



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Southern Cross Grammar
(AG2017/6449)

SOUTHERN CROSS GRAMMAR ENTERPRISE AGREEMENT 2017-2021

Educational services

COMMISSIONER JOHNS

SYDNEY, 3 APRIL 2018

Application for approval of the Southern Cross Grammar Enterprise Agreement 2017-2021.

[1] An application has been made for approval of an enterprise agreement known as the *Southern Cross Grammar Enterprise Agreement 2017-2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Southern Cross Grammar. The Agreement is a single enterprise agreement.

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

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

[4] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 April 2018. The nominal expiry date of the Agreement is 2 April 2022.



COMMISSIONER

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Annexure A



27 March 2018

Fair Work Commission
11 Exhibition Street
Melbourne VIC 3000
via email: Member.Assist@fwc.gov.au

Dear Commissioner Johns

AG2017/6449 – Southern Cross Grammar Enterprise Agreement 2017-2021 (Agreement)

Southern Cross Grammar (Employer) provides the following undertakings with respect to this Agreement that:

1. the *Educational Services (Schools) General Staff Award 2010* and the *Educational Services (Teachers) Award 2010*, as amended from time to time, shall be incorporated into the Agreement;
2. although an employee is required to provide evidence pursuant to cl.12.10 of the Agreement for a day (or days) of personal/carer's leave taken immediately before or after a public holiday, the employee is entitled to payment for the public holiday where the public holiday falls on a day that the employee ordinarily works.
3. the current rate of pay for a casual teacher employed by the Employer is \$353.03 per day (or \$176.52 per half-day). This casual rate of pay exceeds all minimum rates of pay specified by the *Educational Services (Teachers) Award 2010*. A casual teacher will not be paid less than \$353.03 per day (or \$176.52 per half-day) for the duration of the Agreement. Should the Award rate of pay exceed \$353.03 at any time during the period of operation of the Agreement, it is undertaken to pay not less than \$1 more than the relevant minimum rate of pay specified by the Award.

The Employer confirms that it has sought the views of the bargaining representatives for the Agreement. The bargaining representatives do not object to the undertakings given by the Employer.

Yours sincerely



Andrew Ponsford
Principal

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ABN: 35 149 437 276

Southern Cross Grammar

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

**SOUTHERN CROSS
GRAMMAR
ENTERPRISE AGREEMENT
2017-2021**

SOUTHERN CROSS GRAMMAR ENTERPRISE AGREEMENT 2017-2021

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the *Southern Cross Grammar Enterprise Agreement 2017-2021* (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth).

2 ARRANGEMENT

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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 This Agreement will operate from seven (7) days after the date of approval by the Fair Work Commission (FWC).
- 3.2 The nominal expiry date of the Agreement is four (4) years from the date of approval by the FWC.

4 APPLICATION AND COVERAGE

- 4.1 This Agreement covers:
- (a) the Employer;
 - (b) Teachers, including Permission to Teach Teachers; and
 - (c) General Staff as defined in clause 8 of this Agreement.
- 4.2 This Agreement does not apply to:
- (a) the Principal;
 - (b) a Deputy Principal or Executive Team Member, however named
 - (c) a Bursar or Business Manager, however named, being the most senior administrative employee employed with the delegated authority to act for the employer; or
 - (d) an Employee who has been given an undertaking that their annual earnings will be in excess of the high income threshold, pursuant to section 330 of the *Fair Work Act 2009* (Cth).

5 NO EXTRA CLAIMS

The Employer and the Employees agree that the salary increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made during the currency of this Agreement.

6 RELATIONSHIP TO AWARDS

- 6.1 This Agreement operates in conjunction with the terms of the *Educational Services (Teachers) Award 2010*, and the *Educational Services (Schools) General Staff Award 2010* (Awards), as in force from time to time.
- 6.2 To the extent that a term of this Agreement deals with or provides for a term or condition contained in either of these Awards this Agreement will override the Award term or condition.
- 6.3 Where this Agreement is silent on a particular matter the terms of the relevant Award shall apply.
- 6.4 Reference to Award clause numbers are numbered as at the date of this Agreement. In the event that the clause numbers in the Awards are varied, the references to clause numbers in the Agreement will also be varied.

