

# Waverley Christian College Inc. – Support Staff – Agreement 2007

## PART 1 – APPLICATION AND OPERATION OF AGREEMENT

### 1.0 TITLE

This Agreement is to be known as the Waverley Christian College Inc. – Support Staff - Agreement 2007 (the 'Agreement') and is an Employee Collective Agreement made pursuant to section 327 of the *Workplace Relations Act 1996* (Cth.).

### 2.0 ARRANGEMENT

The Agreement is arranged as follows.

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**3.0 COMMENCEMENT DATE AND PERIOD OF OPERATION**

- 3.1 This Agreement will be operative from the date of lodgement of the Agreement with the Workplace Authority.
- 3.2 The nominal expiry date of the Agreement is 3 years from the date of lodgement.

**4.0 PARTIES BOUND**

- 4.1 This Agreement binds:
  - (a) the Employer; and
  - (b) persons employed as 'Support Staff' (collectively 'the Employees') employed by the Employer.

**5.0 RELATIONSHIP TO AWARDS**

This Agreement fully excludes all Award conditions, including all Protected Award Conditions.

**6.0 DEFINITIONS**

Act	means the <i>Workplace Relations Act</i> (Cth.) 1996 or its successor
Award	means the following: <ul style="list-style-type: none"> <li>• Victorian Independent Schools - School Assistants - Award 1998</li> <li>• Educational Services - Early Childhood Assistants - Victoria - Award 1999</li> </ul> and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Casual Employee	means an Employee employed pursuant to clause 8.6 of this Agreement
Employee	means a person employed as Support Staff
Employer	means Waverley Christian College Inc. (ABN: 48847193961)
Fixed Term Employee	means an Employee employed pursuant to clause 8.5 of this Agreement

Full Time Employee	means an Employee employed pursuant to clause 8.3 of this Agreement
Kindergarten Assistant	means an employee who performs general duties and duties with children, under the general direction of a Kindergarten Teacher
Part Time Employee	means an Employee employed pursuant to clause 8.4 of this Agreement
Principal	means Principal of Waverley Christian College Inc. or his or her nominee
Protected Award Conditions	<p>means the terms of an Award, as in force from time to time, to the extent that those terms are about any of the following matters:</p> <ul style="list-style-type: none"> <li>i. rest breaks;</li> <li>ii. incentive-based payments and bonuses;</li> <li>iii. annual leave loadings;</li> <li>iv. observance days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days;</li> <li>v. days to be substituted for, or a procedure for substituting, days referred to in iv. above;</li> <li>vi. monetary allowances for: <ul style="list-style-type: none"> <li>A) expenses incurred in the course of employment; or</li> <li>B) responsibilities or skills that are not taken into account in rates of pay for employees; or</li> <li>C) disabilities associated with the performance of particular tasks or work in particular conditions or locations</li> </ul> </li> <li>vii. loadings for working overtime or for shift work;</li> <li>viii. penalty rates; and</li> <li>ix. any other matter specified as a protected award condition in the <i>Workplace Relations Regulations 2006</i> (Cth.),</li> </ul> <p>including terms that are incidental to any of the above matters or machinery provisions in respect of any of the above matters</p>
School	means Waverley Christian College Inc. (ABN: 48847193961) trading as Waverley Christian College
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
School Assistant	means a person who is ancillary to the process of teaching and includes, but is not limited to, school counsellors, curriculum advisers, audiovisual coordinators, laboratory technicians and managers, library technicians, librarians, special education personnel, integration aides, computer and mathematics laboratory assistants, faculty administrators, language assistant and teacher aides

Support Staff	means a person employed as a School Assistant, a Kindergarten Assistant or a Uniform Shop Employee
Uniform Shop Employee	means a person employed to perform general duties within the uniform shop

## 7.0 DISPUTE RESOLUTION PROCEDURE

7.1 In relation to any matter arising out of this Agreement that may be in dispute ('the matter') between the Employer and the Employee ('the parties') as parties to this agreement, except matters relating to the actual or threatened termination of employment of the Employee, the parties:

- (a) will attempt to resolve the matter at the workplace level, including, but not limited to:
  - (i) the Employee and the Employee's manager or supervisor meeting and conferring on the matter; and
  - (ii) if the matter is not resolved at such a meeting, the parties arranging further discussions involving the Principal or his or her delegate (as appropriate); and
- (b) acknowledge the right of either party to be accompanied by a support person of their choice in relation to resolving the matter at the workplace level.

