DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Melbourne Girls Grammar – an Anglican School T/A Melbourne Girls Grammar
(AG2016/7787)

MELBOURNE GIRLS GRAMMAR ENTERPRISE AGREEMENT 2016

Educational services

COMMISSIONER ROE MELBOURNE, 2 MARCH 2017


[1] An application has been made for approval of an enterprise agreement known as the Melbourne Girls Grammar Enterprise Agreement 2016 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Melbourne Girls Grammar – an Anglican School T/A Melbourne Girls Grammar. The Agreement is a single enterprise agreement.

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

[3] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement was approved on 2 March 2017 and, in accordance with s.54, will operate from 9 March 2017. The nominal expiry date of the Agreement is 31 January 2020.

COMMISSIONER

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ENTERPRISE AGREEMENT

2016
TABLE OF CONTENTS

PART 1 – APPLICATION AND OPERATION 3
1 Title 3
2 Commencement Date and Period of Operation 3
3 Basis of Agreement 3
4 Coverage 4
5 Relationship to Awards 5
6 Definitions 5
7 Dispute Resolution Procedure 7
8 Modes of Employment 8

PART 2 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES 11
9 Minimum Employment Period 11
10 Remuneration Packaging 11
11 Superannuation 11
12 Payment Arrangements 12
13 Personal/Carer’s Leave 12
14 Compassionate Leave 14
15 Infectious Diseases Leave 14
16 Public Holidays 15
17 Parental Leave - Unpaid 15
18 Parental Leave – Paid 17
19 Family Violence Leave 18
20 Long Service Leave 19
21 Leave Without Pay 20
22 Worker’s Compensation and Accident Make-Up Pay 20
23 Withholding of Monies 21
24 Consultation About Change 21
25 Redundancy 23
26 Performance Management Procedure 25
27 Conduct Management Procedure 25
28 Meal Allowance 26
29 Equipment 26
30 Community Service Leave 26
31 Examination Leave 27
32 Qualification Conferral Leave 27

PART 3 – TEACHERS 28
33 Teachers 28

PART 4 – SCHOOL ASSISTANTS 31
34 School Assistants 31

PART 5 – CLERICAL AND INFORMATION TECHNOLOGY EMPLOYEES 34
35 Clerical and Information Technology Employees 34

PART 6 – EARLY LEARNING CENTRE ASSISTANTS 37
36 Early Learning Centre Assistants 37

PART 7 – MAINTENANCE AND OUTDOOR EMPLOYEES 39
37 Maintenance and Outdoor Employees 39

DECLARATION 41

SCHEDULES 42

INDEX 72
PART 1 – APPLICATION AND OPERATION

1 TITLE

This Agreement is to be known as the Melbourne Girls Grammar Enterprise Agreement 2016 (the ‘Agreement’) and is a single enterprise agreement made pursuant to Section 172(2) of the Fair Work Act 2009 (Commonwealth) (the ‘Act’).

2 COMMENCEMENT DATE 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 Fair Work Commission (FWC), in accordance with Section 54 of the Act.

2.2 The nominal expiry date of the Agreement is 31 January 2020.

3 BASIS OF AGREEMENT

3.1 No Extra Claims

The Employer and Employees agree that the salary increase and other improvements in conditions of employment provided by this Agreement are in settlement of all existing claims made by the Employer and Employees, and that no further claims will be made prior to the nominal expiry date set out in Clause 2.2.

3.2 The National Employment Standards

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

3.3 Agreement Flexibility

3.3.1 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:

- the arrangement deals with one or more of the following matters:
  
  (i) arrangements about when work is performed;
  
  (ii) overtime rates;
  
  (iii) penalty rates;
  
  (iv) allowances; and
  
  (v) leave loading.
• the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
• the arrangement is genuinely agreed to by the Employer and Employee.

3.3.2 The Employer must ensure that the terms of the individual flexibility arrangement:
• are about permitted matters under section 172 of the Act; and
• are not unlawful terms under section 194 of the Act; and
• result in the Employee being better off overall than the Employee would be if no arrangement was made.

3.3.3 The Employer must ensure that the individual flexibility arrangement:
• is in writing; and
• includes the name of the Employer and Employee; and
• is signed by the Employer and Employee and if the Employee is under 18 years of age is signed by a parent or guardian of the Employee; and
• 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
• states the date on which the arrangement commences.

3.3.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

3.3.5 The Employer or Employee may terminate the individual flexibility arrangement:
• by giving no more than 28 days written notice to the other party to the arrangement; or
• if the Employer and Employee agree in writing — at any time.

4  COVERAGE

4.1 This Agreement covers:
(a) the Employer;
(b) Teachers;
(c) Early Childhood Teachers;
(d) School Assistants;
(e) Early Childhood Assistants;
(f) Clerical Employees;
(g) Information Technology Employees; and
(h) Maintenance and Outdoor Employees, as defined in this Agreement.

4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Part 3 to Part 7 of this Agreement applies to the Employees as specified.

4.3 This Agreement does not cover:
(a) a Principal;
(b) a Deputy Principal by whatever name called;
(c) a Business Manager by whatever name called;
(d) an Executive who does not carry a teaching allocation;
(e) the Human Resources Manager by whatever name called;
(f) an Employee who is not listed in clause 4.1 above and is covered under the Educational Services (Schools) General Staff Award 2010.

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, or their successor awards.

6 DEFINITIONS

<table>
<thead>
<tr>
<th>Act</th>
<th>means the Fair Work Act 2009 (Cth) or its successors</th>
</tr>
</thead>
<tbody>
<tr>
<td>AITSL</td>
<td>means the Australian Institute for Teaching and School Leadership or its successors</td>
</tr>
<tr>
<td>Attendance Time</td>
<td>means all days of the School Year less Non Attendance Time and the period of annual leave</td>
</tr>
<tr>
<td>Award</td>
<td>means the following:</td>
</tr>
<tr>
<td></td>
<td>- Educational Services (Teachers) Award 2010;</td>
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<tr>
<td></td>
<td>- Educational Services (Schools) General Staff Award 2010;</td>
</tr>
<tr>
<td></td>
<td>- or their successor awards.</td>
</tr>
<tr>
<td>Casual Employee</td>
<td>means an Employee employed pursuant to clause 8.4 of this Agreement</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
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<tr>
<td>Clerical Employee</td>
<td>means an Employee who is employed wholly or principally in clerical and/or administrative work, excluding a Business Manager, a Human Resource Manager, or a person who has accounting responsibilities and is eligible for membership of Chartered Accountants Australia and New Zealand, the Australian Society of Certified Practising Accountants, the Association of Taxation and Management Accountants or the National Institute of Accountants</td>
</tr>
<tr>
<td>Concurrent Leave</td>
<td>means unpaid parental leave provided by the NES taken by the Employee who is not responsible for the care of the child</td>
</tr>
<tr>
<td>Early Learning Centre Assistant</td>
<td>means an Employee who is employed to assist an Early Childhood Teacher in the Early Learning Centre</td>
</tr>
<tr>
<td>Early Childhood Teacher</td>
<td>means a Teacher who is employed to teach children in the Early Learning Centre</td>
</tr>
<tr>
<td>Employee</td>
<td>means a person covered by this Agreement</td>
</tr>
<tr>
<td>Employer</td>
<td>means Melbourne Girls Grammar – an Anglican school ACN 116 806 163</td>
</tr>
<tr>
<td>Executive</td>
<td>means persons employed as the Principal, Deputy Principal, Business Manager and Directors, by whatever name called</td>
</tr>
<tr>
<td>Fixed Term Employee</td>
<td>means an Employee employed pursuant to clause 8.3 of this Agreement</td>
</tr>
<tr>
<td>Full Time Employee</td>
<td>means an Employee employed pursuant to clause 8.1 of this Agreement</td>
</tr>
<tr>
<td>FWC</td>
<td>means Fair Work Commission or its successor</td>
</tr>
<tr>
<td>Immediate Family</td>
<td>means</td>
</tr>
<tr>
<td></td>
<td>• 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 different sexes);</td>
</tr>
<tr>
<td></td>
<td>• child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee; and</td>
</tr>
<tr>
<td></td>
<td>• a working guide dog of the Employee</td>
</tr>
<tr>
<td>Information Technology Employee</td>
<td>means an Employee who is engaged in the information technology services of the School</td>
</tr>
<tr>
<td>Maintenance &amp; Outdoor Employee</td>
<td>means an Employee who is employed wholly or principally in property or garden/grounds maintenance work</td>
</tr>
<tr>
<td>Non Attendance Time</td>
<td>means a period of time that will not be less than 14 weeks, unless arrangement for a lesser period is made with an individual Teacher from time to time, and is inclusive of annual leave</td>
</tr>
<tr>
<td>Part Time Employee</td>
<td>means an Employee employed pursuant to clause 8.2 of this Agreement</td>
</tr>
<tr>
<td>-------------------</td>
<td>------------------------------------------------------------------</td>
</tr>
<tr>
<td>Principal</td>
<td>means Principal of Melbourne Girls Grammar School or his or her nominee</td>
</tr>
<tr>
<td>Registered Health Practitioner</td>
<td>means a person registered as a health practitioner under the Health Practitioner Regulation National Law (Victoria) Act 2009 (Vic.)</td>
</tr>
<tr>
<td>School</td>
<td>means Melbourne Girls Grammar – an Anglican school ACN 116 806 163</td>
</tr>
<tr>
<td>School Assistant</td>
<td>means a person who is ancillary to the process of teaching and includes school counsellors, guidance officers, curriculum advisers, audiovisual technicians and co-ordinators, laboratory technicians and managers, library technicians, librarians, special education personnel, language assistants, integration aides, computer laboratory assistants, extension education co-ordinators, art technicians and teacher aides</td>
</tr>
<tr>
<td>School Holidays</td>
<td>means a period of holidays as determined by the Employer and announced prior to the commencement of the new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools</td>
</tr>
<tr>
<td>School Year</td>
<td>means the twelve months from the day that Employees are required to attend the School for the new educational year and comprises Attendance Time, Non Attendance Time (inclusive of annual leave) and public holidays</td>
</tr>
<tr>
<td>Shut Down Period</td>
<td>means a period where the Employer shuts down the business, or any part of the business, in which the Employee works</td>
</tr>
<tr>
<td>Teacher</td>
<td>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 Education and Training Reform Act 2006 (Vic.) and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called</td>
</tr>
<tr>
<td>Victorian Institute of Teaching</td>
<td>means the statutory authority for the registration of teachers established pursuant to the Education and Training Reform Act 2006 (Vic.)</td>
</tr>
</tbody>
</table>

7 **DISPUTE RESOLUTION PROCEDURE**

7.1 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.

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

7.3 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.

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

7.5 FWC may deal with the dispute in two stages:
(a) 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 FWC is unable to resolve the dispute at the first stage, FWC may then:
   • in relation to the NES, arbitrate the dispute; or
   • in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties; and make 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.

7.6 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:
   • the work is not safe; or
   • the Occupational Health and Safety Act 2004 (Vic.) would not permit the work to be performed; or
   • the work is not appropriate for the Employee to perform; or
   • there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

8 M O D E S O F E M P L O Y M E N T

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

8.1 Full Time Employee

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

8.2 Part Time Employee
8.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.

8.2.2 The Employer will set out the part time hours required upon the engagement of the Employee and at any time when a permanent variation occurs. For a Part Time Teacher, the number of hours required includes specification of the face-to-face teaching hours.

8.2.3 A Part Time Employee is entitled to all benefits under this Agreement on a pro-rata basis.

8.2.4 A Part Time Teacher will have time-tabled instruction time and rostered duties (as defined in Clause 33.2.5) on a pro-rata basis.

8.2.5 The Employer cannot vary a part-time Employee's teaching load or days of attendance unless:

- the Employee consents; or
- where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer provides four weeks' notice in writing in the case of a Teacher, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of four weeks.

8.3 Fixed Term Employee

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

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

8.3.2 Subject to clause 8.3.5, a Fixed Term Employee is entitled to the benefits of this Agreement on a pro-rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.

8.3.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee, in writing, of:

- the reason for the fixed nature of the employment;
- the date of commencement of the employment;
- the benefits which are applicable under this Agreement; and
- the rights of any Employee being replaced.

8.3.4 Subject to clause 33.5.3, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clause 33.5.

8.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination (where the date of cessation of employment is stated at the time of appointment)
- redundancy
- performance management or conduct management
- paid parental leave

8.3.6 In the case of a Teacher, notification of cessation of employment will be made at least four weeks before the cessation of the Employee's contract.

