DEcision

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

St Margaret's School
(AG2014/8773)

ST MARGARET'S SCHOOL ENTERPRISE AGREEMENT 2014 - 2017

Educational services

COMMISSIONER WILSON MELBOURNE, 10 SEPTEMBER 2014

application for approval of the St Margaret's School Enterprise Agreement 2014-2017

[1] An application has been made for approval of a single-enterprise agreement known as the St Margaret's School Enterprise Agreement 2014-2017 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by St Margaret’s School (the Applicant).

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act, as are relevant to this application for approval, have been met.

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

[4] Pursuant to s.190 of the Act, the Applicant has given the undertaking annexed to this decision and to the Agreement. In accordance with ss. 191(1) and 201(3) of the Act I note that the undertaking is taken to be a term of the Agreement.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 September 2014. The nominal expiry date of the Agreement is 31 December 2017.
3 September 2014

Commissioner Wilson
Fair Work Commission

Dear Commissioner

Further to your Preliminary Findings issued on 2 September 2014 in relation to the application for approval of the St Margaret’s Enterprise Agreement 2014 – 2017 (the Agreement), the School makes an undertaking that cl.7 of the Agreement will operate and apply in relation to any dispute relating to a matter about the National Employment Standards, as well as any dispute that may arise out of the Agreement.

Yours sincerely

[Signature]

Brian (Doug) Bailey
Principal
St Margaret’s School Enterprise Agreement 2014 - 2017

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the St Margaret’s School Enterprise Agreement 2014 - 2017 (the Agreement) and is a single enterprise agreement made pursuant to s.172(2) of the Fair Work Act 2009 (Cth) (the Act).

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3 Commencement Date and Period of Operation

3.1 Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.

3.2 The nominal expiry date of the Agreement is 31 December 2017.
4 Parties bound

4.1 This Agreement binds:

i. the Employer, located at 27-47 Gloucester Avenue, Berwick; and 80 Tivendale Rd, Officer.

ii. the Teachers, School Assistants, Early Learning Centre Teachers, Early Learning Centre Co-educators, Clerical/Administrative Employees, Grounds and Maintenance Employees, Information Technology Employees and Canteen Employees employed by the Employer. This Agreement excludes persons employed as a Principal, a Head of School, a Business Manager, sessional music teachers and sport coaches.

4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3, 4, 5, 6, 7, 8 and 9 of this Agreement apply to the Employees as specified.

5 Relationship to Awards

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to any of the Employees covered by this Agreement.

6 Definitions

| Accident Compensation Act | means the Accident Compensation Act 1985 (Vic) or its successor |
| Act                      | means the Fair Work Act 2009 (Cth) or its successor |
| Attendance               | means all days of the School Year less the Non-Attendance Time and the period of annual leave |
| Assistant                | means a School Assistant or an ELC Co-educator, unless separately specified |
| Award/s                  | means the:  
|                         | - Educational Services (Schools) General Staff Award 2010; and/or  
|                         | - Educational Services (Teachers) Award 2010 or their successors |
| Canteen                  | means a school retail facility catering for students, staff and guests |
| Canteen Employee         | means a person who is employed wholly or principally in hospitality and catering |
| Casual Employee          | means an Employee employed pursuant to cl.8.4 of this Agreement |
| Clerical/Administrative Employee | means a person who is employed wholly or principally in clerical work and/or administrative work, excluding  
|                         | - a business manager (by whatever name called),  
|                         | - a human resource manager,  
|                         | - a person who has delegated authority to act for the Employer from time-to-time in the recruitment and termination of Employees of the School, and  
<p>|                         | - an Employee with accounting responsibilities who is eligible for membership of the Institute of Chartered |</p>
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<td>Commission</td>
<td>means the Fair Work Commission</td>
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<td>Early Childhood Program</td>
<td>means the core curriculum provided to three-, four- and five year old children enrolled in the Early Learning Centre</td>
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<tr>
<td>Employee</td>
<td>means a person covered by this Agreement</td>
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<tr>
<td>Employer</td>
<td>means the St Margaret’s School (ABN 49 004 260 995)</td>
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<tr>
<td>ELC Co-educator</td>
<td>means a person who performs general duties under the general direction of an Early Childhood Teacher in the Early Childhood Program</td>
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<tr>
<td>ELC Teacher</td>
<td>means a person, including a person employed as Director of Early Learning Centre who is employed to teach children in the Early Childhood Program</td>
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<tr>
<td>Experience</td>
<td>means experience of teaching</td>
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<td></td>
<td>• for a School Teacher, after achieving the qualifications necessary for registration as a teacher, and</td>
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<tr>
<td></td>
<td>• for an ELC teacher, after achieving a four-year post-secondary qualification in early childhood education, and will be deemed to have commenced at the date on which a ‘qualified’ person first receives a teaching appointment</td>
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<td>Face-to-Face Teaching Hours</td>
<td>means timetabled classes</td>
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<td>Fixed Term Employee</td>
<td>means an Employee employed pursuant to cl.8.3 of this Agreement</td>
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<td>Full-time Employee</td>
<td>means an Employee employed pursuant to cl.8.1 of this Agreement</td>
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<td>Grounds and Maintenance Employee</td>
<td>means a person who is employed wholly or principally in the maintenance and development of the School’s grounds, facilities and services.</td>
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<td>Immediate Family</td>
<td>means spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or difference sexes); and child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a parent-in-law, grandparent, grandchild or sibling of the Employee or spouse of the Employee</td>
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<tr>
<td>IT Employee</td>
<td>means a person who is employed wholly or principally in maintaining and developing the School’s information and communication technology management systems</td>
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<td>LSL Act</td>
<td>means the Long Service Leave Act 1992 (Vic) or its successor</td>
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<td>NES</td>
<td>means the National Employment Standards as contained in Part 2-2 of the Act</td>
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<td>Non-Attendance Time</td>
<td>means a period of time that will be announced in advance of</td>
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<td>the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less four weeks annual leave)</td>
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<td>Part-time Employee</td>
<td>means an Employee employed pursuant to cl.8.2 of this Agreement</td>
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<td>Permission to Teach Teacher</td>
<td>means a person who is granted Permission to Teach 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 engaged to undertake the duties of a Teacher, which includes the delivery of the School's educational program and the assessment of student participation in the educational program</td>
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<td>Principal</td>
<td>means Principal of St Margaret’s School or his or her nominee</td>
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<td>Registered Health Practitioner</td>
<td>means a person registered under the Health Practitioners Regulation National Law (Victoria) Act 2009 (Vic)</td>
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<td>School</td>
<td>means St Margaret’s School (ABN 49 004 260 995) trading as St Margaret’s School or Berwick Grammar School</td>
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<td>School Assistant</td>
<td>means a person who is ancillary to the process of teaching and includes school counsellors, guidance officers, curriculum advisers, audio-visual technicians and coordinators, laboratory technicians and managers, library technicians, librarians, special education personnel, integration aides, school marshals, community information officers, computer and mathematics laboratory assistants, faculty administrators, extension education coordinators and teacher aides.</td>
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<td>School Holidays</td>
<td>means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools</td>
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<td>School Year</td>
<td>means the 12 months from the day that Employees are required to attend the School for the new educational year</td>
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<td>School Teacher</td>
<td>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 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 Head of School, by whatever name called</td>
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<td>Shut Down Period</td>
<td>means the period of time that the School, or any part of the School, is shut down</td>
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<td>Teacher</td>
<td>means a School Teacher and an ELC Teacher, unless separately specified</td>
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<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>
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7 DISPUTE RESOLUTION PROCEDURE

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

Step 1
Every attempt will be made to resolve the matter by discussions between the Employer and the Employee(s) directly involved at the School. This does not preclude the right of either party to seek advice from outside the School, nor does it necessitate such an approach where this is impracticable.

Step 2
Where the matter is not resolved by Step 1, the Employer or the Employee(s) may seek the assistance of an Employee representative, Employer association or other representatives in order that a further attempt may be made to resolve the matter.

Step 3
Where the Employer and the Employee(s) are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative.

Step 4
In the event that Steps 1, 2 and 3 fail to resolve the matter it may be referred by either party to the Commission for resolution in accordance with the powers of the Commission under the Act. The Commission's powers include mediation, conciliation, consent arbitration and arbitration. In normal circumstances, the matter should not be referred by either party to the Commission prior to the completion of Steps 1 and 2, and where agreed, Step 3.

7.2 The parties agree that during the time when the parties attempt to resolve the matter, the Employee(s) will continue to work in accordance with their contract of employment and cooperate to ensure that the dispute resolution procedures are carried as quickly as is reasonably possible.

8 MODES OF EMPLOYMENT

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

8.1.1 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 in writing the part-time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part-time Teacher, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken.

8.2.3 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 relevant 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 deemed to be 18 hours for a secondary teacher and 23 hours for an ELC or primary teacher.

\[
\text{Teacher's Face-to-Face Teaching Hours} \times \frac{\text{Full-time Teacher's Face-to-Face Teaching Hours}}{\text{Annual Salary}}
\]

8.2.4 A Part-time Teacher will undertake a proportionate number of other duties normally expected of a Full-time Teacher.

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 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 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 cl.9 – Minimum Employment Period, 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 the relevant Part of this Agreement.
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
- paid parental leave

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 appropriate Schedules. This rate of pay includes a loading in lieu of paid leave entitlements.

8.4.3 The Employer will engage a Casual Teacher, for 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
- jury service leave
- school holidays
- non-attendance time
- leave loading
- paid personal leave
- paid compassionate leave
- accident make-up pay
- 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 An Employer must not employ a Casual Teacher, in such a capacity for more than 15 consecutive school days. However, by mutual agreement, employment may be for up to one school term, where the days are consecutive.

8.4.7 An Employer must not employ a Casual School Assistant, for longer than two concurrent 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.
PART 2 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

9 MINIMUM EMPLOYMENT PERIOD

9.1 The employment of a new Employee employed by the school is contingent upon the satisfactory completion of a six month minimum employment period.

9.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee’s employment, the Employer does not need to provide the notice of termination in the relevant Part of this Agreement and does not need to comply with cl.28 or 29 or any due process or performance management policies or procedures in place from time-to-time.

9.3 If the Employer is to terminate the Employee within the first six months of the Employee’s employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

Teacher (School and ELC Teacher) 4 weeks
Assistant (School and ELC Co-educator) 4 weeks
Other Employees 1 week

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 the applicable period of notice above.

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 The Employer currently makes an Employer superannuation contribution, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by each individual Employee, excluding a fund where the Employer is required to become a participating Employer.

11.2 Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be to The Non-Government Schools Superannuation Fund (NGS Super) or successor fund.

11.3 An Employee may make voluntary contributions to the fund nominated by the individual Employee pursuant to cl.11.1 or nominated by the Employer pursuant to cl.11.2.
12 Payment Arrangements

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

13 Personal Leave

13.1 Personal leave is in accordance with the NES except where ancillary terms are provided in this Agreement. This clause does not reproduce the NES in full.

13.2 Entitlement

13.2.1 An Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.

13.2.2 For a Full-time Employee, the personal/carer's leave entitlement equates to 15 days per year of service.

13.2.3 A Part-time Employee is entitled to personal/carer's leave on a pro rata basis based on specified hours in the clause in the relevant Part of this Agreement.