7 NATIONAL EMPLOYMENT STANDARDS

- 7.1 The National Employment Standards (NES) as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) (the Act) are the minimum entitlements applying to an Employee covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 7.2 This Agreement, the *Educational Services (Teachers) Award 2010* or the *Educational Services (Schools) General Staff Award 2010* will provide industry or enterprise specific detail where it deals with a matter provided for in the NES.

8 DEFINITIONS

Awards	means the <i>Educational Services (Teachers Award) 2010</i> and the <i>Educational Services (Schools) General Staff Award 2010</i> , unless separately specified
Employee	means a person covered by this Agreement
Employer	means Southern Cross Grammar ABN 35 149 437 276
FW Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
FWC	means the Fair Work Commission or its successor
General Staff	means an Employee engaged to work in: <ul style="list-style-type: none">• Classroom support services• Curriculum/resources services• Instructional services (other than sports assistants or sports coaches)• School administration services• School operational services• Wellbeing services as defined by the <i>Educational Services (Schools) General</i>

	<i>Staff Award 2010</i> or its successor
General Staff Award	means the <i>Educational Services (Schools) General Staff Award 2010</i> or its successor
Immediate family	as defined by the <i>Fair Work Act 2009</i> (Cth)
LSL Act	means the <i>Long Service Leave Act 1992</i> (Vic) or its successor
Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth)
Non-term Weeks	means weeks, or part thereof, in the School Year other than term weeks and includes periods designated as School holidays for students. The total number of non-term weeks will not be less than the total number of non-term weeks gazetted for Victorian Government Schools
Principal	means Principal of Southern Cross Grammar or his or her nominee
Registered Health Practitioner	means a person registered under the <i>Health Practitioner Regulation National Law (Victoria) Act 2009</i>
Shut down period	means any period of time where the Employer shuts down or closes the whole or part of their operations. A shut down period may be designated during non term weeks where students are not in attendance at the School
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach an educational program. This definition includes a person who has permission to teach from the Victorian Institute of Teaching, and a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Teachers Award	means the <i>Educational Services (Teachers) Award 2010</i> or its successor
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor

PART 2 – MANDATORY TERMS

9 DISPUTE RESOLUTION PROCEDURE

- 9.1 This clause specifically replaces clause 9 of the General Staff Award and clause 9 of the Teachers Award.

- 9.2 If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
- this clause sets out procedures to settle the dispute.
- 9.3 A dispute cannot be referred to the FWC if the dispute is in relation to a contravention (or alleged contravention) of s.65(5) or s.76(4) of the FW Act.
- 9.4 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 9.5 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.
- 9.6 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- 9.7 The FWC may deal with the dispute in two stages:
- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the FWC is unable to resolve the dispute at the first stage, where both parties consent, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
 - (c) Consent referred to in clause 9.7.2 will not be unreasonably withheld.
- Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 9.8 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the Employee to perform; or
 - iv. there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

10 AGREEMENT FLEXIBILITY

- 10.1 This clause specifically replaces clause 7 of the Teachers Award and clause 7 of the General Staff Award.
- 10.2 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 10.3 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the FW Act; and
 - (b) are not unlawful terms under section 194 of the FW Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 10.4 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 10.5 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.6 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the Employer and Employee agree in writing - at anytime.

11 CONSULTATION ABOUT CHANGE

This clause specifically replaces clause 8 of the Teachers Award and clause 8 of the General Staff Award.

11.1 This clause applies if the Employer:

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

Major change

11.2 For a major change referred to in clause 11.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 11.3 to 11.9 apply.

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

11.4 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.

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

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

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

- 11.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 11.8 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 11.2(a) and clauses 11.3 and 11.5 are taken not to apply.
- 11.9 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

- 11.10 For a change referred to in cl.11.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) cl.11.11 to 11.15 apply.
- 11.11 The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.
- 11.12 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.
- 11.13 The Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

11.16 For the purposes of cl.11.11 to 11.15, 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.

11.17 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, cl.11.11 to 11.15 will apply.

