46.3(a) or (b) will be recorded in writing and made available to the affected Employee/s.
- (d) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

Yarra Valley Grammar General Staff Agreement 2015

EXECUTED as an agreement this 1 day of December 2015

EMPLOYER REPRESENTATIVE

Signed:

Jane A. Macneil

Date:

1/12/15

Name in full (printed):

Jane A. Macneil

Address:

c/- 84-86 Keshide Road Ringwood

Position title:

Corporate Services Manager

Authority to sign explained:

Employer Representative

Witnessed by:

Andrew E. Hocking

Witness name in full:

ANDREW E. HOCKING

Witness address:

c/- 84-86 KALINDA RD, RINGWOOD.

EMPLOYEE REPRESENTATIVE

Signed:

Natalie Wall

Date:

1 December 2015

Name in full (printed):

NATALIE WALL

Address:

c/- Yarra Valley Grammar

Position title:

PAYROLL OFFICER - Staff Representative

Authority to sign explained:

Witnessed by:

Philip Champion

Witness name in full:

PHILIP CHAMPION

Witness address:

c/o Yarra Valley Grammar

## Schedule A— Classifications

### A.1 Definitions

#### A.1.1 Definition 1: Supervision

**Close supervision:** clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

**Routine supervision:** direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

**General direction:** direction is provided on the assignments to be undertaken, with the Employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.

**Broad direction:** direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. Performance will be measured against objectives.

#### A.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) **Year 12**

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

(b) **Trade certificate**

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

(c) **Post-trade certificate**

A course of study over and above a trade certificate and less than a Certificate IV.

(d) **Certificates I and II**

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

(e) **Certificate III**

A course that provides a range of well-developed skills and is comparable to a trade certificate.

(f) **Certificate IV**

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

(g) **Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

(h) **Advanced diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

(i) **Degree**

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

(j) **Postgraduate degree**

A recognised postgraduate degree, over and above a degree as defined above.

NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

**A.1.3 Definition 3: Classification dimensions**

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

**A.2 Classifications**

**A.2.1 Level 1**

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

- (a) Competency**  
Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.
- (b) Judgment, independence and problem solving**  
The Employee follows standard procedures in a predefined order. The Employee resolves problems where alternatives for the Employee are limited and the required action is clear or can be readily referred to a more senior Employee.
- (c) Level of supervision**  
Close supervision or, in the case of more experienced Employees working alone, routine supervision.
- (d) Training level or qualifications**  
An Employee is not required to have formal qualifications or work experience upon engagement. An Employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the Employees with whom the Employee will be working.

- (e) **Typical activities**
- (i) **Classroom support services grade 1**
- Providing general assistance of a supportive nature to Teachers, as directed
  - Assisting student learning, either individually or in groups, under the direct supervision of a higher level general Employee or a Teacher
  - Assisting with the collection, preparation and distribution of classroom materials
  - Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
  - Assisting Teachers with the care of students on school excursions, sports days and other classroom activities
  - *Occupational equivalent:* Teacher aide/assistant, integration aide/assistant
- (ii) **Preschool/childcare services grade 1**
- Learning and implementing the policies, procedures and routines and the requisite basic skills
  - Learning how to establish relationships and interacting with children
  - Attending to the physical, social and emotional needs of children on an individual or group basis
  - Assisting in the development of good relations with families attending the facility
  - Performing basic duties, including food preparation, cleaning or gardening
  - *Occupational equivalent:* childcare assistant, outside school hours assistant, ELC assistant
- (iii) **School administration services grade 1**
- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
  - Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
  - Performing a reception function, including providing information and making referrals in accordance with school procedures
  - Carrying out minor cash transactions including receipting, balancing and banking
  - Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering
  - *Occupational equivalent:* clerical assistant, data entry operator, front desk/reception assistant
- (iv) **School operational services grade 1**
- Performing general labouring tasks
  - Performing general gardening tasks, including preparing grounds and undertaking planting
  - Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
  - Performing basic gardening and outdoor maintenance
  - Performing basic maintenance
  - Performing a range of industrial cleaning tasks
  - Moving furniture and equipment
  - Assisting in a school retail facility, such as a canteen, uniform shop or book shop

- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the Employee's work
- Performing general laundry duties
- Performing general house assistant duties in a boarding house, such as cleaning
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- *Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyman, attendant, trades assistant

**A.2.2 Level 2**

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

Level 2 duties typically require:

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

- (e) Typical activities
- (i) Classroom support services grade 2
- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
  - *Occupational equivalent:* Teacher aide/assistant, integration aide/assistant
- (ii) Curriculum/resources services grade 1
- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
  - Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
  - Maintaining booking and repair/replacement systems for equipment
  - Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
  - Maintaining equipment and materials
  - Caring for fauna and flora
  - Preparing teaching aids under direction
  - Preparing standard solutions and less complex experiments
  - Assisting students and Teachers to use the catalogue and/or locate books and resource materials
  - Explaining the function and use of library and library equipment to students
  - Under direction, assisting teaching staff to take story groups
  - Searching and identifying fairly complex bibliographic material organising inter-library loans
  - Answering ready references inquiries
  - Operating a wide range of audio-visual or computer equipment
  - Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
  - Providing technical support to Teachers
  - Recording materials by means of sound and photographic equipment, etc.
  - Evaluating and making recommendations for the purchase of technical or computer equipment
  - Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
  - Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
  - Ordering supplies and materials
  - Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
  - Assisting with the design/demonstration of experiments and scientific equipment, as directed
  - *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant
- (iii) ELC/childcare services grade 2
- Assisting in the implementation of the children's program under supervision
  - Assisting in the implementation of daily care routines
  - Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
  - Understanding and working according to the policies and procedures associated with the children's program



- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
- Demonstrating knowledge of hygienic handling of food and equipment
- *Occupational equivalent:* childcare assistant, ELC assistant
- (iv) **Wellbeing services grade 1**
  - Providing first aid services, as the designated first aid officer in the school
  - *Occupational equivalent:* first aid officer
- (v) **School administration services grade 2**
  - Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
  - *Occupational equivalent:* clerical assistant
- (vi) **School operational services grade 2**
  - Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
  - Undertaking general gardening tasks including the preparation and planting procedures
  - Laundry duties requiring the application of limited discretion
  - Operating, maintaining and adjusting turf machinery under general supervision
  - Applying fertilizers, fungicides, herbicides and insecticides under general supervision
  - Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
  - Driving a bus with a carrying capacity of 25 or more passengers
  - *Occupational equivalent:* non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

### A.2.3 Level 3

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

#### (a) Competency

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

#### (b) Judgment, independence and problem solving

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

#### (c) Level of supervision

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

#### (d) Training level or qualifications

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

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

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

(e) **Typical activities**

(i) **Classroom support services grade 3**

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

(ii) **Curriculum/resources services grade 2**

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

(iii) **Preschool/childcare services grade 3**

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

- (iv) **School administration services grade 3**
- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
  - Managing enquiries from students, parents, Employees and the general public
  - Entering financial data into computers and preparing financial and management reports for review and authorisation
  - Preparing and processing payroll within routines, methods and procedures
  - Undertaking bank and ledger reconciliations
  - Assisting with preparation of internal and external publications
  - Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
  - Preparing government and statutory authority returns for authorisation
  - *Occupational equivalent:* administration assistant, office supervisor, accounts clerk, school secretary (small school)
- (v) **School operational services grade 3**
- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
  - Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
  - Responsibility for operating the school canteen, uniform shop or book shop, including supervision of Employees and volunteers
  - Cooking duties including a la carte cooking, baking, pastry cooking or butchery
  - Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
  - Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
  - In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
  - Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
  - Responsibility for the security and basic maintenance of school property
  - *Occupational equivalent:* tradesperson, retail function co-ordinator, security officer, caretaker

**A.2.4 Level 4**

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

**(a) Competency**

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

- (b) **Judgment, independence and problem solving**  
Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The Employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.
- (c) **Level of supervision**  
Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with Employees at higher levels. May undertake stand-alone work.
- (d) **Training level or qualifications**  
Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
- (i) completion of a diploma level qualification with relevant work related experience;
  - (ii) completion of a Certificate IV with relevant work experience;
  - (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
  - (iv) completion of a Certificate III with extensive relevant work experience; or
  - (v) an equivalent combination of relevant experience and/or education/training.
- (e) **Typical activities**
- (i) **Curriculum/resources services grade 3**
    - Demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
    - Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of Teachers where discretion and judgment are required
    - In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
    - Liaising with Teachers on curriculum matters
    - Assisting careers advisor/counsellor
    - *Occupational equivalent:* senior technician in a library, laboratory or technology centre, careers placement officer
  - (ii) **ELC/childcare services grade 3A**
    - Exercises similar responsibilities as a grade 3 but an Employee at this level has a Diploma in Children's Services.
    - *Occupational equivalent:* childcare assistant, ELC assistant
  - (iii) **Wellbeing services grade 2**
    - Providing support and guidance to students
    - Providing welfare services to students
    - *Occupational equivalent:* student welfare officer
  - (iv) **School administration services grade 4**
    - Responsibility for the smooth and efficient financial administration of a small school
    - Responsibility for both secretarial and financial administration of a school office in a small school