13.2.4 Paid sick leave is taken by the Employee because of a personal illness or injury.

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

13.2.6 Where the Employee has exhausted their 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.

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

13.2.8 Personal/carer's leave accrues as follows:

- in the first year of service, six days during the first term worked; and thereafter, an additional three days at the commencement of each subsequent school term; and
- in the second and each subsequent year of service, 15 days at the commencement of that year.

13.2.9 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 (sick leave), 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 (carer's leave).
13.2.10 An Employee is entitled to personal leave provided that:

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

13.2.11 An Employee is entitled to carer's leave provided that:

- the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer, if the member of the Employee's Immediate Family or household is ill or injured for
  - any absence of two consecutive days or more,
  - any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate, or
  - where the number of days of paid carer's leave already taken without the production of a certificate or statutory declaration exceed five days in the one year;
- 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.

14 Compassionate Leave

14.1 Compassionate leave is in accordance with the NES, except where ancillary terms are provided in this Agreement. This clause does not reproduce the NES in full.

14.2 Entitlement

14.2.1 An Employee may take three 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.

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 **INFECTION DISEASES LEAVE**

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

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

15.2 The Employee must, at the request of the Employer, produce a medical certificate from a registered health practitioner which specifically names the disease as soon as is reasonably practicable.

16 **PUBLIC HOLIDAYS**

16.1 An Employee is entitled to public holidays as specified in the Public Holidays Act 1993 (Vic) and as gazetted by the Victorian Government from time-to-time. These include the following:

- New Year’s Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen’s Birthday and Labour Day; and
- Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

16.2 Public holidays that occur during a period of leave for Employees in accordance with cl.16.1 do not create an additional entitlement.

16.3 By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.

16.4 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.

16.5 An agreement made in accordance with cl.16.3 or 16.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

17 **PARENTAL LEAVE**

17.1 NES

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

17.2 Right to request

17.2.1 12 months beyond available parental leave.
St Margaret’s School Enterprise Agreement 2014 - 2017

(a) Subject to cl.17.2.1(b), an Employee entitled to parental leave pursuant to the provisions of the NES may request the Employer to allow the Employee to extend the period of unpaid parental leave provided for in the Act, for up to 12 months beyond the available parental leave period assist the Employee in reconciling work and parental responsibilities.

(b) An application under cl.17.2.1(a) must be given to the Employer at least four weeks before the end of the available parental leave period, but preferably an application will be made at least ten weeks prior.

17.2.2 Part-time Work

(a) Subject to cl.17.2.2(b), an Employee entitled to parental leave pursuant to the provisions of the NES may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.

(b) An application pursuant to cl.17.2.2(a) must be made as soon as possible but preferably not less than ten weeks prior to the date upon which the Employee is due to return to work from parental leave.

17.2.3 Request to be considered

(a) The Employer shall consider any request made pursuant to cl.17.2.1 or 17.2.2 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.

(b) An Employee’s request and the Employer’s decision made pursuant to cl.17.2.1 or 17.2.2 must be recorded in writing.

17.3 Notice of termination to a replacement Teacher

17.3.1 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 they wish to return from parental leave earlier than expected, and the Employer agrees.

18 Paid Parental Leave

18.1 An Employee who has been granted parental leave and is responsible for the care of the child, will be entitled to paid parental leave equivalent to 14 weeks pay at the Employee’s ordinary rate of pay.

18.2 Payment of the leave referred to in cl.18.1 will be made on the following basis:

(a) an amount equivalent to six weeks leave will be paid to the Employee on the commencement of maternity leave; and

(b) a further amount equivalent to eight weeks leave will be paid to the Employee after the birth of the child
(c) the school leaves open the option to vary the split noted in cl.18.2 (a) and 18.2(b) depending on the individual needs of the staff member.

18.3 An Employee on a period of concurrent leave (non-primary caregiver) will be entitled to paid parental leave equivalent to two weeks pay at the time of the birth of the child.

18.4 An Employee shall be entitled to paid parental leave where the Employee has served at least 12 months continuous service with the School.

18.5 The calculation of paid parental leave for a Part-time Employee will be based upon the average of the full-time equivalent worked over the 12 months prior to taking the parental leave.

18.6 Any payments made in accordance with this clause will accrue periods of annual leave only, and will not accrue long service leave pursuant to the Long Service Leave Act 1992 (Vic.) (LSL Act) or School Holidays.

18.7 In order to be entitled to a second or subsequent period of paid parental leave in accordance with this clause, the Employee must have provided at least 52 weeks service after returning from the previous period of parental leave. The term 'Service' used in this clause shall mean a period of actual service performed by the Employee since the Employee’s last period of parental leave.

19. **LONG SERVICE LEAVE**

19.1 An Employee is entitled to long service leave in accordance with the LSL Act as amended from time-to-time.

19.2 A Teacher is entitled to long service leave of thirteen 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.

19.3 From 1 February 2008, all other Employees are entitled to accrue long service leave pro rata of thirteen weeks upon the completion of ten years of continuous employment. For service completed prior to this date, an Employee accrued pro rata long service leave of thirteen weeks upon completion of 15 years of continuous employment. An Employee is entitled to an additional six and a half weeks long service leave for each additional five years of continuous employment with the Employer.

19.4 An Employee is entitled to take pro rata long service leave after seven years of continuous employment.

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

19.6 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
19.7 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. However, where the NES provides an Employee with a higher payment for long service leave, the NES entitlement will apply.

19.8 Wherever possible, long service leave should be requested in writing to the Principal prior to the calendar year in which the Employee wishes to take the leave. Approval will be subject to the operational requirements of the School.

19.9 An Employee may apply to take an amount of long service leave twice as long as the amount to which the Employee would otherwise be entitled and at a rate of pay equal to half the Employee's ordinary pay. Such an application will be granted at the discretion of the Principal.

19.10 Illness on Long Service Leave

19.10.1 Subject to cl.19.10.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Principal for the period of illness or injury to be treated as sick leave, with long service leave reaccredited to the Employee. An application must be made pursuant to cl.19.10.2. 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.

19.10.2 The Employee's application:
   i. must be in writing and received by the Employer during the period of illness or injury;
   ii. must be accompanied by a medical certificate from a registered health practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
   iii. 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 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.

21 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP 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 Accident Compensation Act 1885 (Vic) (Accident Compensation 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 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
22 Withholding of Monies

22.1.1 Subject to cl.22.1.2, in the event that an Employee does not provide the full notice required by the clause in the relevant Part of this Agreement, 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.

22.1.2 For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee from sources including (but not limited to) the following:
   i. unpaid salary or;
   ii. for an Assistant entitled to School Holidays, a payment for School Holidays;
   iii. any entitlement to a pro rata payment for long service on termination of employment (notwithstanding any inconsistent provision of the LSL Act; and
   iv. any amounts owing to the Employee for an unpaid bonus or allowance.

23 Letter of Appointment

Upon engagement, the Employer will provide the Employee (other than a Casual Teacher or a Casual Assistant) with a letter of appointment.

24 Statement of Service

Upon termination of employment, an Employee may request a statement of service. Upon receipt of such a request, the Employer will provide the Employee with a statement specifying:

- the period of employment; and
- the classification of, or type of work performed by the Employee.

25 Introduction of Major Change

25.1 This term applies if the Employer:
   25.1.1 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
   25.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

25.2 For a major change referred to in cl.25.1.1:
   25.2.1 the Employer must notify the relevant Employees of the decision to introduce the major change; and
   25.2.2 cl.25.3 to 25.9 apply.

25.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
St Margaret’s School Enterprise Agreement 2014 - 2017

25.4 If:

25.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
25.4.2 the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

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

25.5.1 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

25.5.2 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.

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

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

25.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl.25.2.1, and cl.25.3 and 25.5 are taken not to apply.

25.9 In this term, a major change is likely to have a significant effect on Employees if it results in:

25.9.1 the termination of the employment of Employees; or
25.9.2 major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or
25.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
25.9.4 the alteration of hours of work; or
25.9.5 the need to retrain Employees; or
25.9.6 the need to relocate Employees to another workplace; or
25.9.7 the restructuring of jobs.

Change to regular roster or ordinary hours of work

25.10 For a change referred to in cl.25.1.2:

(a) the Employer must notify the relevant Employees of the proposed change; and

(b) cl.25.11 to 25.15 apply.

25.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
25.12 If:

25.12.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

25.12.2 the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

25.13 As soon as practicable after proposing to introduce the change, the Employer must:

25.13.1 discuss with the relevant Employees the introduction of the change; and

25.13.2 for the purposes of the discussion, provide to the relevant Employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and

(iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

25.13.3 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).

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

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

25.16 For the purposes of cl.25.10 to 25.15, a School's educational timetable in respect of academic classes and student activities, which:

25.16.1 may operate on a term, semester or a School Year basis, and

25.16.2 ordinarily changes between one period of operation and the next, and

25.16.3 may change during the period of operation,

is not a regular roster.

25.17 However, where a change to a School's educational timetable directly results in a change to:

25.17.1 the number of ordinary hours of work of an Employee, or

25.17.2 the spread of hours over which the Employee's ordinary hours are required to be worked, or

25.17.3 the days over which the Employee is required to work,

cl.25.11 to 25.15 will apply.

25.18 In this term:

relevant Employees means the Employees who may be affected by a change referred to in cl.25.1.
26 **Variation of Hours and/or Days and/or Times of Attendance for Part-time Employees**

26.1 An Employer cannot make a variation to a part-time Employee’s number of hours and/or days and/or times of attendance unless it can be demonstrated that such a variation is required as a result of change in enrolment, curriculum, program, organisation, structure, technology or funding.

26.2 In reaching the decision to make a variation to the number of hours and/or days and/or times of attendance of the part-time Employee, the Employer will:

- 26.2.1 Consult with the part-time Employee and give due consideration to the impact of the variation on the part-time Employee’s family and personal responsibilities as well as other relevant circumstances;
- 26.2.2 Advise the part-time Employee whether the proposed variation is required because of a change in enrolment, curriculum, program, organisation, structure, technology or funding; and
- 26.2.3 Advise the part-time Employee of the proposed change to hours and/or days and/or times of attendance in writing.

26.3 An Employer cannot vary the number of hours and/or days and/or times of attendance of a part-time Employee unless:

- 26.3.1 the Employer has complied with cl.26.2 and the part-time Employee agrees in writing; or
- 26.3.2 the Employer has complied with cl.26.2 and five weeks written notice of the variation is given to the part-time Employee concerned. (The Employer is encouraged to give greater notice wherever possible).

26.4 In the absence of the required notice, and where the change involves a drop in salary, the part-time Employee’s salary will be maintained at its former level for the period of the notice not given.

27 **Significant Reduction in Hours**

27.1 Where the Employer proposes to reduce the fraction of a part-time Employee by either:

- 27.1.1 0.2 or more; or
- 27.1.2 the Employee has had their fraction reduced within the preceding two years, and the cumulative reduction is 0.3 or more,

  the Employer must comply with this clause, and provide five weeks written notice of the variation.