8.4 Casual Employee

8.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

8.4.2 A Casual Employee is entitled to the rate of pay specified in the relevant Schedules. This rate of pay includes a loading in lieu of paid leave entitlements.

8.4.3 If the Employer engages a Casual Teacher or Casual Early Childhood Teacher it will be for either a full day or a half day.

8.4.4 A Casual Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- school holidays
- non attendance time
- leave loading
- paid personal/carer’s leave
- paid compassionate leave
- paid parental leave

8.4.5 A Casual Employee is entitled to unpaid carer’s leave, unpaid parental leave and long service leave, where eligible.

8.4.6 Unless by mutual agreement, an Employer must not employ a Casual Teacher or Early Childhood Teacher in such a capacity for more than fifteen consecutive school days.

8.4.7 An Employer must not employ a Casual School Assistant for:
- longer than two consecutive school terms on relieving work or to complete a fixed project; or
- for less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period (as defined in Clause 33.2.1).
PART 2 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

9 MINIMUM EMPLOYMENT PERIOD

9.1 An Employee’s employment is contingent upon the satisfactory completion of a minimum employment period of six months.

9.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee’s employment, the Employer does not need to provide the relevant notice of termination in clause 33.5, clause 34.5, clause 35.5, clause 36.5 or clause 37.3 and does not need to comply with clause 24, 25 or any due process or performance management policies or procedures in place from time to time.

9.3 If the Employer is to terminate the employment of the Employee within the first six months of the Employee’s employment commencing, the Employee is entitled to two weeks’ notice or two weeks’ salary in lieu of notice.

9.4 If the Employee is to resign within the first six months of the Employee’s employment commencing, then the Employee is required to give one week’s notice.

10 REMUNERATION PACKAGING

10.1 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.

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

11 SUPERANNUATION

11.1 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 that includes a MySuper option.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

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

11.3 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 clause 11.1.
(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 clauses 11.3(a) or 11.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 11.3(a) or 11.3(b) was made.

11.4 Participating Employer
The superannuation contributions provided for in clause 11.2 and/or paid under clauses 11.3(a) and 11.3(b) cannot be to a superannuation fund which requires the Employer to become a participating employer.

12 PAYMENT ARRANGEMENTS

Salary will be paid by credit transfer to the Employee’s nominated financial institution account or accounts on a monthly basis, with payment being made as nearly as possible on the middle of each month, one half month in arrears and one half month in advance.

13 PERSONAL/CARER’S LEAVE

13.1 Personal/carer’s leave is provided in accordance with the NES except where this Agreement provides ancillary or supplementary terms. Personal/carer’s leave is taken by an Employee because the Employee is not fit for work because of a personal illness or personal injury affecting the Employee.

13.2 Entitlement

13.2.1 Paid carer’s leave is taken by an Employee to provide care or support to a member of the Employee’s Immediate Family or a member of the Employee’s household who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

13.2.2 An Employee is entitled to 15 days of paid personal/carer’s leave for each year of service, accrued proportionally on a monthly basis.
13.3 Notice of absence

An Employee is required to notify the School of their inability to attend for duty prior to or as soon as practicable after their scheduled start time (unless a genuine reason exists for not giving such notice). An Employee should also inform the School of the reason for the absence and the estimated duration of the absence. In the case of carer’s leave, an Employee is also required to indicate the name of the person requiring care and support and that person’s relationship to the Employee.

13.4 Evidence supporting personal leave claim

An Employee is entitled to personal leave if:

(a) the Employee produces a medical certificate or other evidence (for example, a statutory declaration) satisfactory to the School for any absence of more than two consecutive days; or

(b) if required by the School, the Employee provides a medical certificate or other evidence (for example, a statutory declaration) satisfactory to the School for any absence continuous with a public holiday or the first or last day of a term and which would not otherwise require the production of a certificate; or

(c) the Employee produces a medical certificate or other evidence (for example, a statutory declaration) satisfactory to the School where the number of days of paid personal/sick leave already taken without the production of a medical certificate or other evidence satisfactory to the School exceeds 5 days in a 12 month period.

13.5 Evidence supporting carer’s leave claim

An Employee is entitled to carer’s leave if:

(a) the Employee produces a medical certificate or other evidence (for example, a statutory declaration) satisfactory to the School for any absence of more than two consecutive days; or

(b) if required by the School, the Employee provides a medical certificate or other evidence (for example, a statutory declaration) satisfactory to the School for any absence continuous with a public holiday or the first or last day of a term and which would not otherwise require the production of a certificate; or

(c) the Employee produces a medical certificate or other evidence (for example, a statutory declaration) satisfactory to the School where the number of days of paid personal/carer’s leave already taken without the production of a medical certificate or other evidence satisfactory to the School exceeds 5 days in a 12 month period.

(d) the Employee produces a statutory declaration made by the Employee to the Employer, if the member of the Employee’s Immediate Family or household is affected by an unexpected emergency.

13.6 Paid Personal/Carer’s Leave for Part Time Employees
A Part Time Employee is entitled to paid personal/carer's leave on a pro-rata basis.

13.7 Carer's leave entitlement for Casual Employees

A Casual Employee may take up to 2 days’ unpaid carer's leave per permissible occasion. Unpaid carer’s leave may be taken as a single, unbroken period of up to 2 days or any separate period as agreed by the School and the Employee.

13.8 Unpaid carer’s Leave

Where an Employee has exhausted the paid personal leave entitlement, the Employee may take unpaid carer’s leave. Unpaid carer's leave may be taken as a single, unbroken period of up to 2 days or any separate period as agreed by the School and the Employee.

14 Compassionate Leave

14.1 Compassionate leave is provided for in the NES except where this Agreement provides supplementary terms.

14.2 Entitlement

14.2.1 An Employee may take 3 days’ paid leave per occasion when a member of the Employee’s Immediate Family or household dies or when the Employee’s Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life. Additional days may be granted by special discretion of the Principal.

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

14.2.3 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.

15 Infectious Diseases Leave

15.1 An Employee who is suffering from one of the following 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:

(a) German measles
(b) Chickenpox
(c) Measles
(d) Mumps
(e) Scarlet fever
(f) Whooping cough
(g) Rheumatic fever
(h) Influenza or
(i) Glandular fever
15.2 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.

16 **PUBLIC HOLIDAYS**

16.1 Public holidays are provided for in the NES. Payment for work on a public holiday – an Employee, who is not a Teacher, 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.

16.2 An Employee is entitled to public holidays as specified in the NES and as gazetted by the Victorian Government from time to time. These include the following:
(a) New Year’s Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
(b) the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen’s Birthday and Labour Day; and
(c) Melbourne Cup Day, Grand Final Friday or any other day substituted by an Act of Parliament or Proclamation.

16.3 Public holidays that occur during a period of leave for Employees entitled to Non Attendance Time or School Holidays do not create an additional entitlement.

16.4 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.

16.5 An agreement made in accordance with 16.1 or 16.5 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

17 **PARENTAL LEAVE - UNPAID**

17.1 Entitlement
Parental leave is provided for in the NES. This clause supplements the NES provisions.

17.2 Application
17.2.1 The provisions of this clause apply to Full Time, Part-time and eligible Casual Employees but do not apply to other Casual Employees.

17.2.2 An **eligible casual employee** means a Casual Employee:
- employed by the Employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
17.2.3 For the purposes of this clause, **continuous service** is work for the Employer on a regular and systematic basis (including any period of authorised leave or absence).

17.2.4 The Employer must not fail to re-engage a Casual Employee because:
- the Employee or Employee’s spouse is pregnant; or
- the Employee is or has been immediately absent on parental leave.

17.2.5 The rights of an Employer in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

17.3 Concurrent leave

17.3.1 An Employee who is entitled to concurrent leave under Section 72(5) of the Act may request the Employer to allow the Employee to extend the period of unpaid concurrent leave provided for in the NES up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.

17.3.2 An application under 17.3.1 must be made not less than ten (10) weeks prior to the commencement date of the concurrent period of parental leave, where practicable.

17.4 Part time employment

17.4.1 An Employee entitled to parental leave pursuant to the provisions of clause 17.1 or 17.2 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. The request must be in writing and set out details of the change sought and the reasons for the change.

17.4.2 The Employer shall consider the request having regard to the Employee’s circumstances and, provided the request is genuinely based on the Employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service. The Employer’s decision will be provided in writing to the Employee.

17.4.3 Where an Employee makes a request under clause 17.4.1, the Employer's response will be provided in accordance with the NES, which requires the response to be provided within 21 days of the receipt of the request.

17.5 Variation of period of parental leave

17.5.1 Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Employer and the Teacher.

17.5.2 A Teacher replacing a Teacher granted parental leave will not be entitled to more than four (4) weeks’ notice of termination of employment. The notice of termination provisions will be specified in
writing at the time the replacement Teacher is employed.

17.6 Communication during parental leave

17.6.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- 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.

17.6.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee’s decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

17.6.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer’s capacity to comply with clause 17.6.1.

18 PARENTAL LEAVE – PAID

18.1 Where an Employee is granted unpaid parental leave in accordance with clause 17 to be the primary care giver of the child, the Employee is entitled to payment at the ordinary rate of pay for the first 14 weeks of the period of birth-related or adoption-related leave provided it is taken during the first 14 weeks of the adoption or birth of the child. The payment includes annual leave (pro-rata of four weeks' annual leave only) that would otherwise accrue.

18.2 Where an Employee is granted unpaid concurrent leave at the time of the birth of a child or placement of a child for adoption in accordance with the Act, the Employee is entitled to a parental allowance at the Employee’s ordinary rate of pay for up to two weeks of the concurrent period of leave.

18.3 Where the Employer employs both parents of the child, only one parent is entitled to paid parental leave provided by clause 18.1.

18.4 During the period of time that the Employee is in receipt of paid birth-related or adoption-related leave under 18.1, the Employee:

18.4.1 is entitled to accrue personal/carer’s leave, in accordance with clause 13 of this Agreement.
18.4.2 does not accrue prorata Non Attendance Time in accordance with clause 33.3 of this Agreement.
18.4.3 is entitled to accrue long service leave in accordance with clause 20 of this Agreement.

18.5 Paid parental leave cannot be taken concurrently with any other paid leave. The payment made to an Employee under the Paid Parental Leave Act 2010...
(Cth) is not defined as paid leave provided by the Employer.

18.6 All other parental leave will be unpaid in accordance with clause 17 – Unpaid parental leave.

18.7 Entitlement to a subsequent period of paid parental leave will be subject to completion of 12 months’ continuous paid service upon returning from parental leave as the primary caregiver.

19 FAMILY VIOLENCE LEAVE

19.1 General Principle

The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience Family Violence.

19.2 Definition of Family Violence

This Employer accepts the definition of Family Violence to be the definition of family violence as stipulated in the Family Violence Protection Act 2008 (Vic). The definition of Family Violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

19.3 General Measures

19.3.1 Proof of Family Violence may be required and can be in the form of an agreed document issued by the Police, a court, a doctor, a district nurse, a maternal health care nurse, family violence support service or a lawyer. A signed statutory declaration can be also offered as proof.

19.3.2 All personal information concerning Family Violence will be kept confidential. No information will be kept on an Employee’s file without their permission.

19.3.3 The Principal (or the Principal’s nominee) will be the point of contact for the Employee.

19.4 Leave

19.4.1 All Employees will have access to up to five (5) days of paid family violence leave per annum to address matters relating to Family Violence on the following conditions:

- For Casual Employees family violence leave will be unpaid leave;
- Family violence leave will not accrue from year to year;
- Paid family violence leave will not be paid out on termination;
- A Full Time Employee will first use the Employee’s personal/carer’s leave for family violence leave providing that the Employee’s accrued entitlement to personal/carer’s leave is at least more than 15 days and that it does not result in that entitlement being fewer than 15 accrued days (or a pro-rata amount for a Part Time Employee);
- Family violence leave may be taken as consecutive days or as a single day, or as a fraction of a day, and must be applied for in
advance where practicable; and

19.4.2 Applications for family violence leave are to be made in writing directly to the Principal.

20 **LONG SERVICE LEAVE**

20.1 Entitlement

20.1.1 Section 113 of the Act specifies the entitlement to long service leave at the time of making this Agreement.

20.1.2 A Teacher is entitled to long service leave of 13 weeks upon the completion of ten years of continuous employment. A Teacher is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.

20.1.3 An Employee other than a Teacher is entitled to long service leave of 13 weeks upon the completion of ten years continuous employment for any service after 1 February 2003. Service prior to 1 February 2003 accrues as specified in the *Long Service Leave Act 1992* (Vic.).

20.1.4 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act 1992* (Vic.).

20.1.5 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.