7.2 Where the process undertaken in 7.1 does not resolve the matter, the parties:

- (a) agree to allow either party to refer the matter to mediation or other alternative dispute resolution process to be conducted by a person agreed between the parties in dispute on the matter; and
- (b) agree that if either party refers the matter to alternative dispute resolution both parties will participate in the alternative dispute resolution in good faith; and
- (c) acknowledge the right of either party to appoint in writing, another person to act on behalf of the party in relation to the alternative dispute resolution process.

7.3 Where the parties are unable to agree on the person to conduct the mediation or other alternative dispute resolution process in 7.2, the parties acknowledge that either party can notify the Industrial Registrar of the Australian Industrial Relations Commission. In this case, the Industrial Registrar will provide the parties with information about options for resolving the dispute.

7.4 In the event that the parties are unable to resolve the matter after utilising the processes in 7.1, 7.2 and 7.3, either party may refer the matter to the Australian Industrial Relations Commission. At the time of referral, the parties will determine the powers and functions to be given to the Commission under section 711 of the Act.

**7.5** The parties agree that during the time when the parties attempt to resolve the matter:

- (a)** the parties continue to work in accordance with their contract of employment unless the Employee has a reasonable concern about an imminent risk to the Employee's health or safety; and
- (b)** subject to relevant provisions of any state occupational health and safety law, even if the Employee has a reasonable concern about an imminent risk to the Employee's health or safety, the Employee must not unreasonably fail to comply with a direction by the Employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to perform; and

the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

## **PART 2 – EMPLOYMENT RELATIONSHIP**

### **8.0 MODES OF EMPLOYMENT**

**8.1** The Employer may employ an Employee as Full Time, Part Time, Fixed Term or Casual.

**8.2** The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

#### **8.3 Full Time Employee**

**8.3.1** The Employer may engage an Employee as Full Time in accordance with this Agreement.

**8.3.2** A Full Time Employee is one engaged to work for a full week each week of the School Year.

**8.3.3** A Full Time Employee will be paid not less than the rate of pay specified in the relevant schedule in accordance with the Employee's qualifications and experience.

#### **8.4 Part Time Employee**

**8.4.1** The Employer may engage an Employee as Part Time in accordance with this Agreement.

**8.4.2** A Part Time Employee is entitled to receive all entitlements under this Agreement on a pro rata basis based on the Employee's specified hours referred to in 8.4.3.

**8.4.3** The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs.

**8.4.4** Where a Part Time Employee is required to work additional hours to cover the absence of another Employee, the Employee will be entitled to a loading of 25% on the ordinary hourly rate of pay for these hours worked.

#### **8.5 Fixed Term Employee**

**8.5.1** An Employee may be employed on a replacement basis or for a specified period of time as Full Time or Part Time:

- to replace one or more Employees who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation;
- to replace an Employee whose employment has terminated after the commencement of the school year. The period of the appointment must not exceed the end of that school year;
- to replace an Employee who provided notice of termination of employment after the commencement of Term 4. The period of the appointment must not exceed the end of the following school year.

**8.5.2** A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed Part Time or where the Employee has been employed for a period less than 12 months.

**8.5.3** Upon engagement, the Employer must inform the Employee in writing:

- of the reason for the employment being temporary or for a specified term;
- the date of commencement of employment;
- the date of cessation of employment (if known); or
- the right(s) under this Agreement of any Employee being replaced.

**8.5.4** The termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 17.1 and 17.2.

**8.5.5** A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment (where the date of cessation of employment is stated at the time of appointment)
- redundancy
- long service leave

## **8.6 Casual Employee**

**8.6.1** The Employer may engage an Employee as Casual in accordance with this Agreement.

**8.6.2** A Casual Employee will be paid an amount of not less than 1/38<sup>th</sup> of the weekly rate of pay appropriate to the class of work performed by the Employee plus 25 per cent per hour worked.