27.2 An Employer cannot make a variation to a part-time Employee’s fraction unless it can be demonstrated that such a variation is required as a result of change in enrolment, curriculum, program, organisation, structure, technology or funding.

27.3 In reaching the decision to make a variation to the fraction of the part-time Employee, the Employer will:
27.3.1 Consult with the part-time Employee and give due consideration to the impact of the variation on the part-time Employee’s family and personal responsibilities as well as other relevant circumstances;

27.3.2 Advise the part-time Employee whether the proposed variation is required because of a change in enrolment, curriculum, program, organisation, structure, technology or funding; and

27.3.3 Advise the part-time Employee of the proposed change to their fraction in writing.

27.4 The Employee may either:

27.4.1 accept the proposed reduction to their fraction; or

27.4.2 elect to receive a severance payment and be declared redundant.

27.5 Where the part-time Employee elects to receive a severance payment, the Employer shall pay in accordance with the table ‘Severance Pay for Redundancy’.

27.6 Subject to cl.27.7 where the entitlement arises under cl.27.1.2, the severance payment will be paid on the highest FTE of the Employee in the preceding two year period.

27.7 Where a part-time Employee was offered and rejected a severance payment by the Employer pursuant to this clause, and the Employee chose instead to accept a reduced fraction, the Employee cannot claim a severance payment.

27.8 The Employer will not be required to comply with this clause for any change of a part-time Employee’s load of less than 0.2, however the Employer will hold discussions about such a change with the Employee in accordance with cl.28

28 UNSATISFACTORY PERFORMANCE

28.1 Where termination of employment may take place for reasons related to performance the Employer will apply a process that includes the provisions outlined in this clause. This clause does not apply to an Employee completing their minimum employment period.

28.2 Due Process

28.2.1 Due process will commence with the Employer advising an Employee of;

- the Employer’s concerns with the Employee’s conduct or performance;
- the time, date and place of the first due process meeting;
- the Employee’s right to be accompanied by a nominee of the Employee’s choice at all due process meetings;
- the Employer’s right to terminate the employment should due process not resolve the Employer’s concerns.

28.2.2 Due process meetings will;

- include discussion of the Employer’s concerns with the Employee’s performance;
- give the Employee an opportunity to respond to the Employer’s concerns;
St Margaret’s School Enterprise Agreement 2014 - 2017

- include discussion of any counselling or assistance, where appropriate, available to the Employee;
- include documentation, where appropriate; and
- set periods of review, as appropriate.

29 UNSATISFACTORY CONDUCT

Where termination of employment may take place for reasons related to unsatisfactory conduct, the Employer will investigate the alleged misconduct, provide the Employee with an opportunity to respond to the allegations unless this would be impracticable and take disciplinary action deemed appropriate by the Employer. Disciplinary action may include termination of the Employee’s employment. This clause does not apply to Employees completing their minimum employment period or to circumstances of serious misconduct.

30 REDUNDANCY

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

30.2 Redundancy disputes

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

30.2.2 Where a redundancy dispute arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.

30.3 Transfer to lower paid duties

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

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

For Employees who are under 45 years of age:

<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>7 weeks pay*</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>10 weeks pay*</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>12 weeks pay*</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>14 weeks pay*</td>
</tr>
<tr>
<td>6 years and less than 7 years</td>
<td>16 weeks pay*</td>
</tr>
<tr>
<td>7 years and less than 8 years</td>
<td>18 weeks pay*</td>
</tr>
<tr>
<td>8 years and less than 9 years</td>
<td>20 weeks pay*</td>
</tr>
<tr>
<td>9 years and less than 10 years</td>
<td>21 weeks pay*</td>
</tr>
<tr>
<td>10 years and over</td>
<td>22 weeks pay*</td>
</tr>
</tbody>
</table>

For Employees who are 45 years of age and over:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
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<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>9 weeks pay*</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>13 weeks pay*</td>
</tr>
<tr>
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<tr>
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<tr>
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<td>23 weeks pay*</td>
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<tr>
<td>8 years and less than 9 years</td>
<td>25 weeks pay*</td>
</tr>
<tr>
<td>9 years and less than 10 years</td>
<td>26 weeks pay*</td>
</tr>
<tr>
<td>10 years and over</td>
<td>27 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.
30.5 Leaving during notice
An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee’s employment during the period of notice and, if so, will be entitled to the same benefits and payments under cl. 30.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

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

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

ii. 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.

30.8 Exemptions
This clause will not apply where employment is terminated as a consequence of conduct that justifies summary dismissal or by due process.

31 LEAVE LOADING

31.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks annual leave.

31.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

Teacher

\[
\frac{17.5\% \text{ of Teacher's Attendance Time (weeks)}}{\text{School Attendance time (weeks)}} \times 4 \times \text{Annual Rate of Pay} = 52.18
\]

Assistant

\[
\frac{17.5\% \text{ of Assistant's Working Weeks}}{\text{School Working Weeks}} \times 4 \times \text{Annual Rate of Pay} = 52.18
\]

Other Employee

\[
\frac{17.5\% \text{ of Other Employee's working weeks}}{48} \times \text{Annual Rate of Pay} = 52.18
\]
31.3 For Teachers and Assistants, the salaries specified in the Schedules attached to this Agreement, including any responsibility allowances, exclude annual leave loading. The annual leave loading is calculated at the applicable rate of pay and paid monthly with each salary payment.

31.4 For all other Employees, leave loading will be paid to the Employee with the first salary payment in December of each year at the rate of pay applicable on 1 December.

32 **Meal Allowance**

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7.00 pm on any day.

33 **Fee Discounts**

33.1 A Full-time Employee is entitled to a reduction of school tuition fees of 50 per cent for each child. A maximum fee reduction of 50 per cent of tuition fees can be reached when the child is also eligible for any scholarship, sibling discount, bursaries or any other discount that would ordinarily be applicable.

33.2 A Part-time Employee is entitled to the reduction on a pro rata basis.

34 **Camp Allowance**

An Employee is entitled to an allowance of $80 for each night that the Employee is required to attend a school camp. This allowance is not payable for overseas trips.

35 **Health and Safety Representative Allowance**

An Employee elected as a Health and Safety Representative is entitled to a $500 allowance per annum for the period that the Employee performs this function. Where an Employee performs this role for part only of a School Year, the Employee will receive pro rata of this amount.

36 **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.

37 **Protective Clothing**

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will provide and maintain such clothing.

38 **Jury Service Leave**

38.1 Entitlement

38.1.1 An Employee required to appear and/or serve as a juror will be entitled to be granted leave at their ordinary rate of pay for the period during which attendance at court is required. The School will continue to pay the Employee through the normal salary payment system.
38.1.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

38.1.3 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.

38.1.4 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.

38.1.5 The Employee must pay to the Employer the full amount received from Court Authorities for jury service. The Employee must pay the Employer this money as soon as practicable.

39 STUDY LEAVE

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

40 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.

41 FLEXIBILITY TERM

41.1 An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

41.1.1 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

41.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in cl.41.1.1; and

41.1.3 the arrangement is genuinely agreed to by the Employer and Employee.
41.2 The Employer must ensure that the terms of the individual flexibility arrangement:

41.2.1 are about permitted matters under section 172 of the Act; and
41.2.2 are not unlawful terms under section 194 of the Act; and
41.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.

41.3 The Employer must ensure that the individual flexibility arrangement:

41.3.1 is in writing; and
41.3.2 includes the name of the Employer and Employee; and
41.3.3 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
41.3.4 includes details of:

(i) the terms of the enterprise 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

41.3.5 states the day on which the arrangement commences.

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

41.5 The Employer or Employee may terminate the individual flexibility arrangement:

41.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
41.5.2 if the Employer and Employee agree in writing at any time.
PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

42 CLASSIFICATIONS AND SALARIES

42.1 Schedule 1 sets out the classification structure and salaries, including progression arrangements, for Teachers, including Casual Teachers.

43 RESPONSIBILITY ALLOWANCES

43.1 A responsibility allowance will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers.

43.2 A responsibility allowance is linked to a position of responsibility rather than tied to an individual Teacher and is only payable for the period that the Teacher holds the position of responsibility.

43.3 The Principal will determine who is eligible for a responsibility allowance and the amount of the responsibility allowance.

43.4 Where a function is shared, the payment of the responsibility allowance will also be shared.

43.5 The Employer will provide written advice to a Teacher who is to receive a responsibility allowance of the position, its tenure, and the allowance to be paid.

43.6 Responsibility allowances are set out in Schedule 1 and will increase at the same rate as the percentage increases applied to rates of pay over the life of the Agreement.

44 HOURS OF WORK

44.1 The ordinary hours of work for a Full-time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.

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

44.3 The Employer will determine the ordinary full-time Face-to-Face Teaching Hours per week and the professional duties to be allocated to the Teacher.

44.4 A Teacher is expected to undertake a number of other duties, including but not limited to, staff meetings, open days, staff days, training, professional development, camps and excursions as part of their ordinary hours of work. A part-time Teacher is expected to partake in the above on a proportionate basis, based on their part-time fraction.
45 NON-ATTENDANCE TIME

45.1 A Teacher is not required or requested 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. Teachers will generally not be specifically directed to perform duties during the Non-Attendance Time. However, meetings may be scheduled by the School during the Non-Attendance Time by the agreement between the School and the affected Teachers.

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

45.3 Where a Teacher is employed for part only of a School Year or where a Teacher takes unpaid leave of more than ten days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks not worked by the Teacher. The entitlement to paid Non-Attendance Time during the School Year will be calculated pursuant to the formula in 45.4.

45.4 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:

\[
\text{Teacher's Attendance Time} \times \frac{\text{School's Non-Attendance Time}}{\text{School's Attendance time}} - \text{Non-Attendance Time (already taken)}
\]

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

46 ANNUAL LEAVE

46.1 Annual Leave is in accordance with NES as amended from time-to-time, except where ancillary terms are provided in this Agreement. This clause does not reproduce the NES in full.

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

46.3 A Teacher must take an amount of annual leave during each of the Shut Down 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.

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

46.5 If a Teacher’s employment is terminated or a Teacher resigns prior to the end of Term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to annual leave, pursuant to the following formula:
47 NOTICE OF TERMINATION

47.1 Subject to cl.47.5, where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had at least six months 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.

47.2 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, and the Employer agrees.

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

47.4 Subject to cl.9 – Minimum Employment Period, where a Teacher wishes to resign, the 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.

47.5 The notice period in this clause and in cl.9 do not apply where the Teacher is guilty of serious misconduct.
PART 4 – CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

48 CLASSIFICATIONS AND SALARIES

48.1 Schedule 2 sets out the classification structure for a School Assistant.

48.2 Schedule 3 sets out the salary scale for a School Assistant.

49 HOURS OF WORK

49.1 The ordinary hours of work for a Full-time School Assistant are 38 hours per week averaged over a four week period.

49.2 The School Assistant may be required to work reasonable additional hours.

50 ANNUAL LEAVE

50.1 Annual Leave is in accordance with the NES as amended from time-to-time, except where ancillary terms are provided in this Agreement. This clause does not reproduce the NES in full.

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

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

51 SCHOOL HOLIDAYS

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

51.2 The salary for a School Assistant, designated as being in receipt of school holidays, in Schedule 3 takes this period of additional leave into account.

