



# DECISION

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

**Preshil - The Margaret Lyttle Memorial School**  
(AG2017/6259)

## PRESHIL AGREEMENT 2017

Educational services

COMMISSIONER WILSON

MELBOURNE, 13 APRIL 2018

*Application for approval of the Preshil Agreement 2017.*

[1] An application has been made for approval of an enterprise agreement known as the *Preshil Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Preshil - The Margaret Lyttle Memorial School. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Agreement lodged contained an error at clause A.4. On 5 April 2018, the Applicant filed an amended version of the Agreement pursuant to s.586 of the Act. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[5] 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 April 2018. The nominal expiry date of the Agreement is 31 December 2019.



COMMISSIONER

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## Annexure A

## IN THE FAIR WORK COMMISSION

**FWC Matter No.:**  
AG2017/6259

**Applicant:**  
Preshil – The Margaret Lyttle Memorial School

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, Marilyn Smith, Principal of Preshil – The Margaret Lyttle Memorial School give the following undertakings with respect to the Preshil Agreement 2017 ("the Agreement"):

1. I have the authority given to me by Preshil – The Margaret Lyttle Memorial School to provide these undertakings in relation to the application before the Fair Work Commission.
2. That the rates applying to junior employees as outlined in Sch.E.1.5 will only apply to junior employees at salary classification levels 1 and 2.
3. That where a general staff employee's ordinary hours of work as outlined in cl.53.3 of the Agreement contemplate Saturday and Sunday work, the penalties contained in cl.26.2 of the *Educational Services (Schools) General Staff Award 2010* (GS Award) (or the successor provision in the successor award) will apply.
4. That cl.27.2 – Time off instead of payment for overtime of the GS Award (or the successor provision in the successor Award) will apply and replace cl.59.2 of the Agreement.
5. That Sch.B.2.1 of the Agreement be replaced with:  
*"A casual Teacher can be engaged for a full day or half day and will be paid as follows:*

Effective from	Commencement of Agreement	1/10/18	1/04/19	1/10/19
Daily rate	\$353.03	\$359.20	\$364.60	\$371.00
Half day rate	\$176.51	\$179.60	\$182.30	\$185.50

6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
Signature: (Marilyn Smith)

11.4.18  
Date

## **Preshil Agreement 2017**

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## Part 1—Application and Operation

### 1. Title

This Agreement is to be known as the Preshil Agreement 2017 (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 31 December 2019.

### 3. Definitions and interpretation

<b>Act</b>	means the <i>Fair Work Act 2009</i> (Cth) or its successor
<b>Classroom support services</b>	means a General Staff 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
<b>Curriculum/resources services</b>	means a General Staff 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
<b>Employee</b>	means a person covered by this Agreement
<b>Employer</b>	means Preshil – The Margaret Lyttle Memorial School [ABN 12 004 248 631]
<b>Five year trained teacher</b>	means a teacher: <ul style="list-style-type: none"><li>• who has completed an undergraduate degree or a degree in education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or</li><li>• who has completed a degree in early childhood</li></ul>

	education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers
<b>Four year trained teacher</b>	<p>means a teacher:</p> <ul style="list-style-type: none"> <li>• who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university; or</li> <li>• who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or</li> <li>• who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers</li> </ul>
<b>FWC</b>	means the Fair Work Commission or its successor
<b>General Staff Employee</b>	means an Employee other than a Teacher who is covered by this Agreement
<b>Health Practitioner</b>	means a person registered under the <i>Health Practitioners Regulation National Law (Victoria) Act 2009</i> (Vic)
<b>Immediate family</b>	<p>means</p> <ul style="list-style-type: none"> <li>• 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 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 difference sexes); and</li> <li>• child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee</li> </ul>
<b>Instructional services</b>	means a General Staff Employee, other than a qualified Teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff



<b>LSL Act</b>	means the <i>Long Service Leave Act 1992</i> (Vic) or its successor(s)
<b>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>NES</b>	means the National Employment Standards as contained in Part 2-2 of the Act
<b>Non-term weeks</b>	means weeks, or part thereof, in the School year other than term weeks and includes periods designated as school holidays for students. The total number of non-term weeks will not be less than the total number of non-term weeks gazetted for Victorian Government Schools
<b>Preschool/childcare services</b>	means a General Staff Employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood Teacher)
<b>Principal</b>	means the Principal of Preshil or his or her nominee
<b>School</b>	means Preshil – The Margaret Lyttle Memorial School [ABN 12 004 248 631]
<b>School administration services</b>	means a General Staff 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
<b>School operational services</b>	means a General Staff 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>

<b>School Teacher</b>	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Head of Campus, by whatever name called
<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, or Level 1 for a Teacher.
<b>Teacher</b>	means a School Teacher and an Early Childhood Teacher, unless separately specified
<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>Three year trained teacher</b>	means a teacher: <ul style="list-style-type: none"> <li>• who has completed an undergraduate degree or a degree in education that requires three years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching, and who has been granted permission to teach by the Victorian Institute of Teaching; or</li> <li>• who has completed a degree in early childhood education that requires three years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers</li> </ul>
<b>Victorian Institute of Teaching</b>	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic)
<b>Wellbeing services</b>	means a General Staff 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
<b>WIRC Act</b>	means the <i>Workplace Injury Rehabilitation Compensation Act 2013</i>

## **4. Coverage**

**4.1** This Agreement covers:

- (a) the Employer;
- (b) Teachers; and;
- (c) General Staff Employees.

**4.2** This Agreement does not cover:

- (a) a Principal;
- (b) a Head of Campus 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.

## **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* and the *Educational Services (Teachers) Award 2010*.

## **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 Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - (a) the Agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;

- (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
  - (c) the arrangement is genuinely agreed to by the Employer and Employee. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the Employer.
- 8.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Employee being better off overall at the time the agreement is made than the Employee would be if no arrangement was made.
- 8.3** The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Employer and Employee; and
  - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - (iv) states the day on which the arrangement commences.
- 8.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5** The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving not more than 28 days' 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 regarding major workplace change**

**9.1** This term 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 the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### ***Major 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) cll. 9.33 to 9.9 apply.

**9.3** The relevant employees may appoint a representative for the purposes of the procedures in this term.

**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 term 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 cll. 9.3 and 9.5 are taken not to apply.
- 9.9 In this term, 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.

***Change to regular roster or ordinary 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) cll. 9.11 to 9.15 apply.
- 9.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 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** As soon as practicable after proposing to introduce the change, 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) all relevant information about the change, including the nature of the change; 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 consideration to matters raised about the change by the relevant employees.

**9.16** For the purposes of cl.9.10 to 9.15, a School'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 a School's educational timetable directly results in a change to:

- (a) the number of ordinary hours of work of an Employee, or
- (b) the spread of hours over which the Employee's ordinary hours are required to be worked, or
- (c) the days over which the Employee is required to work,

cl.9.11 to 25.15 will apply.