In this clause:

relevant Employees means the Employees who may be affected by a change referred to in cl.11.1

PART 3 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

12 PERSONAL/CARER'S LEAVE

- 12.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 12.2 An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- 12.3 From the commencement of the 2018 School Year, the personal/carer's leave entitlement for a full-time employee equates to 15 days per year of service. A part-time Employee is entitled to be paid personal/carer's leave on a pro rata basis, based on their ordinary hours of work.
- 12.4 Where a full-time Employee requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual as follows:
- (a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or
 - (b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,
- provided that:
- i. the notice and evidentiary requirements are met, and
 - ii. any paid leave provided in advance of accrual at the time of termination of employment is deducted from the Employee's final payment.
- 12.5 Paid personal leave is taken due to a personal illness or injury.
- 12.6 Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 12.7 Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 12.8 A casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

Notice and evidentiary requirements

- 12.9 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee

requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

12.10 An Employee is entitled to personal/carer's leave provided that:

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

12.11 Where an Employee has taken at least 30 days of personal (sick) leave (or pro rata thereof for a part time Employee), in either a continuous period or within a period of twelve (12) months, the Employer is entitled to require the Employee visit a Medical Practitioner of the Employer's choice for examination.

12.12 Where the Employer requires an Employee to attend a medical examination as described above, the Employer will provide the names of two of the Employer's preferred Medical Practitioners, of which the Employee will nominate which one they will attend for examination.

12.13 The Employer will meet the cost of the examination.

12.14 Where the opinion of the Employer's preferred Medical Practitioner, referred to in clause 12.11 is inconsistent with the opinion of the Employee's Medical Practitioner, the Employer's preferred Medical Practitioner's opinion shall be taken to be the primary opinion.

13 LONG SERVICE LEAVE

Entitlement

13.1 Long service leave is provided by the NES, or where applicable, by the LSL Act, except where this Agreement provides ancillary or supplementary terms.

13.2 From the commencement of the Employee's employment with the Employer, a General Staff Employee will be entitled to accrue long service leave as follows:

- (a) 13 weeks' long service leave upon the completion of ten (10) years of continuous employment with the Employer, and

- (b) an additional 6.5 weeks' long service leave for each additional five years of continuous employment with the Employer.

Termination of Employment

- 13.3 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.

Timing and taking of long service leave

- 13.4 An Employee may apply take accrued pro rata long service leave after the completion of seven years of continuous employment.
- 13.5 Long service leave is to be taken at a time mutually agreed between the Employer and the Employee. In consultation about the timing of such leave, the Employer agrees to take into account the individual Employee's needs, in so far as they are compatible with the Employer's operational needs.

14 PARENTAL LEAVE

Basic Entitlement

- 14.1 Instead of the entitlement in s.70 of the FW Act, an Employee upon completion of 12 months continuous service with the Employer is entitled to take up to 24 months unpaid parental leave in relation to the birth or adoption of a child.
- 14.2 The entitlement is a combination of the entitlements under ss. 70 and 76 of the FW Act.
- 14.3 Instead of the period of 12 months available parental leave period referred to in s.75(2) of the FW Act, the period of available parental leave will be 24 months.

No extension beyond 24 months after birth or placement

- 14.4 An Employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

15 PAID PARENTAL LEAVE

Application

- 15.1 This clause does not apply to a casual or fixed-term Employee.
- 15.2 This clause applies to a full-time or part-time Employee who is entitled to unpaid parental leave in accordance with the NES and clause 15 - Parental Leave.
- 15.3 The payments in clauses 15.4 and 15.8:
 - (a) are not payable during a period of paid leave;

- (b) are payable from the commencement date of the period of parental leave upon the birth or adoption of a child;
- (c) are paid at the Employee's ordinary rate of pay;
- (d) are payable to one Employee only, where the Employer employs both parents of the child; and
- (e) do not accrue non-term weeks (for Teachers).

Birth-related leave and adoption-related leave

15.4 An Employee will be entitled to:

- (a) from the commencement of this Agreement, eight (8) weeks of leave with pay; or
- (b) from the commencement of the 2018 School Year, ten (10) weeks of leave with pay

to be responsible for the care of the child. This payment is inclusive of annual leave that would otherwise accrue, as defined by the FW Act.