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

51.4 A School Assistant who is employed for part only of a School Year or who takes leave without pay in excess of ten 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:

\[
\text{School Assistant's Working Weeks x School Holidays (weeks)} = \text{School Holidays (already taken)}
\]

\[
\text{School's Working Weeks} - \text{ Note: All amounts are expressed in weeks or part-weeks}
\]

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52 NOTICE OF TERMINATION

52.1 Where the Employer wishes to terminate the employment of a School Assistant, where the School Assistant has had at least six months continuous service with the Employer, four weeks notice in writing, or full payment in lieu, will be provided to the School Assistant. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

52.2 Payment in lieu of notice is calculated by taking the amount of salary in Schedule 3 that a School Assistant would have received by working during the notice period if the School Assistant’s employment had not been terminated.

52.3 Where a School Assistant wishes to resign and has at least six months continuous service with the Employer, the School Assistant must provide the Employer with a minimum of four weeks notice in writing. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

52.4 In addition to the period of notice specified in cl.52.1, 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.

52.5 The notice period in this clause and in cl. 9 – Minimum Employment Period do not apply where the School Assistant is guilty of serious misconduct.
PART 5 – CONDITIONS OF EMPLOYMENT FOR CLERICAL / ADMINISTRATIVE EMPLOYEES

53 CLASSIFICATIONS AND SALARIES

53.1 Schedule 4 sets out the classification structure for Clerical/Administrative Employees ('the C/A Employee').

53.2 Schedule 5 sets out the salary scale for C/A Employees.

54 HOURS OF WORK

54.1 The ordinary hours of work for a Full-time C/A Employee will be 38 hours per week.

54.2 The ordinary hours of work may be averaged over a four week period.

54.3 The Employer may require a C/A Employee to work reasonable additional hours, and remuneration will be by way of time in lieu.

54.4 Unless otherwise agreed pursuant to cl.54.5, a C/A Employee's ordinary hours of work will be between 8.00 am and 6.00 pm from Monday to Friday.

54.5 To the exclusion of cl.54.3, the Employer and a C/A Employee may agree upon the arrangements for the C/A Employee's ordinary hours of work, including but not limited to:

(a) daily starting and finishing times;
(b) the time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;
(c) attendance at School meetings; and
(d) flexible work arrangements.

54.6 The Employer and a C/A Employee may agree to vary the hours of work arrangements at any time.

55 ANNUAL LEAVE

55.1 Annual leave is in accordance with the NES as amended from time-to-time, except where ancillary terms are provided in this Agreement. This clause does not reproduce the NES in full.

55.2 A C/A Employee is entitled to four weeks annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

55.3 A C/A must generally take an amount of annual leave during a Shut Down Period.

56 ADDITIONAL LEAVE

56.1 At the Principal's discretion, the Employer may engage and require a C/A 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).
56.2 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 a C/A Employee to work.

56.3 A C/A Employee is entitled to public holidays falling during additional leave.

56.4 As additional leave is unpaid authorised leave for the purpose of the Act, annual leave, personal leave and long service leave entitlements accrue during a period of additional leave.

56.5 The annual salary of a C/A Employee, in receipt of additional leave, is calculated using the following formula:

$$\text{Annual Salary} = (52.16 - A + B) \times C \times D$$

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 C/A 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 5)

D = the proportion of full-time hours the General 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 applicable Basic Periodic Rate of Pay as adjusted from time-to-time.

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 C/A Employee may change the additional leave arrangements by mutual agreement.

56.6 As additional leave is not paid leave, the remuneration of a C/A Employee entitled to additional leave will be annualised and paid in equal instalments throughout the year in accordance with cl.12 (Payment Arrangements).
57 NOTICE OF TERMINATION

57.1 In order to terminate the employment of a C/A Employee, the Employer must give to the C/A Employee, the period of notice specified below.

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<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 years of completed service</td>
<td>4 weeks</td>
</tr>
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</table>

57.2 In addition to the notice prescribed in cl.57.1, a C/A Employee over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week’s notice.

57.3 The Employer may elect to provide payment in lieu of the prescribed notice in cl.57.1 and 57.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the C/A Employee would have been entitled to, had employment continued until the end of the required period of notice.

57.4 The notice of termination required to be given by a C/A Employee is the same as that required of the Employer, save and except that there is no requirement upon the C/A Employee to give additional notice based upon the age of the C/A Employee concerned.

57.5 The Employer and a C/A Employee may agree in writing to vary the period of notice required under cl.57.1, 57.2 and 57.4, provided that the agreed period of notice will not be less than that required by this Agreement.

57.6 The notice period in this clause and in cl.9 - Minimum Employment Period do not apply whether the C/A Employee is guilty of serious misconduct.
PART 6 – CONDITIONS OF EMPLOYMENT FOR EARLY LEARNING CENTRE CO-EDUCATORS

58 CLASSIFICATIONS AND SALARIES

58.1 Schedule 6 sets out the classification structure for an ELC Co-educator.

58.2 Schedule 7 sets out the salary scale for an ELC Co-educator.

59 HOURS OF WORK

59.1 The ordinary hours of work for a Full-time ELC Co-educator will be 38 hours per week.

59.2 The ordinary hours of work may be averaged over a four week period.

59.3 The Employer may require an ELC Co-educator to work reasonable additional hours, in accordance with the arrangement specified in Schedule 7.

59.4 Unless otherwise agreed, an ELC Co-educator’s ordinary hours of work will be between 7.00 am and 6.00 pm from Monday to Friday.

59.5 Where an ELC Co-educator is required to work a session without an ELC Teacher present, the ELC Co-educator will be paid $25.00 per hour for the session in addition to the ordinary hourly rate of pay.

60 ANNUAL LEAVE

60.1 Annual Leave is in accordance with the NES, except where ancillary terms are provided in this Agreement. This clause does not reproduce the NES in full.

60.2 An ELC Co-educator is entitled to four weeks annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

60.3 An ELC Co-educator must generally take an amount of annual leave during each of the Shut Down Periods following the end of Term 1, 2, 3 and 4.

60.4 Where an ELC Co-educator has not accrued sufficient annual leave to be taken during the Shut Down Period, the ELC Co-educator will be entitled to leave which will be unpaid.

61 SCHOOL HOLIDAYS

61.1 An ELC Co-educator is entitled to School Holidays, which are inclusive of annual leave, if specified at the time of employment or during a period of employment.

61.2 The salary for an ELC Co-educator in Schedule 7 takes this period of additional leave into account.

61.3 An ELC Co-educator is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
61.4 An ELC Co-educator who is employed for part only of a School Year or who takes leave without pay in excess of ten 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:

\[
\text{Early Childhood Assistant's Working Weeks x School Holidays} \quad \text{School Holidays} \\
\text{School's Working Weeks} \quad - \quad \text{(already taken)}
\]

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

62 NOTICE OF TERMINATION

62.1 In order to terminate the employment of an ELC Co-educator, the Employer must give to the ELC Co-educator, the period of notice specified below.

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<td>Over 5 years of completed service</td>
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62.2 In addition to the notice prescribed in cl.62.1, an ELC Co-educator over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week’s notice.

62.3 The Employer may elect to provide payment in lieu of the prescribed notice in cll.62.1 and 62.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the ELC Co-educator would have been entitled to, had employment continued until the end of the required period of notice.

62.4 The notice of termination required to be given by an ELC Co-educator is the same as that required of the Employer, save and except that there is no requirement upon the ELC Co-educator to give additional notice based upon the age of the ELC Co-educator concerned.

62.5 The Employer and an ELC Co-educator may agree in writing to vary the period of notice required under cll.62.1, 62.2 and 62.4, provided that the agreed period of notice will not be less than that required by this Agreement.

62.6 The notice period in this clause and in cl.9 – Minimum Employment Period do not apply in the case of dismissal for serious misconduct.
PART 7 – CONDITIONS OF EMPLOYMENT FOR GROUNDS AND MAINTENANCE EMPLOYEES

63 Classifications and Salaries

63.1 Schedule 8 sets out the classification structure for a Grounds and/or Maintenance Employee (‘the G/M Employee’).

63.2 Schedule 9 sets out the salary scale for a G/M Employee.

64 Hours of Work

64.1 The ordinary hours of work for a Full-time G/M Employee will be 38 hours per week.

64.2 The ordinary hours of work may be averaged over four weeks, as agreed between the Employer and the G/M Employee. The Employer and a G/M Employee may agree to vary the hours of work arrangements at any time.

64.3 The ordinary hours of work will be worked on each day Monday to Friday inclusive, between the hours of 6:00 am and 6:30 pm.

64.4 Where it is agreed by the Employer and an individual Employee that the one day off per cycle is not practicable, then agreement may be reached in writing on an alternative method of arranging hours.

64.5 The Employer may require a G/M Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 9.

65 Breaks

65.1 Meal Breaks

65.1.1 A period of not less than 30 minutes, not later than five hours after commencing work, will be allowed for a meal break.

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

65.2 Tea Breaks

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

65.2.2 The afternoon tea break provided in cl.65.2.1 will not be taken where the majority of Employees agree to forego the break and cease normal work ten minutes earlier each day.
St Margaret's School Enterprise Agreement 2014 - 2017

65.3 Crib breaks

65.3.1 A G/M Employee working overtime will be allowed a crib break of 20 minutes duration without deduction of pay after each four hours of overtime worked if the G/M Employee continues work after such a break.

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

65.3.3 The Employer and a G/M Employee may agree to any variation of the provisions of cl.65.3.2 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 20 minutes.

66 ANNUAL LEAVE

66.1 Annual leave is in accordance with the NES as amended from time-to-time, except where ancillary terms are provided in this Agreement. This clause does not reproduce the NES in full.

66.2 A G/M Employee is entitled to four weeks annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

66.3 A G/M Employee must generally take an amount of annual leave during a Shut Down Period.

66.4 A G/M Employee will take all accrued annual leave during the Shut Down Period.

67 NOTICE OF TERMINATION

67.1 In order to terminate the employment of a G/M Employee, the Employer must give to the G/M Employee, the period of notice specified below.

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<td>4 weeks</td>
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</table>

67.2 In addition to the notice prescribed in cl.67.1, a G/M Employee over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week’s notice.

67.3 The Employer may elect to provide payment in lieu of the prescribed notice in cl.67.1 and 67.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the G/M Employee would have been entitled to, had employment continued until the end of the required period of notice.
67.4 The notice of termination required to be given by G/M Employee is the same as that required of the Employer, save and except that there is no requirement upon the G/M Employee to give additional notice based upon the age of the G/M Employee concerned.

67.5 The Employer and a G/M Employee may agree in writing to vary the period of notice required under cl.67.1, 67.2 and 67.4, provided that the agreed period of notice will not be less than that required by this Agreement.