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

20.2 Illness on Long Service Leave

An Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Principal in writing for the period of illness or injury to be treated as sick leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer’s choice, provided the practitioner is reasonably accessible to the Employee and the application may be granted at the Principal's discretion based on the evidence provided.

20.2.1 The Employee's application:

- must be in writing and received by the Employer during the period of illness or injury when the Employee is physically capable of so doing;
- must be accompanied by a medical certificate from a registered medical practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the
period of illness or injury increasing the Employee’s accrued long service leave entitlement.

20.3 Pro-rata Entitlement

20.3.1 An Employee is entitled to pro-rata long service leave upon the completion of seven years of continuous employment.

20.3.2 Upon the completion of seven years of continuous employment, an Employee may apply to take the Employee’s accrued long service leave entitlement. The taking of leave will be at a time mutually agreed between the School and the Employee. The parties to this Agreement expressly acknowledge that it is in the best interests of the School and its students that long service leave is taken insofar as it is possible in periods of whole-of-term blocks. The parties agree that they will negotiate in good faith on an individual basis.

21 Leave Without Pay

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay. This provision expressly overrides the Long Service Leave Act 1992 (Vic).

22 Worker’s Compensation and Accident Make-Up Pay

22.1 Entitlement to accident make-up pay

(a) Subject to clause 22.1(b), where an Employee becomes entitled to compensation payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) (WIRC Act), the Employer who is liable to pay the compensation will pay to the Employee accident make-up pay being an amount equivalent to the difference between:

- the amount of compensation payable under the WIRC Act and, in respect of an Employee who is partially incapacitated, any wages earned by that Employee; and
- the amount that would have been payable under the Agreement (including the Employee’s entitlement to Employer contributions to Superannuation) if the Employee had been performing his or her normal duties.

(b) Accident make-up pay will be paid for a maximum of 39 weeks, inclusive of non-term weeks, in respect of the same injury.

22.2 Accident make-up pay not payable

Accident make-up pay will not be payable if the Employee is on any form of paid leave.

22.3 Accrual of entitlements during accident make-up pay

If an Employee is absent from work because of an illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then the Employee does not accrue any of the following entitlements under the Agreement or under the Act (where relevant) for the duration of any such absence:

(a) annual leave; or
(b) paid personal/carer’s leave.

22.4 Accident make-up pay ceases
An Employee will cease to be entitled to accident make-up pay on the date upon which any of the following occur:
(a) the Employee ceases to have an entitlement to receive weekly payments under the WIRC Act;
(b) the Employee's employment is lawfully terminated by the Employer for any reason;
(c) the Employee resigns; or
(d) the Employee dies.

23 WITHHOLDING OF MONIES

23.1 In the event that an Employee does not provide the full notice required by clause 33.5, 34.5, 35.5, 36.5 or 37.3, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.

24 CONSULTATION ABOUT CHANGE

24.1 This clause applies if the Employer:
(a) has made a definite decision to introduce a major change to 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.

24.2 For a major change referred to in clause 24.1(a):
(a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
(b) clauses 24.3 to 24.9 apply.

24.3 The relevant Employees may appoint a Representative for the purposes of the procedures in this term.

24.4 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.

24.5 As soon as practicable after making its decision, the Employer must:
(a) discuss with the relevant employees:
   • the introduction of the change; and
   • the effect the change is likely to have on the Employees; and
   • 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:

- all relevant information about the change including the nature of the change proposed; and
- information about the expected effects of the change on the Employees; and
- any other matters likely to affect the Employees.

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

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

24.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 24.2(a) and clauses 24.3 and 24.5 are taken not to apply.

24.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
(a) the termination of the employment of Employees; or
(b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or
(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
(d) the alteration of hours of work; or
(e) the need to retrain Employees; or
(f) the need to relocate Employees to another workplace; or
(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

24.10 For a change referred to in clause 24.1(b):
(a) the Employer must notify the relevant Employees of the proposed change; and
(b) clauses 24.11 to 24.15 apply.

24.11 The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.

24.12 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.

24.13 The Employer must:
24.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

24.15 The Employer must give genuine consideration to matters raised about the change by the relevant Employees.

24.16 For the purposes of clauses 24.11 to 24.15, the Employer’s educational timetable in respect of academic classes and student activities, which:
(a) may operate on a term, semester or a School Year basis, and
(b) ordinarily changes between one period of operation and the next, and
(c) may change during the period of operation,
is not a regular roster.

24.17 However, where a change to the educational timetable directly results in a change to the number of ordinary hours of work of an Employee or to the spread of hours over which the Employee’s ordinary hours, are required to be worked or the days over which the Employee is required to work, then clauses 24.11 to 24.15 will apply.

24.18 In this clause, relevant employee means the employees who may be affected by a change referred to in clause 24.1.

25 REDUNDANCY

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

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

25.3 Severance Pay
The severance payment for an Employee will be in accordance with the following:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks' pay</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks' pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>9 weeks' pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>10 weeks' pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>12 weeks' pay</td>
</tr>
<tr>
<td>6 years and less than 8 years</td>
<td>14 weeks' pay</td>
</tr>
<tr>
<td>8 years and less than 9 years</td>
<td>16 weeks' pay</td>
</tr>
<tr>
<td>9 years and less than 10 years</td>
<td>18 weeks' pay</td>
</tr>
<tr>
<td>10 years and less than 11 years</td>
<td>20 weeks' pay</td>
</tr>
<tr>
<td>11 years and less than 12 years</td>
<td>22 weeks' pay</td>
</tr>
<tr>
<td>12 years and less than 13 years</td>
<td>24 weeks' pay</td>
</tr>
<tr>
<td>13 years and over</td>
<td>26 weeks' pay</td>
</tr>
</tbody>
</table>

Weeks' pay means the ordinary time rate of pay for the Employee concerned.

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

25.4 Leaving during notice
An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee’s employment during the period of notice and will be entitled to the same benefits and payments under clause 25.3 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

25.5 Alternative employment
The Employer, in a particular redundancy case, is not obliged to pay any severance pay if the Employer obtains alternative employment for an Employee acceptable to that Employee.

25.6 Time off during notice period

25.6.1 During the period of notice of termination, an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

25.6.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
26 PERFORMANCE MANAGEMENT PROCEDURE

26.1 Where the Employer is considering whether to terminate an Employee’s employment for reasons related to performance, the Employer will apply the procedure in this clause.

26.2 A formal performance management procedure will commence with the Employer advising the Employee in writing of:

(a) the Employer’s concerns with the Employee’s performance;
(b) the time, date and place of the first formal meeting to discuss the Employee’s performance;
(c) 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;
(d) the Employer’s right to terminate the employment should the procedure not resolve the Employer’s concerns.

26.3 Formal performance management meetings will

(a) include discussion of the Employer’s concerns with the Employee’s performance;
(b) give the Employee an opportunity to respond to the Employer’s concerns;
(c) include discussion of any counselling or assistance, where appropriate, available to the Employee;
(d) include documentation, where appropriate;
(e) set periods of review, as appropriate.

26.4 If, following the procedure, 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.

27 CONDUCT MANAGEMENT PROCEDURE

27.1 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.

27.2 The Employer will advise the Employee in writing of:

(a) the Employer’s concern(s) with the Employee’s conduct;
(b) the time, date and place of the meeting to discuss the Employee’s conduct;
(c) 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;
(d) the Employer’s right to terminate the Employee’s employment should the Employer’s concern(s) not be resolved.

27.3 The formal conduct management meeting(s) will:

(a) include discussion of the Employer’s concern(s) with the Employee’s conduct;
(b) give the Employee an opportunity to respond to the Employer’s
concern(s).

27.4 Concern(s) with an Employee’s conduct may be resolved by:
(a) 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;
(b) issuing the Employee with a warning or a final warning in writing;
(c) terminating the employment of the Employee in accordance with the relevant notice provision;
(d) other action, appropriate to the situation.

27.5 Suspension of Employee

27.5.1 The Principal may suspend an Employee on full pay whilst an investigation into the alleged conduct of the Employee is being undertaken where the Principal is satisfied that it is in the best interests of the School, staff or students.

27.5.2 A suspended Employee will not be permitted on School premises during the period of suspension without the express permission or direction of the Principal.

27.5.3 An Employee who is suspended must be available to attend work and participate in any conduct management process as directed by the Principal.

28 Meal Allowance

28.1 The Employer will supply an Employee with a light meal should the Employer require an Employee to remain at school continuously until after 6pm on any day.

28.2 An Employee who is asked to attend a School event that commences after 6pm and who chooses to remain at School so as to attend such an event is entitled to a light meal upon request.

29 Equipment

29.1 Breakage and Loss
An Employee who takes reasonable care will not suffer loss of income for any accidental breakages or loss of property which occur in the normal course of the Employee’s duties.

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

30 Community Service Leave

30.1 Community service leave is provided for in the NES.
30.2 Jury Service Leave

30.2.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required. The Employer will continue to pay the Employee through the normal salary system.

30.2.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

30.2.3 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.

30.2.4 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.

30.2.5 Subject to 30.2.3 of this clause, the Employee agrees to sign a salary deduction form stating that they authorise a deduction of the Court payment from the first salary payment after the end of the jury service. The School agrees to deduct these monies only if the Employee has not already paid the School the full amount received from the Court for jury service.

31 Examination Leave

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

32 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.
PART 3 – TEACHERS

33 TEACHERS

33.1 Classifications and Salary

33.1.1 Schedule 1 sets out the classification structure and progression through the salary scale for Teachers.

33.1.2 Schedule 1 sets out the salary for a Teacher, including a Casual Teacher.

33.2 Hours of Work

33.2.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months excluding any public holidays or annual leave taken. The averaging period will be the School Year.

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

33.2.3 Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.

33.2.4 A Full Time secondary Teacher is employed to undertake up to 17 hours of timetabled instructional time per week, and participate, as scheduled, in assembly/worship time, pastoral care duties, roll call duties, School-related activities and other additional duties such as rostered duties for up to 3 additional hours per week.

33.2.5 In addition to the hours specified in clause 33.2.4, a Full Time secondary Teacher is required to undertake additional rostered duties of up to 12 hours per School Year. These duties will include but are not limited to supervisory grounds duties.

33.2.6 A Full Time primary Teacher is employed to undertake up to 22 hours of time-tabled instruction time per week including participation, as scheduled, in assembly time and morning and afternoon roll call.

33.2.7 In addition to the hours specified in clause 33.2.6, a Full-time primary Teacher is required to undertake additional hours of rostered duties up to 2 hours per week, such as lunch eating supervision, grounds duty at recess, lunchtime, before school or after school.

33.2.8 A Full Time Early Childhood Teacher is employed to undertake up to 27.5 hours of teaching and supervision time per week and participate, as scheduled, in assembly time.

33.2.9 A Full Time Teacher whose time-tabled instruction time per week is below the relevant hours specified in this clause may be allocated other duties to bring the Teacher up to the specified hours.

33.2.10 A Part Time Teacher will have time tabled instruction or supervision pro-rata of the hours specified in this clause and, in addition, may be required to undertake additional rostered duties up to 3 hours and 20 minutes per week on a pro rata basis.

33.2.11 A Part Time Teacher will be paid pro-rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro-rata basis on the specified hours. The pro-rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher’s face-to-face teaching hours are 17 hours secondary, 22 hours primary and 27.5 hours
33.3 Non Attendance Time

33.3.1 A Teacher is not required to attend at the School during Non Attendance Time but is required to perform such professional duties as are reasonably necessary to enable the proper performance of the Teacher's role within the School. The Teacher's role is defined by the Employer.

33.3.2 An exception to 33.3.1 is where a Teacher appointed to the position of an Executive negotiates alternative attendance arrangements with the Principal.

33.3.3 Notwithstanding the period referred to in 33.3.1, a Teacher may be requested to attend the School during Non Attendance Time from time to time.

33.3.4 Non Attendance Time is not a period of authorised leave for the purpose of the Act.

33.3.5 Where a Teacher takes unpaid leave of more than ten days during Attendance Time, the number of days of Attendance Time will be reduced by the number of days taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in clause 33.3.6.

33.3.6 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

\[
\frac{\text{Number of days of Teacher's Attendance Time}}{\text{Total days of School's Attendance Time}} \times \text{Non Attendance Time} - \text{Non Attendance Time}
\]

33.4 Annual Leave

33.4.1 Annual Leave is provided for in the NES. This clause supplements the NES Provisions.

33.4.2 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.

33.4.3 A Teacher must take an amount of annual leave during each of the shutdown periods following the end of Term 1, 2, 3 and 4. The Shut Down Period may differ for individual Teachers, depending on work commitments and activities.

