



## DECISION

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

**Highview Christian Community College Limited T/A Highview College**  
(AG2017/5979)

### **HIGHVIEW COLLEGE ENTERPRISE AGREEMENT 2018 - 2021**

Educational services

COMMISSIONER JOHNS

SYDNEY, 15 MAY 2018

*Application for approval of the Highview College Enterprise Agreement 2018 - 2021.*

[1] An application has been made for approval of an enterprise agreement known as the *Highview College Enterprise Agreement 2018 - 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Highview Christian Community College Limited T/A Highview College. The Agreement is a single enterprise agreement.

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

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 May 2018. The nominal expiry date of the Agreement is 31 December 2021.



COMMISSIONER

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**Annexure A**

Thursday 30 November 2017

To Whom It May Concern,

**Highview College Enterprise Agreement 2018-2021 (Agreement)**

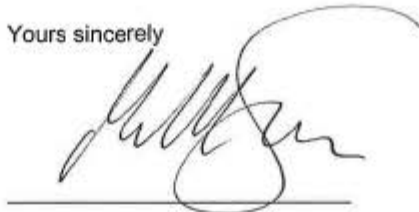
Highview College (Employer) undertakes that from the operative date of the Agreement, until 31 March 2018:

- the full day rate for a casual Teacher will not be less than \$321
- the half day rate for a casual Teacher will not be less than \$161.

The Employer confirms that it has sought the views of the bargaining representatives for the Agreement.

The Employer confirms that the specification of the rates of pay in Schedule B.6.1 for 1 Oct 2017 was an error.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Melinda Scash', written over a horizontal line.

Melinda Scash  
Principal

# Highview College Enterprise Agreement 2018 - 2021

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

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## Part 1—Application and Operation

### 1. Title

This Agreement is to be known as the *Highview College Enterprise Agreement 2018 – 2021* (the 'Agreement') and is a Single Enterprise Agreement made pursuant to s.172 (2) of the *Fair Work Act 2009* (Cth.) (the Act).

### 2. Commencement and period of operation

- 2.1 Where the Agreement passes the Better Off Overall Test (BOOT), the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.
- 2.2 The nominal expiry date of the Agreement is 31 December 2021.

### 3. Definitions and interpretation

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Agreement	means the <i>Highview College Enterprise Agreement 2018 – 2021</i>
Award(s)	means the <i>Educational Services (Teachers) Award 2010</i> and the <i>Educational Services (Schools) General Staff Award 2010</i> or their successors
Classroom support services	means a General Staff Employee whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students
Curriculum/resources services	means a General Staff Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre
Employee	means a person covered by this Agreement
Employer	means Highview College ABN 24 006 194 369
FWC	means the Fair Work Commission or its successor
General Staff Employee	means an Employee other than a Teacher who is covered by this Agreement.
	means

<p>Immediate family</p>	<ul style="list-style-type: none"> <li>• spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or difference sexes); and</li> <li>• child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee</li> </ul>
<p>LSL Act</p>	<p>means the <i>Long Service Leave Act 1992 (Vic)</i> or its successor</p>
<p>NES</p>	<p>means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009 (Cth)</i></p>
<p>Non-term week</p>	<p>means weeks in the school year other than term weeks and include periods designated as school holidays for students. Non-term weeks will not be less than those gazetted for Victorian Government schools.</p>
<p>Permission to Teach Teacher</p>	<p>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 <i>Education and Training Reform Act 2006 (Vic.)</i> 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</p>
<p>Principal</p>	<p>means the Principal of Highview College or his or her nominee</p>
<p>Registered Medical Practitioner</p>	<p>means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.</p>
<p>School administration services</p>	<p>means a General Staff Employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management</p>