67.6 The notice period in this clause and in cl.9 does not apply where the G/M Employee is guilty of serious misconduct or to apprentices and trainees.
PART 8 – CONDITIONS OF EMPLOYMENT FOR INFORMATION TECHNOLOGY EMPLOYEES

68 CLASSIFICATIONS AND SALARIES

68.1 Schedule 10 sets out the classification structure for an Information Technology Employee (‘the IT Employee’).

68.2 Schedule 11 sets out the salary scale for an IT Employee.

69 HOURS OF WORK

69.1 The ordinary hours of work for a Full-time IT Employee will be 38 hours per week.

69.2 The ordinary hours of work may be averaged over a four week period.

69.3 The annual salary specified in Schedule 11 compensates the IT Employee for time worked in excess of ordinary hours of duty, time worked on call backs, time spent standing-by in readiness for a call back, time spent carrying out professional information technology duties outside of the ordinary hours of duty over the telephone or via remote access arrangements or time worked on afternoon, night or weekend shifts unless such time is regular or excess of reasonable requirements, in which case, the Employer will provide compensation either by granting additional remuneration, an allowance or additional leave.

69.4 The Employer may require an IT Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 11. An IT Employee may refuse to work time in excess of ordinary hours of duty in circumstances where the working of such additional time would result in the IT Employee working hours which are unreasonable having regard to any risk to Employee health and safety, the IT Employee’s personal circumstances including any family responsibilities, the needs of the workplace or enterprise, the notice (if any) given by the Employer of the additional time which is required to be worked and by the IT Employee of his or her intention to refuse it, the IT Employee’s compensation, and any other relevant matter.

69.5 The Employer and an IT Employee may agree upon the arrangement for the IT Employee’s ordinary hours of work, including but not limited to:

i. daily starting and finishing times;

ii. the time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;

iii. attendance at School meetings (if required); and

iv. flexible work arrangements.

69.6 The Employer and individual IT Employee may agree to vary the hours of work arrangements at any time.
70 **Annual Leave**

70.1 Annual leave is in accordance with the NES as amended from time-to-time, except where ancillary terms are provided in this Agreement. This clause does not reproduce the NES in full.

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

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

70.4 An IT Employee will take all accrued annual leave during the Shut Down Period.

71 **Notice of Termination**

71.1 In order to terminate the employment of an IT Employee, the Employer must give to the IT Employee, the period of notice specified below.

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71.2 In addition to the notice prescribed in cl.71.1, an IT Employee over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week’s notice.

71.3 The Employer may elect to provide payment in lieu of the prescribed notice in cl.71.1 and 71.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the IT Employee would have been entitled to, had employment continued until the end of the required period of notice.

71.4 The notice of termination required to be given by an IT Employee is the same as that required of the Employer, save and except that there is no requirement upon the IT Employee to give additional notice based upon the age of the IT Employee concerned.

71.5 The Employer and an IT Employee may agree in writing to vary the period of notice required under cl.71.1, 71.2 and 71.4, provided that the agreed period of notice will not be less than that required by this Agreement.

71.6 The notice period in this clause and in cl.9 – Minimum Employment Period do not apply in the following circumstances where the IT Employee is guilty of serious misconduct.
PART 9 – CONDITIONS OF EMPLOYMENT FOR CANTEEN EMPLOYEES

72 Classifications and Salaries

72.1 Schedule 12 sets out the classification structure for a Canteen Employee ('the Canteen Employee').

72.2 Schedule 13 sets out the salary scale for a Canteen Employee.

73 Hours of Work

73.1 The ordinary hours of work for a Full-time Canteen Employee will be 38 hours per week.

73.2 The ordinary hours of work may be averaged over a four week period.

73.3 The annual salary specified in Schedule 13 compensates the Canteen Employee for time worked in excess of ordinary hours of duty, time worked on call backs, time spent standing-by in readiness for a call back, time spent carrying out professional canteen duties outside of the ordinary hours of duty over the telephone or via remote access arrangements or time worked on afternoon, night or weekend shifts unless such time is regular or excess of reasonable requirements, in which case, the Employer will provide compensation either by granting additional remuneration, an allowance or additional leave.

73.4 The Employer may require a Canteen Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 13. A Canteen Employee may refuse to work time in excess of ordinary hours of duty in circumstances where the working of such additional time would result in the Canteen Employee working hours which are unreasonable having regard to any risk to Employee health and safety, the Canteen Employee’s personal circumstances including any family responsibilities, the needs of the workplace or enterprise, the notice (if any) given by the Employer of the additional time which is required to be worked and by the Canteen Employee of his or her intention to refuse it, the Canteen Employee’s compensation, and any other relevant matter.

73.5 The Employer and a Canteen Employee may agree upon the arrangement for the Canteen Employee's ordinary hours of work, including but not limited to:
   i. daily starting and finishing times;
   ii. the time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;
   iii. attendance at School meetings (if required); and
   iv. flexible work arrangements.

73.6 The Employer and individual Canteen Employee may agree to vary the hours of work arrangements at any time.
74 **Annual Leave**

74.1 Annual leave is in accordance with the NES as amended from time-to-time, except where ancillary terms are provided in this Agreement. This clause does not reproduce the NES in full.

74.2 A Canteen Employee is entitled to four weeks annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

74.3 A Canteen Employee must generally take an amount of annual leave during a Shut Down Period.

74.4 A Canteen Employee will take all accrued annual leave during the Shut Down Period.

75 **Notice of Termination**

75.1 In order to terminate the employment of a Canteen Employee, the Employer must give to the Canteen Employee, the period of notice specified below.

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</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>

75.2 In addition to the notice prescribed in cl.75.1, a Canteen Employee over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week’s notice.

75.3 The Employer may elect to provide payment in lieu of the prescribed notice in cl.75.1 and 75.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the Canteen Employee would have been entitled to, had employment continued until the end of the required period of notice.

75.4 The notice of termination required to be given by a Canteen Employee is the same as that required of the Employer, save and except that there is no requirement upon the Canteen Employee to give additional notice based upon the age of the Canteen Employee concerned.

75.5 The Employer and a Canteen Employee may agree in writing to vary the period of notice required under cl.75.1, 75.2 and 75.4, provided that the agreed period of notice will not be less than that required by this Agreement.

75.6 The notice period in this clause and in cl.9 – Minimum Employment Period do not apply in the following circumstances where the Canteen Employee is guilty of serious misconduct.
St Margaret's School Enterprise Agreement 2014 - 2017

EXECUTED as an Agreement this 26th day of August 2014.

Signed for and on behalf of:

St Margaret's School
ACN 004 260 995/ABN 49 004 260 995

[Signature - Principal]

Address

c/o 21-47 Gloucester Avenue Berwick

Authority to Sign

School Principal

[Signature - School Principal]

In the presence of

[Signature - Witness]

Witness P. McConchie

The Employees of St Margaret's School employed pursuant to this Agreement as represented by

Cara Macnair

Name in Print

Address

c/o 21-47 Gloucester Avenue Berwick

Authority to Sign

Staff Rep

[Signature - Staff Rep]

Signature

[Signature - Staff Rep]

In the presence of

[Signature - Witness]

Witness P. McConchie

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SCHEDULE 1 – CLASSIFICATION STRUCTURE AND SALARIES
(TEACHERS)

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. The annual salary specified in this Schedule excludes annual leave loading.

<table>
<thead>
<tr>
<th>Teachers: Annual Salary</th>
<th>Effective from the first pay period commencing on or after 1 January</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2014 $</td>
</tr>
<tr>
<td>11</td>
<td>91,276</td>
</tr>
<tr>
<td>10</td>
<td>81,759</td>
</tr>
<tr>
<td>9</td>
<td>79,302</td>
</tr>
<tr>
<td>8</td>
<td>76,915</td>
</tr>
<tr>
<td>7</td>
<td>74,244</td>
</tr>
<tr>
<td>6</td>
<td>72,186</td>
</tr>
<tr>
<td>5</td>
<td>70,185</td>
</tr>
<tr>
<td>4</td>
<td>68,239</td>
</tr>
<tr>
<td>3</td>
<td>66,349</td>
</tr>
<tr>
<td>2</td>
<td>62,723</td>
</tr>
<tr>
<td>1</td>
<td>61,199</td>
</tr>
</tbody>
</table>

Casual Teachers will be paid in accordance with the Educational Services (Teachers) Award 2010.

1.1.2 Weekly Salary

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

1.1.3 The School is committed to ensuring that salary levels paid to teachers will be competitive, taking in to consideration the School’s financial position. To that end, the School will review its own salaries in light of the Department of Education and Early Childhood Development (DEECD) teacher rates of pay for 2016 and 2017 and, within a reasonable period of time, make any necessary adjustments to ensure that the salaries provided for in Schedule 1.1.1 are not less than DEECD rates, subject to the School’s ability to pay such rates.
1.2 Classification Structure

Four year trained teachers
A Teacher holding Full or Provisional Registration who has a 4-year approved training course beyond secondary school and including teacher training will commence at Level 1 and will progress to Level 11 in annual increments, which take place on 1 January of each 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.

Three year trained teachers
A Teacher holding Full or Provisional Registration who has a 3-year approved training course beyond secondary school and including teacher training will commence at Level 1 and will progress to Level 11 in annual increments, which take place on 1 January each 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.

Permission to Teach Teachers
A Permission to Teach Teacher will be paid not less than Level 1.

Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

1.3 Responsibility Allowances

The following allowances apply to a position of responsibility. The annual allowance excludes annual leave loading.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective from the first pay period commencing on or after 1 January</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Level 1 [e.g., Year Level Coordinators]</td>
<td>5,657</td>
<td>5,939</td>
<td>6,147</td>
<td>6,362</td>
</tr>
<tr>
<td>Level 2 [e.g., Department Heads]</td>
<td>2,719 - 4,240</td>
<td>2,856 - 4,451</td>
<td>2,956 - 4,607</td>
<td>3,059 - 4,768</td>
</tr>
<tr>
<td>Level 3 [various roles]</td>
<td>648 - 1,942</td>
<td>680 - 2,039</td>
<td>704 - 2,111</td>
<td>728 - 2,184</td>
</tr>
</tbody>
</table>
SCHEDULE 2 - CLASSIFICATION STRUCTURE  
(SCHOOL ASSISTANTS)

2.1 Classifying assistants

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.

With the exception of Grade 1A, grading 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.

Upon engagement, an Employer will inform a school assistant of the classification grade and the rate of pay applying to that classification.

2.2 Grade 1

Positions
Positions for which qualifications are not required:
- teacher aide
- library assistant
- laboratory assistant
- audio-visual assistant

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.

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

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)
- accessioning and cataloguing
- 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

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.
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

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

2.3 Grade 1A

Characteristics
It is characteristic of this classification that the school assistant may be required to undertake a relevant post-secondary course of study.

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

2.4 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.

Positions
- library technician
- laboratory technician
- audio-visual technician

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.

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:
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
- accessioning and cataloguing
- descriptive cataloguing for print resources and audio-visual material
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

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

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

2.5 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.

Positions

- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- senior audio-visual technician
- audio-visual coordinator
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, 1A or 2.

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

Senior library technician/librarian
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

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
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

2.6 Grade 4

Characteristics and duties as for Grade 3, but must be directly supervising at least two full-time staff or at least three staff if any are part-time.
St Margaret's School Enterprise Agreement 2014 - 2017

SCHEDULE 3 – SALARIES
(SCHOOL ASSISTANTS)

3.1 Annual Salary

A Full-time School Assistant is entitled to be paid not less than the following annual salary relevant to the School Assistant’s classification. The annual salary specified in this Schedule excludes annual leave loading.