15.5 If the Employee takes less parental leave than the number of entitled weeks of leave with pay, the Employee will be paid for the period of leave taken.

15.6 An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to clause 15.4 or 15.15 for the birth or placement of a second or subsequent child.

15.7 An Employee is entitled to payment under either clause 15.4 or 15.5 in relation to the birth or adoption of a child. An Employee is not entitled to payment under both clause 15.4 and clause 15.5 for the same child.

Partner leave

15.8 An Employee, who has completed at least 12 months' continuous service with the Employer as at the date of the birth or placement of the child, and takes concurrent leave of at least one (1) week, will be paid for that week.

16 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 or the Awards do not accrue during any period of leave without pay. An Employee may not be in receipt of any paid entitlements under this Agreement while on a period of leave without pay.

17 INFECTIOUS DISEASES LEAVE

17.1 Subject to clause 17.2, an Employee (other than a casual employee) who is suffering from one of the infectious diseases known as:

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

and the Principal is satisfied on medical evidence that the Employee has contracted the disease through a contact at the school and the disease is evident in the school, the Employee will be granted up to five (5) days leave (non-cumulative) without deduction of pay, per School Year. A part-time Employee is entitled to a pro rata amount of leave under this clause based on their ordinary hours of work.

17.2 The Employee must produce a medical certificate which specifically names the disease.

18 FAMILY VIOLENCE LEAVE

Definition

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

18.2 **Family member** means:

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

Leave entitlement

18.3 A full-time Employee subject to family violence is entitled to five (5) days per year of paid family violence leave for the purpose of:

- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;

- (b) relocation or making other safety arrangements; or
- (c) other activities reasonably associated with the experience of family violence.

18.4 Family violence leave may be taken as consecutive or single days, including half days.

18.5 A part-time Employee is entitled to the pro rata amount of five (5) days based on their ordinary hours of work.

18.6 Family violence leave is taken from an Employee's entitlement to paid personal/carer's leave and is not cumulative from year to year.

Notice and Evidentiary Requirements

18.7 The Employee shall give notice to the Principal as soon as reasonably practicable of the Employee's request to take family violence leave.

18.8 The Employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 18.2. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the employee may provide a statutory declaration.

18.9 The Employer will not place the documentary evidence provided under clause 18.7 on the Employee's file, unless expressly permitted by the Employee. Instead, the Employer may place a note on the Employee's file confirming:

- (a) the dates that family violence leave was taken; and
- (b) that documentary evidence was sighted by the employer.

18.10 Personal information provided by the Employee to the Employer concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary, such as for operational or safety reasons.

19 BREAKAGE AND LOSS

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

20 REDUNDANCY

20.1 Redundancy pay is provided for in the NES except where this clause provides ancillary or supplementary terms.

20.2 The amount of redundancy pay equals the total amount payable to the Employee for the redundancy pay period worked out using the following table at the

Employee's base rate of pay for his or her ordinary hours of work:

<u>Employee's period of continuous service with the employer on termination</u>	<u>Severance Pay</u>
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	18 weeks

20.3 For the avoidance of doubt, a Teacher's base rate of pay includes any leadership or leading teacher allowance that the Teacher is in receipt of, at the time the Teacher's position is declared redundant.

21 ACCIDENT PAY

21.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (WIRC Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 26 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

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

- i. annual leave; or
- ii. paid personal/carer's leave.

22 MINIMUM EMPLOYMENT PERIOD

22.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period as defined by the FW Act.

22.2 If the Employer is to terminate the employment of an Employee during the minimum employment period, the Employer does not need to comply with any due

process, performance or conduct management policies or procedures in place from time to time.

- 22.3 If the Employer is to terminate the employment of an Employee within the six month minimum employment period, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

Employee	Period of Notice
Teachers	7 term weeks
General Staff	1 week

- 22.4 If the Employee is to resign within the six month minimum employment period, then the Employee is required to give the same notice required of the Employer in clause 22.3 above

23 PERFORMANCE AND CONDUCT MANAGEMENT

Application

- 23.1 The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause:
- (a) where an Employee's employment is terminated during the minimum employment period pursuant to clause 22 - Minimum employment period; or
 - (b) for a casual Employee.