<p>School operational services</p>	<p>means a General Staff Employee whose principal duties are to support the other services of a school, including but not limited to:</p> <ul style="list-style-type: none"> <li>i. construction, plumbing, carpentry, painting and other trades;</li> <li>ii. cleaning, maintenance, school facility management;</li> <li>iii. security, caretaking;</li> <li>iv. gardening, turf management, farming;</li> <li>v. retailing—canteens, uniform shops, book shops;</li> <li>vi. cooking/catering, housekeeping, laundry; and</li> <li>vii. bus driving and vehicle maintenance.</li> </ul>
<p>School year</p>	<p>means the period of 12 months commencing from the day the Employees are required to attend the school for the new educational year or the calendar year, as determined by the school, and includes term weeks and non-term weeks</p>
<p>Standard rate</p>	<p>means the annual salary applicable to Level 3.1 for a General Staff Employee, or Level 1 for a Teacher.</p>
<p>Teacher</p>	<p>means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach. This definition includes a qualified Teacher librarian and a Permission to Teach Teacher, but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.</p>
<p>Term weeks</p>	<p>means the weeks in the school year that students are required to attend school as set out in the school calendar of each school</p>
<p>Victorian Institute of Teaching</p>	<p>means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic.)</p>
<p>WIRC Act</p>	<p>means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor(s)</p>
<p>Wellbeing services</p>	<p>means a General Staff Employee whose principal duties are to support the health and wellbeing of students, and Employees, where appropriate. This may include home/school liaison, counsellors and therapists.</p>



## **4. Coverage**

4.1 This Agreement covers:

- (a) the Employer;
- (b) Teachers;
- (c) Classroom support services employees;
- (d) Curriculum/resources services employees;
- (e) School administration services employees;
- (f) School operational services employees; and
- (g) Wellbeing services employees.

4.2 This Agreement does not cover:

- (a) the Principal;
- (b) a Deputy Principal by whatever name called; or
- (c) a Bursar or Business Manager by whatever name called.

## **5. Relationship to Awards**

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

## **6. No extra claims**

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

## **7. The National Employment Standards**

7.1 The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled to. This Agreement may provide ancillary or supplementary terms in respect of the NES.

7.2 This Agreement provides industry and enterprise specific detail where it deals with a matter provided for in the NES.

## **8. Agreement flexibility**

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

- (a) the agreement deals with one or more of the following matters:

- (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 8.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under s.172 of the Act; and
  - (b) are not unlawful terms under s.194 of the Act; and
  - (c) result in the Employee being better off overall than the employee would be if no arrangement was made.
- 8.3** The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Employer and Employee; and
  - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of the 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
  - (e) states the day on which the arrangement commences.
- 8.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5** The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Employer and Employee agree in writing — at any time.

## **9. Consultation regarding major workplace change**

**9.1** This clause applies if the Employer:

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

### Major change

**9.2** For a major change referred to in cl.9.1(a):

- (a)** the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b)** cl.9.3 to 9.9 apply.

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

**9.4** If:

- (a)** a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b)** the Employee or Employees advise the Employer of the identity of the representative;  
the Employer must recognise the representative.

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

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

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

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

- 9.8** If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 9.2(a) and clauses 9.3 and 9.5 are taken not to apply.
- 9.9** In this clause, a major change is ***likely to have a significant effect on employees*** if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- 9.10** For a change referred to in cl.9.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
  - (b) cl.9.11 to 9.15 apply.
- 9.11** The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.
- 9.12** If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the Representative;  
the Employer must recognise the Representative.
- 9.13** The Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant Employees:
    - (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 9.14** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.15** The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 9.16** For the purposes of cll.9.11 to 9.15, the Employer's educational timetable in respect of academic classes and student activities, which:
- (a)** may operate on a term, semester or a School Year basis, and
  - (b)** ordinarily changes between one period of operation and the next, and
  - (c)** may change during the period of operation, is not a regular roster.
- 9.17** However, where a change to the School's educational timetable directly results in a change:
- (a)** to the number of ordinary hours of work of an Employee, or
  - (b)** to the spread of hours over which the Employee's ordinary hours are required to be worked, or
  - (c)** to the days over which the Employee is required to work, cll.9.11 to 9.15 will apply.

In this clause:

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

## **10. Dispute resolution**

**10.1** If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

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

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

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

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

- (a)** FWC will first attempt to resolve the dispute using one of more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and

- (b)** if FWC is unable to resolve the dispute at the first stage, FWC may then:
  - (i)** arbitrate the dispute; and
  - (ii)** make a determination that is binding on the parties.

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

**10.6** In limiting the operation of cl.10.5 hereof, if the dispute is about any matter not related to the NES, or in relation to a dispute about whether an employer had reasonable business grounds under ss.65(5) or 76(4), both parties will need to consent prior to arbitration proceeding.

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

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

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

## **Part 2—Conditions for all Employees**

### **11. Remuneration packaging**

- 11.1** Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.
- 11.2** Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary written agreement varying the Employee's components of their salary.