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- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
  - Planning and setting up spreadsheets and database applications
  - Initiating and handling correspondence, which may include confidential correspondence
  - Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
  - Applying inventory and purchasing control procedures
  - Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
  - Controlling the purchasing and storage for a discrete function
  - Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
  - Preparing complex financial and administrative systems
  - Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
  - *Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), school development officer
- (v) **School operational services grade 4**
- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
  - Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
  - Deputising for the manager if absent, including undertaking all duties
  - In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
  - *Occupational equivalent:* advanced tradesperson,

### A.2.5 Level 5

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

(a) **Competency**

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

(b) **Judgment, independence and problem solving**

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

(c) **Level of supervision**

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

(d) **Training level or qualifications**

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

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- (i) completion of a degree without subsequent relevant work experience;
  - (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
  - (iii) completion of a diploma qualification and at least two years' subsequent relevant work experience;
  - (iv) completion of a Certificate IV and extensive relevant work experience;
  - (v) completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
  - (vi) an equivalent combination of relevant experience and/or education/training.
- (e) **Typical activities**
- (i) **Curriculum/resources services grade 4**
    - Providing specialist technical advice, direction and assistance in the Employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level
    - *Occupational equivalent:* professional assistant
  - (ii) **Preschool/childcare services grade 4**
    - Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
    - Responsibility for the direction and general supervision of lower level Employees
    - Ensuring a safe environment is maintained for children and Employees
    - Ensuring that records are maintained accurately for each child in the Employee's care
    - Developing, implementing and evaluating daily care routines
    - Ensuring adherence to the policies and procedures
    - Liaising with families
    - *Occupational equivalent:* childcare assistant
  - (iii) **School administration services grade 5**
    - Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
    - Providing designated support to senior management and associated committees concerning designated aspects of school management
    - Overseeing the operations of the school's office and other administrative activities
    - Ensuring deadlines and targets are met
    - Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
    - Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
    - *Occupational equivalent:* human resources officer, school development officer
  - (iv) **School operational services grade 5**
    - Managing a range of functions
    - *Occupational equivalent:* assistant property manager (large school), property manager (medium school)

### A.2.6 Level 6

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

- (a) **Competency**
- (i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
  - (ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
  - (iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
  - (iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
  - (v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.
- (b) **Judgment, independence and problem solving**  
Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.
- (c) **Level of supervision**  
In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general Employees. Supervision is present to review established objectives.
- (d) **Training level or qualifications**  
Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
- (i) a degree with subsequent relevant experience;
  - (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
  - (iii) an equivalent combination of relevant experience and/or education/training.
- (e) **Typical activities**
- (i) **ELC/childcare services grade 5**
    - *Occupational equivalent:* operating as the assistant director:
    - Responsibility for co-ordinating and directing the activities of Employees, including the Employees engaged in the implementation and evaluation of developmentally appropriate programs
    - Contributing, through the director, to the development of the facility or policies and procedures
    - Co-ordinating operations, including occupational health and safety, program planning, staff training
    - Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues
    - *Occupational equivalent:* operating as the co-ordinator:

- Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising Employees, trainees and students on placement and assisting in administrative functions
- (ii) **Wellbeing services grade 3**
  - Performing guidance and counselling, within defined accountabilities
  - Providing specialist health services and/or therapy services to students
  - *Occupational equivalent:* psychologist, speech therapist, occupational therapist
- (iii) **Nursing services grade 1**
  - Providing primary nursing care with its associated administrative responsibilities
  - *Occupational equivalent:* school nurse
- (iv) **School administration services grade 6**
  - Operating and being responsible for a structurally and/or operationally defined section
  - Providing professional advice to students and Employees on the Employee's area of expertise
  - Responsibility for professional development of other Employees
  - Contributing to operational and strategic planning in the area of responsibility
  - *Occupational equivalent:* public relations manager/director, school development manager
- (v) **School operational services grade 6**
  - Managing a range of functions
  - *Occupational equivalent:* property manager

**A.2.7 Level 7**

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

Broad direction. May manage other Employees including general Employees.