**9.18** In this term:

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

## **10. Dispute resolution**

**10.1** If a dispute relates to:

- (a)** a matter arising under the Agreement, or
- (b)** the NES,

this clause sets out procedures to settle the dispute.

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

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

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

**10.5** The FWC may deal with the dispute in two stages:

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

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

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

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

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



## **Part 3— Conditions for all Employees**

### **11. Remuneration packaging**

- 11.1 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.
- 11.2 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.

### **12. Minimum employment period**

- 12.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period.
- 12.2 If the Employer is to terminate the employment of an Employee during the six month minimum employment period, 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.27 – Performance and conduct management.

### **13. Annual leave**

- 13.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.
- 13.2 Clauses 46 and 47 provide further details on conditions related to annual leave entitlements for Teachers.
- 13.3 For each year of service, a General Staff employee is entitled to 6 weeks of paid annual leave, inclusive of the shutdown period. The dates and duration of the shutdown period will be nominated by the School each year and will typically be 2 weeks in duration. The shutdown period will not be more than 3 weeks in duration.
- 13.4 **Timing of annual leave**
  - (a) A Teacher must take annual leave during Non-term weeks. Leave must generally be taken in the four-week period immediately following the final term week of the current school or preschool year, unless otherwise agreed with the Employer.
  - (b) The Employer may require a General Staff Employee to take their annual leave during Non-term weeks.
  - (c) The Employer may designate some of the Non-term weeks as a shutdown period in which the operations of the School may be closed or

operate at minimum staffing levels. A General Staff Employee must generally take an amount of annual leave during a shutdown period.

### **13.5 Crediting of annual leave**

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

## **14. Personal/carer's leave**

- 14.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 14.2 An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- 14.3 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 their ordinary hours of work.
- 14.4 A full-time Teacher or General Staff Employee engaged in the classroom support services stream accrues personal/carer's leave as follows:
  - (a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or
  - (b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,
- 14.5 Subject to cl.14.4, all other General Staff Employees accrue personal/carer's leave progressively during a year of service according to the employee's ordinary hours of work.
- 14.6 Paid personal leave is taken due to a personal illness or injury.
- 14.7 Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 14.8 Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

**14.9** 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.

**14.10** 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 Health Practitioner or a statutory declaration to the Employer for any absence of more than two consecutive days;
  - (ii) the Employee provides a medical certificate from a Health Practitioner or a statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;
  - (iii) the Employee produces a medical certificate from a Health Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one School year.

**15. Compassionate leave**

- 15.1** Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 15.2** 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 contracts or develops a personal injury or illness that poses a serious threat to life.
- 15.3** Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
- 15.4** The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

**16. Community service leave**

- 16.1** Community service leave is provided for in the NES

## **16.2 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.16.2(b), (c) and (d), the Employer will pay an Employee granted leave pursuant to cl.16.2(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.

## **17. Public holidays**

**17.1** Public holidays are provided for in the NES.

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

A General Staff 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.

### **17.3 Substitution of public holidays**

- (a) 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.
- (b) The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified days.
- (c) An agreement made in accordance with this clause must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages record kept by the Employer.

**17.4** Public holidays that fall during Non-term time for Teachers, or leave without pay for General Staff Employees (not including annual leave) do not create a separate entitlement.

## 18. Long service leave

- 18.1** An Employee is entitled to long service leave in accordance with the NES, or where applicable, the *Long Service Leave Act 1992* (Vic.) as amended from time to time. The School and an Employee may agree when the Employee is to take the leave.
- 18.2** Long service leave will accrue at the rate of 1.3 weeks per annum.
- 18.3** An Employee is entitled to long service leave of 9.1 weeks upon the completion of 7 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 with the Employer.
- 18.4** Where employment ceases at the initiative of the Employer, accrued long service leave will be paid in lieu after five years of continuous employment. Where an Employee resigns, accrued long service leave will be paid in lieu after seven years of continuous employment.
- 18.5** An Employee may request his or her Employer to grant the Employee long service leave twice as long as the amount to which the Employee would otherwise be entitled, and at a rate of pay equal to half the Employee's ordinary rate of pay.
- 18.6** An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 18.7** A General Staff 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. However, where the NES provides an employee with a higher payment for long service leave, the NES entitlement will apply
- 18.8** A Teacher, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:

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

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

## 18.9 Illness on Long Service Leave

18.9.1 Subject to the requirements of cl.18.9.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury to be treated as sick leave, with long service leave recredited to the Employee. 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.

18.9.2 The Employee's application;

- i. must be received by the Employer during the period of illness or injury;
- ii. must be in writing unless the injury or illness is such that the Employee is unable to write.
- iii. must be accompanied by certificate from a Medical practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- iv. 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.

## **19. Parental leave**

**19.1** Parental leave is in accordance with the NES (Division 5 of part 2-2 of the Act) except where more favourable terms are provided in this Agreement.

### **19.2 Eligibility**

**19.2.1** To be entitled to parental leave, an Employee must have completed at least 12 months' continuous service with the Employer immediately before the expected date of birth, or birth, or placement of the child.

**19.2.2** Parental leave is available to both Employees who are part of an "employee couple" (i.e. where both parents are employed, not necessarily by the same employees).

### **19.3 Entitlement**

**19.3.1** An eligible Employee who has or will have responsibility for the care of the child, is entitled to a maximum of 24 months' unpaid parental leave associated with:

- (a) the birth of a child of the Employee's spouse or de facto partner (including former spouse or de facto partner); or
- (b) the placement of a child under 16 years of age with the employee for adoption.

### **19.4 Rules for taking parental leave**

**19.4.1** Where only one Employee (or only one member of an Employee couple) takes parental leave:

- (a) parental leave must be taken in a single continuous period (paid leave such as annual leave may be taken at the same time and will reduce the overall entitlement of parental leave);
- (b) parental leave starts at the birth or placement of the child or in the case of a pregnant Employee, up to six weeks before the expected due date of birth;
- (c) parental leave may start at any time within 12 months after the birth or placement of the child if:
  - (i) the Employee has a spouse or de facto partner who is not an employee; and
  - (ii) the spouse or de facto partner has responsibility for the care of the child.

**19.4.2** Where both members of an "Employee couple" take leave:

- (a) both employees may at the same time each take up to eight weeks' parental leave ('concurrent leave') (reducing their overall entitlement), two weeks of which is paid by the Employer at their ordinary rate of pay

and the remaining weeks unpaid, within the first 12 months of the birth or placement of a child;

- (i) remaining leave must be taken separately in a single continuous period (paid leave such as annual leave may be taken at the same time), but for the remainder of concurrent leave which can be taken pursuant to the NES;
- (ii) if the Employee who takes leave first is pregnant or gives birth, they may start their leave up to six weeks before the expected date of birth;
- (iii) if the Employee who takes leave first is not pregnant, they must start their parental leave on the date of birth or placement of a child;
- (iv) the second employee must start their leave immediately after the first employee's leave finishes; and
- (v) they are entitled to no more than 36 months parental leave between them.