Performance Management

- 23.2 Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
- 23.3 A formal performance management procedure will commence with the Employer advising the Employee in writing of:
- (a) the Employer's concern(s) 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 concern(s).
- 23.4 Formal performance management meetings will
- (a) include discussion of the Employer's concern(s) with the Employee's performance;
 - (b) give the Employee an opportunity to respond to the Employer's concern(s);

- (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.

23.5 If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

Conduct Management

23.6 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.

23.7 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.

23.8 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).

23.9 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.

24 TUITION FEE DISCOUNT

24.1 From the commencement of the 2018 School year, and for tuition fees applicable in 2018, an Employee (other than a fixed term or casual Employee) who enrolls their child at Southern Cross Grammar, is entitled to a tuition fee discount on the following basis:

Staff with time fraction of 0.8 FTE (or higher)	20 per cent per child
Staff with all other time fractions	Pro rata of 20% according to FTE per child

- 24.2 Where both parents of a child enrolled at Southern Cross Grammar are employees of the Employer, only one tuition fee discount applies to the child.
- 24.3 Where a child enrolled at Southern Cross Grammar is awarded a bursary/scholarship or any other tuition discount, the Employee is entitled to choose whether the tuition fee discount, the bursary/scholarship or other tuition discount applies to the enrolment of the child.
- 24.4 An Employee will be responsible for any payment of Fringe Benefits Tax associated with the tuition fee discount.
- 24.5 For an Employee to be entitled to the tuition fee discount, the Employee must pay the tuition fee in accordance with the Employer's School Fee Policy.
- 24.6 An Employee is entitled to the tuition fee discount during all periods of paid leave and during a period of leave without pay of up to 12 months.

25 CAMP ALLOWANCE

An Employee, other than a casual Employee, that is required by the Employer to attend an overnight camp, will be entitled to be paid \$50 per night. An Employee who attends a camp on a voluntary basis is not entitled to be paid the camp allowance.

26 MEAL ALLOWANCE

The Employer will supply an Employee with a meal, or a meal allowance of \$15, should the Employer require an Employee to remain at the School continuously until after 7 p.m. on any day.

27 FIXED TERM EMPLOYEES

- 27.1 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 part of a year.
- 27.2 A fixed term Employee is not entitled to any of the following benefits under this Agreement:
- Notice of termination of employment (where the date of cessation of employment is stated at the time of appointment)
 - Redundancy

- Tuition fee discount

28 CASUAL EMPLOYEES

A casual Employee is not entitled to any of the following benefits under this Agreement or Awards:

- Notice of termination of employment
- Redundancy
- Annual Leave
- Camp allowance
- Paid personal/carer's leave
- Family Violence Leave
- Tuition Fee Discount
- Infectious diseases leave
- Paid parental leave
- Performance and conduct management process
- Accident pay

PART 4 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

29 SALARIES

Instead of the salaries provided for in clause 14.1 of the Teachers Award, the salaries provided for in Schedule A to this Agreement will apply to Teachers (other than casual Teachers) employed by the Employer.

30 RECOGNITION OF PREVIOUS SERVICE

- 30.1 From the commencement of the 2018 school year, this clause replaces clause 13.2 of the Teachers Award.
- 30.2 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule A according to qualifications and teaching experience. **Teaching experience** does not include:
- 30.2.1 employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program);
 - 30.2.2 employment in an English Language School; or
 - 30.2.3 experience gained overseas before being conferred with the requisite Australian qualifications.
- 30.3 Where a Teacher has previous experience working as a Teacher at another School, on commencement the Employer will take into consideration the Teacher's classification at the time of cessation of employment in a teaching position, at their most recent place of employment.
- 30.4 In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

31 PROGRESSION

- 31.1 This clause replaces clause 13.4 of the Teachers Award.
- 31.2 A Teacher who is four year trained will commence on Level 1 of the salary scale in Schedule A of this Agreement and will progress in accordance with clause 31.5.
- 31.3 A Teacher who is five year trained will commence on Level 2 of the salary scale in Schedule A of this Agreement and will progress in accordance with clause 31.5.
- 31.4 A Teacher who has permission to teach will commence on Level 1 of the salary scale in Schedule A of this Agreement, but will not progress beyond Level 2. Upon completion of their training and obtainment of registration with the Victorian Institute of Teaching, the Teacher will be eligible to progress beyond Level 2 provided they have met the requirements to progress beyond Level 2 in accordance with clause 31.5.