**8.6.3** The employment of a Casual Employee may be terminated by at least 24 hours' notice by either party.

**8.6.4** A Casual Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- performance/conduct management
- redundancy
- remuneration packaging
- annual leave
- school holidays
- leave loading
- public holidays
- paid personal/carer's leave
- paid compassionate leave
- long service leave
- accident make-up pay
- parental leave (except where the Casual Employee is an Eligible Casual Employee as defined in the Act).

## **9.0 QUALIFYING PERIOD**

- 9.1 The employment of a new Employee employed by the School is contingent upon the satisfactory completion of a six month qualifying period.
- 9.2 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 provide the relevant notice of termination specified in clause 17.1 or any due process or performance management policies or procedures in place from time to time.
- 9.3 If the Employer is to terminate the Employee within the first six months of the Employee's employment commencing, the Employee is entitled to one week's notice or one week's salary in lieu of notice.
- 9.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give one week's notice.

## **10.0 HOURS OF WORK**

- 10.1 The ordinary hours of work for a Full Time Employee will be 38 in any one week averaged over a period of a month. The actual hours of work may vary from week to week, with hours of work in some weeks being greater or less than 38 hours.
- 10.2 In addition to the ordinary hours of work for a Full Time Employee (or the specified hours of work for a Part Time Employee), the Employer may require or request the Employee to attend School events such as the Annual General Working Bee, Staff Retreat, School Concert and Presentation Night. The rates of pay provided in Schedule 1 of this Agreement incorporate payment for attendance at these events.
- 10.3 The Employer may also require or request the Employee to work reasonable additional hours.

## **11.0 RATES OF PAY AND CLASSIFICATIONS**

### **11.1 Rates of Pay**

- 11.1.1 Rates of pay and classification scales are provided in the Schedules attached to this Agreement.
- 11.1.2 The rates of pay provided in Schedule 1 are effective from the first pay period commencing after the operative date of this Agreement. Rates of pay will be reviewed on an annual basis thereafter.
- 11.1.3 Where the Employer requires or requests the Employee to work hours additional to the Employee's nominal hours of work, which are averaged over a month, or the specified hours of work for a Part Time Employee, payment will be at the Employee's ordinary hourly rate of pay. All additional hours worked in accordance with this clause must be approved by the Employee's supervisor in advance. Payment under this clause will not apply where the additional hours are required for attendance at School events specified in 10.2.



## **11.2 Basic Guarantee**

To the extent necessary, the Employer and the Employee agree that the guarantee of basic rates of pay in the Act may be satisfied over a period of 12 months.

## **12.0 MEAL BREAKS**

An employee will not be required to work for more than 5 hours continuously without an unpaid 30 minute meal break.

## **13.0 REST PAUSES**

Where an Employee is required to work 5 hours or more, the Employee will be allowed a paid morning rest period of ten minutes between the second and third hour from starting time. Where the day's work exceeds seven hours from starting time, the Employee shall be allowed an afternoon rest pause of ten minutes to be taken during ordinary working hours at a time mutually convenient to the Employer and the Employee. An Employee who is responsible for supervising children may be required to continue such supervision during the rest periods.

## **14.0 REMUNERATION PACKAGING**

**14.1** Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared, to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with School policy, legislation and Australian Taxation Office rulings until otherwise advised.

**14.2** Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

## **15.0 SUPERANNUATION**

The Employer currently makes an employer superannuation contribution equivalent to 9 per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to Colonial First State First Choice Employer Superannuation Fund.

## **16.0 PAYMENT ARRANGEMENTS**

The Employer will pay salary by credit transfer to the Employee's nominated financial institution account on a fortnightly basis.

## **17.0 NOTICE OF TERMINATION**

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

- 17.1.1** Four weeks' notice in writing will be given by the Employer of the intention to terminate an Employee's employment. Such notice will be given wholly within the one school term.
- 17.1.2** In addition to the notice in 17.1.1, an Employee over 45 years of age at the time of being given notice with not less than five years of continuous service with the Employer will be entitled to an additional week's notice.
- 17.1.3** The Employer will make a payment in lieu of notice to the Employee if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- 17.1.4** In calculating any payment in lieu of notice in this clause, the Employee is entitled to receive payment in respect of the ordinary time they would have worked during the period of notice had the Employee's employment not been terminated.