#### **19.4.3 Parental leave to coincide with school terms**

Where possible, parental leave should commence on the day following the first day of the next school term and conclude on the day proceeding the first day of a school term. In order to facilitate this, the Employer, where necessary, will extend the period of unpaid parental leave beyond the maximum entitlement should an Employee agree to return from parental leave on the commencement of the school term immediately following the taking of parental leave.

#### **19.4.4 Paid Parental Leave**

- (a) Where an Employee is granted parental leave to be the primary care giver of the child, the Employee is entitled to fourteen (14) weeks' paid leave at their ordinary rate of pay.
- (b) If the Employee's parental leave is less than fourteen (14) weeks, the Employee's entitlement to paid parental leave will be reduced to the period of parental leave taken.
- (c) Paid parental leave cannot be taken concurrently with other paid leave.
- (d) Any entitlement to a subsequent period of paid parental leave will be subject to the completion of a further period of 12 months of continuous paid service, as defined by ss.22(1) – (3) of the Act.

#### **19.4.5 Paid Partner Leave**

An Employee, who has completed at least 12 months' continuous service with the Employer as at the date of the birth or placement of the child and takes concurrent leave of at least two (2) weeks, will be paid for those weeks.



#### **19.4.7 Pre-Adoption leave**

An employee who is adopting a child can take up to two days of pre-adoption leave for necessary adoption interviews or examinations (unless they are required to take other leave they have available). The Employee must give notice of their intention to take unpaid pre-adoption leave and, if required, provide reasonable evidence of the purpose of the leave.

#### **19.4.8 Notice and evidence**

- (a)** Before taking parental leave, an Employee must:
  - (i)** inform the Employer of their intention to take unpaid parental leave by providing at least 10 weeks written notice (unless it is not possible to do so, or the Employee is taking a second or subsequent period of concurrent leave, at which point they are required to provide 4 weeks' notice)
  - (ii)** specify the intended start and end dates of the leave
  - (iii)** at least four weeks before the intended start date:
    - confirm the intended start and end dates; or
    - advise the Employer of any changes to the intended start and end dates (unless it is not possible to do so).
- (b)** The Employer may require evidence of the accrual or expected date of birth of a child (e.g. a medical certificate), or the day or expected day of placement of a child under 16.

#### **19.4.9 Return to work guarantee**

- (a)** When an Employee wishes to return to work after parental leave:
  - (i)** the Employee is entitled to return to the same position they held before taking parental leave; and
  - (ii)** if the pre-parental leave position no longer exists, the Employee is entitled to return to an available position for which he or she is qualified and suited that is nearest in status and pay to the pre-parental leave position.
- (b)** While the Employee is on parental leave, the Employer must keep the Employee informed of decisions that affect the status, pay or location of the Employee's position.

#### **19.4.10 Special Maternity Leave**

- (a)** An Employee can take 'special' maternity leave if she has:
  - (i)** a pregnancy-related illness, or
  - (ii)** a miscarriage or stillbirth within 28 weeks of the expected date of birth, or
  - (iii)** at the principals' discretion.

- (b) The Employee must:
  - (i) give notice that she is taking unpaid special maternity leave (this may be given after the leave has started);
  - (ii) advise the Employer of the period of leave (or expected period of leave); and
  - (iii) if required by the Employer, give reasonable evidence of the reason for the leave, which the Employer may require to be a medical certificate.

#### **19.4.11 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 will 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 of the Employee held before commencing parental leave; and
  - (ii) Provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee will 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 request to return to work on a part-time basis.
- (c) The Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this Agreement.

#### **19.4.12 Part time work**

- (a) 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 responsibilities.
- (b) Where an Employee makes a request under cl.19.4.12(a) to return to work from parental leave on a part-time basis, the request must be made in writing as soon as possible, ideally not less than ten weeks prior to the date upon which the Employee is due to return to work from parental leave.
- (c) The Employer will consider any request made pursuant to this clause having regard to the Employee's circumstances and, provided the request is genuinely based upon 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 the educational program.

## **20. Leave without pay**

- 20.1** A Teacher may apply for leave without pay which may be granted at the discretion of the Principal. A Teacher agrees that entitlements under this Agreement do not accrue during any period of leave without pay in excess of two (2) Term weeks.
- 20.2** A General Staff Employee may apply for a further period of leave without pay, in addition to the periods of leave without pay during Non-term weeks pursuant to cl.42, which may be granted at the discretion of the Principal. A General Staff Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay granted under this clause.

## **21. Infectious diseases leave**

- 21.1** 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.
- 21.2** 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.

## **22. 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.

## **23. Examination leave**

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

## **24. 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.

## **25. Withholding of monies**

**25.1** If an Employee fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the Employee on termination under this Agreement, 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.

**25.2** For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee from sources including (but not limited to) the following:

- (a) unpaid salary or wages
- (b) payment for any annual leave owing
- (c) any entitlement to a pro rata payment for long service leave on termination of employment
- (d) any amounts owing to the employee for an unpaid bonus or allowance.

## **26. Performance and conduct management**

### **26.1 Application**

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

- (a) where an Employee's employment is terminated during the minimum employment period pursuant to cl.12; or
- (b) for a casual Employee.

### **26.2 Performance Management**

- (a) Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
- (b) A formal performance management procedure will commence with the Employer advising the Employee in writing of:

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

### **26.3 Conduct Management**

- (a) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- (b) The Employer will advise the Employee in writing of:
- (i) the Employer's concern(s) with the Employee's conduct;
  - (ii) the time, date and place of the meeting to discuss the Employee's conduct;
  - (iii) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
  - (iv) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- (c) The formal conduct management meeting(s) will:
- (i) include discussion of the Employer's concern(s) with the Employee's conduct;
  - (ii) give the Employee an opportunity to respond to the Employer's concern(s).

- (d) Concern(s) with an Employee's conduct may be resolved by:
- (i) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
  - (ii) issuing the Employee with a warning or a final warning in writing;
  - (iii) terminating the employment of the Employee in accordance with the relevant notice provision;
  - (iv) other action, appropriate to the situation.

## 27. Redundancy

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

<u>Period of Continuous Service</u>	<u>Redundancy Pay</u>
Less than 1 year	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	8 weeks' pay
4 years and less than 5 years	10 weeks' pay
5 years and less than 6 years	12 weeks' pay
6 years and less than 7 years	14 weeks' pay
7 years and less than 8 years	16 weeks' pay
8 years and less than 9 years	18 weeks' pay
9 years and less than 10 years	20 weeks' pay
10 years and less than 11 years	22 weeks' pay
11 years and over	24 weeks' pay

### 27.2 Transfer to lower paid duties

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

### 27.3 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the NES period of notice. The Employee is entitled to receive the benefits and payments they would have

received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### **27.4 Job search entitlement**

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.
- (b) At the request of the Employer, the Employee must produce proof of attendance at an interview.
- (c) This entitlement applies instead of cl.38.4 and 57.6.