<table>
<thead>
<tr>
<th>School Assistants: Annual Salary</th>
<th>Effective from the first pay period commencing on or after 1 January</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2014 $</td>
</tr>
<tr>
<td>In receipt of 4 weeks annual leave</td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>37,896</td>
</tr>
<tr>
<td>In second year of experience</td>
<td>36,777</td>
</tr>
<tr>
<td>In third year of experience</td>
<td>39,736</td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>40,638</td>
</tr>
<tr>
<td>In fifth year and thereafter</td>
<td>41,625</td>
</tr>
<tr>
<td><strong>Grade 1A</strong></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>42,830</td>
</tr>
<tr>
<td>In second year and thereafter</td>
<td>43,863</td>
</tr>
<tr>
<td><strong>Grade 2</strong></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>43,863</td>
</tr>
<tr>
<td>In second year of experience</td>
<td>44,608</td>
</tr>
<tr>
<td>In third year of experience</td>
<td>45,550</td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>47,714</td>
</tr>
<tr>
<td>In fifth year of experience</td>
<td>47,966</td>
</tr>
<tr>
<td>In sixth year and thereafter</td>
<td>48,219</td>
</tr>
</tbody>
</table>
## 3.2 Weekly Salary

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

### 3.3 Casual Rates

3.3.1 A Casual School Assistant is entitled to the hourly rate of pay appropriate for the class of work performed plus a loading of 25 per cent.

3.3.2 The 25 per cent 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 leave (including paid sick leave and paid carer’s leave), paid compassionate leave and paid parental allowance.

### 3.4 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 weekly salary is calculated using the following formula:

\[ \text{Total hours employed per week} \times \text{appropriate full-time weekly salary} \]
3.5 Incremental advancement

3.5.1 Advancement to the next increment within the appropriate Grade will take place on 1 January of each year. A School Assistant employed for 50 per cent or less of full-time working hours will be required to complete 24 months service before advancement.

3.5.2 Service for the purposes of this clause will include all service in any other school at the grade to which the School Assistant is appointed.

3.6 Junior Salary

A Full-time junior School Assistant is entitled to be paid not less than the following percentage of the full-time salary for the position and years of experience, classified in accordance with Schedule 2 of this Agreement.

<table>
<thead>
<tr>
<th>Junior Employees</th>
<th>Percentage of Adult Rate at Level 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>50</td>
</tr>
<tr>
<td>17 years of age</td>
<td>60</td>
</tr>
<tr>
<td>18 years of age</td>
<td>70</td>
</tr>
<tr>
<td>19 years of age</td>
<td>80</td>
</tr>
<tr>
<td>20 years of age</td>
<td>90</td>
</tr>
</tbody>
</table>
SCHEDULE 4 - CLASSIFICATION STRUCTURE (CLERICAL/ADMINISTRATIVE EMPLOYEES)

4.1 Classifying positions

The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the principal functions of the position required to be exercised by the Clerical/Administrative Employee (‘the C/A Employee’), as determined by the Employer.

Upon commencement of employment, the Employer will advise the C/A Employee in writing of the classification level of the C/A Employee’s position of employment and of any change to the C/A Employee’s classification level.

4.2 Level 1

General work description
The C/A Employee undertakes a variety of routine duties largely of a clerical and administrative nature. In the first year of service, the C/A Employee applies knowledge and skills to a limited range of tasks. With experience, the C/A Employee applies knowledge and skills to a wider range of tasks and is responsible for assuring the quality of the C/A Employee’s work.

Qualifications
The C/A Employee is not required to have a formal qualification. As the Employer provides relevant on-the-job training, this position does not require specific skills, prior experience or prior training.

Supervision
(a) The C/A Employee receives direct supervision, which includes working with established routines and using defined and predictable methods and procedures. The work performed is regularly checked.

(b) With experience, the C/A Employee is required to perform a wider range of functions under direct supervision. The C/A Employee receives specific direction on what is required and how the duties are to be performed, which leads to routine direction, as knowledge is gained of the required tasks and procedures. The C/A Employee is subject to regular monitoring and progress checks. The C/A Employee, after gaining experience, may exercise some degree of autonomy and discretion.

(c) The C/A Employee is not required to supervise other Employees.

Work requirements
As a general guide, work requirements at this level may include but are not limited to:
- undertaking routine reception duties, including screening visitors, arranging interviews/meetings, making appointments, maintaining diary records and communicating information in accordance with policies and procedures;
- undertaking basic clerical and keyboard duties;
- providing general administrative support, including the preparation of documents, obtaining data from given sources and receiving/recording enrolment data;
- maintaining, entering and retrieving data, including financial data, from the computer system and preparing standard reports from databases;
- maintaining basic written records, including filing;
counting, receipting and recording monies and preparing banking documentation.

4.3 Level 2

General work description
The C/A Employee may be required to perform a wide range of functions under routine direction, which will lessen over time. The C/A Employee, after gaining experience, will exercise some degree of autonomy and discretion.

Qualifications
The C/A Employee is 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.

Supervision
(a) The C/A Employee receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach. The C/A Employee is normally subject to progress checks usually confined to the unusual or difficult aspects of the work and has work reviewed upon completion. The C/A Employee has the technical knowledge and/or experience to perform the standard duties, usually without technical instruction.

(b) Although the C/A Employee is routinely supervised, the C/A Employee operates with a fair degree of autonomy and may be required to supervise Level 1 C/A Employees (or equivalent). The C/A Employee is responsible for assuring the quality of the C/A Employee’s work and may have some responsibility for assuring the quality of work of other Employees under the C/A Employee’s supervision.

Work requirements
As a general guide, work requirements at this level may include but are not limited to:
• the work requirements of Level 1, which are performed with a higher level of autonomy and responsibility and a lower level of supervision;
• providing general administrative support, including the preparation of non-standard documents, obtaining data from a range of sources and processing student admissions, registrations, enrolments and transfers;
• maintaining, entering and retrieving data, including financial data, from the computer system and preparing a range of reports, including non-standard reports, from databases;
• providing data and document production services;
• liaising with and providing general information about the School’s operations to parents, students and Employees, in accordance with policies and procedures.

4.4 Level 3

General work description
The C/A Employee is required to exercise significant initiative and discretion and is required to demonstrate expertise. The C/A Employee is required to accept personal responsibility significantly beyond that of a Level 2 C/A Employee.
Qualifications
The C/A Employee, in addition to the knowledge and skills required at Level 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.

Supervision
The C/A Employee receives general direction, usually covering only the broader technical aspects of the work and works with little direct supervision. The C/A Employee may be subject to progress checks to ensure that satisfactory progress is being made. The C/A Employee may be responsible to a supervisor and may be required to supervise Level 1 and 2 C/A Employees (or equivalent).

Work requirements
As a general guide, work requirements at this level may include but are not limited to:

- providing clerical, keyboard and office management support, as required by the Principal or Principal’s delegate/s;
- in consultation with the Principal or the Principal’s delegate/s, managing work priorities, taking into account the overall workload of the functional area;
- maintaining and updating office systems and administrative records;
- maintaining the School’s financial records and providing routine financial reports;
- assisting in the preparation of the School budget through the collection and ordering of relevant financial data;
- ensuring receipts and payments are properly recorded and reconciled against bank statements and administering School banking;
- conducting control checks on accounts processed and ensuring that required accountability standards are met.

4.5 Level 4

General work description
The C/A Employee, in addition to the knowledge and skills required at Level 3, would be required to directly supervise other Employees in a large reasonably autonomous unit within, or across, the workplace. The C/A Employee, under general direction, assists with the coordination of School services, such as financial services.

Alternatively, the C/A Employee may be in a support role to a senior administrator, and would generally be required to manage a specific support function or assist the senior administrator in the management of support functions. The C/A Employee may be required to supervise staff delivering a single support function.

Qualifications
The C/A Employee, in addition to the knowledge and skills required at Level 3, is required to undertake duties requiring additional experience or knowledge either as a result of qualifications or experience or both.

Supervision
(a) The C/A Employee receives limited direction, such as instruction in the form of the required objectives, and has work measured in terms of the achievement of stated objectives. The C/A Employee is competent and experienced in a technical sense and requires little guidance during the performance of work. The C/A Employee is required to use initiative, exercise discretion and perform work to a high level.
St Margaret's School Enterprise Agreement 2014 - 2017

(b) The C/A Employee would normally be responsible to the Principal or Principal's delegate and would be required to supervise Level 1 to 3 Employees (or equivalent). The Employee is responsible for the allocation of work, coordinating workflow, checking the progress of work, the quality of work and problem-solving.

Work requirements
As a general guide, work requirements at this level may include but are not limited to:
- coordinating the delivery of administrative services within the School;
- in consultation with the Principal or the Principal's delegate/s, determining and managing work priorities of the School office;
- developing and implementing strategies to ensure effective administration procedures;
- managing the School's records system, including computerised student, Employee and School records;
- managing the School's financial records and preparing financial reports;
- preparing financial documentation and data for budget preparation;
- reconciling School expenditure against budget, including advising Employees with budget responsibilities on expenditure against budget;
- managing School payroll, together with maintaining Employee records;
- researching, preparing and presenting reports and data.

4.6 Level 5

General work description
The C/A Employee, under general direction, has responsibility for the supervision and coordination of finance and other administration services within the School, or manages a specific function, with the appropriate level of responsibility and accountability.

In general, tasks are well-defined and supported by policies and systems, with scope to identify a problem, recommend or instigate changes to work practices, determine the strategic option or solution to a problem and provide significant input into developing and changing School policy.

The C/A Employee is responsible for:
- day-to-day management and supervision of staff within the work area;
- providing key support and timely advice to the Principal, Principal's delegate/s or governing body;
- effective liaison on behalf of the School, including with the School community, government departments/agencies and service providers;
- developing procedures/guidelines relating to School operations;
- establishing work practices for support staff;
- providing advice and counselling to subordinate staff on matters such as professional development, work performance and related matters;
- meeting specific operational objectives;
- providing authoritative policy advice on the School's operations.

Qualifications
The C/A Employee requires knowledge of the operations of the work area and the operative procedures and guidelines. The C/A Employee has the skills required to do the job either as a result of qualifications or experience or both.
Supervision
Work is performed with clearly established objectives, strategies and guidelines with some scope to determine operational strategies subject to monitoring and intervention by the Principal or the Principal’s delegate.

Work requirements
As a general guide, work requirements at this level may include but are not limited to:
• in consultation with the Principal or Principal’s delegate, determining and managing the work priorities of administrative support Employees;
• providing a range of administrative support services, as determined by the Principal or the Principal’s delegate/s;
• managing the School’s administrative support systems, including computer systems and student, Employee and School records;
• managing and directing the preparation of budgets and financial statements and contributing to the School’s financial decision-making processes;
• coordinating the accounting processes of the School and ensuring that all funds, including investments, are effectively accounted for according to School policy and directives;
• managing School fundraising activities.

4.7 Level 6
General work description
The C/A Employee coordinates support services within, or across, a School. The C/A Employee is required to develop and coordinate strategies across a range of functional areas that impact upon the administration of the School and the achievement of the School’s objectives.