### **17.2 Notice of termination by the Employee**

An Employee is required to provide four weeks' notice of termination in writing. Such notice is to be provided wholly within the school term.

### **17.3 Withholding of Monies**

- 17.3.1** Subject to 17.3.2, in the event that an Employee does not provide the full notice required by 17.2 or part thereof, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.
- 17.3.2** The Employer is not entitled to withhold any monies owing to an Employee to the extent to which it would result in the Employer failing to comply with the Australian Fair Pay and Conditions Standard.
- 17.3.3** For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee upon termination of employment from sources including (but not limited to) the following:
- (a) any amount over the basic periodic rate of pay applicable to the employee's classification under the Australian Pay and Classifications Scale; and
  - (b) any entitlement to a pro rata payment for school holidays;
  - (c) any entitlement to a pro rata payment of long service leave (notwithstanding any inconsistent provision of the Long Service Leave Act 1992 (Vic.); and
  - (d) any amounts owing to the employee for an unpaid bonus or allowance.
- 17.3.4** For the purpose of this clause, the Employer and the Employee agree that the basic periodic rate of pay may be satisfied over a period of 12 months.

### **17.3 Summary Dismissal**

The services of an Employee may be terminated without notice where that Employee is guilty of serious misconduct.

## **18.0 REDUNDANCY**

### **18.1 Definitions**

**Redundancy** occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be 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.

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

**Continuity of service** includes all service for which paid leave was applicable. Paid leave may include personal leave (sick leave and carer's leave), compassionate leave, school holidays and annual leave, long service leave and leave during which accident make-up payments are being received by the Employee. Periods of unpaid leave are not included, except at the discretion of the Employer.

### **18.2 Discussion before termination**

- (a) Where the Employer has made a definite decision that it no longer wishes the job the Employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Principal will hold discussions with the Employees directly affected.
- (b) The discussions will take place as soon as is practicable after the decision has been made and will include any reasons for the proposed terminations, the number and categories of Employees likely to be affected, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned. An Employee may invite a support person to accompany the Employee in these discussions.
- (c) The Principal will not be required to disclose confidential information during these discussions, the disclosure of which would be inimical to the Employer's interests.

### **18.3 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.

### **18.4 Severance Pay**

An Employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
Less than 1 years	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

**18.5 Leaving during notice**

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 18.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

**18.6 Alternative employment**

The Employer, in a particular redundancy case, may vary the general redundancy pay prescription if the Employer obtains acceptable alternative employment for an Employee acceptable to that Employee.

**18.7 Time off during notice period**

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

**18.8 Exemptions**

This clause will not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, or by performance/conduct management procedures, or to an Employee employed on a Causal basis or for a Fixed Term.

## PART 3 – LEAVE AND PUBLIC HOLIDAYS

### 19.0 ANNUAL LEAVE

- 19.1 Annual Leave is in accordance with Division 4 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.
- 19.2 An Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 19.3 An Employee must take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Employee works.

### 20.0 SCHOOL HOLIDAYS

- 20.1 An Employee is entitled to leave, which incorporates annual leave, during school holidays which is a time when the School is in a period of shut down or partial shut down. School holidays are announced in advance subject to 20.3. The annual salary for an Employee takes this period of additional leave into account.
- 20.2 An Employee is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 20.3 For the purpose of this clause, school holidays will be as determined by the Employer and announced prior to the commencement of a new School Year. School holidays will not be less than those mandated by the Victorian government for Victorian government schools.
- 20.4 An Employee who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any school year, will be paid on a pro rata basis during school holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the school holidays or at the time that employment is terminated. The formula to calculate an entitlement to school holidays in accordance with this clause is as follows:

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right\} - \text{School Holidays already paid}$$

### 21.0 LEAVE LOADING

- 21.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave.
- 21.2 An Employee who is employed for part of a school year is entitled to be paid leave loading as follows:

- 21.3 The Annual Rate of Pay will be the rate of pay applicable as at 1 December of that Year or at the time of termination should employment be terminated prior to 1 December.
- 21.4 An Employee who ceases employment with the Employer prior to the commencement of third term will not be entitled to leave loading.
- 21.5 The Employer will pay leave loading to an Employee with the first salary payment in December of that year.