33.4.4 A Teacher and the Employer may agree in writing that the Teacher perform duties during all or part of the Shut Down Period and defer taking the equivalent period of annual leave to another time.

33.4.5 Where a Teacher has not accrued sufficient annual leave to cover the Shut Down Period, the Teacher is entitled to leave without pay.
33.5 Notice of Termination

33.5.1 Where the Employer wishes to terminate the employment of a Teacher who has had five or more years’ continuous service with the Employer, the Employer will give a full term’s notice in writing or full payment in lieu.

33.5.2 Subject to clause 9, where the Employer wishes to terminate the employment of a Teacher who has had more than six months’ continuous service but 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.

33.5.3 Where the Employer wishes to terminate the employment of a Fixed Term Teacher who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks’ notice if the Teacher being replaced provides notice to the Employer that the Teacher being replaced wishes to return from parental leave. The Fixed Term Teacher provides the same period of notice.

33.5.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule 1 that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

33.5.5 Subject to clause 9, a Teacher must provide the Employer with a minimum of seven weeks’ notice in writing with such notice to be given wholly within the one School term.

33.5.6 The notice period in this clause does not apply where the Teacher is guilty of serious misconduct.

33.6 Incremental Redundancy

33.6.1 Where the Employer decides to reduce the load of a Part Time Teacher such that the time fraction would be reduced by 50 per cent or more over two consecutive School Years, and the reduction in load is not at the request of the Teacher, the Teacher is entitled to advise the School that the proposed reduction for the second consecutive School Year is not acceptable.

33.6.2 The Employer, upon being advised by the Teacher that the reduction in load of 50 per cent or more over two consecutive School Years is not acceptable, will declare the Teacher’s position redundant in accordance with clause 24 of this Agreement.

33.6.3 In calculating the severance pay applicable under clause 24.4 the Teacher is entitled to have severance pay calculated using the Teacher’s time fraction on the day immediately preceding the first of the two consecutive School Years on which the Teacher’s time fraction was reduced.

33.7 Camp/Overseas Cultural Excursion

33.7.1 Where a Teacher attends an overnight School camp or overseas School excursion in which the Teacher has direct responsibility for students’ care, the School will pay an allowance of at least $90 per night for the period of the Teacher’s stay over the course of this Agreement.

33.7.2 The Camp Allowance is not payable in situations where a Teacher accompanies the School group in a tourist or private capacity.
PART 4 – SCHOOL ASSISTANTS

34 SCHOOL ASSISTANTS

34.1 Classifications and Salary

34.1.1 Schedule 2A sets out the classification structure and progression through the salary scale.

34.1.2 Schedule 2B sets out the salary for a School Assistant entitled to School Holidays.

34.1.3 Schedule 2C sets out the salary for a School Assistant entitled to four weeks’ annual leave.

34.2 Annual Leave

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

34.2.2 A School Assistant is entitled to four weeks’ annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.

34.2.3 A School Assistant must generally take an amount of annual leave during a Shut Down Period.

34.2.4 Where a School Assistant has not accrued sufficient annual leave to be taken during the Shut Down Period, the School Assistant will be entitled to leave which will be unpaid.

34.3 School Holidays

34.3.1 A School Assistant is entitled to School Holidays, which is inclusive of the annual leave in clause 34.2, if specified at the time of employment or during a period of employment.

34.3.2 The salary for a School Assistant in Schedule 2B takes this period of additional leave into account.

34.3.3 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

34.3.4 A School Assistant who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro-rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

\[
\text{School Assistant's Working Weeks} \times \frac{x}{\text{School's Working Weeks}} \times \text{School Holidays (weeks)}
\]

Note: A School Assistant’s Working Weeks exclude any periods of leave without pay in excess of ten days

34.4 Additional Leave – School Assistants

34.4.1 The Employer may engage and require a School Assistant to work the School’s term weeks or any number of weeks equal to or greater than
the number of term weeks up to a maximum of 48 weeks in a School Year (inclusive of public holidays).

34.4.2 For the purpose of this sub-clause, Additional Leave is defined as the number of weeks of a School Year (excluding annual leave) that the Employer does not require the School Assistant to work.

34.4.3 Additional Leave is authorised leave for the purpose of the Act.

34.4.4 The salary for a School Assistant with additional leave will be as per the following formula:

\[
\text{Annual Salary} = (52.18 - A + B) \times C \times D
\]

where:

\( A \) = number of weeks of additional leave. The number of weeks of additional leave in the formula above must not exceed eight weeks (exclusive of annual leave and additional leave) except where the Employer agrees to additional leave of more than eight weeks at the request, in writing, of the School Assistant.

\( B \) = number of weeks of public holidays falling during periods of additional leave and annual leave.

\( C \) = Full Time weekly salary (refer to Schedule 2C).

\( D \) = the proportion of Full Time hours the School Assistant will be working, if employed on a part-time basis.

provided that the adult weekly salary, where adjusted for additional leave, will not be less than the National Minimum Wage.

Note 1: The number of public holidays falling during annual leave and/or additional leave may change from year to year, necessitating recalculation of each year's annual salary.

Note 2: The Employer and a School Assistant may change the additional leave arrangements by mutual agreement.

34.5 Notice of Termination

34.5.1 Subject to clause 9, where the Employer wishes to terminate the employment of a School Assistant, and the School Assistant has more than six months' service with the Employer, the Employer must give the School Assistant four weeks' notice in writing, or full payment in lieu. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

34.5.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.

34.5.3 Subject to clause 9, a School Assistant must provide the Employer with a minimum of four weeks' notice in writing if the School Assistant has more than six months service with the Employer. Where a School Assistant is entitled to School Holidays under clause 34.3, notice is to be given wholly within the one school term.
34.5.4 In addition to the period of notice specified in clause 34.5.1, a School Assistant over 45 years of age at the time of being given notice with not less than five years of continuous service, will be entitled to an additional week’s notice.

34.5.5 The notice period in this clause and clause 9 do not apply where the School Assistant is guilty of serious misconduct.

34.6 Hours of work

34.6.1 The normal hours of work for a School Assistant will be 38 hours per week to be worked as agreed in advance with the School Assistant and the Employer as well as any changes to daily start and finish times.

34.6.2 Where the Principal or Business Manager requires a School Assistant to work hours that are in addition to the normal hours of work on that day, the Principal or Business Manager will discuss the proposal with the School Assistant in advance of the hours being worked. The School Assistant is not required to agree to the proposal to work the additional or different hours.

34.6.3 The additional hours will be considered reasonable additional hours and do not attract an additional payment. The School Assistant will be entitled to time in lieu for the additional hours worked equivalent to the number of additional hours worked.

34.6.4 Where the Employer requires a School Assistant to work hours additional to the averaging arrangement, the Employer will pay the School Assistant for the additional hours worked at 150 percent of the ordinary rate of pay with the next salary payment. As an alternative, the Employer and School Assistant may agree to a further averaging arrangement by mutual agreement. Such arrangement will be agreed within four weeks of the time being worked and will be recorded in writing with a copy provided to the School Assistant. Where the agreed arrangement is not implemented in accordance with the written agreement, the Employer will pay the School Assistant for the additional hours worked at 150 percent of the ordinary rate of pay with the next salary payment.
PART 5 – CLERICAL AND INFORMATION TECHNOLOGY EMPLOYEES

35 CLERICAL AND INFORMATION TECHNOLOGY EMPLOYEES

35.1 Definition

For the purpose of this clause, Employee means a Clerical Employee and an Information Technology Employee.

35.2 Classifications and Salary

35.2.1 Schedule 3A sets out the classification structure and progression through the salary scale for Clerical Employees. Schedule 6B sets out the classification structure and progression through the salary scale for Information Technology Employees.

35.2.2 Schedule 3B sets out the salary for Clerical Employees. Schedule 6A sets out the salary for Information Technology Employees.

35.3 Annual Leave

35.3.1 Annual Leave is provided for in the NES. This clause supplements the NES.

35.3.2 An Employee is entitled to four weeks’ annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.

35.3.3 An Employee must generally take an amount of annual leave during a Shut Down Period.

35.3.4 An Employee may make an application in writing to cash out accrued annual leave not more than once in any 12 month period and no more than an amount of 2 weeks of annual leave. The granting of the application is at the Employer’s discretion, and is subject to:

- The Employee and the Employer entering into an agreement in writing which states the amount of leave to be cashed out, the amount of the payment and the date on which the payment will be made. The Employer will keep a copy of the written agreement as an employee record;
- The Employee’s remaining accrued entitlement to paid annual leave being not less than five weeks after the cash out;
- The Employee being paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone; and
- The Employer’s financial capacity to grant the application.

35.4 Additional Leave

35.4.1 The Employer may engage and require a Clerical Employee to work the School’s term weeks or any number of weeks equal to or greater than the number of term weeks up to a maximum of 48 weeks in a School Year (inclusive of public holidays).

35.4.2 For the purpose of this subclause, Additional Leave is defined as the number of weeks of a School Year (excluding annual leave) that the Employer does not require the Clerical Employee to work.

35.4.3 Additional Leave is authorised leave for the purpose of the Act.

35.4.4 The salary for a Clerical Employee with additional leave will be as per
the following formula:

\[
\text{Annual Salary} = (52.18 - A + B) \times C \times D
\]

where:

- \( A \) = number of weeks of additional leave. The number of weeks of additional leave in the formula above must not exceed eight weeks (exclusive of annual leave and additional leave) except where the Employer agrees to additional leave of more than eight weeks at the request, in writing, of the Clerical Employee.

- \( B \) = number of weeks of public holidays falling during periods of additional leave and annual leave.

- \( C \) = Full Time weekly salary (refer to Schedule 3B)

- \( D \) = the proportion of Full Time hours the Clerical Employee will be working, if employed on a part-time basis

provided that the adult weekly salary, where adjusted for additional leave, will not be less than the National Minimum Wage.

Note 1: The number of public holidays falling during annual leave and/or additional leave may change from year to year, necessitating recalculation of each year’s annual salary.

Note 2: The Employer and a Clerical Employee may change the additional leave arrangements by mutual agreement

35.5 Notice of Termination

35.5.1 Subject to clause 9, where the Employer wishes to terminate the employment of an Employee, the Employer must give the Employee the following amount of notice or full payment in lieu:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>Over 1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 years of completed service</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

35.5.2 In addition to the notice specified in clause 35.5.1, an Employee over 45 years of age at the time of the giving of the notice with not less than two years’ continuous service, is entitled to an additional week’s notice.

35.5.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 3B that an Employee would have received by working during the notice period if the Employee’s employment had not been terminated.

35.5.4 Subject to clause 9, an Employee must provide the Employer with the following amount of notice in writing if the Employee has more than 6 months’ service with the Employer.
<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>Over 1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 years of completed service</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

35.5.5 The notice period in this clause and clause 9 do not apply where the Employee is guilty of serious misconduct.

35.6 Hours of work

35.6.1 The normal hours of work for an Employee will be 38 hours per week or an average of 38 hours over a month or fortnight.

35.6.2 Where the Principal or Business Manager requires an Employee to work hours that are in addition to the normal hours of work on that day, the Principal or Business Manager will discuss the proposal with the Employee in advance of the hours being worked. The Employee is not required to agree to the proposal to work the additional or different hours.

35.6.3 The additional hours will be considered reasonable additional hours and do not attract an additional payment. The Employee will be entitled to time in lieu for the additional hours worked equivalent to the number of additional hours worked. The hours of work will then be averaged over the period of a term. The averaging will exclude any public holidays or annual leave taken.

35.6.4 Where the Employer requires an Employee to work hours additional to the averaging arrangement, the Employer will pay the Employee for the additional hours worked at 150 percent of the ordinary rate of pay with the next salary payment. As an alternative, the Employer and the Employee may agree to a further averaging arrangement by mutual agreement. Such arrangement will be agreed within four weeks of the time being worked and will be recorded in writing with a copy provided to the Employee. Where the agreed arrangement is not implemented in accordance with the written agreement, the Employer will pay the Employee for the additional hours worked at 150 percent of the ordinary rate of pay with the next salary payment.

35.6.5 Where it is not possible to take time in lieu as per clause 35.6.3 or 35.6.4, within a three-month period of working the additional hours, the Employer will pay the Employee at 150 per cent of the ordinary time rate of pay.
PART 6 – EARLY LEARNING CENTRE ASSISTANTS

36  EARLY LEARNING CENTRE ASSISTANTS

36.1 Definition
For the purpose of this clause, Early Learning Centre Assistant includes ELC Assistant.

36.2 Classifications and Salary
36.2.1 Schedule 4A sets out the salary structure for an ELC Assistant.
36.2.2 Schedule 4B sets out the classification structure for an ELC Assistant.