### **28. Payment of wages**

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

### **29. Superannuation**

#### **29.1 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.

#### **29.2 Employer contributions**

The Employer will make a superannuation contribution 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.

#### **29.3 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.29.2.
- (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.29.3(a) or 29.3(b) no later than 28 days after the end of the month in which the deduction authorised under cl.29.3(a) or 29.3(b) was made.

#### **29.4 Superannuation fund**

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in cl.29.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in cl.29.2 and pay the amount authorised under cl.29.3(a) and 29.3(b) to NGS Super or its successor, provided that the Employer is not required to become a participating employer.

### **30. Accident pay**

- 30.1 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 WIRC Act, the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of 39 weeks.
- 30.2 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 WIRC Act (where relevant) for the duration of any such absence:
- annual leave; or
  - paid personal/carer's leave.
- 30.3 The Employee is not entitled to any payment or benefit in respect of any Non term weeks for a Teacher or School Holidays for a General Staff Employee entitled to School Holidays which fall during the period that the Employee is in receipt of weekly payments under the WIRC Act.

### **31. Tuition fee discount**

- 31.1 This clause does not apply to fixed term or casual employees.
- 31.2 Employees, who were engaged on or after 22 January 2015, who enrol their children or dependents at Preshil shall be entitled to the following discounts on annual tuition fees:
- (a) full time employees receive 40% discount on tuition fees; and



- (b) part time Employees receive a pro rata discount in accordance with clauses 43.4 or 52.4.
- 31.3 If an Employee accepts the offer of a tuition fee discount for a child, then that child becomes ineligible for the award of a scholarship with tuition fee reduction or a sibling allowance.
- 31.4 The discount continues to apply if the staff member is on paid leave or unpaid parental leave. For any other form of unpaid leave, the continuation of the discount is at the Principal's discretion.
- 31.5 The offer of a tuition fee discount is made on the condition that the Employee pays the remaining 60% of tuition fees and 100% of charges by salary arrangement, with the fees and charges payable in full by 31 December of each year.
- 31.6 Where the School employs both parents their child or children, shall attract only one staff discount amount per child.
- 31.7 For employees engaged prior to the commencement of this Agreement, the tuition fee discount prescribed in cl.31.2 will be 50%, with all other elements of this clause applying.

## **32. Dependent care costs**

- 32.1 Where the school requires an employee to attend meetings or professional development activities on a weekend or School Council meetings on a weekday evening, the school will reimburse additional expenses incurred for dependent care or childcare.
- 32.2 Approval for reimbursement is subject to the employee advising the school in advance that he or she will need to access dependent care or childcare.
- 32.3 The employee shall provide satisfactory proof of payment to a registered service or other agreed provider for the care provided.
- 32.4 Reimbursement shall only be for the period that the school requires the employee to attend work, including reasonable travel time to and from such work.

## **33. Overnight allowance**

Where an Employee attends an approved overnight School camp or overseas School excursion in which the Employee has direct responsibility for student's pastoral care, the School will pay an allowance of \$AU60 per night for the period of the camp or overseas excursion. The allowance will not be paid in situations where an Employee accompanies the School group in a tourist or private capacity.

## **34. Consultative Committee**

- 34.1** It is agreed between the parties to this Agreement that a Consultative Committee will be established by the end of term 1 each School Year.
- 34.2** The Principal, on behalf of the Employer, shall consult with the Consultative Committee on the following:
- (a)** Interpretation of this Agreement and matters arising from the implementation of this Agreement
  - (b)** Workload issues (including but not limited to class sizes, teaching loads, practical classes, extra/co-curricular duties, meetings, and workload issues for support staff)
  - (c)** Number, nature, level, time release, tenure and appointment of Positions of Responsibility, special allowances or expense payments
  - (d)** Policy development & review
  - (e)** Other staff concerns
- 34.3** The Employer will consider the views of the Consultative Committee and will implement change where appropriate and possible in order to support Employees.
- 34.4** The Consultative Committee shall be formed from members of staff of the School and will be comprised of the Principal or nominee, two additional nominees of the Principal, an IEU nominee, a nominated representative of the junior school teaching staff, a nominated member of the kindergarten school teaching staff, a nominated representative of the senior school teaching staff and a nominated member of support staff. Should any section of staff fail to nominate a representative, the Committee will proceed with its business without a nominee from that department. Quorum of five is needed for a meeting to proceed. Proxy Allowable. A nominated member of the Committee may send a proxy, provided the proxy is an employee of Preshil.
- 34.5** The Consultative Committee shall make recommendations to the Principal regarding the issues set out in cl.34.2, to which the Principal will respond in writing.
- 34.6** Once established, the Consultative Committee shall meet at least once per term. Meetings to be scheduled in advance and scheduled times maybe 3.30 – 4.30 pm. A quorum of the Consultative Committee shall have the right to call additional meetings as required.
- 34.7** The Principal's PA will distribute Agenda and minutes for Consultative Committee meetings.

## **35. Staff Appraisal**

- 35.1** The Employer views its staff as having responsibility for the performance of a range of duties and responsibilities, whilst recognising the importance of accountability and self-improvement.
- 35.2** The Employer will therefore provide opportunities for staff to reflect on and improve their performance through participation in a system of formative staff appraisal. At the same time, the Principal and Principal's delegates will evaluate and review the performance of staff and provide them with appropriate feedback.

## **36. Professional Learning & Development**

- 36.1** The Employer recognises that the area of Professional Learning and Development is essentially a partnership between Employees and the School. The Employer through its commitment to quality teaching and learning has the responsibility for providing support and active encouragement for its Employees to enrich their professional practice through a diverse range of opportunities both within and beyond the School.
- 36.2** Employees have the responsibility, individually and as a whole, to assess their own professional needs and interests and to actively pursue these for their own professional enrichment, which in turn will enhance the quality of teaching and learning within the classroom and the overall quality of education at the school.
- 36.3** The Employer shall make opportunities and resources available for Employees to become involved in professional development through programmes provided in school and by outside agencies.
- 36.4** The Employer shall make available to staff at least one student free day each term as a professional development day. All Employees (including part time Employees) are required to attend each professional development day. Where a part time Employee is invited to attend professional development on a day that is not normally a working day, the Employee will be paid for their attendance at their ordinary time rate or will receive time off in lieu.
- 36.5** This clause does not apply to Employees engaged on a casual or emergency basis or for a specific period of time or to complete a specific task or tasks.
- 36.6** As provided in cl.23, and employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

## **37. Outside Employment**

All Employees have a duty of fidelity to the School and are required not to engage in any activity, which would conflict, or have the potential to conflict, with their obligations to the School. Therefore, those who intend to engage in other work whilst

employed by the School, are required to obtain the Principal's approval before becoming engaged in such other work.