## **22.0 PERSONAL LEAVE**

22.1 Personal leave is in accordance with Division 5 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.

### **22.2 Definitions**

In this clause the term **immediate family** means:

- spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person of the opposite sex to the Employee who lives with the Employee as his or her husband or wife on a bona fide domestic basis; and
- child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

### **22.3 Entitlement**

- 22.3.1 An Employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave. For a Full Time Employee the entitlement equates to 15 days per year of service. A Part Time Employee is entitled to sick and carer's leave on a pro rata basis based on hours worked.
- 22.3.2 A Part Time Employee will accrue personal leave on any hours worked in addition to the Part Time Employee's specified hours referred to in 8.4.3. This does not include additional hours required due to attendance at school events or to cover the absence of another Employee.
- 22.3.3 Paid **sick leave** is taken by the Employee because of a personal illness or injury.
- 22.3.4 Paid **carer's leave** is taken by the 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, injury, or an unexpected emergency affecting the member. A maximum of 10 days of paid carer's leave may be taken from the Employee's accrued personal leave entitlement in a School Year. Carer's leave, if not used in any year, does not accrue as a separate entitlement.
- 22.3.5 Where the Employee has exhausted the paid personal 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.

**22.3.6** 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.

**22.3.7** Personal leave accrues every fortnight on a pro rata basis.

**22.3.8** 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.

**22.3.9** An Employee is entitled to sick leave provided that:

- (a) the Employee produces a medical certificate from a registered health practitioner or statutory declaration to the employer for any absence of more than two consecutive days;
- (b) the Employee provides a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate;
- (c) the Employee produces a medical certificate from a registered health practitioner or a statutory declaration to the Employer where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

## **22.4 Additional entitlements**

### **22.4.1 Infectious Diseases Leave**

An Employee who is suffering from one of the infectious diseases known as:

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

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.

The Employee must also produce a medical certificate from a medical practitioner which specifically names the disease.

## **23.0 COMPASSIONATE LEAVE**

- 23.1** Compassionate leave is in accordance with Subdivision E, Division 5 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.
- 23.2** An Employee may take 3 days' paid leave per occasion when a member of the Employee's immediate family or household dies or when the Employee's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
- 23.3** This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
- 23.4** 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.

## **24.0 PUBLIC HOLIDAYS**

- 24.1** An Employee is entitled to public holidays as specified in the *Public Holidays Act* 1993 (Vic) and as gazetted by the Victorian Government from time to time.
- 24.2** Public holidays that occur during a period of leave for Employees in accordance with 20.1 do not create an additional entitlement.
- 24.3** By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- 24.4** The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.
- 24.5** An agreement made in accordance with 24.3 or 24.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

## **25.0 PARENTAL LEAVE**

- 25.1** Parental leave is in accordance with Division 6 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.

### **25.2 Entitlement**

An Employee, upon completion of twelve months of continuous service with the School, is entitled to up to 12 months unpaid parental leave (maternity, paternity and adoption leave) where the Employee is the primary caregiver of the child. A period of parental leave does not break the Employee's continuity of service but it does not count as service.

### **25.3 Right to request**

- 25.3.1** An Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee:



- (a) to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks;
- (b) to extend the period of long unpaid parental leave provided for in the Act by a further continuous period of leave not exceeding 12 months;
- (c) 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 responsibilities.

#### **25.4 Request to be considered**

The Employer shall consider the request 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 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.

#### **25.5 Employee's request and Employer's decision to be in writing**

An Employee's request and the employer's decision made under 25.3.1(a), 25.3.1(b) and 25.3.1(c) must be recorded in writing.