36.3 Annual Leave
36.3.1 Annual Leave is provided for in the NES. This clause supplements the NES provisions.
36.3.2 An ELC Assistant is entitled to four weeks’ annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.
36.3.3 An ELC Assistant must generally take an amount of annual leave during a Shut Down Period.
36.3.4 Where an ELC Assistant has not accrued sufficient annual leave to be taken during the Shut Down Period, the ELC Assistant will be entitled to leave which will be unpaid.

36.4 School Holidays
36.4.1 An ELC Assistant is entitled to School Holidays, which are inclusive of the annual leave in clause 36.3, if specified at the time of employment or during a period of employment.
36.4.2 The salary for an ELC Assistant in Schedule 4A takes this period of additional leave into account.
36.4.3 An ELC Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
36.4.4 An ELC Assistant who is employed for part only of a School Year or who takes leave without pay in excess of ten (10) working days in any School Year, will be paid on a pro-rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

\[
\text{Early Childhood Assistant’s Working Weeks} \times \frac{\text{School’s Working Weeks}}{\text{School Holidays (already taken)}}
\]

Note: All amounts are expressed in weeks or part-weeks.

36.5 Notice of Termination
36.5.1 Subject to clause 9, where the Employer wishes to terminate the employment of an ELC Assistant, and the ELC Assistant has more
than six months’ service with the Employer, the Employer must give the ELC Assistant four weeks’ notice in writing, or full payment in lieu. Notice is to be given wholly within the one school term.

36.5.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay that an ELC Assistant would have received by working during the notice period if the ELC Assistant's employment had not been terminated.

36.5.3 Subject to clause 9, an ELC Assistant must provide the Employer with a minimum of four weeks’ notice in writing if the ELC Assistant has more than six months service with the Employer. Where an ELC Assistant is entitled to School Holidays under clause 34.3, notice is to be given wholly within the one school term.

36.5.4 In addition to the period of notice specified in clause 34.4.1, an ELC Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service, will be entitled to an additional week’s notice.

36.5.5 The notice period in this clause and clause 9 do not apply where the ELC Assistant is guilty of serious misconduct.

36.6 Hours of work

36.6.1 The normal hours of work for an ELC Assistant will be 38 hours per week to be worked as agreed in advance with the ELC Assistant and the Employer as well as any changes to daily start and finish times.

36.6.2 The Principal may require an ELC Assistant to work hours that are in addition to the normal hours of work on that day, in accordance with the arrangement specified in Schedule 4A.
PART 7 – MAINTENANCE AND OUTDOOR EMPLOYEES

37 MAINTENANCE AND OUTDOOR EMPLOYEES

37.1 Classifications and Salary

37.1.1 Schedule 5A sets out the salary structure for a Maintenance and/or Outdoor Employee (‘the M/O Employee’).

37.1.2 Schedule 5B sets out the classification structure for an M/O Employee.

37.2 Annual Leave

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

37.2.2 A Maintenance and Outdoor Employee is entitled to four weeks’ annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.

37.2.3 An Employee may make an application in writing to cash out accrued annual leave not more than once in any 12 month period. The granting of the application is at the Employer’s discretion, and is subject to:

- The Employee and the Employer entering into an agreement in writing which states the amount of leave to be cashed out, the amount of the payment and the date on which the payment will be made. The Employer will keep a copy of the written agreement as an employee record;
- The Employee’s remaining accrued entitlement to paid annual leave being not less than five weeks after the cash out;
- The Employee being paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone; and
- The Employer’s financial capacity to grant the application.

37.3 Notice of Termination

37.3.1 Subject to clause 9, where the Employer wishes to terminate the employment of an M/O Employee, and the M/O Employee has more than six months’ service with the Employer, the Employer must give the M/O Employee four weeks’ notice in writing, or full payment in lieu.

37.3.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay that an M/O Employee would have received by working during the notice period if the M/O Employee's employment had not been terminated.

37.3.3 Subject to clause 9, an M/O Employee must provide the Employer with a minimum of four weeks' notice in writing if the M/O Employee has more than six months' service with the Employer.

37.3.4 In addition to the period of notice specified in clause 34.4.1, an M/O Employee over 45 years of age at the time of being given notice with not less than 5 years of continuous service, will be entitled to an additional week’s notice.

37.3.5 The notice period in this clause and clause 9 do not apply where the M/O Employee is guilty of serious misconduct.
37.4 Hours of work

37.4.1 The normal hours of work for an M/O Employee will be 38 per week to be worked as agreed in advance with the M/O Employee and the Employer as well as any changes to daily start and finish times.

37.4.2 The Principal may require an M/O Employee to work hours that are in addition to the normal hours of work on that day, in accordance with the arrangement specified in Schedule 5B.

37.5 Meal Breaks

37.5.1 A period of not less than thirty (30) minutes, not later than five (5) hours after commencing work, will be allowed for a meal break.

37.5.2 An M/O Employee required to work through his or her normal meal break will be paid at the rate of time and half until such time as the M/O Employee receives a meal break of the customary duration.

37.6 Tea Breaks

37.6.1 A tea break of ten (10) minutes duration, to be counted as time worked, will be allowed during the morning and afternoon periods of each working day to each individual M/O Employee at a time to be arranged by the Employer.

37.6.2 The afternoon tea break provided in clause 37.6.1 will not be taken where the majority of employees agree to forego the break and cease normal work ten (10) minutes earlier each day, or substitute the morning tea break with a twenty (20) minute break rather than a ten (10) minute break.

37.7 Crib Breaks

37.7.1 An M/O Employee working overtime will be allowed a crib break of twenty (20) minutes duration without deduction of pay after each four hours of overtime worked if the M/O Employee continues to work after such a break.

37.7.2 Where the period of overtime is to be for more than one and a half hours an M/O Employee will be allowed a meal break of twenty (20) minutes after ordinary hours before starting overtime. This break will be paid for at ordinary rates.

37.7.3 The Employer and an M/O Employee may agree to any variation of the provisions of 37.7.2 to meet the circumstances of the work in hand provided that the Employer will not be required to make payment in respect of any time allowed in excess of twenty (20) minutes.
DECLARATION

This Agreement is executed at South Yarra, Victoria on this:

6 day of December 2016

Signed for and on behalf of Melbourne Girls Grammar – an Anglican school (ACN 116806163) as represented by:

Catherine Misson, Principal

Mrs Catherine Misson, Principal

c/o 86 Anderson Street, South Yarra, Victoria 3141

Address

In the presence of

Mr Christian Lawless, Witness

Signed for and on behalf of the Employees as represented by:

Name of Employee Representative (in print)

NICHOLAS VITTOGAMMIS

Address of Employee Representative

c/o 86 Anderson Street, South Yarra, Victoria 3141

In the presence of

Name of Witness (in print)

ANIS CUCHILLA-CASILLO
SCHEDULES

Schedule 1 – Teacher Rates of Pay

1.1 Annual Salary

1.1.1 A Teacher will be paid not less than the rate of pay relevant to the Teacher’s classification.

<table>
<thead>
<tr>
<th>Teacher Classification</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td>70,105</td>
<td>72,384</td>
<td>74,556</td>
</tr>
<tr>
<td>P2</td>
<td>72,102</td>
<td>74,445</td>
<td>76,679</td>
</tr>
<tr>
<td>P3</td>
<td>73,966</td>
<td>76,370</td>
<td>78,661</td>
</tr>
<tr>
<td>4</td>
<td>79,047</td>
<td>81,616</td>
<td>84,064</td>
</tr>
<tr>
<td>5</td>
<td>82,390</td>
<td>85,068</td>
<td>87,621</td>
</tr>
<tr>
<td>6</td>
<td>83,717</td>
<td>86,438</td>
<td>89,031</td>
</tr>
<tr>
<td>7</td>
<td>86,972</td>
<td>89,798</td>
<td>92,492</td>
</tr>
<tr>
<td>8</td>
<td>90,227</td>
<td>93,160</td>
<td>95,954</td>
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<tr>
<td>9</td>
<td>93,472</td>
<td>96,509</td>
<td>99,405</td>
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<tr>
<td>10</td>
<td>96,725</td>
<td>99,868</td>
<td>102,863</td>
</tr>
<tr>
<td>QT1</td>
<td>104,401</td>
<td>107,794</td>
<td>111,028</td>
</tr>
<tr>
<td>QT2</td>
<td>108,074</td>
<td>111,587</td>
<td>114,935</td>
</tr>
</tbody>
</table>

Responsibility Allowance Increase: 3.50% 3.25% 3.00%

1.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

1.1.3 A Teacher may only progress from QT1 to QT2 level upon meeting the performance standards and expectations as defined by the School. QT2 standards and expectations will be guided by the National Professional Standards for Teachers as defined by AITSL, the fourth and final career stage ‘Lead Teacher’.

1.1.4 Until a Teacher reaches Level QT1, providing a Teacher has a minimum load of 40%, an automatic progression to the next level occurs after completion of 12 months’ service at each level on 1 February of each year. Where a teacher’s load is less than 40%, the Teacher must complete 24 months’ service at each level until progressing to the next.

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

1.2 Casual rate of pay

The rates of pay for a casual teacher are in accordance with Clause 14 of the Educational Services (Teachers) Award 2010.
Schedule 2A – School Assistant Classification Structure

2A.1 Classifying school assistants

2A.1.1 Positions for ancillary staff employed in libraries, laboratories and on audio-visual duties, and as teacher aides will be classified in accordance with the following criteria.

2A.1.2 With the exception of Grade 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as “typical” at each of the grades. A position need not involve all the duties listed as “typical” of the grade nor are the typical duties the only ones which may be required.

2A.1.3 Upon engagement, the Employer will inform a School Assistant of the classification grade and the rate of pay applying to that classification.

2A.2 Grade 1

2A.2.1 Positions

Positions for which qualifications are not required:
- teacher aide, including an early childhood assistant
- library assistant
- laboratory assistant
- audio visual assistant

2A.2.2 Characteristics

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

2A.2.3 Typical duties

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

2A.2.3(a) Library assistant:

Provision of general assistance of a supportive nature for professional and para-professional library staff including:
- processing books (marking, covering, repairing and shelving)
- sorting catalogue cards
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying
2A.2.3(b) Audio-visual assistant

Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio and video recording.

2A.2.3(c) Laboratory assistant

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

2A3.2.3(d) Teacher aide

Provision of general assistance of a supportive nature for teaching staff as directed including:
1. assist with the collection, preparation and distribution of teaching aids
2. maintain records of books and materials distributed
3. assist with clerical duties associated with normal classroom activities e.g. pupil records, collections etc.
4. collect and distribute stock and equipment
5. assist teachers with care of children on School excursions, sports days, and other out of classroom activities.

2A.3 Grade 1A

2A.3.1 Characteristics

Positions, the occupants of which are required by the Employer to undertake a relevant post-secondary course of study.

2A.3.2 Positions

- library technician-in-training
- laboratory technician-in-training
- audio-visual technician-in-training

2A.4 Grade 2

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

2A.4.1 Positions

- library technician
- laboratory technician
- audio-visual technician

2A.4.2 Characteristics

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

2A.4.3 Typical duties

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

2A.4.3(a) Library technician

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

2A.4.3(b) Audio-visual technician

Performing responsible tasks associated with the efficient operation of an audio-visual section including such tasks as:
- operating and maintaining a wide range of equipment
- demonstrating and explaining the operation of equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc.
- evaluating and making recommendations for purchase

2A.4.3(c) Laboratory technician
Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- manufacturing and servicing equipment
- implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- culturing, preparing for use and being responsible to the Head of Department for the security of bacterial, viral or other like substances
- ordering supplies and materials

2A.5 Grade 3

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

2A.5.1 Positions

- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- senior audio-visual technician
- audio-visual co-ordinator

2A.5.2 Characteristics

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

2A.5.3 Typical duties

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

2A.5.3(a) Senior library technician/librarian

Performing responsible tasks associated with the efficient operation of a library such as:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
• supervising staff
• arranging in-service training of para-professional and unqualified staff where appropriate
• in-charge of an identifiable functional unit (e.g. audio-visual)
• selection and ordering of periodicals
• liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

2A.5.3(b) Senior A/V technician/laboratory manager

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:
• production of resource material, e.g., multimedia kits, video and film clips
• teaching skills to teachers and individual students
• maintaining security of equipment and materials
• budgeting
• liaison with heads of department on curriculum
• organising resources material
• developing borrowing strategies
• supervising staff

2A.5.3(c) Senior laboratory technician/laboratory manager

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

2A.6 Grade 4

Characteristics and duties as for Grade 3, but must be directly supervising at least two Full Time Employees or at least three Employees if any of the Employees are part-time.
Schedule 2B – Rates of Pay for School Assistants with School Holidays

2B.1 A Full Time School Assistant entitled to School Holidays will be paid not less than the following annual salary, which includes leave loading, relevant to the School Assistant’s classification.