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

- 12.1** An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period.
- 12.2** If the Employer is to terminate the employment of an Employee during the six month minimum employment period, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time.
- 12.3** If the Employer is to terminate the employment of an Employee within the six month minimum employment period, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

<b>Employee</b>	<b>Period of Notice</b>
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Teachers	7 term weeks
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General Staff	1 week
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- 12.4** 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 same notice required of the Employer in cl.12.3 above.

### **13. Annual leave**

- 13.1** Annual leave is provided for in the NES. This clause supplements the NES provisions.
- 13.2** Clauses 41 and 42 provide further details on conditions related to annual leave entitlements for Teachers.
- 13.3** Clause 49 provides further details on conditions related to annual leave for General Staff.
- 13.4** **Timing of annual leave**

- (a) A Teacher must take annual leave during non-term weeks. Leave must generally be taken in the four-week period immediately following the final term week of the current school or preschool year, unless otherwise agreed with the Employer
- (b) The Employer may require a General Staff Employee to take their annual leave during non-term weeks.

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

- (a) The Employer may allow a General Staff Employee to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the General Staff Employee subsequently leaves, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the General Staff Employee upon termination of employment.
- (b) An Employee may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by the Employer

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

- 14.1** Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 14.2** An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- 14.3** For a full-time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.
- 14.4** Personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 14.5** Paid personal leave is taken due to a personal illness or injury.
- 14.6** Paid carer's leave is taken to provide care or support to a member of the Employee's immediate family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 14.7** Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 14.8** A casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.



## **14.9 Notice and evidentiary requirements**

- (a) An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- (b) An Employee is entitled to personal/carer's leave provided that:

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

## **15. Compassionate leave**

- 15.1** Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 15.2** An Employee may take three (3) days' paid leave per occasion when a member of the Employee's Immediate family or household dies. An Employee may take two (2) days' paid leave when a member of the Employee's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
- 15.3** Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
- 15.4** The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

## **16. Community service leave**

- 16.1** Community service leave is as provided by the NES except where this Agreement provides ancillary or supplementary terms.
- 16.2** An Employee is entitled to be absent from employment to engage in an eligible community service activity (including jury service).

**16.3** The definitions, entitlements and notice and evidence requirements applying to eligible community service activities are prescribed by the NES.

**16.4 Payment for jury service**

(a) An Employee, including a casual Employee, is entitled to payment at their ordinary rate of pay for an absence due to jury service. The Employee will be paid for all days of jury service at their ordinary rate of pay provided that prior to proceeding on community service leave the Employee signs a permitted deductions form allowing the Employer to deduct from a subsequent salary payment(s) the amount of jury service pay paid to the employee.

(b) In this clause ordinary rate of pay means the amount the employee would reasonably expect to have received from the employer as earnings for that period had he or she not been performing jury service.

**17. Public holidays**

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

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

A General Staff Employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Employer and the Employee have agreed to the Employee taking a day off instead of payment in which case the Employee will be paid at the ordinary time rate for work on the public holiday.

**17.3 Substitution of public holidays**

The Employer may substitute a public holiday or part holiday for another day or part day to be taken during term weeks in the school year.

**18. Long service leave**

**18.1** Long service leave is provided for in the NES. This clause supplements the NES provisions.

**18.2** An Employee is entitled to thirteen (13) weeks upon the completion of ten (10) years of continuous employment. An Employee is entitled to an additional six and a half (6.5) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.

**18.3** An Employee may take pro rata long service leave after the completion of seven (7) years of continuous employment. This will equate to a pro rata entitlement to 9.1 weeks of long service leave.

**18.4** Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment. However, accrued long service leave is not required to be paid in lieu if a Teacher's employment is terminated after seven years of continuous employment for reasons of serious misconduct. 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 ordinary rate of pay.

### **Varied fractions of employment**

#### **Teachers – service prior to 1 February 1997**

- 18.5** For a Teacher whose service has all been in a part-time capacity, salary when proceeding on long service leave will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current rate of pay.
- 18.6** For a Teacher whose full-time service falls last, any leave from the full-time credit will be taken at the full-time rate of pay of the current salary, and leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours.
- 18.7** For a Teacher whose part-time service falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment.
- 18.8** If a Teacher can show that the Teacher's average weekly hours over the whole of the Teacher's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

#### **Teachers – service from 1 February 1997**

Teachers whose time fraction has varied during service are paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the time fractions over the period of eligible service.

**18.9** **Employees previously engaged under the *Victorian Independent Schools – Clerical/Administrative Employees – Award 2004***

Employees previously engaged under the *Victorian Independent Schools – Clerical/Administrative Employees – Award 2004* whose time fraction has varied during service are paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the time fractions over the period of eligible service.