#### **25.3 Request to return to work part-time**

Where an Employee wishes to make a request under 25.3.1(c), such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the Employee is due to return to work from parental leave.

### **26.0 LONG SERVICE LEAVE**

**26.1** An Employee is entitled to long service leave in accordance with the *Long Service Leave Act 1992 (Vic.)* as amended from time to time. This Agreement will prevail over the Act in the event of any inconsistency.

#### **26.2 Entitlement**

**26.2.1** An Employee is entitled to long service leave of thirteen weeks upon the completion of fifteen years of continuous employment.

**26.2.2** An Employee is entitled to an additional four and one third weeks' long service leave for each additional five years of continuous employment with the Employer.

**26.2.3** The timing of taking of Long Service Leave will be negotiated between the Principal and the Employee for mutual advantage but will ordinarily be taken within twelve months of the entitlement falling due following fifteen years of employment. Pro rata long service leave may be taken upon the completion of ten years of continuous employment.

**26.2.4** In consultation about the timing of such leave, the Employer agrees to take into account the individual Employee's needs, in so far as they are compatible with the Employer's operational needs.

- 26.2.5** The period of long service leave will usually not be for less than a full term. In special circumstances, an application for a shorter period of long service leave will be considered by the Employer.
- 26.2.6** Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.
- 26.2.7** An Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Principal for the period of illness or injury to be treated as sick leave, with long service leave recredited to the Employee. An application must be made pursuant to 26.2.8. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.
- 26.2.8** The Employee's application:
- must be in writing and received by the Employer during the period of illness or injury;
  - must be accompanied by a medical certificate from a registered health practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
  - must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

### **26.3 Cashing out Long Service Leave**

- 26.3.1** Where the Employer and the Employee agree, an Employee who is entitled to long service leave may request in writing the cashing out of accrued long service leave entitlements to an amount negotiated with the Employer. This provision has the express effect of overriding section 74 of the *Long Service Leave Act 1992 (Vic.)*.

## **27.0 LEAVE WITHOUT PAY**

An Employee may apply for leave without pay 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. This provision expressly overrides the *Long Service Leave Act 1992 (Vic.)*.

## **PART 4 – OTHER EMPLOYMENT MATTERS**

### **28.0 ACCIDENT COMPENSATION**

#### **28.1 Accident Make Up Pay**

Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985* (Vic.) the Employer will pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of 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.

#### **28.2 Entitlements**

An Employee in receipt of weekly payments under the *Accident Compensation Act 1985* (Vic.) does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:

- (a) Annual Leave;
- (b) Personal Leave; or
- (c) Long Service Leave (notwithstanding section 63(2) or any other inconsistent provision of the *Long Service Leave Act 1992* (Vic.)).

The Employee is not entitled to any payment or benefit in respect of any school holidays which fall during such absence.

### **29.0 MEAL ALLOWANCE**

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 6 p.m. on any day, provided the Employee has worked for a minimum of five hours on that day.

### **30.0 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.

### **31.0 PROTECTIVE CLOTHING**

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

### **32.0 POLICIES, PROCEDURES AND GUIDELINES**

Policies, procedures or guidelines referred to in this Agreement do not form part of this Agreement and may be amended or varied by the Employer in its discretion.

## SCHEDULE 1

### Rates of pay – Employees

Level	Annual	Weekly	Hourly
G1/L1	\$30,060	\$576.08	\$15.1600
G1/L2	\$30,318	\$581.02	\$15.2900
G1/L3	\$30,575	\$585.96	\$15.4200
G1/L4	\$30,833	\$590.90	\$15.5500
G1/L5	\$31,051	\$595.08	\$15.6600
G1/L6	\$31,309	\$600.02	\$15.7900
G2/L1	\$31,528	\$604.22	\$15.9004
G2/L2	\$32,102	\$615.22	\$16.1899
G2/L3	\$32,676	\$626.22	\$16.4794
G2/L4	\$33,150	\$635.30	\$16.7184
G2/L5	\$33,725	\$646.32	\$17.0084
G2/L6	\$34,300	\$657.34	\$17.2984
G3/L1	\$34,300	\$657.34	\$17.2984
G3/L2	\$34,988	\$670.53	\$17.6454
G3/L3	\$35,684	\$683.86	\$17.9964
G3/L4	\$36,379	\$697.18	\$18.3469
G3/L5	\$36,800	\$705.25	\$18.5592
G3/L6	\$37,491	\$718.49	\$18.9077
G4/L1	\$36,379	\$697.18	\$18.3469
G4/L2	\$36,800	\$705.25	\$18.5592
G4/L3	\$37,491	\$718.49	\$18.9077
G4/L4	\$38,188	\$731.85	\$19.2592
G4/L5	\$38,899	\$745.48	\$19.6178
G4/L6	\$39,611	\$759.12	\$19.9769