<table>
<thead>
<tr>
<th>Grade</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1</td>
<td>41,661</td>
<td>43,015</td>
<td>44,306</td>
</tr>
<tr>
<td>1/2</td>
<td>42,923</td>
<td>44,318</td>
<td>45,647</td>
</tr>
<tr>
<td>1/3</td>
<td>44,218</td>
<td>45,655</td>
<td>47,025</td>
</tr>
<tr>
<td>1/4</td>
<td>45,412</td>
<td>46,887</td>
<td>48,293</td>
</tr>
<tr>
<td>1/5</td>
<td>46,717</td>
<td>48,235</td>
<td>49,681</td>
</tr>
<tr>
<td>1a/1</td>
<td>48,135</td>
<td>49,700</td>
<td>51,191</td>
</tr>
<tr>
<td>1a/2</td>
<td>49,294</td>
<td>50,897</td>
<td>52,424</td>
</tr>
<tr>
<td>2/1</td>
<td>49,294</td>
<td>50,897</td>
<td>52,424</td>
</tr>
<tr>
<td>2/2</td>
<td>50,218</td>
<td>51,850</td>
<td>53,405</td>
</tr>
<tr>
<td>2/3</td>
<td>51,856</td>
<td>53,541</td>
<td>55,148</td>
</tr>
<tr>
<td>2/4</td>
<td>53,140</td>
<td>54,867</td>
<td>56,513</td>
</tr>
<tr>
<td>2/5</td>
<td>54,435</td>
<td>56,204</td>
<td>57,890</td>
</tr>
<tr>
<td>2/6</td>
<td>55,719</td>
<td>57,530</td>
<td>59,257</td>
</tr>
<tr>
<td>3/1</td>
<td>55,719</td>
<td>57,530</td>
<td>59,257</td>
</tr>
<tr>
<td>3/2</td>
<td>57,408</td>
<td>59,274</td>
<td>61,052</td>
</tr>
<tr>
<td>3/3</td>
<td>58,820</td>
<td>60,732</td>
<td>62,554</td>
</tr>
<tr>
<td>3/4</td>
<td>60,372</td>
<td>62,334</td>
<td>64,203</td>
</tr>
<tr>
<td>3/5</td>
<td>61,735</td>
<td>63,742</td>
<td>65,654</td>
</tr>
<tr>
<td>3/6</td>
<td>63,456</td>
<td>65,518</td>
<td>67,484</td>
</tr>
<tr>
<td>4/1</td>
<td>60,372</td>
<td>62,334</td>
<td>64,203</td>
</tr>
<tr>
<td>4/2</td>
<td>61,909</td>
<td>63,921</td>
<td>65,838</td>
</tr>
<tr>
<td>4/3</td>
<td>63,456</td>
<td>65,518</td>
<td>67,484</td>
</tr>
<tr>
<td>4/4</td>
<td>65,010</td>
<td>67,122</td>
<td>69,136</td>
</tr>
<tr>
<td>4/5</td>
<td>66,559</td>
<td>68,723</td>
<td>70,785</td>
</tr>
<tr>
<td>4/6</td>
<td>68,102</td>
<td>70,315</td>
<td>72,425</td>
</tr>
</tbody>
</table>

2B.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.
2B.1.3 The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

2B.2 Casual Rate of Pay

2B.2.1 A Casual School Assistant will be paid the hourly rate of pay appropriate for the class of work performed plus a loading of 25%.

2B.2.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this agreement to annual leave or School Holidays, leave loading, personal/carer’s leave, paid compassionate leave and paid parental allowance.

2B.3 Part Time Salary

A Part Time School Assistant will be paid pro rata of the salary that the School Assistant would be entitled to receive if employed as a Full Time School Assistant. The pro rata annual salary is calculated using the following formula:

\[
\text{Total Hours Employed Per week} \times \frac{\text{Appropriate Full Time Annual Salary}}{38}
\]

2B.4 Incremental Advancement

Advancement to the next increment within the appropriate Grade will take place on 1 February of each year. A School Assistant employed for 40 per cent or less of Full Time working hours will be required to complete 24 months’ service before advancement.
Schedule 2C – Rates of Pay for School Assistants with Annual Leave

2C.1 A Full Time School Assistant entitled to Annual Leave will be paid not less than the following annual salary, which includes leave loading, relevant to the School Assistant’s classification.

<table>
<thead>
<tr>
<th>Grade</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1</td>
<td>45,068</td>
<td>46,533</td>
<td>47,929</td>
</tr>
<tr>
<td>1/2</td>
<td>46,437</td>
<td>47,947</td>
<td>49,385</td>
</tr>
<tr>
<td>1/3</td>
<td>47,851</td>
<td>49,407</td>
<td>50,889</td>
</tr>
<tr>
<td>1/4</td>
<td>49,182</td>
<td>50,781</td>
<td>52,304</td>
</tr>
<tr>
<td>1/5</td>
<td>50,613</td>
<td>52,258</td>
<td>53,826</td>
</tr>
<tr>
<td>1a/1</td>
<td>52,154</td>
<td>53,850</td>
<td>55,466</td>
</tr>
<tr>
<td>1a/2</td>
<td>53,397</td>
<td>55,132</td>
<td>56,786</td>
</tr>
<tr>
<td>2/1</td>
<td>53,397</td>
<td>55,132</td>
<td>56,786</td>
</tr>
<tr>
<td>2/2</td>
<td>54,789</td>
<td>56,570</td>
<td>58,268</td>
</tr>
<tr>
<td>2/3</td>
<td>56,174</td>
<td>57,999</td>
<td>59,739</td>
</tr>
<tr>
<td>2/4</td>
<td>57,572</td>
<td>59,444</td>
<td>61,227</td>
</tr>
<tr>
<td>2/5</td>
<td>58,965</td>
<td>60,882</td>
<td>62,709</td>
</tr>
<tr>
<td>2/6</td>
<td>60,360</td>
<td>62,322</td>
<td>64,192</td>
</tr>
<tr>
<td>3/1</td>
<td>60,360</td>
<td>62,322</td>
<td>64,192</td>
</tr>
<tr>
<td>3/2</td>
<td>62,030</td>
<td>64,046</td>
<td>65,968</td>
</tr>
<tr>
<td>3/3</td>
<td>63,718</td>
<td>65,788</td>
<td>67,762</td>
</tr>
<tr>
<td>3/4</td>
<td>65,401</td>
<td>67,526</td>
<td>69,551</td>
</tr>
<tr>
<td>3/5</td>
<td>67,074</td>
<td>69,255</td>
<td>71,333</td>
</tr>
<tr>
<td>3/6</td>
<td>68,748</td>
<td>70,982</td>
<td>73,111</td>
</tr>
<tr>
<td>4/1</td>
<td>65,408</td>
<td>67,534</td>
<td>69,560</td>
</tr>
<tr>
<td>4/2</td>
<td>67,074</td>
<td>69,255</td>
<td>71,333</td>
</tr>
<tr>
<td>4/3</td>
<td>68,748</td>
<td>70,982</td>
<td>73,111</td>
</tr>
<tr>
<td>4/4</td>
<td>70,429</td>
<td>72,718</td>
<td>74,900</td>
</tr>
<tr>
<td>4/5</td>
<td>72,106</td>
<td>74,449</td>
<td>76,682</td>
</tr>
<tr>
<td>4/6</td>
<td>73,777</td>
<td>76,175</td>
<td>78,460</td>
</tr>
</tbody>
</table>

2C.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

2C.1.3 The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.
2C.2 Casual Rate of Pay

2C.2.1 A Casual School Assistant will be paid the hourly rate of pay appropriate for the class of work performed plus a loading of 25%.

2C.2.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, leave loading, personal/carer’s leave, paid compassionate leave and paid parental allowance.

2C.3 Part Time Salary

A Part Time School Assistant will be paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the Clerical Employee’s classification.

2C.4 Incremental advancement

Advancement to the next increment within the appropriate Grade will take place on 1 February of each year. A School Assistant employed for 40 per cent or less of Full Time working hours will be required to complete 24 months’ service before advancement.
Schedule 3A – Rates of Pay for Clerical Employees

3A.1 Annual Salary

3A.1.1 A Full Time Clerical Employee will be paid not less than the following annual salary, including leave loading, relevant to the Clerical Employee’s classification.

<table>
<thead>
<tr>
<th>Grade</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Junior Under 17 years</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>80% of Full Time adult Category 1</td>
<td>26,485</td>
<td>27,346</td>
<td>28,166</td>
</tr>
<tr>
<td>Junior at 17 years</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60% of Full Time adult Category 1</td>
<td>31,781</td>
<td>32,814</td>
<td>33,798</td>
</tr>
<tr>
<td>Junior at 18 years</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>70% of Full Time adult Category 1</td>
<td>37,076</td>
<td>38,282</td>
<td>39,430</td>
</tr>
<tr>
<td>Junior at 19 years</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>80% of Full Time adult Category 1</td>
<td>42,374</td>
<td>43,752</td>
<td>45,065</td>
</tr>
<tr>
<td>Junior at 20 years</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>90% of Full Time adult Category 1</td>
<td>47,668</td>
<td>49,217</td>
<td>50,693</td>
</tr>
<tr>
<td>Category 1</td>
<td>52,966</td>
<td>54,687</td>
<td>56,327</td>
</tr>
<tr>
<td>Category 2</td>
<td>59,234</td>
<td>61,158</td>
<td>62,992</td>
</tr>
<tr>
<td>Category 3</td>
<td>63,779</td>
<td>65,852</td>
<td>67,828</td>
</tr>
<tr>
<td>Category 4</td>
<td>73,807</td>
<td>76,206</td>
<td>78,492</td>
</tr>
<tr>
<td>Category 5</td>
<td>82,266</td>
<td>84,940</td>
<td>87,489</td>
</tr>
<tr>
<td>Category 6</td>
<td>93,550</td>
<td>96,591</td>
<td>99,490</td>
</tr>
</tbody>
</table>

3A.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

3A.1.3 Clerical employees may request their Manager and/or the Principal for a salary review.

3A.2 Weekly Salary

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

3A.3 Part Time Salary

A Part Time Clerical Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the Clerical Employee’s classification.

3A.4 Casual Rate of Pay

3A.4.1 A Casual Clerical Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the class of work performed plus 25%.

3A.4.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, leave loading, personal/carer’s leave, paid compassionate leave and paid parental allowance.
### Schedule 3B – Clerical Employee Classification Structure

A Clerical Employee needs to satisfy the full content of each Category in this Schedule with a clear demonstration of this competence for consideration for advancement to the next Category. Nil or part attainment of a Category in this Schedule will not be considered for advancement to the next Category.