- 31.5 From the commencement of the 2018 School Year, a Teacher will progress to Level 11 in annual increments on the anniversary of the teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year. A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

32 LEADERSHIP ALLOWANCE

A Teacher in a position of leadership will be paid not less than the relevant salary in this Agreement in accordance with their classification, plus an allowance as nominated by the Principal that will be no less than the allowance that would have otherwise applied under the Teachers Award.

33 LEADING TEACHER ALLOWANCE

- 33.1 Commencing from the 2018 school year, the Leading Teacher Allowance is a monetary allowance, payable for a nominated period of time, of an amount determined by the Principal.
- 33.2 To be eligible for the Leading Teacher Allowance a Teacher may apply in writing to the Principal, in the format as determined by the Employer.
- 33.3 A decision to grant the Leading Teacher Allowance to a Teacher is discretionary and will be based on the Teacher demonstrating the requirements, as determined by the Employer.

PART 5 – CONDITIONS OF EMPLOYMENT FOR GENERAL STAFF

34 SALARIES

- 34.1 Instead of the salaries provided for in clause 15.1 of the General Staff Award, the salaries provided for in Schedule B to this Agreement will apply to General Staff employed by the Employer.

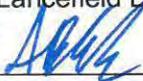
35 ANNUAL LEAVE

- 35.1 This clause supplements the annual leave provisions provided for in the NES and the General Staff Award.
- 35.2 From the commencement of the 2018 School Year, a full time General Staff Employee is entitled to five (5) weeks paid annual leave for each year of service. A part-time General Staff employee will be entitled to the pro rata amount based on their ordinary hours of work.
- 35.3 When calculating a General Staff Employee's annual salary that is on leave without pay during non-term weeks, instead of four (4) weeks annual leave contained in the formula in clause 11.2(b) of the General Staff Award, this will be five (5) weeks annual leave.

EXECUTED as an Agreement this 15 day of December 2017.

EMPLOYER REPRESENTATIVE

Southern Cross Grammar
ABN 35 149 437 276

Signed: 
Date: 15 DECEMBER 2017
Name in full (printed): WILLIAM ANDREW PONSFORD
Position title: PRINCIPAL
Authority to sign explained: 'REPRESENTATIVE OF EMPLOYER'
Address: 2-20 Lancefield Dve, Caroline Springs VIC 3023
Witnessed by: 
Witness name in full: ANTHONY BRUCE CLARK
Witness address: 2-20 Lancefield Dve, Caroline Springs VIC 3023

EMPLOYEE REPRESENTATIVE

Signed: 
Date: 15/12/17
Name in full (printed): DANIELLE LEE ANDREWS
Position title: SCHOOL REGISTRAR
Authority to sign explained: Employee covered by Agreement
Address: 2-20 Lancefield Dve, Caroline Springs VIC 3023
Witnessed by: 
Witness name in full: ANTHONY BRUCE CLARK
Witness address: 2-20 Lancefield Dve, Caroline Springs VIC 3023

SCHEDULE A – SALARIES FOR TEACHERS

- A.1** The minimum salary per annum payable to a full-time Teacher will be determined in accordance with the provisions of clauses 30 and 31 of this Agreement, and the following table:

Level	From the first pay period commencing on or after				
	1 Feb 2017	1 Feb 2018	1 Feb 2019	1 Feb 2020	1 Feb 2021
	\$	\$	\$	\$	\$
1	65,821	68,285	70,523	72,833	75,220
2	67,455	70,805	73,125	75,521	77,996
3	70,422	73,418	75,824	78,308	80,873
4	72,770	76,127	78,620	81,197	83,857
5	75,280	78,937	81,523	84,194	86,952
6	77,877	81,849	84,531	87,300	90,160
7	80,564	84,869	87,649	90,521	93,487
8	83,517	88,001	90,884	93,862	96,937
9	86,460	91,248	94,237	97,326	100,514
10	89,507	94,616	97,715	100,916	104,223
11	99,514	102,350	105,703	109,166	112,743

- A.2** The weekly rate of pay for a Teacher will be determined by dividing the annual rate of pay by 52.18.