#### **Part Time Salary**

An Employee engaged on a Part Time basis is entitled to a pro-rata amount of the appropriate Full Time salary based on specified hours.

#### **Casual Rate**

A Casual Employee is entitled to the hourly rate of pay appropriate for the class of work performed plus a loading of 25%.

#### **Weekly Rate**

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

## **SCHEDULE 2**

### **Support Staff Classification Structure**

#### **Classifying Support Staff**

Gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as "typical" at each of the grades. A position need not involve all the duties listed as "typical" of the grade nor are the typical duties the only ones which may be required. Even though a position may be classified under a particular grade, an employee may be paid under a higher grade depending on their level of responsibility and years of experience etc.

Upon engagement, an employer will inform a Support Staff Employee of the classification grade and the rate of pay applying to that classification.

The classifications detailed in this Schedule do not provide an exhaustive list of the types of Support Staff Employees that may be covered by this Agreement. Classifications that are not specified in this Schedule will be classified under the appropriate Grade in accordance with the general characteristics and duties of each Grade.

Employees will progress through the appropriate grade based on years of experience.

No Employee will suffer a reduction in wages as a result of the transition from the classification structure that existed prior to the operation of this Agreement to the structure outlined below.

### **Grade 1**

#### **General Positions**

Grade 1 covers, but is not limited to, the following classifications:

- Integration Aide
- Teacher Aide (includes, but is not limited to, Primary Teacher Aide and General Purpose Assistant)
- Science Laboratory Assistant
- Library Assistant
- Audio Visual Assistant
- Kindergarten Assistant
- Uniform Shop Co-ordinator

#### **Characteristics**

It is characteristic of this classification that the Support Staff Employee may be required to perform any combination of a wide range of routine functions under reasonably direct oversight but may, after gaining experience, exercise some degree of autonomy and exercise discretion.

#### **Typical duties**

The duties of positions at this level may include some or all of the following:

#### **Audio-Visual Assistant**

Routine tasks associated with the operation of a resource centre or in connection with the

maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio and video recording.

### **Library Assistant**

Performance of responsible tasks associated with the efficient operation of a library, including such tasks as:

- co-ordination of library operations
- explaining the function and use of the library and library equipment to students
- assist teachers and students to locate books and resource material
- processing books (marking, covering, repairing and shelving)
- accessioning
- recording library statistics
- stocktaking
- preparing display and graphic material
- supervising the operation of circulation systems
- following up overdue loans
- assisting teaching staff to take story groups
- assisting in evaluating and selecting equipment and supplies
- to actively pursue best practice in teaching/responsibility areas through professional development.

### **Science Laboratory Assistant**

The responsibilities and duties of this position include:

- simple maintenance of equipment and materials
- general care of fauna and flora
- setting up less complex experiments such as are typically conducted at years 7-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

### **Teacher Aide**

The responsibilities and duties of this position include:

- maintain records of books and materials distributed
- assist with the collection, preparation and distribution of teaching aids
- assist students with activities as directed by the classroom teacher.
- assist with clerical duties associated with normal classroom activities e.g. pupil records, collections, laminating, photocopying etc.
- collect and distribute stock and equipment
- assist teachers with care of children on school excursions, sports days, and other out of classroom activities.
- purchasing supplies as directed
- ensuring the classroom is properly cleaned and maintained
- where appropriate, provide additional supervision support in the Kinder department at lunchtime

### **Integration Aide**

The responsibilities and duties of this position include:

- provision of assistance to class teachers and specialist teachers in the

implementation of instructional programs

- provision of assistance to nominated student to facilitate learning
- provision of assistance to student on an individual or group basis in specific learning area
- modifying programs as necessary under supervision of teacher
- provision of assistance with communication particularly interpretation of instructions
- observing student and draw him/her to the attention of the teacher when necessary
- preparation of work, aids and equipment needed for sessions
- provision of basic physical and emotional care for student
- being informed as to specific condition of student
- observing protocols of privacy regarding specific information about student
- keeping relevant records as directed by teacher
- attending meetings with teachers where requested

### **Kinder Assistant**

The responsibilities and duties of this position include:

- assist in the setting up and cleaning up before and after classes
- assist students with activities whenever necessary
- assist the Kinder Teacher with P.E., Art, Craft, Creative Movement, Music, etc.
- assist with laminating, photocopying, and other administrative duties as required
- assist with playground supervision
- assist classes on excursions, in-house activities, etc

### **Uniform Shop Co-ordinator**

The responsibilities and duties of this position include:

- undertaking the basic financial responsibilities of the shop including sales transactions, reconciliations, bank deposit preparations purchases, payments to parents, commission calculation and general cash book keeping
- liaising with the College accounts department when required
- liaising with the school office on School Uniform issues and changes
- ordering uniform accessories from various suppliers when required
- coordinating the Second Hand Uniform Sale in the beginning of the school year and any volunteers required
- undertaking a stocktake at the end of the school year
- documenting inventory sold
- preparing notices and bulletin information to promote the shop, and informing parents of requirements for placing their uniforms in the shop
- determining sale prices based on item and quality
- coordinating volunteers to assist (where needed)
- displaying stock where practical

## **Grade 2**

Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification, but could also be gained from on the job relevant experience considered equivalent by the employer.

### **General Positions**

Grade 2 covers, but is not limited to, the following classifications:

- Library Technician
- Audio-Visual Technician
- Science Laboratory Technician

### **Characteristics**

It is characteristic of this classification that the Support Staff Employee may be required to perform any combination of a wide range of functions under direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.

### **Typical duties**

In addition to some or all of the Grade 1 duties, the duties of positions at this level may include some or all of the following:

#### **Library Technician**

The responsibilities and duties of this position include:

- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- under direction, assist teaching staff to take story groups
- searching and identifying fairly complex bibliographic material
- simple copy cataloguing
- filing catalogue cards
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

#### **Audio-Visual Technician**

The responsibilities and duties of this position include:

- operating and maintaining a wide range of equipment
- demonstrating and explaining the operation of equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc
- evaluating and making recommendations for purchase



### **Science Laboratory Technician**

The responsibilities and duties of this position include:

- manufacturing and servicing 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 Head of Department for the security of bacterial, viral or other like substances
- ordering supplies and materials

### **Grade 3**

Positions, the duties of which require, in addition to the knowledge and skills required at Grade 2 level, additional experience or knowledge such as would normally be gained from the completion of an additional year of post-secondary qualification but could also be gained from on the job relevant experience considered equivalent by the employer.

### **General Positions**

- Senior Library Technician
- Librarian
- Senior Laboratory Technician
- Laboratory Manager
- Senior Audio-Visual Technician
- Audio-Visual Co-ordinator

### **Characteristics**

It is an essential characteristic of a Support Staff Employee at this classification level that such an Employee is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of a Support Staff Employee classified as a Grade 1 or 2.

### **Typical duties**

In addition to some duties specified for lower level positions, the duties of positions at this level may include some or all of the following:

### **Senior Library Technician/Librarian**

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- in-charge of an identifiable functional unit (e.g. audio-visual)
- selection and ordering of periodicals

- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

#### **Senior A/V Technician/Laboratory Manager**

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

- production of resource material, eg. multi media kits, video and film clips
- teaching skills to teachers and individual students
- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

#### **Senior Laboratory Technician/Laboratory Manager**

- under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:
- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

#### **Grade 4**

Characteristics and duties as for Grade 3, but must be directly supervising at least two full-time staff or at least three staff if any staff are part-time.