The C/A Employee is responsible for:
• managing and supervising administrative support staff within the School;
• providing key support and timely advice to the Principal and governing body;
• effective liaison on behalf of the Principal and the governing body, including with the School community, government departments/ agencies and service providers;
• providing the Principal and the Principal’s delegate/s with regular progress reports;
• providing advice that contributes significantly to School operations;
• leading and supervising other support staff;
• contributing significantly to the development and delivery of professional development for Employees.

Qualifications
The C/A Employee requires specialist, professional and/or technical knowledge, understanding and expertise related to the tasks of the work area. The C/A Employee has the skills required to do the job either as a result of qualifications or experience or both.

Supervision
The C/A Employee is provided with some direction on targets and goals by the Principal or Principal’s delegate. The C/A Employee will have some latitude in determining how the targets and goals are achieved, which would generally be limited by standard procedures and policies. The Principal or Principal’s delegate may intervene in relation to the determination of priorities, deadlines and operating strategies.
Work requirements
As a general guide, work requirements at this level may include but are not limited to:
- ensuring the provision of a range of administrative support functions, as determined by the Principal or the Principal’s delegate/s;
- developing and preparing submissions on behalf of the Principal, the Principal’s delegate/s or the School’s governing body;
- directing the accounting processes of the School and ensuring that all funds, including investments, are effectively accounted for according to requirements;
- administering School income, including government grants;
- drafting reports and making recommendations on operational issues to the Principal, the Principal’s delegate/s or the School’s governing body.
St Margaret's School Enterprise Agreement 2014 - 2017

SCHEDULE 5 – SALARIES
(CLERICAL/ADMINISTRATIVE EMPLOYEES)

5.1 Annual Salary

A Full-time Clerical/Administrative Employee (‘the C/A Employee’) is entitled to be paid not less than the following annual salary relevant to the C/A Employee’s classification. The annual salary specified in this Schedule excludes annual leave loading.

<table>
<thead>
<tr>
<th>Level</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1 – 1st Year</td>
<td>38,874</td>
<td>40,818</td>
<td>42,247</td>
<td>43,725</td>
</tr>
<tr>
<td>1 – 2nd Year</td>
<td>42,854</td>
<td>44,997</td>
<td>46,572</td>
<td>48,202</td>
</tr>
<tr>
<td>2</td>
<td>46,868</td>
<td>49,211</td>
<td>50,933</td>
<td>52,716</td>
</tr>
<tr>
<td>3</td>
<td>49,525</td>
<td>52,002</td>
<td>53,822</td>
<td>55,708</td>
</tr>
<tr>
<td>4</td>
<td>54,743</td>
<td>57,480</td>
<td>59,492</td>
<td>61,574</td>
</tr>
<tr>
<td>5</td>
<td>62,102</td>
<td>65,207</td>
<td>67,489</td>
<td>69,851</td>
</tr>
<tr>
<td>6</td>
<td>67,453</td>
<td>70,825</td>
<td>73,304</td>
<td>75,870</td>
</tr>
</tbody>
</table>

5.2 Weekly Salary

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

5.3 Part-time Salary

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

5.4 Casual Rate of Pay

A Casual C/A 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 per cent.

5.5 Junior Salary

A Full-time junior C/A Employee classified at Level 1 or Level 2 pursuant to Schedule 4, is entitled to be paid not less than the following percentage of the full-time salary relevant to the C/A Employee’s classification.

<table>
<thead>
<tr>
<th>Junior Employees</th>
<th>Percentage of Adult Rate at Level 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>50</td>
</tr>
<tr>
<td>17 years of age</td>
<td>60</td>
</tr>
<tr>
<td>18 years of age</td>
<td>70</td>
</tr>
<tr>
<td>19 years of age</td>
<td>80</td>
</tr>
<tr>
<td>20 years of age</td>
<td>90</td>
</tr>
</tbody>
</table>
SCHEDULE 6 - CLASSIFICATION STRUCTURE
(EARLY LEARNING CENTRE CO-EDUCATORS)

6 Classification Levels

6.1 ELC Co-educator

6.1.1 Level 1

To have a comprehensive knowledge of the Early Years Learning Framework for Australia, the National Quality Framework, the International Baccalaureate Primary Years Programme, Children’s Services Regulations and Act and successor legislation, and adhere to requirements at all times.

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 wellbeing of children; and
- To assist in observing children’s needs and interests, and to contribute to planning.

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.
6.1.2 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.

6.1.3 Level 3

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 organised.
- 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.

6.1.4 Level 4

Under limited supervision, to undertake all tasks of preceding levels as required plus:

- 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.
- To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

6.1.5 Level 5

Under occasional supervision, to undertake all tasks of preceding levels as required plus:

- Undertake written observations of children as required.
- Liaise, under direction with parents around issues concerning their individual children and general kindergarten matters as required.
- To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

6.1.6 Level 6

Under occasional supervision, to undertake all tasks of preceding levels as required plus:

- Undertake detailed written observations of children as required.
- Use observations and records to actively assist in the development and implementation of aspects of the program as required.
- To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.
6.2 Progression from one level to the next within a classification is subject to a childcare worker meeting the following criteria:
• competency at the existing level;
• 12 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.

6.2.1 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 12 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.

6.2.2 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 sch.6.2.1 above, any increase in wage rates will be back paid to the 12 month anniversary date of the previous incremental progression.

6.2.3 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 12 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 7 – SALARIES
(EARLY LEARNING CENTRE CO-EDUCATORS)

7.1 Annual Salary

A Full-time ELC Co-educator is entitled to be paid not less than the following annual salary relevant to the ELC Co-educator's classification. The annual salary specified in this Schedule excludes annual leave loading.

<table>
<thead>
<tr>
<th>ELC Co-educator</th>
<th>2014 $</th>
<th>2015 $</th>
<th>2016 $</th>
<th>2017 $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>40,304</td>
<td>42,319</td>
<td>43,800</td>
<td>45,333</td>
</tr>
<tr>
<td>Level 2</td>
<td>41,178</td>
<td>43,235</td>
<td>44,748</td>
<td>46,314</td>
</tr>
<tr>
<td>Level 3</td>
<td>42,047</td>
<td>44,149</td>
<td>45,694</td>
<td>47,294</td>
</tr>
<tr>
<td>Level 4</td>
<td>42,841</td>
<td>44,983</td>
<td>46,557</td>
<td>48,187</td>
</tr>
<tr>
<td>Level 5</td>
<td>43,638</td>
<td>45,820</td>
<td>47,424</td>
<td>49,083</td>
</tr>
<tr>
<td>Level 6</td>
<td>44,610</td>
<td>46,736</td>
<td>48,371</td>
<td>50,084</td>
</tr>
</tbody>
</table>

7.2 Weekly Salary

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

7.3 Part-time Salary

A Part-time ELC Co-educator is paid for all ordinary hours worked at the basic periodic rate of pay that a full-time ELC Co-educator at the same classification level would be paid.

7.4 Casual Rate of Pay

A Casual ELC Co-educator is paid for all hours worked at the rate of pay that a Full-time ELC Co-educator at the same classification level would be paid, plus an additional loading of 25 per cent.

7.5 Junior Rates of Pay

A Full-time junior ELC Co-educator shall not be paid less than the basic periodic rate of pay specified in the table below:

<table>
<thead>
<tr>
<th>Junior Employees</th>
<th>Percentage of Adult Rate at Level 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>50</td>
</tr>
<tr>
<td>17 years of age</td>
<td>60</td>
</tr>
<tr>
<td>18 years of age</td>
<td>70</td>
</tr>
<tr>
<td>19 years of age</td>
<td>80</td>
</tr>
<tr>
<td>20 years of age</td>
<td>90</td>
</tr>
</tbody>
</table>
A Part-time junior ELC Co-educator shall be paid for all ordinary hours worked at the Basic Periodic Rate of Pay that a Full-time junior ELC Co-educator at the same age would be paid.

A Casual junior ELC Co-educator shall be paid for all hours worked at the rate of pay that a Full-time junior ELC Co-educator at the same age would be paid, plus an additional loading of 25 per cent.

7.6 Additional Hours

All work completed outside the ordinary spread of hours set out in cl. 59 of this agreement will be paid at the rate of time and a half for the first two hours and double time thereafter.

For the purpose of computing additional hours, each day's work is stand alone.

Payment for additional hours will not be made where an ELC Co-educator has not obtained prior approval from the Director of Early Learning Centre, Business Manager or Principal.
8.1 Classification definitions

8.1.1 Grounds and Maintenance Employee Level 1

A G/M Employee at this level undertakes one or more of the following duties:

(a) Works under direct supervision;
(b) Gardening duties including the planting and trimming of trees, sowing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns, and displays;
(c) Removes cuttings, rakes leaves, cleans drains and culverts;
(d) Performs routine maintenance of turf, synthetic, artificial and other play surfaces;
(e) Performs non-trade tasks incidental to his or her work;
(f) Performs minor building repair work (excluding electrical and plumbing).

8.1.2 Grounds and Maintenance Employee Level 2

A G/M Employee at this level undertakes one or more of the following duties:

(a) Operates, maintains and adjusts machinery under general supervision;
(b) Cleans machinery and inspects machinery after each use under general supervision;
(c) Applies fertilisers, fungicides, herbicides and insecticides under general supervision;
(d) 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;
(e) Removes cuttings, rakes leaves, cleans drains and culverts;
(f) Performs routine maintenance of turf, synthetic, artificial and other play surfaces;
(g) Performs tasks incidental to his or her work;
(h) Performs minor building repair work (excluding electrical and plumbing).

8.1.3 Tradesperson

A G/M 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 the G/M Employee's work):

(a) Operates, maintains and adjusts machinery as appropriate;
(b) Cleans machinery and inspects machinery after each use, reporting any problems to the Management G/M Employee;
(c) Applies fertilisers, fungicides, herbicides and insecticides as directed by a Management G/M Employee;
(d) Prepares turf, synthetic, artificial and other surfaces for play;
(e) Repair and minor renovation work involving carpentry and/or painting and/or welding;
(f) Formation and maintenance of all gardens, lawns and greens;
(g) The planting, maintenance and care of trees.
8.1.4 Management Employee Level 1

A G/M Employee appointed to this level reports directly to either the Business Manager or Operations Manager, as designated, or a Management G/M Employee Level 2, as appropriate, and undertakes three or more of the following duties:

(a) Responsible for supervision of all staff involved in daily maintenance;
(b) Responsible for planning, scheduling and supervision of all aspects of maintenance;
(c) Supervises and participates in the operation and maintenance of equipment;
(d) Instructs operators in the safe and efficient operation of all equipment;
(g) Undertakes the duties of the Management Employee Level 2 in his or her absence.

8.1.5 Management Employee Level 2

A G/M Employee appointed to this level reports directly to the Business Manager or Operations Manager and undertakes three or more of the following duties:

(a) Responsible for implementation all major projects for the facility;
(b) Responsible for the development of an annual work program for all outdoor staff that incorporates both further development and continued maintenance;
(c) Responsible for supervision of all outdoor staff;
(d) Responsible for the operation and maintenance of all equipment and security;
(e) Responsible for all Occupational Health and Safety management in Outdoor areas;
(f) Responsible for purchasing within the limits imposed by the Employer and the definition of the budget;
(g) Responsible for ensuring that all administrative systems are complied with by the staff under his or her direction;
(h) Responsible for all contractors.