A.3 Annual Leave Loading

The annual salary in A.1 is inclusive of annual leave loading. Clause 23 of the Teachers Award does not apply.

SCHEDULE B – SALARIES FOR GENERAL STAFF

- B.1** An Employer will pay a full-time Adult Employee not less than the annual rate of pay specified for the Employee's classification as specified below:

Classification Level	From the first pay period commencing on or after				
	1 Feb 2017	1 Feb 2018	1 Feb 2019	1 Feb 2020	1 Feb 2021
	\$	\$	\$	\$	\$
Level 1					
1.1	41,991	43,368	44,791	46,260	47,777
1.2	42,411	43,802	45,239	46,722	48,255
1.3	42,835	44,240	45,691	47,190	48,738
Level 2					
2.1	50,206	51,853	53,554	55,311	57,125
2.2	50,709	52,372	54,090	55,864	57,696
Level 3					
3.1	55,684	57,510	59,396	61,344	63,357
3.2	56,240	58,085	59,990	61,958	63,990
Level 4					
4.1	62,073	64,109	66,212	68,384	70,627
4.2	62,694	64,751	66,874	69,068	71,333
Level 5					
5.1	69,376	71,652	74,002	76,429	78,936
5.2	70,070	72,368	74,742	77,193	79,725
Level 6					
6.1	77,592	80,137	82,765	85,480	88,284
6.2	78,368	80,938	83,593	86,335	89,167
Level 7					
7.1	86,720	89,565	92,502	95,536	98,670
7.2	87,587	90,460	93,427	96,492	99,657
7.3	88,464	91,365	94,362	97,457	100,654
Level 8	91,284	94,279	97,371	100,565	103,863

- B.2** A General Staff Employee who is in receipt of a rate of pay more than what they would be entitled to according to their classification in B.1, will receive a percentage increase of 3.28% to their annual salary, from the first pay period commencing on or after 1 February, each year until the nominal expiry date of this Agreement.

B.3 Annual Leave Loading

The annual salary in B.1 is inclusive of annual leave loading. Clause 28.3 of the General Staff Award does not apply.



SOUTHERN CROSS
GRAMMAR

27 March 2018

Fair Work Commission
11 Exhibition Street
Melbourne VIC 3000
via email: Member.Assist@fwc.gov.au

Dear Commissioner Johns

AG2017/6449 – Southern Cross Grammar Enterprise Agreement 2017-2021 (Agreement)

Southern Cross Grammar (Employer) provides the following undertakings with respect to this Agreement that:

1. the *Educational Services (Schools) General Staff Award 2010* and the *Educational Services (Teachers) Award 2010*, as amended from time to time, shall be incorporated into the Agreement;
2. although an employee is required to provide evidence pursuant to cl.12.10 of the Agreement for a day (or days) of personal/carer's leave taken immediately before or after a public holiday, the employee is entitled to payment for the public holiday where the public holiday falls on a day that the employee ordinarily works.
3. the current rate of pay for a casual teacher employed by the Employer is \$353.03 per day (or \$176.52 per half-day). This casual rate of pay exceeds all minimum rates of pay specified by the *Educational Services (Teachers) Award 2010*. A casual teacher will not be paid less than \$353.03 per day (or \$176.52 per half-day) for the duration of the Agreement. Should the Award rate of pay exceed \$353.03 at any time during the period of operation of the Agreement, it is undertaken to pay not less than \$1 more than the relevant minimum rate of pay specified by the Award.

The Employer confirms that it has sought the views of the bargaining representatives for the Agreement. The bargaining representatives do not object to the undertakings given by the Employer.

Yours sincerely

Andrew Ponsford
Principal

2-20 Lancefield Drive (PO Box 3092) Caroline Springs VIC 3023

Phone: (03) 8363 2000

Email: admin@scg.vic.edu.au Web: www.scg.vic.edu.au

ABN: 35 149 437 276

Southern Cross Grammar