<table>
<thead>
<tr>
<th>Category 1</th>
<th>Category 2</th>
<th>Category 3</th>
<th>Category 4</th>
<th>Category 5</th>
<th>Category 6</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Summary</strong></td>
<td>Limited to wide range of tasks. No skill required. Limited autonomy.</td>
<td>Wide range of tasks. Some via qualifications or experience. Routine supervision. May supervise Category 1 employees.</td>
<td>Wide range of tasks. Higher level of skill than Category 2. Little direction. May supervise Category 1 to 2 employees.</td>
<td>Supports senior administrator or manages specific function. Higher level of skill than Category 3. Little direction. May supervise Category 1 to 3 employees.</td>
<td>Administers a range of services within the School. Determines operational strategies under general direction. Supervises employees.</td>
</tr>
<tr>
<td><strong>Qualifications</strong></td>
<td>Employee is not required to undertake duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate/diploma or equivalent or from on-the-job experience considered relevant by the employer.</td>
<td>Employee, in addition to the knowledge and skills required at Category 2, is required to undertake duties needing additional experience or knowledge such as may be gained by the completion of a relevant three-year post-secondary qualification or from on-the-job experience considered relevant by the employer.</td>
<td>Employee, in addition to the knowledge and skills required at Category 3, is required to undertake duties requiring additional experience or knowledge either as a result of qualifications or experience or both.</td>
<td>Employee requires knowledge of the operations of the work area and the operative procedures and guidelines. Employee has the skills required to do the job either as a result of qualifications or experience or both.</td>
<td>Employee requires specialist, professional and/or technical knowledge, understanding and expertise related to the tasks of the work area. Employee has the skills required to do the job either as a result of qualifications or experience or both.</td>
</tr>
<tr>
<td>General Description/Work Complexity</td>
<td>With specific direction, the Employee is required to perform a variety of basic administrative functions, with a limited range of skills. Work involves the application of established principles, practices and procedures, is generally repetitious and requires a methodical approach. The Employee will be required to exercise minimal multi-tasking, responsibility, initiative or autonomy.</td>
<td>Under general direction, the Employee, in addition to the knowledge and skills required at Category 2, is required to undertake duties needing additional experience or knowledge. Work involves a number of variables which may complicate the application of established principles, practices and procedures. Positions at this category may, under general direction, assist with the coordination of support services. The Employee is required to exercise significant multi-tasking, responsibility, accountability, initiative and autonomy.</td>
<td>The Employee is required to undertake duties similar to those of previous categories which involve more complex issues. Is fully competent and very experienced in a technical sense and requires little guidance during the performance of work. The Employee will be required to exhibit a high level of decision making, initiative, autonomy, responsibility and accountability. Positions at this category may, under limited direction, coordinate support services. If in a support position to a senior manager an Employee at this category would generally be required to manage a specific support role. An Employee would be appointed to this category where there is a requirement to manage a functional or team responsibility. The Employee is fully competent in a professional sense and requires no guidance during the performance of work. The Employee must display a high level of responsibility and accountability and exercise a significant range of specialist skills. They must have the capacity to think and work independently, make important administrative decisions and to initiate and advise on policy. The Employee would be responsible for providing key support and advice to senior management. An Employee at this category, under general direction, will be required to administer the finance, personnel, administration, buildings and equipment resources of the educational institution. Employee may be responsible for the day to day management, supervision and co-ordination of administrative support staff. Employee will provide high level administrative and management support to the senior management. Business management becomes a key aspect in this category. Co-ordination of support functions with</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervision/Direction Received</td>
<td>The Employee at this category receives direct supervision. Receives specific instructions on what is required, how it is to be performed and the required timeframe. The work performed is subject to regular progress checks.</td>
<td>The Employee at this category receives general supervision. Receives broad instructions on what is required, how it is to be performed and the required timeframe. The work performed is subject to occasional progress checks and tasks are reviewed on completion.</td>
<td>The Employee at this category receives little supervision. Receives general direction and instruction on what outcomes are to be achieved and the required timeframe. The work performed is subject to occasional progress checks, usually confined to the unusual or difficult aspects. Tasks are reviewed on completion.</td>
<td>The Employee at this category is not subject to supervision. The Employee at this category receives limited direction, normally comprising a clear statement of objectives. Has responsibility and broad ranging accountability for the structure, management and output of the work of others. Work is usually measured in terms of the achievement of stated objectives.</td>
<td>The Employee at this category receives limited direction, normally comprising a clear statement of objectives. Has responsibility and broad ranging accountability for the structure, management and output of the work of others. Work is usually measured in terms of the achievement of stated objectives.</td>
</tr>
</tbody>
</table>
### Supervision Direction Provided

| An Employee at this category does not supervise other Employees or students. | An Employee at this category may be expected to provide functional supervision to other Employees from categories 1 and 2. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc. | An Employee at this category may be expected to provide functional supervision to other Employees from categories 1, 2 and 3. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc. | An Employee at this category may be expected to provide functional management supervision and coordination to other Employees from categories 1, 2, 3, 4 and 5. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc. |

### Communication – Written/Verbal/Interpersonal

| Primarily in contact with supervisor, co-workers and peers within the School. Is able to communicate information effectively and courteously. | Communicates effectively and influentially in order for the team to achieve its objectives. | Communicates effectively and influentially and resolves issues in order for the team to achieve School objectives. | Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages, empowers and supports team members to participate in decision making processes. Provides | In addition to the knowledge and skills required at Category 5, the Employee is required to provide authoritative advice in relation to those reports and administrative policy and issues within the School. |
| Indicative Duties Administrative Services | | | appropriate feedback and maintains team commitment. |
|----------------|----------------|----------------|
| Undertake clerical and administrative duties involving routine office procedures e.g.: basic photocopying; collecting/sorting mail collating; basic keyboard/data entry duties; communicating information in accordance with policies and procedures. | Provide general reception, clerical, keyboard and office administrative support e.g.: responding to enquiries – referring on as appropriate; extracting data from school systems; maintaining and updating office systems and administration records; assist in the completion of administrative reports or processes. | Provide administrative support to management e.g.: developing and maintaining filing system; utilisation of computer systems; coordinating schedules responding to the needs of students; manage work priorities in consultation with manager/team leader. | Provide administrative support to senior management e.g.: managing complex administrative systems, School calendar, database, student/school records; determine and manage priorities of a department updating administrative office procedures and policies; co-ordinating complex schedules, interviews and events. | Provide administrative support to the Principal, Deputy Principal e.g.: management of a functional responsibility e.g. HR; management of a corporate services team, their work processes and professional learning; undertake a significant role in the selection and hiring of Employees; final proof of official School documents or correspondence. | In addition to the knowledge and skills required at Category 5, the Employee is required to provide high level administrative and management support to the senior management. This will include ensuring all records are accurately maintained and that senior management are provided with all relevant reports such as: Council Reports; Budgets; Statistical Reports and provide authoritative advice in relation to those reports and administrative policy and issues within the School. |
The Employee will be involved and liaise with external associations such as ASBA, AISV, AHRI or related government agencies.

The Employee may be Required to undertake investigations, provide draft responses to correspondence. Coordination of staff undertaking these tasks may also be required.
Schedule 4A – Rates of Pay for Early Learning Centre Assistants with School Holidays

4A.1 Annual Salary

4A.1.1 A Full time ELC Assistant entitled to School Holidays will be paid not less than the annual rate of pay specified for the ELC Assistant’s classification.

<table>
<thead>
<tr>
<th>Grade</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1</td>
<td>41,661</td>
<td>43,015</td>
<td>44,306</td>
</tr>
<tr>
<td>1/2</td>
<td>42,923</td>
<td>44,318</td>
<td>45,647</td>
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<tr>
<td>1/3</td>
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<tr>
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<td>50,897</td>
<td>52,424</td>
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<tr>
<td>2/2</td>
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<td>51,850</td>
<td>53,405</td>
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<tr>
<td>2/3</td>
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<tr>
<td>3/3</td>
<td>58,820</td>
<td>60,732</td>
<td>62,554</td>
</tr>
<tr>
<td>3/4</td>
<td>60,372</td>
<td>62,334</td>
<td>64,203</td>
</tr>
<tr>
<td>3/5</td>
<td>61,735</td>
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</tr>
<tr>
<td>3/6</td>
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<td>65,518</td>
<td>67,484</td>
</tr>
<tr>
<td>4/1</td>
<td>60,372</td>
<td>62,334</td>
<td>64,203</td>
</tr>
<tr>
<td>4/2</td>
<td>61,909</td>
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<td>4/3</td>
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<td>4/4</td>
<td>65,010</td>
<td>67,122</td>
<td>69,136</td>
</tr>
<tr>
<td>4/5</td>
<td>66,559</td>
<td>68,723</td>
<td>70,785</td>
</tr>
<tr>
<td>4/6</td>
<td>68,102</td>
<td>70,315</td>
<td>72,425</td>
</tr>
</tbody>
</table>
4A.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

4A.2 Part time Salary

A Part Time ELC Assistant is paid per hour worked an amount not less than \(\frac{1}{38}\)th of the weekly rate of pay appropriate to the ELC Assistant’s classification.

4A.3 Casual Rate of Pay

4A.3.1 A Casual ELC Assistant will be paid the hourly rate of pay appropriate for the class of work performed plus a loading of 25%.

4A.3.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, School Holidays, leave loading, personal/carer’s leave, paid compassionate leave and paid parental allowance.

4A.4 Junior Rates of Pay

4A.4.1 A Full Time Junior ELC Assistant will be paid not less than the following percentage of the Full Time salary for the position and years of experience.

<table>
<thead>
<tr>
<th>Junior Employees</th>
<th>Percentage of Adult Rate at Level 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 years of age or under</td>
<td>50</td>
</tr>
<tr>
<td>17 years of age or under</td>
<td>60</td>
</tr>
<tr>
<td>18 years of age or under</td>
<td>70</td>
</tr>
<tr>
<td>19 years of age or under</td>
<td>80</td>
</tr>
<tr>
<td>20 years of age or under</td>
<td>90</td>
</tr>
</tbody>
</table>

4A.4.2 A Part Time Junior ELC Assistant will be paid for all ordinary hours worked at the rate of pay that a Full Time Junior ELC Assistant at the same age would be paid.

4A.4.3 A Casual Junior ELC Assistant will be paid id for all hours at \(\frac{1}{38}\)th of the weekly rate of pay that a Full Time Junior ELC Assistant at the same age would be paid, plus an additional loading of 25 per cent.

4A.4.4 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, School Holidays, leave loading, personal/carer’s leave, paid compassionate leave and paid parental allowance.
4A.5 Additional Hours

4A.5.1 All work completed outside the ordinary spread of hours shall be paid at the rate of time and a half for the first two hours and double time thereafter.

4A.5.2 For the purpose of computing additional hours, each day’s work stands alone.

4A.5.3 Payment for additional hours will not be made where an ELC Assistant has not obtained prior approval from the Executive.
Schedule 4B – Early Learning Centre Assistants Classification
Structure

Preamble
To have a comprehensive knowledge of the Education and Care Services National
Law Act 2010 (Cth), the Education and Care Services National Regulations 2011
(Cth), the National Quality Framework and the National Quality Standard and
successor legislation and adhere to requirements at all times

Level 1
To have a good understanding of the policies and procedures of the employer and
assist in their implementation. To have the ability to take direction.

Routine tasks include:
• To be responsive to the needs of children and families in the early learning
  environment;
• To assist in the implementation of a creative educational program which engages
  children;
• To support the learning and development of children as they participate in the
  program;
• To show care, respect and a commitment to confidentiality in all interactions with
  children, employees and families;
• To work in ways which ensure the health, safety and well being of children; and
• To assist in observing children’s needs and interests, and to contribute to
  planning and documentation

Under direct supervision:
• Assist in the implementation of the daily routine;
• Have a good understanding of and participate when required in emergency
  procedures;
• Assist with the preparation, general cleanliness (non-industrial) and cleaning up
  and packing away of activities;
• Attend to the physical, social and emotional needs of children on an individual
  and group basis;
• Achieve a warm and friendly relationship with children that is supportive and
  responsive to their needs;
• Assist in developing good relations with families attending the service;
• Work positively and appropriately with all staff and parents, individual committee
  members and the employer in the provision of services.

Level 2
Under general supervision, to undertake all tasks of preceding level as required plus:
• Complete routine tasks and activities without constant direction;
• To have an understanding of and contribute to the development and
  implementation of the program planned for the children;
• To have undertaken appropriate professional development related to work which
  may include on-the-job and/or off-site support.

Level 3
This level would have experience or knowledge gained by completion of a relevant
post-secondary certificate or associate diploma qualification. Under limited
supervision, to undertake all tasks of preceding levels as required plus:
• Undertake general observation of children, and report findings to the kindergarten teacher as appropriate;
• Assist in working with individuals and small groups of children, both spontaneous and organized;
• Encourage parents to participate in the program and the service’s activities;
• To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support;
• Foster play and cognitive development in children;
• Work with individual children and with both small and large groups of children.
• Assist in taking observations of children;
• Use observations and records to actively assist in the development and implementation of aspects of the program as required.

**Level 4**
Characteristics and duties as for Level 3, but must be directly supervising at least two Full Time Employees or at least three Employees if any of the Employees are part-time.

**Progression between levels**
• Progression from one level to the next within a classification is subject to an Early Learning Assistant meeting the following criteria:
  - competency at the existing level;
  - twelve months experience at that level and in-service training as required;
  - demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.

• Where an employee is deemed not to have met the requisite competency at their existing level at the time of appraisal, his/her Incremental progression may be deferred for periods of three months at a time provided that:
  - the employee is notified in writing as to the reasons for the deferral;
  - the employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher competency level;
  - following any deferral, the employee is provided with the necessary training in order to advance to the next level.

• Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the employee to have met the requirements under 6.2.1 above, any increase in wage rates will be back paid to the twelve month anniversary date of the previous incremental progression.

• Incremental progression to the next pay point level may be accelerated if:
  - an employee has achieved competency at his/her existing level;
  - has demonstrated an ability to acquire the skills necessary to progress to the next pay point level prior to the completion of twelve months at his/her existing level.