### **38. Confidentiality**

- 38.1** An Employee will not, during the term of his or her employment or following termination, reveal any of the confidential information of the Employer to any other person whatsoever, unless authorised in writing by the Employer.
- 38.2** "Confidential Information" will include personal and organisational information which has been specifically designated as confidential by the School and any information which relates to the commercial and financial activities of the School, the unauthorised disclosure of which may embarrass, harm or prejudice the School or any of its employees or its students. It does not extend to information already in the public domain unless such information arrived there by unauthorised means.

### **39. Representative training leave**

Leave with pay for one day per school year will be available to the Employee appointed as the representative of the Independent Education Union Victoria Tasmania to attend a training day with the Independent Education Union. Leave with pay will be available to only one Employee each year and will not be available to a casual Employee. The Employee must provide the Employer with as much notice as possible of this day.

### **40. Occupational health and safety release**

The elected occupational health and safety representative will be entitled to up to 5 hours release per term in order to carry out their duties. The taking of this release will be by negotiation with the site Occupational Health and Safety manager.

### **41. Meal allowance**

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7pm on any day.

### **42. Family Violence Leave**

#### **42.1 Definition**

For the purpose of this clause, family violence is defined by the *Family Violence Protection Act 2008* (Vic) (the FVP Act). Under the FVP Act, the definition of family violence is behaviour by a person towards a family member of that person if that behaviour:

- (a) is abusive (physical, sexual, emotional or psychological, or economic), threatening, coercive or in any other way controls or dominates the

family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or

- (b) causes a child to hear or witness, or to otherwise be exposed to the effects of behaviour described above.

#### **42.2 Leave entitlement**

- (a) An employee subject to family violence is entitled to five days per year of paid family violence leave for the purpose of:
  - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
  - (ii) relocation or making other safety arrangements; or
  - (iii) other activities reasonably associated with the experience of family violence.
- (b) Family violence leave may be taken as consecutive or single days, including half days.
- (c) Family violence leave is not cumulative from year to year.

#### **42.3 Notice and Evidentiary Requirements**

- (a) The employee shall give notice to the Principal as soon as reasonably practicable of the employee's request to take family violence leave.
- (b) The Employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 42.2(a). Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the employee may provide a statutory declaration.
- (c) The employer will not place the documentary evidence provided under clause 42.3(b) on the employee's file, unless expressly permitted by the employee. Instead, the employer may place a note on the employee's file confirming:
  - (i) the dates that family violence leave was taken; and
  - (ii) that documentary evidence was sighted by the employer.
- (d) Personal information provided by the employee to the employer concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary for operational reasons.

## **Part 4—Conditions for Teachers**

### **43. Types of employment**

**43.1** Teachers will be employed in one of the following categories:

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

### **43.2 Terms of engagement**

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

### **43.3 Full-time employment**

A full-time Teacher is engaged to work an average of 38 ordinary hours per week.

### **43.4 Part-time employment**

- (a) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher by the appropriate maximum provided in cl.45.4
- (b) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.
- (c) The Employer may vary the teaching load or days of attendance by 0.2, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven weeks' notice in writing, or where the change would result in a reduction in salary, the salary is maintained for a period of seven weeks.

- (d) The Employer will make every reasonable attempt to ensure that the hours of a part-time Teacher shall fall within the following, unless the Teacher consents to another arrangement, or the impact of this arrangement adversely or unreasonably impacts on any student or other Teacher, or this arrangement is not practicable for timetabling.

- Up to 0.2FTE – less than 2 days
- Above 0.2FTE up to 0.4FTE – 3 days or less
- Above 0.4FTE up to 0.75FTE – 4 days or less
- Above 0.75FTE up to 1.0FTE – 5 days or less

#### **43.5 Casual employment**

- (a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive Term weeks.
- (b) A casual Teacher may be engaged for a period of up to one school term.
- (c) The rates of pay for a casual Teacher are contained in Sch. B.2.
- (d) A casual Teacher is not entitled to any of the following benefits under this Agreement:
- (i) notice of termination of employment;
  - (ii) redundancy;
  - (iii) remuneration packaging;
  - (iv) annual leave;
  - (v) leave loading;
  - (vi) paid personal/carer's leave;
  - (vii) paid compassionate leave;
  - (viii) paid parental leave;
  - (ix) pro rata payment of salary inclusive of annual leave;
  - (x) infectious diseases leave;
  - (xi) examination leave;
  - (xii) qualification conferral leave; and
  - (xiii) tuition fee discount.

#### **43.6 Fixed-term employment**

- (a) A Teacher may be employed for a fixed period of time up to 12 months to:

- (i) undertake a specified project for which funding has been made available;
  - (ii) undertake a specified task which has a limited period of operation; or
  - (iii) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by a further period to cover the absence.
- (b) A fixed-term Teacher is not entitled to any of the following benefits under this Agreement:
- (i) paid parental leave;
  - (ii) examination leave;
  - (iii) qualification conferral leave; and
  - (iv) tuition fee discount.

#### **44. Duties and allocation of Teacher**

**44.1** The ordinary duties of a Teacher include:

- (a) face to face teaching with associated preparation;
- (b) marking and reporting;
- (c) care of students;
- (d) attendance at forums and whole school meetings;
- (e) supervisory duties;
- (f) involvement in co-curricular activities;
- (g) involvement in outdoor education programs by agreement with the principal;
- (h) camps;
- (i) participation in staff professional development;
- (j) scheduled meetings; and
- (k) attendance at Open Days and Parent Teacher Interviews.

**44.2** Duties and workload of a Teacher will vary in line with the needs of students and the operational requirements of the School.

**44.3** The School's expectations of teachers will include, but not be limited to:



- (a) undertaking direct teaching of groups of students and individual students as determined by the School;
  - (b) participation in the pastoral care program as determined by the School;
  - (c) participation and assistance in the preparation and supervision of School activities;
  - (d) undertaking school related activities such as Parent/Student/Teacher meetings, staff meetings, co-curricular events, camps, excursions and Open Days;
  - (e) contribution to the development, implementation and evaluation of a curriculum area or other curriculum programs within the School;
  - (f) participation in professional learning and development activities; and
  - (g) participation in some School decision-making processes.
- 44.4** Such participation and assistance is to be on a pro-rata basis for part-time employees.

## **45. Ordinary hours of work**

- 45.1** This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 45.2** Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher may be averaged over a 12 month period.
- 45.3** Open Days are ordinary days of work and no time off or overtime is payable.
- 45.4** The ordinary full-time scheduled class time hours for each section of the school are deemed to be 19 hours of class time per week for secondary, 23 hours of class time per week for primary, and 23 hours of class time per week for kindergarten school.
- 45.5** Scheduled class time shall include but not be limited to all activities or lessons allocated to a teacher during normal class time whether that activity or lesson consists of a single student or group of students. This includes normal pastoral care duties but does not include the tracker program.
- 45.6** Generally, the Employer will provide written notice of the Term weeks and days in Non-Term times on which the Teachers are required to attend.
- 45.7** The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the School year or a proportion of the School year. The Teacher's absence from School during Non-Term weeks is deemed to include their entitlement to annual leave.