**(d) Training level or qualifications**

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

- (i) a degree with at least four years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or



- (iii) an equivalent combination of relevant experience and/or education/training.
- (e) Typical activities
  - (i) ELC/childcare services grade 6
    - Responsibility as a director, being responsible for the overall management and administration of the facility, including:
    - Supervising the implementation of developmentally appropriate programs for children
    - Recruiting staff in accordance with relevant regulations, as directed by the Principal
    - Maintaining day-to-day accounts and handling all administrative matters
    - Ensuring that the facility adheres to all relevant regulations and statutory requirements
    - Ensuring that the facility meets or exceeds quality assurance requirements
    - Liaising with families and outside agencies
    - Formulating and evaluating annual budgets
    - Providing professional leadership and development to Employees
    - Developing and maintaining policies and practices for the facility
    - *Occupational equivalent:* childcare centre director
  - (ii) Wellbeing services grade 4
    - Managing counselling services with more than one psychologist under supervision
    - *Occupational equivalent:* head of school counselling, senior therapist
  - (iii) Nursing services grade 2
    - Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties
    - *Occupational equivalent:* school nurse

## Schedule B— Salaries

### B.1 Annual rates of pay

- (a) At the commencement of this Agreement, the Employer will pay an adult Employee not less than minimum wage specified by cl.15 – Minimum wages of the Award, plus three per cent.
- (b) From 1 January 2016, the Employer will classify an Employee in accordance with the classification structure set out in Schedule A – Classifications of this Agreement and will pay an adult Employee not less than the salary specified for the Employee’s position from the first pay period commencing on or after 1 January 2016 in the following table.

Classification Level	Salary effective from the first pay period commencing on or after the specified date		
	1 January 2016	1 August 2016	1 August 2017
	\$	3% \$	3% \$
<b>Level 1</b>			
1.1	45,320.00	46,679.60	48,079.99

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1.2	47,380.00	48,801.40	50,265.44
1.3	49,440.00	50,923.20	52,450.90
<b>Level 2</b>			
2.1	50,470.00	51,984.10	53,543.62
2.2	53,045.00	54,636.35	56,275.44
2.3	53,560.00	55,166.80	56,821.80
<b>Level 3</b>			
3.1	54,590.00	56,227.70	57,914.53
3.2	55,620.00	57,288.60	59,007.26
3.3	56,650.00	58,349.50	60,099.99
<b>Level 4</b>			
4.1	57,680.00	59,410.40	61,192.71
4.2	59,740.00	61,532.20	63,378.17
4.3	61,800.00	63,654.00	65,563.62
<b>Level 5</b>			
5.1	62,830.00	64,714.90	66,656.35
5.2	65,920.00	67,897.60	69,934.53
5.3	69,010.00	71,080.30	73,212.71
<b>Level 6</b>			
6.1	72,100.00	74,263.00	76,490.89
6.2	75,190.00	77,445.70	79,769.07
6.3	78,280.00	80,628.40	83,047.25
<b>Level 7</b>			
7.1	87,550.00	90,176.50	92,881.80
7.2	92,700.00	95,481.00	98,345.43
7.3	97,850.00	100,785.50	103,809.07

- (c) The three per cent salary increase in salaries from the first pay period commencing on or after 1 August in 2016 and in 2017 will also be applied to the salary of any Employee who earns a salary greater than the salary specified for the Employee's classification.
- (d) Employer will review the salaries in Schedule 1 in March 2018. 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. It is proposed to advise Employees of the increase to apply from 1 August 2018 by 30 April 2018

**B.2 Annual rate of pay**

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

**B.3 Commencement level and progression**

- (a) An Employee's classification, including the pay point, as at the date of commencement of this Agreement will apply until 31 December 2015.

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- (b) For an Employee who is translated to the classification structure in Schedule A – Classifications of this Agreement on 1 January 2016, and there is more than one minimum pay point for a classification level, and where there is more than one minimum pay point for a classification level, an Employee will be eligible for movement to the next highest pay point within the classification level after each 12-month period from 1 January 2016, following a performance review which the Employer will complete before the end of the 12-month period.
- (c) For an Employee who commences employment after 1 January 2016 and where there is more than one minimum pay point for a classification level, an Employee will be eligible for movement to the next highest pay point within the classification level after each 12-month period, following a performance review which the Employer will complete before the end of the 12-month period.
- (d) Movement to the next pay point within a classification level will occur unless a review implemented by the Employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.
- (e) The commencement level for an Employee will be as follows:

<b>Classification</b>	<b>Commencement level</b>
School operations services grade 1	Level 1.1
School administration services grade 1	
Classroom support services grade 1	
ELC/childcare services grade 1	
Classroom support services grade 2	Level 2.1
Curriculum/resources services grade 1	
ELC/childcare services grade 2	
Wellbeing services grade 1	
School administration services grade 2	
School operational services grade 2	
Classroom support services grade 3	Level 3.1
Curriculum/resources services grade 2	
ELC/childcare services grade 3	
Boarding supervision services grade 2	
School administration services grade 3	
School operational services grade 3	

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Classification	Commencement level
Curriculum/resources services grade 3 ELC/childcare services grade 3A Wellbeing services grade 2 School administration services grade 4 School operational services grade 4	Level 4.1
Curriculum/resources services grade 4 ELC/childcare services grade 4 School administration services grade 5 School operational services grade 5	Level 5.1
ELC/childcare services grade 5 Wellbeing services grade 3 Nursing services grade 1 School administration services grade 6 School operational services grade 6	Level 6.1
Wellbeing services grade 4 Nursing services grade 2 ELC/childcare services	Level 7.1

**B.4 Junior Employees**

A junior Employee is to be paid at the following percentage of the appropriate adult rate of pay for the position performed.

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

## **Schedule C— Allowances**

### **C.1 Meal allowance**

Where an Employer requires an Employee to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the Employee. The exceptions to this are:

- (a) if an Employee could reasonably return home for a meal; or
- (b) if it is not possible to provide a meal, the Employer will pay a meal allowance of \$15.00 to the Employee.

### **C.2 On call and recall allowance**

#### **C.2.1 On call allowance**

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

#### **C.2.2 Recall allowance**

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

### **C.3 Uniform/protective clothing allowance**

**C.3.1** Where an Employer requires an Employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the Employee's duties, the Employer will provide the uniform or protective clothing.

**C.3.2** An Employee provided with uniform or protective clothing is responsible for the maintenance and laundering of the items.

**C.3.3** Where an Employee is required to work in the rain, the Employee will be supplied with adequate rainproof clothing.

## Schedule D — Long service leave

Schedule D reproduces the long service leave entitlement prescribed by the NES.

An Employee, other than an Employee, to whom one of Sch.G.1, G.2 or G.3 applies, is entitled to long service leave in accordance with the *Long Service Leave Act 1992* (Vic).

### G.1 Nurse

An Employee who would have been employed pursuant to the *Victorian Independent Schools – Nurses – Award 2003* (AW821844CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.32 - Long service leave.

#### Clause 32 – Long service leave

##### 32.1 Preamble

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

##### 32.2 Entitlement

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

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

##### 32.3 Termination of employment

32.3.1 A nurse who has completed more than 10 years' continuous employment with the employer and whose employment is terminated otherwise than by the death of the nurse is entitled to an amount of long service leave equal to one-fortieth of the period of the nurse's continuous employment since the last accrual of entitlement to long service leave under cl.32.2.

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

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

32.3.4 Where a nurse who has completed more than 10 years' continuous employment with an employer dies while still in continuous employment of such employer, the employer (in addition to any sum payable under cl.32.3.3 will pay to the nurse's personal representative in respect of any period of such continuous employment which is after the last accrual of entitlement to long service leave pursuant to cl.32.2.2 a sum equal to the amount of the nurse's ordinary pay for a period equalling one fortieth of such fractional period.

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

##### 32.4 Payment in lieu

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

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

**32.5 Mode of employment and payment**

32.5.1 A nurse whose service has been

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

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

32.5.2 A nurse whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average (i.e., mean) of the nurse's time fractions over the period of eligible service.

**32.6 Illness on long service leave**

32.6.1 Subject to the production of a supporting medical certificate in accordance with cl.31.3.4, a nurse who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the nurse is entitled to sick leave.

32.6.2 Subject to cl.32.6.1 the nurse's long service leave will be extended by the period of illness.

32.5.3 An exception to cl.32.6.2 is that an employer and a nurse may agree that the nurse will return from long service leave as planned with the period of illness increasing the nurse's accrued long service leave entitlement.

Cl.31 – Personal leave also provides for illness whilst on long service leave as follows.

**31.3.4**

(a) Subject to a nurse meeting the requirements specified by cl.31.3.4(b), a nurse is entitled to leave for personal injury and sickness in lieu of long service leave but only to the extent that the nurse is entitled to leave for personal injury and sickness.

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

**G.2 Clerical and Administrative Employee**

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

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

**27. Long service leave**

**27.1 Entitlement**

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

**27.2 Payment**

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

**G.3 School Assistant**

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

Cl.26 – Long service leave is as follows.

**26. Long service leave**

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

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

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