• Either the employer or the employee may seek to implement accelerated advancement. It is the employer’s responsibility to determine whether the accelerated advancement is appropriate.
Schedule 5A – Rates of Pay for Maintenance and Outdoor Employees

5A.1 Annual Salary

5A.1.1 A Full Time M/O Employee will be paid not less than the following annual salary, including leave loading, relevant to the M/O Employee’s classification.

<table>
<thead>
<tr>
<th>Grade</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category 1A</td>
<td>43,698</td>
<td>45,119</td>
<td>46,473</td>
</tr>
<tr>
<td>Maintenance &amp; Horticulture employee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category 1B</td>
<td>47,794</td>
<td>49,348</td>
<td>50,828</td>
</tr>
<tr>
<td>Maintenance &amp; Horticulture employee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category 2</td>
<td>50,525</td>
<td>52,167</td>
<td>53,732</td>
</tr>
<tr>
<td>Tradesperson</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category 3A</td>
<td>61,451</td>
<td>63,449</td>
<td>65,352</td>
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<tr>
<td>Management Employee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category 3B</td>
<td>68,278</td>
<td>70,497</td>
<td>72,612</td>
</tr>
<tr>
<td>Management Employee</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5A.1.2 The rates are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

5A.2 Weekly Salary

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

5A.3 Part Time Salary

A Part Time M/O Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the M/O Employee’s classification.

5A.4 Casual Rate of Pay

5A.4.1 A Casual M/O Employee is paid per hour worked an amount of not less than 1/38th of the weekly rate of pay appropriate to the class of work performed plus a loading of 25%.

5A.4.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, leave loading, personal/carer’s leave, paid compassionate leave and paid parental allowance.

5A.5 Additional Hours

5A.5.1 All work completed outside the ordinary spread of hours shall be paid at the rate of time and a half for the first two hours and double time thereafter.

5A.5.2 For the purpose of computing additional hours, each day’s work stands alone.

5A.5.3 Payment for additional hours will not be made where a Maintenance and Outdoor Employee has not obtained prior approval from the Property Manager, Business Manager or Principal.
Schedule 5B – Maintenance and Outdoor Employee Classification Structure

Category 1A – Maintenance & Horticulture Employee
An employee at this level undertakes one or more of the following duties:

- Works under direct supervision either individually or in a team environment;
- Gardening duties including the planting and trimming of trees, sewing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns, and displays;
- Removes cuttings, rakes leaves, cleans/empties litter bins, cleans gutters/drains/culverts;
- Performs routine maintenance of turf, synthetic, artificial and other play surfaces;
- Performs non-trade tasks incidental to his or her work.

Category 1B – Maintenance & Horticulture Employee
An employee at this level undertakes one or more of the following duties:

- Operates, maintains and adjusts turf machinery under general supervision;
- Cleans machinery and inspects machinery after each use under general supervision;
- Applies fertilisers, fungicides, herbicides and insecticides under general supervision;
- Gardening duties including the planting and trimming of trees, sewing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns and displays;
- Performs routine maintenance of turf, synthetic, artificial and other play surfaces;
- Performs non-trade tasks incidental to his or her work.

Category 2 - Tradesperson
An employee at this level has completed trade or equivalent qualifications and undertakes one or more of the following duties (including non-trade tasks incidental to his or her work):

- Operates, maintains and adjusts turf machinery as appropriate;
- Cleans machinery and inspects machinery after each use, reporting any problems to the Management Employee;
- Applies fertilisers, fungicides, herbicides and insecticides as directed by a Turf Management Employee;
- Prepares turf, synthetic, artificial and other surfaces for play;
- Maintenance and repair of vehicles and/or motor engines;
- Repair and minor renovation work involving carpentry and/or painting and/or welding;
- Formation and maintenance of all gardens, lawns and greens;
• The planting, maintenance and care of trees.

**Category 3A – Management Employee**
An employee appointed to this level reports directly to either Management or Category 3B Management Employee as appropriate and undertakes three or more of the following duties:

• Responsible for supervision of all staff involved in daily course maintenance;
• Responsible for planning, scheduling and supervision of all aspects of turf maintenance;
• Supervises and participates in the operation and maintenance of pumps, irrigation equipment and drainage systems;
• Instructs operators in the safe and efficient operation of all equipment associated with turf maintenance;
• Supervises the majority of chemical and fertiliser applications and undertakes the appropriate training of operators in this field;
• Allocates specific daily duties having regard to the Superintendent’s work program; or
• Undertakes the duties of the Turf Management Employee Level 2 in his or her absence.

**Category 3B – Management Employee**
An employee appointed to this level reports directly to Management and undertakes three or more of the following duties:

• Responsible for implementation all major turf projects for the facility according to Course Architects design.
• Responsible for the development of an annual work program for all outdoor staff that incorporates both further development and continued maintenance.
• Responsible for supervision of all outdoor staff.
• Responsible for the operation and maintenance of all turf equipment.
• Responsible for all Occupational Health & Safety management in Outdoors area.
• Responsible for purchasing within the limits imposed by the Club policy and the definition of the budget.
• Responsible for ensuring that all administrative systems are complied with by the staff under his or her direction.
Schedule 6A – Rates of Pay for Information Technology Employees

6A.1 Annual Salary

6A.1.1 A Full Time Information Technology Employee will be paid not less than the following annual salary, including leave loading, relevant to the Information Technology Employee’s classification.

<table>
<thead>
<tr>
<th>Grade</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category 1A</td>
<td>52,966</td>
<td>54,687</td>
<td>56,327</td>
</tr>
<tr>
<td>Graduate IT Employee (3 yr course)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category 1B</td>
<td>59,234</td>
<td>61,158</td>
<td>62,992</td>
</tr>
<tr>
<td>Graduate IT Employee (4 or 5yr course)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category 2</td>
<td>63,779</td>
<td>65,852</td>
<td>67,828</td>
</tr>
<tr>
<td>Experienced IT Employee</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Category 3</td>
<td>73,807</td>
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<td>Professional IT Employee</td>
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<tr>
<td>Category 4</td>
<td>82,266</td>
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<td>Professional IT Employee</td>
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<td></td>
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</table>

6A.1.2 The rates of pay are effective from 1 February and are inclusive of annual leave loading. The annual rates of pay have been increased by 1.346% in lieu of annual leave loading.

6A.1.3 Information Technology Employees may request their Manager and/or the Principal for a salary review.

6A.2 Weekly Salary

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

6A.3 Part Time Salary

A Part Time Information Technology Employee is paid per hour worked an amount not less than 1/38\textsuperscript{th} of the weekly rate of pay appropriate to the Information Technology Employee’s classification.

6A.4 Casual Rate of Pay

6A.4.1 A Casual Information Technology Employee is paid per hour worked an amount not less than 1/38\textsuperscript{th} of the weekly rate of pay appropriate to the class of work performed plus 25%.

6A.4.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, leave loading, personal/carer’s leave, paid compassionate leave and paid parental allowance.
Schedule 6B – Information Technology Employee Classification
Structure

Category 1A – Graduate Information Technology Employee (3 Year Course)
Graduate Information Technology Employee (3 Year Course) shall mean a person who:

- holds a University Degree with an Information Technology Major (three year course) accredited by the Australian Computer Society at professional level; or
- has sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.

An employee at this level undertakes initial professional tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

- Under supervision from higher level Professional Information Technology Employees as to method of approach and requirements, the employee performs normal professional work and exercises individual judgement and initiative in the application of principles, techniques and methods.
- In assisting more senior Professional Information Technology Employees by carrying out tasks requiring accuracy and adherence to prescribed methods of professional information technology analysis, design or computation, the employee draws upon advanced techniques and methods learned during and after the undergraduate course.
- Training, development and experience using a variety of standard procedures, enable the employee to develop increasing professional judgement and apply it progressively to more difficult tasks at Category 1B.
- Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.
- Work is reviewed by higher level Professional Information Technology Employees for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the employee progressively exercises more individual judgement until the level of competence at Category 1B is achieved.

Category 1B – Graduate Information Technology Employee (4 or 5 Year Course)
Graduate Information Technology Employee (4 or 5 Year Course) shall mean a person who:

- holds a University Degree with an Information Technology Major (four or five year course) accredited by the Australian Computer Society at professional level; or
- has sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.

An employee at this level undertakes initial professional tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

- Under supervision from higher level Professional Information Technology Employees as to method of approach and requirements, the employee performs normal professional work and exercises individual judgement and initiative in the application of principles, techniques and methods.
- In assisting more senior Professional Information Technology Employees by carrying out tasks requiring accuracy and adherence to prescribed methods of
professional information technology analysis, design or computation, the employee draws upon advanced techniques and methods learned during and after the undergraduate course.

- Training, development and experience using a variety of standard procedures, enable the employee to develop increasing professional judgement and apply it progressively to more difficult tasks at Category 2.
- Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.
- Work is reviewed by higher level Professional Information Technology Employees for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the employee progressively exercises more individual judgement until the level of competence at Category 2 is achieved.
- The employee may assign and check work of technical staff assigned to work on a common project.

**Category 2 – Experienced Information Technology Employee**

Experienced Information Technology Employee shall mean a Professional Information Technology Employee with the under mentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires:

- that he/she having graduated with a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level, has had four years’ experience on professional information technology duties since graduating; or
- that he/she, not having so graduated, has sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society plus a further four years’ experience on professional information technology duties.

Following development, the Experienced Information Technology Employee plans and conducts professional work without detailed supervision but with guidance on unusual features and is usually engaged on more responsible assignments requiring substantial professional experience.

**Category 3 – Professional Information Technology Employee**

Professional Information Technology duties shall mean duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires a person to:

- hold a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level; or
- have sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.

Professional Information Technology Employee shall mean an adult person qualified to carry out professional information technology duties as above defined. The term ‘Professional Information Technology Employee’ shall embrace and include ‘Graduate Information Technology Employee’ and ‘Experienced Information Technology Employee’ as herein defined.

An employee at this level performs duties requiring the application of mature professional knowledge. With scope for individual accomplishment and coordination
of more difficult assignments, he/she deals with problems for which it is necessary to modify established guides and devise new approaches.

- The employee may make some original contribution or apply new professional approaches and techniques to the design or development of equipment or products.
- Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. He/she makes responsible decisions on matters assigned, including the establishment of professional standards and procedures. He/she consults, recommends and advises in specialty areas.
- Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary cooperation with other units. Informed professional guidance may be available.
- The employee outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, coordinate and supervise the work of other professional and technical staff.

Category 4 – Professional Information Technology Employee

Professional Information Technology duties shall mean duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires a person to:

- hold a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level; or
- have sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.

Professional Information Technology Employee shall mean an adult person qualified to carry out professional information technology duties as above defined. The term ‘Professional Information Technology Employee’ shall embrace and include ‘Graduate Information Technology Employee’ and ‘Experienced Information Technology Employee’ as herein defined.

An employee at this level performs professional work involving considerable dependence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for, example, acts as his/her organisation’s technical reference authority) in, a particular field of professional engineering or professional information technology field.

- An employee at this level:
  - initiates or participates in short or long range planning and makes independent decisions on professional engineering or professional information technology policies and procedures within an overall program;
  - gives technical advice to management and operating departments;
  - may take detailed technical responsibility for product development and provision of specialised professional engineering or professional information technology systems, facilities and functions;
  - coordinates work programs; and
  - directs or advises on the use of equipment and materials.

- An employee at this level makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long range objectives.
• Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

• The employee supervises a group or groups including Professional Information Technology Employees and other staff, or exercises authority and technical control over a group of professional staff. In both instances, he/she is engaged in complex professional engineering or professional information technology applications.
## INDEX

<table>
<thead>
<tr>
<th>Part Title</th>
<th>Part Number</th>
<th>Clause Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application and Operation of Agreement</td>
<td>1</td>
<td>1 – 8</td>
</tr>
<tr>
<td>Conditions of Employment for All Employees</td>
<td>2</td>
<td>9 – 32</td>
</tr>
<tr>
<td>Conditions Specific to:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teachers</td>
<td>3</td>
<td>33</td>
</tr>
<tr>
<td>School Assistants</td>
<td>4</td>
<td>34</td>
</tr>
<tr>
<td>Clerical and Information Technology Employees</td>
<td>5</td>
<td>35</td>
</tr>
<tr>
<td>Early Learning Centre Assistants</td>
<td>6</td>
<td>36</td>
</tr>
<tr>
<td>Maintenance and Outdoor Employees</td>
<td>7</td>
<td>37</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Clause Title</th>
<th>Part Number</th>
<th>Clause Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Leave – Clerical and Information Technology Employees</td>
<td>5</td>
<td>35</td>
</tr>
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<td>Additional Leave – School Assistants</td>
<td>4</td>
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<td>Annual Leave – Clerical and Information Technology Employees</td>
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