- 45.8** A full-time Teacher will not be given more than one extra per week, capped at 7 per term, except when they are under-allotted. A part-time Teacher will not be given more than a proportionate amount of a full-time teacher based on their fraction, except when they are under-allotted.
- 45.9** A Teacher in their first year of teaching, and their School appointed mentor, shall have a reduction in their scheduled class time on an as needs basis in consultation with their Head of Campus.

## **46. Professional development**

- 46.1** The Employer may, with the provision of six months' notice, schedule professional development for two days per year during Non-term Weeks. Professional development required by the Employer will otherwise be scheduled in Term Weeks.
- 46.2** Relevant costs of required professional development will be met by the Employer, except where individually agreed.

## **47. Breaks**

A Teacher will be entitled to an unpaid meal break of 30 consecutive minutes commencing no later than five hours after commencing work.

## **48. Annual leave**

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

### **48.2 Timing of annual leave**

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

### **48.3 Crediting of annual leave**

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

## **49. Pro rata payment of salary inclusive of annual leave**

- 49.1** This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.
- 49.2** The provisions of this clause will apply:
- (a) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or
  - (b) in the calculation of payment in regard to pro rata salary if:

- (i) a Teacher commenced employment after the school service date;
- (ii) a Teacher has taken leave without pay of more than two Term weeks since the school service date; or
- (iii) the hours which a Teacher has worked at the School have varied since the school service date.

#### **49.3 Termination of employment**

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

#### **49.4 Teachers who commence employment after the commencement of the school year**

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

#### **49.5 Teachers who take approved leave without pay**

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

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

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

#### **49.6 Calculation of payments**

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

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

49.7 For the purpose of this clause:

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

49.8 The formula in cl.49.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the school-in which the formula is applied.

## 50. Annual leave loading

50.1 This clause provides for enterprise specific detail and supplements the NES that deals with annual leave.

50.2 A Teacher who has served throughout the School year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:

- (a) at the time that the Teacher is paid annual leave or pro rata annual leave;

OR

- (b) 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%; or
- (c) on the termination of employment by either party.

50.3 Leave loading is to be calculated using the following formula:

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{term weeks worked by the Teacher in that school year}}{\text{Total term weeks in that school year}}$$

Total term weeks in that school year

- 50.4** A Teacher who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.

## **51. Termination of employment**

- 51.1** Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the Employer, the Employer will give a full terms' notice in writing of full payment in lieu.
- 51.2** Where the Employer wishes to terminate the employment of a Teacher where the Teacher has had less than five years' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 51.3** Where the Employer wishes to terminate the employment of a fixed-term Teacher who is replacing another Teacher on parental leave, the Employer will give the fixed-term Teacher 4 weeks' notice if the Teacher being replaced provides notice to the Employer, and the Employer agrees, to the Teacher being replaced returning early.
- 51.4** A Teacher must provide at least seven weeks' notice in writing of their intention to resign, with such notice to be given wholly within the one school term.
- 51.5** The notice periods in this clause do not apply if the Teacher is guilty of serious misconduct.
- 51.6** 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:
- (a)** the commencement and cessation dates of employment; and;
  - (b)** for a casual Teacher, the number of days of duty worked by the Teacher during the period of the engagement.

## **Part 5— Conditions for General Staff**

### **52. Types of employment**

**52.1** General Staff Employees will be employed in one of the following categories:

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

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

#### **52.3 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 clause 53—Ordinary hours of work.

#### **52.4 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 clause 52.4(d) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

#### **52.5 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 must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time Employees.
- (d) 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 leave;
  - ix. infectious diseases leave;
  - x. examination leave;
  - xi. qualification conferral leave; and
  - xii. tuition fee discount.

## **53. Ordinary hours of work**

- 53.1** 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 clause 50.
- 53.2** 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.
- 53.3** 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; or
    - (iv) School operational services—retail Employees only.

- (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services Employees in the following groups:
  - (i) Construction, plumbing, carpentry, painting and other trades;
  - (ii) Cleaning, maintenance, school facilities management; or
  - (iii) Bus driving/non-trade vehicle maintenance.
- (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following Employees:
  - (i) Preschool/childcare/out of school hours care services
- (d) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance and farming Employees.
- (e) On any day from Monday to Saturday between 6.00 am and 6.00 pm for the following Employees:
  - (i) Curriculum/education resources—outdoor education only; or
  - (ii) Instructional services.
- (f) On any day Monday to Sunday between 6.00 am and 6.00 pm for the following Employees:
  - (i) School operational services—security/caretaking and cooking, catering, housekeeping and laundry services only.
- (g) On any day from Monday to Friday between 8.00 am and 6.00 pm for the following Employees:
  - (i) School administration services.

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.

#### **53.4 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 clauses 53.4(a) and (b) do not apply to:



- (i) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
  - (ii) an Employee who is attending a school camp or excursion; or
  - (iii) an Employee working a broken shift.
- (d) at the rate of pay applicable to the work being performed.

#### **54. Annual leave loading**

- (a) During a period of annual leave, an Employee will receive a loading calculated on the rate of wage prescribed in Schedule A of this Agreement. Annual leave loading is payable on leave accrued at 17.5% of the Employee's ordinary rate of pay, on a maximum of four weeks annual leave.
- (b) Except that the Employer may, at its election, pay:
  - (i) 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 1.3426%. Where an Employer elects to pay annual leave loading with each salary payment throughout the school year, the Employer must advise the Employee in writing; or
  - (ii) annual leave loading in respect of the school year to the Employee with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year.
- (c) An employee who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.

#### **55. Leave without pay during non-term weeks**

**55.1** This clause will not apply to an Employee classified as a Classroom support services Employee. Classroom support services Employees will be engaged on a 48/52 basis

##### **55.2 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.

### **55.3 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:

$$A = C \times \frac{\text{working weeks} + 6 \text{ weeks annual leave}}{52.18}$$

Where:

**A** means the Employee's adjusted annual salary

**C** means the annual salary (as contained in clause Schedule A) for the Employee's classification

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

- (c) 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.
- (d) 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.

## **56. Higher duties**

- 56.1** The Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification.
- 56.2** Subject to clause 56.3 where the Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- 56.3** Where the Employee is a school operational services Employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the

higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

## **57. Termination of employment**

**57.1** Notice of termination is provided for in the NES.

**57.2** Subject to cl.55.1, a Classroom Support Services Employee will be provided with four weeks' notice in writing or full payment in lieu.

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

**57.4** Subject to cl.55.5, 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.

**57.5** A Classroom Support Services Employee who has had six months continuous employment with the Employer must provide a minimum of four weeks' notice in writing.

### **57.6 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.

## **58. Breaks**

### **58.1 Meal break**

An Employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

### **58.2 Rest break**

(a) At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.

(b) Notwithstanding 58.2(a), an Classroom support services Employee is entitled to one rest break of 20 minutes, which will be counted as time worked.

## **59. Overtime**

### **59.1 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:

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

- (b) Overtime will be calculated daily.