8.2.1 Apprentices

(a) This clause shall apply to apprentices.

(b) An apprentice is an Employee who is engaged under a Training Contract registered by the relevant State Training Authority, where the qualification outcome specified in the Training Agreement is a relevant qualification from a Training Package endorsed by the National Training Quality Council, or successor organisation.

(c) For the purpose of this subclause a `relevant qualification' is a qualification:
   (i) from a National Training Package that covers occupations or work which are covered by this award, or is a qualification from an enterprise Training Package listed in this award; and
   (ii) at Australian Qualifications Framework Certificate Level III or greater, except where the qualification can normally be completed through a Training Agreement of a duration of two years or less (note: such qualifications would generally be covered by traineeship provisions).

(d) An apprentice shall also include an Employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State Training Authority.
9.1 Annual Salary

A full-time G/A Employee is entitled to be paid not less than the following annual salary relevant to the C/A Employee's classification. The annual salary specified in this Schedule excludes annual leave loading.

<table>
<thead>
<tr>
<th>Grounds and Maintenance Employees: Annual Salary</th>
<th>2014 $</th>
<th>2015 $</th>
<th>2016 $</th>
<th>2017 $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grounds and Maintenance Employee Level 1</td>
<td>40,329</td>
<td>42,346</td>
<td>43,828</td>
<td>45,362</td>
</tr>
<tr>
<td>Grounds and Maintenance Employee Level 2</td>
<td>43,347</td>
<td>45,514</td>
<td>47,107</td>
<td>48,756</td>
</tr>
<tr>
<td>Tradesperson</td>
<td>51,399</td>
<td>53,969</td>
<td>55,858</td>
<td>57,813</td>
</tr>
<tr>
<td>Management Employee Level 1</td>
<td>53,741</td>
<td>56,429</td>
<td>58,404</td>
<td>60,448</td>
</tr>
<tr>
<td>Management Employee Level 2</td>
<td>59,903</td>
<td>62,898</td>
<td>65,099</td>
<td>67,378</td>
</tr>
</tbody>
</table>

9.2 Weekly Salary

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

9.3 Part-time Salary

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

9.4 Casual Rate of Pay

A Casual G/M 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 per cent.

9.5 Weekend Work

9.5.1 Saturday work

A G/M Employee who works on a Saturday whether in excess of 38 hours a week or part of the G/M Employee's ordinary hours will be paid at the rate of time and a half for the first two hours and double time thereafter.

9.5.2 Sunday work

A G/M Employee who works on a Sunday will be paid at the rate of double time, with a minimum payment for four hours work.
9.6 Overtime

9.6.1 All time worked in excess of 38 hours a week or outside the spread of hours set out in cl.64 of this Agreement or in excess of eight hours per day will be paid for at the rate of time and a half for the first two hours and double time after the first two hours.

9.6.2 Except as provided in sch.9.3, in computing overtime each day’s work will stand alone.

9.6.3 (a) When overtime work is necessary it will, wherever reasonably practicable, be arranged so that a G/M Employee has at least ten consecutive hours off duty between the work of successive days.

(b) Where a G/M Employee (other than a Casual G/M Employee) works so much overtime that there is less than ten hours between finishing overtime from one day and the commencement of the G/M Employee’s ordinary work on the next day, the G/M Employee will be released, subject to sch.9.6.3(c) until the G/M Employee has had at least ten consecutive hours off without loss of pay for ordinary working time occurring during such absence.

(c) If, on the instructions of the Employer, such a G/M Employee resumes work or continues work without having had such ten consecutive hours off duty, then the G/M Employee will be paid at double rates until the G/M Employee is released from duty for such period and the G/M Employee can then be absent until the G/M Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

9.6.4 When a G/M Employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available the Employer will provide the G/M Employee with transportation to his or her home.

9.7 Junior Salary

A Full-time junior G/M Employee classified at Level 1 or Level 2 pursuant to Schedule 8, is entitled to be paid not less than the following percentage of the full-time salary relevant to the G/M Employee’s classification.

<table>
<thead>
<tr>
<th>Junior Employees</th>
<th>Percentage of Adult Rate at Level 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>50</td>
</tr>
<tr>
<td>17 years of age</td>
<td>60</td>
</tr>
<tr>
<td>18 years of age</td>
<td>70</td>
</tr>
<tr>
<td>19 years of age</td>
<td>80</td>
</tr>
<tr>
<td>20 years of age</td>
<td>90</td>
</tr>
</tbody>
</table>
SCHEDULE 10 – CLASSIFICATION STRUCTURE
(INFORMATION TECHNOLOGY EMPLOYEES)

10.1 Level 1 – Computer Technician

General work description
The Computer Resources Technician is a member of the Computing Department team, involved in the effective operation of the Department's support services. The Computing Department maintains the School Local Area Network and associated classroom computing equipment, and provides administration and support for the School's laptop computing program. The School's network supports classroom computing, Library information resources and the School administration.

Qualifications
The IT Employee is not required to have a formal qualification. This position does require specific skills, prior experience or prior training.

Supervision
The Computer Technician reports to the ICT Systems Manager and has the following responsibilities:

Work requirements
The Computer Technician has the following responsibilities:

- Repairs to student-owned and staff-used laptop computers.
- On-site repairs to hardware and software faults on laptops, desktops, printers and other computer equipment as necessary (excluding items which are maintained under a maintenance agreement).
- Organisation of off-site repairs to hardware and equipment where needed.
- Installation of hardware components and software applications where necessary.
- Development of preventative and maintenance procedures.
- Liaison with the suppliers of laptop computing equipment where necessary.
- Assisting teachers, students and administrative and auxiliary staff with their computing needs.
- Keeping the asset register of computing equipment up-to-date.
- Assisting staff with multimedia equipment.
- Other duties as directed by the Business Manager or the ICT Systems Manager.

10.2 Level 2 – ICT Systems Manager

General work description
The ICT Systems Manager is a member of the Computing Department team, working for the effective operation of the Department's support services. The Computing Department maintains the School Local Area Network and associated classroom computing equipment, and provides administration and support for the School's laptop computing program. The School's network supports classroom computing, Library information resources and the School administration.

Qualifications
The IT Employee is required to have a formal qualification. In addition, this position may also require specific skills, prior experience or prior training.
Supervision
The ICT Systems Manager reports directly to the Business Manager and works closely with the Computer Technician.

Work requirements
The ICT Systems Manager has the following duties:

- Administration of educational and administrative networks.
- Regular maintenance of networking equipment.
- On-site repairs to faults to network hardware and software (where appropriate).
- Installation of networking hardware components and software applications.
- Liaison with the networking specialists.
- Assistance with repairs to student-owned laptop computers.
- Assistance of teachers and administrative staff with all computing needs.
- Other tasks as assigned by the Business Manager or the Principal.
11.1 Annual Salary

A Full-time IT Employee is entitled to be paid not less than the following annual salary relevant to the IT Employee’s classification. The annual salary specified in this Schedule excludes annual leave loading.

<table>
<thead>
<tr>
<th>Information Technology Employees: Annual Salary</th>
<th>2014 $</th>
<th>2015 $</th>
<th>2016 $</th>
<th>2017 $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>58,559</td>
<td>59,387</td>
<td>61,465</td>
<td>63,616</td>
</tr>
<tr>
<td>Level 2</td>
<td>81,976</td>
<td>86,075</td>
<td>89,087</td>
<td>92,205</td>
</tr>
</tbody>
</table>

11.2 Weekly Salary

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

11.3 Part-time Salary

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

11.4 Casual Rate of Pay

A Casual IT 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 per cent.

11.5 Junior Salary

A Full-time junior IT Employee classified at Level 1 or Level 2 pursuant to Schedule 10, is entitled to be paid not less than the following percentage of the full-time salary relevant to the IT Employee’s classification.

<table>
<thead>
<tr>
<th>Junior Employees</th>
<th>Percentage of Adult Rate at Level 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>50</td>
</tr>
<tr>
<td>17 years of age</td>
<td>60</td>
</tr>
<tr>
<td>18 years of age</td>
<td>70</td>
</tr>
<tr>
<td>19 years of age</td>
<td>80</td>
</tr>
<tr>
<td>20 years of age</td>
<td>90</td>
</tr>
</tbody>
</table>
12.1 Level 1 – Canteen Assistant

General work description
Canteen Assistants work on a casual basis during school terms. The purpose of the canteen assistant is to heat food and serve the students, guests and staff, contributing to the smooth overall running of the catering operation with a focus on a high level of service.

12.2 Level 2 – Canteen Supervisor

General work description
Canteen Supervisors work during school terms, overseeing activities in the school canteen. Duties include but are not limited to, cooking, a high level of service for the students, staff and guests, working with the Canteen Assistants and confirming quantities for stock orders, pricing and daily banking.

12.3 Level 3 – Catering/Functions Coordinator

General work description
The Catering/Functions Coordinator works during school terms and is responsible for overseeing the safe and efficient operations of the canteens across both school campuses, the associated administrative duties and catering for school functions. Duties include but are not limited to, cooking, working in the school canteens closely with the Canteen Supervisor and Assistants with a focus on a high level of service and ensuring compliance with relevant government regulations.
11.1 Annual Salary

A Full-time Canteen Employee is entitled to be paid not less than the following annual salary relevant to the Canteen Employee’s classification. The annual salary specified in this Schedule excludes annual leave loading.

<table>
<thead>
<tr>
<th>Canteen Employees: Annual Salary</th>
<th>Effective from the first pay period commencing on or after 1 January</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level</td>
<td>2014 $</td>
</tr>
<tr>
<td>Level 1</td>
<td>37,366</td>
</tr>
<tr>
<td>Level 2</td>
<td>38,509</td>
</tr>
<tr>
<td>Level 3</td>
<td>41,927</td>
</tr>
</tbody>
</table>

13.2 Weekly Salary

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

13.3 Part-time Salary

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

13.4 Casual Rate of Pay

A Casual Canteen 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 per cent.

13.5 Junior Salary

A Full-time junior Canteen Employee classified at Level 1 or Level 2 pursuant to Schedule 12, is entitled to be paid not less than the following percentage of the full-time salary relevant to the Canteen Employee’s classification.

<table>
<thead>
<tr>
<th>Junior Employees</th>
<th>Percentage of Adult Rate at Level 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>50</td>
</tr>
<tr>
<td>17 years of age</td>
<td>60</td>
</tr>
<tr>
<td>18 years of age</td>
<td>70</td>
</tr>
<tr>
<td>19 years of age</td>
<td>80</td>
</tr>
<tr>
<td>20 years of age</td>
<td>90</td>
</tr>
</tbody>
</table>
3 September 2014

Commissioner Wilson
Fair Work Commission

Dear Commissioner

Further to your Preliminary Findings issued on 2 September 2014 in relation to the application for approval of the St Margaret’s Enterprise Agreement 2014 – 2017 (the Agreement), the School makes an undertaking that cl.7 of the Agreement will operate and apply in relation to any dispute relating to a matter about the National Employment Standards, as well as any dispute that may arise out of the Agreement.

Yours sincerely

Brian (Doug) Bailey
Principal