### **59.2 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.

### **59.3 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.

## **Schedule A Teacher Classifications**

### **A.1 Duties of Teacher**

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

### **A.2 Recognition of previous service**

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

**A.2.2** A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

**A.2.3** In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

**A.2.4** In the case of an early childhood/preschool Teacher, the following will count as service:

- (a) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
- (b) teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;
- (c) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
- (d) service as a diploma qualified childcare worker, at the rate of one year for every three years of service up to a maximum of four years.

### **A.3 Evidence of qualifications**

**A.3.1** The Employer may require that the Teacher provide documentary evidence of qualifications and teaching experience. The Employer may decline to recognise the relevant qualification or experience until such evidence is provided.

### **A.4 Progression**

**A.4.1** Subject to Sch.A.2.2, a Teacher who is four year trained will commence on Level 1 of the salary scale in Schedule B and progress according to normal years of service to Level 11.

**A.4.2** Subject to Sch.A.2.2, a Teacher who is five year trained will commence on Level 2 of the salary scale in Schedule B and progress according to normal years of service to Level 11 of the scale.

## Schedule B — Teacher Salaries

- B.1** The salary for a full-time Teacher will be determined in accordance with the provisions Schedule A, and will be not less than prescribed by the following table.

OLD Level	NEW Level	1/7/17	1/04/18	1/10/18	1/04/19	1/10/19
1						
2						
3	1	68,383	69,409	70,624	71,683	72,937
4	2	71,144	72,211	73,475	74,577	75,882
5	3	73,946	75,055	76,368	77,514	78,870
6	4	76,783	77,935	79,300	80,488	81,897
7	5	79,661	80,856	82,271	83,505	84,966
8	6	82,582	83,821	85,288	86,567	88,082
9	7	85,544	86,827	88,346	89,671	91,240
10	8	88,277	89,601	91,170	92,537	94,156
11	9	90,792	92,154	93,767	95,174	96,840
12	10	93,095	94,491	96,145	97,587	99,295
13	11	95,140	96,566	98,256	99,730	101,475

The above rates of pay will become payable on the first full pay period occurring on or after the dates prescribed in the table.

### B.2 Casual Teacher

- B.2.1** The salary payable to a casual Teacher will be in accordance with *Educational Services (Teachers) Award 2010*.

## Schedule C — Position of Responsibility Allowances

### C.1 Eligibility

- C.1.1** An annual responsibility allowance will be paid to a Teacher where the School requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required by Teachers of the School.
- C.1.2** The allowance is linked to a position of responsibility rather than tied to an individual Teacher.
- C.1.3** The Principal determines the allowance applicable to specific positions of responsibility.

### C.2 Notification

- C.2.1** The Principal will provide written advice to a Teacher holding position of responsibility as to the allowance of the position, its tenure and the duties required.
- C.2.2** The Principal will advise the Teacher of the level to which the position equates in accordance with the table in Sch.C.3.

### C.3 Annual Responsibility Allowance Amount

Level	1/7/17	1/4/18	1/10/18	1/4/19	1/10/19
A	331	336	342	347	353
B	552	560	570	580	590
C	1,105	1120	1,140	1,160	1,180
D	2,210	2,240	2,280	2,320	2,360
E	3,040	3,085	3,140	3,185	3,240
F	3,310	3,360	3,420	3,470	3,530
G	4,420	4,480	4,560	4,640	4,720
H	6,620	6,720	6,840	6,940	7,060
I	7,454	7,566	7,700	7,815	7,950
J	7,725	7,840	7,980	8,100	8,240
K	9,380	9,520	9,690	9,840	10,010

## Schedule D — General Staff Classifications

### D.1 Definitions

#### D.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.

#### D.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.

**D.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. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

## **D.2 Classifications**

### **D.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, preschool assistant, kindergarten 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 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, handyperson, attendant, trades assistant

### **D.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) Preschool/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

**(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

**D.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

**(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

#### **D.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) Preschool/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
  - (iii) Wellbeing services grade 2**
    - Providing support and guidance to students
    - Providing welfare services to students
    - *Occupational equivalent:* youth 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
    - 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), Principal's secretary, 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, head groundsperson (medium or large school)

**(vi) Instructional services grade 1**

- Instructing individual students as part of an extra-curricula instrumental music program
- Providing assistance in the training and coaching of individuals and teams in various sporting disciplines
- *Occupational equivalent:* instrumental music tutor, sports coach

### **D.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:

- (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, office supervisor (large school), 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)

**(v) Instructional services grade 2**

- Preparing instrumental music students for external examination in their discipline as part of an extra-curricula program
- Coaching and trains sporting teams for external competition
- *Occupational equivalent:* music tutor, sports coach, trainer

**D.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) Preschool/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) 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

**(iv) School operational services grade 6**

- Managing a range of functions
- *Occupational equivalent:* property manager

**(v) Instructional services grade 3**

- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these
- Supervising other coaching staff and managing sporting facilities
- *Occupational equivalent:* choir master, conductor, head coach

**D.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) Preschool/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 (small or medium school), senior therapist

**(iii) School administration services grade 7**

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
- Providing financial advice to the Principal or the business manager
- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (medium school)

## **D.2.8 Level 8**

An Employee at this level performs work above and beyond the skills of an Employee at Level 7.

**(a) Competency**

Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

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

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

**(c) Level of supervision**

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.

**(d) Training level or qualifications**

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Preschool/childcare services grade 6**

- Responsibilities are the same as for a grade 6 classified at Level 7
- This level applies where the number of places in the centre exceeds 60

**(ii) Wellbeing services grade 5**

- Manages a counselling or multi-disciplinary service in a large school
- *Occupational equivalent:* manager of counselling services

**(iii) School administration services grade 8**

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
- Undertaking the role of an assistant bursar/business manager in a large school
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (large school), assistant bursar/business manager (large school)

## Schedule E — General Staff Salaries

### E.1.1 Annual rates of pay

The Employer will pay an adult Employee not less than the annual rate of specified for the Employee's classification prescribed by the following table pay.

Classification Level	Salary on commencement \$	1 <sup>st</sup> increase 1/7/17	1/04/18	1/10/18	1/04/19	1/10/19
1.1	42,447	43,827	44,484	45,262	45,940	46,745
1.2	43,509	44,923	45,597	46,395	47,090	47,915
1.3	44,570	46,020	46,710	47,526	48,240	49,083
<b>Level 2</b>						
2.1	48,814	50,400	51,156	52,050	52,832	53,857
2.2	50,937	52,592	53,380	54,315	55,130	56,095
2.3	53,059	54,783	55,605	56,578	57,427	58,432
2.4	55,181	56,974	57,830	58,840	59,724	60,770
<b>Level 3</b>						
3.1	55,181	56,974	57,830	58,840	59,724	60,770
3.2	57,304	59,166	60,053	61,104	62,020	63,106
3.3	59,426	61,357	62,277	63,367	64,318	65,444
<b>Level 4</b>						
4.1	60,488	62,454	63,390	64,500	65,468	66,614
4.2	62,610	64,645	65,615	66,763	67,764	68,950
4.3	64,733	66,837	67,840	69,027	70,062	71,288
<b>Level 5</b>						
5.1	65,793	67,930	68,950	70,157	71,210	72,455
5.2	67,916	70,123	71,175	72,420	73,507	74,793
5.3	70,038	72,314	73,400	74,683	75,803	77,130
<b>Level 6</b>						
6.1	72,160	74,505	75,623	76,946	78,100	79,467
6.2	74,283	76,697	77,847	79,210	80,397	81,804
6.3	76,405	78,888	80,070	81,472	82,694	84,140
<b>Level 7</b>						
7.1	78,528	81,080	82,296	83,736	84,992	86,480
7.2	80,650	83,270	84,520	86,000	87,290	88,817
7.3	82,772	85,462	86,744	88,262	89,586	91,154
<b>Level 8</b>						
8.1	89,139	92,036	93,417	95,052	96,478	98,166
8.2	93,384	96,420	97,865	99,578	101,072	102,840
8.3	97,629	100,802	102,314	104,104	105,666	107,515

### **E.1.2 Incremental progression**

- (a) 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.
- (b) Movement to the next pay point within a classification level will occur unless performance against the relevant classification descriptors has not been satisfactory.

**E.1.3** A General Staff Employee previously engaged and classified as a School Assistant or Clerical Employee under the *Preshil Agreement 2007* will continue to be remunerated at their rate of pay prior to this Agreement coming in to operation if that rate of pay is higher than that provided for under this Agreement. Such Employees will receive the same percentage increase which is applied to the scale further to Sch.E.1.2.

**E.1.4** A General Staff Employee previously engaged and classified under the *Educational Services (Schools) General Staff Award 2010* prior to this Agreement coming in to operation will continue to be remunerated at their rate of pay if that rate of pay is higher than that provided for under this Agreement. Such Employees will receive the same percentage increase which is applied to the scale further to Schedule E.1.2.

### **E.1.5 Junior Employees**

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

<b>Age</b>	<b>% of adult rate</b>
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

### **E.1.6 Commencement level and progression**

- (a) 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.
- (b) 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.

- (c) The commencement levels for employees will be as follows:

<b>Classification</b>	<b>Commencement level</b>
School operations services grade 1	Level 1.1
School administration services grade 1	Level 1.2
Classroom support services grade 1	Level 1.3
Preschool/childcare services grade 1	
Classroom support services grade 2	Level 2.1
Curriculum/resources services grade 1	
Preschool/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	
Preschool/childcare services grade 3	
School administration services grade 3	
School operational services grade 3	
Curriculum/resources services grade 3	Level 4.1
Preschool/childcare services grade 3A	
Wellbeing services grade 2	
School administration services grade 4	
School operational services grade 4	
Instructional services grade 1	Level 4.2
Curriculum/resources services grade 4	Level 5.1
Preschool/childcare services grade 4	
School administration services grade 5	
School operational services grade 5	
Instructional services grade 2	
Preschool/childcare services grade 5	Level 6.1
Instructional services grade 3	
Wellbeing services grade 3	
School administration services grade 6	
School operational services grade 6	
Wellbeing services grade 4	Level 7.1

<b>Classification</b>	<b>Commencement level</b>
School administration services grade 7	
Preschool/childcare services grade 6 (1–39 places)	Level 7.2
Preschool/childcare services grade 6 (40–59 places)	Level 7.3
Preschool/childcare services grade 6 (60 or more places)	Level 8
Wellbeing services grade 5	
School administration services grade 8	

## **Schedule F — General Staff Allowances**

### **F.1 First aid allowance**

#### **F.1.1 Application**

An Employee who is designated by the Employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance of:

- (a) 1.65% of the standard rate per annum; or
- (b) 1/240th of the allowance in clause F.1.1(a), if designated on a per day basis.

#### **F.1.2 Excluded Employees**

This allowance does not apply to:

- (a) a nurse;
- (b) an Employee employed exclusively as a first aid officer; or
- (c) an Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

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

#### **F.2.1 On call allowance**

An on call allowance will be paid to an Employee who is required by an Employer to hold themselves 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.

#### **F.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.

#### **F.2.3 Exceptions**

The on call and recall allowances do not apply to:

- (a) an Employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the Employee for their exclusive use at no cost to the Employee.

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

**F.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:

- (a) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
- (b) provide a uniform or protective clothing allowance of \$1.20 per day up to a maximum of \$6.00 per week and a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week; or
- (c) reimburse the Employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the Employer does not launder the items.

**F.3.2** Where an Employee is required to work in the rain they will be supplied with adequate rainproof clothing.

**F.4 Vehicle allowance**

**F.4.1** An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties must be paid the following allowances:

(a) Motor car

\$0.78 per kilometre with a maximum payment as for 400 kilometres per week.

(b) Motorcycle

\$0.26 per kilometre with a maximum payment as for 400 kilometres per week.



MARILYN SMITH

PRINCIPAL + EMPLOYER REPRESENTATIVE

cl- [REDACTED]



JUDY O'DONNELL

EMPLOYEE REPRESENTATIVE

cl- [REDACTED]



## IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2017/6259

**Applicant:**

Preshil – The Margaret Lyttle Memorial School

Section 185 – Application for approval of a single enterprise agreement

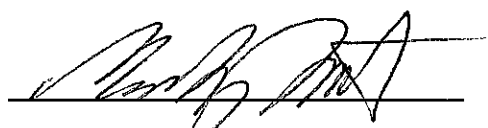
### Undertaking- Section 190

I, Marilyn Smith, Principal of Preshil – The Margaret Lyttle Memorial School give the following undertakings with respect to the Preshil Agreement 2017 ("the Agreement"):

1. I have the authority given to me by Preshil – The Margaret Lyttle Memorial School to provide these undertakings in relation to the application before the Fair Work Commission.
2. That the rates applying to junior employees as outlined in Sch.E.1.5 will only apply to junior employees at salary classification levels 1 and 2.
3. That where a general staff employee's ordinary hours of work as outlined in cl.53.3 of the Agreement contemplate Saturday and Sunday work, the penalties contained in cl.26.2 of the *Educational Services (Schools) General Staff Award 2010* (GS Award) (or the successor provision in the successor award) will apply.
4. That cl.27.2 – Time off instead of payment for overtime of the GS Award (or the successor provision in the successor Award) will apply and replace cl.59.2 of the Agreement.
5. That Sch.B.2.1 of the Agreement be replaced with:  
*"A casual Teacher can be engaged for a full day or half day and will be paid as follows:*

Effective from	Commencement of Agreement	1/10/18	1/04/19	1/10/19
Daily rate	\$353.03	\$359.20	\$364.60	\$371.00
Half day rate	\$176.51	\$179.60	\$182.30	\$185.50

6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
Signature: (Marilyn Smith)

11.4.18  
Date