**18.10** **All other employees**

Employees previously engaged under the *Victorian Independent Schools – School Assistants – Award 1998* will be governed by the LSL Act.

**18.11** **Illness during long service leave**

An employee may access their accrued personal leave whilst on long service leave. An employer may require an employee who claims sick leave whilst on

long service leave to be examined by a legally qualified medical practitioner who is reasonably accessible to the employee.

**18.12 Timing and taking of long service leave**

- (a) The timing of taking of long service leave will be negotiated between the Employer and the Employee for mutual advantage but will ordinarily be taken within twelve months of the entitlement falling due following ten years of employment.
- (b) In consultation about the timing of such leave, the Employer agrees to take into account the individual Employee's needs, in so far as they are compatible with the Employer's operational needs.

**18.13** The period of long service leave will usually not be for less than a full term (for Employees who work term weeks only). In special circumstances, an application for a shorter period of long service leave will be granted at the discretion of the Employer.

**18.14** Where an Employee has not accrued sufficient leave to cover a full term the Employer may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Employer, and no less than 5 weeks paid long service leave will be required to be taken.

**19. Parental leave**

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

**19.2** An Employee who is entitled to parental leave pursuant to the NES may access a period of 12 months unpaid parental leave in relation to the birth or adoption of a child.

**19.3 Variation of period of parental leave**

- (a) Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Employer and the Employee.
- (b) Subject to the relevant provisions of the NES, where an Employee has commenced a period of parental leave that is less than 52 weeks, the Employee:
  - (i) may extend the period of parental leave (up to 52 weeks) once by giving the Employer at least four (4) weeks written notice before the end of the original leave stating the period by which the leave is extended; and
  - (ii) may further extend the period of parental leave by agreement with the Employer.

**19.4** Where an Employee elects to take a period of parental leave greater than 52 weeks but less than 104 weeks and wishes to extend this period up to a maximum of 104 weeks the Employer requires the Employee to notify of his/her intention to extend the period of parental leave at least four (4) weeks prior to the expiration of the initial period leave.

**19.5** A period of unpaid parental leave does not break the Employee's continuity of employment but it does not count as employment or service.

## **20. Paid parental leave**

### **20.1 Application**

- (a)** This clause does not apply to a casual or fixed-term Employee.
- (b)** This clause applies to a full-time or part-time Employee who is entitled to unpaid parental leave in accordance with the NES and clause 19- Parental Leave.
- (c)** From the commencement of the 2018 School Year, a period of paid birth-related or adoption-related leave, will count as a period of service under this Agreement.
- (d)** The payments in cl.20.2 and 20.3:
  - (i)** are not payable during a period of paid leave; and
  - (ii)** are payable from the commencement date of the period of parental leave; and
  - (iii)** are paid at the Employee's ordinary rate of pay;
  - (iv)** are payable to only one Employee, where the Employer employs both parents of the child.

### **20.2 Birth-related leave**

- (a)** An Employee, who has completed at least 12 months' continuous service with the Employer as at the date or expected date of birth of the Employee's child, will be entitled to 12 weeks of leave with pay to be responsible for the care of the child.
- (b)** If the Employee takes less than 12 weeks of leave with pay, the Employee will be paid for the period of leave taken.
- (c)** The period of leave with pay comprises paid birth-related leave and annual leave that accrues during the birth-related leave.
- (d)** An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.

### **20.3 Adoption-related leave**

- (a) An Employee, who has completed at least 12 months' continuous service with the Employer as at the date or the expected date of placement of a child with the Employee, will be entitled to 12 weeks of leave with pay for weeks to be responsible for the care of the child.
- (b) If the Employee takes less than 12 weeks of leave with pay, the Employee will be paid for the period of leave taken.
- (c) The period of leave with pay comprises paid birth-related leave and annual leave that accrues during the adoption-related leave.
- (d) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the adoption or birth of a second or subsequent child.

#### **20.4 Partner leave**

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

#### **21. Leave without pay**

An Employee may apply for leave without pay which may be granted at the discretion of the Employer. Entitlements under this Agreement do not accrue during any period of leave without pay which exceeds two weeks in any school year.

#### **22. Examination leave**

An Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study. An approved relevant course of study is one approved at the Principals discretion prior to the employee commencing the course, and is relevant to the College's operational requirements and needs.

#### **23. 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. An approved relevant course of study is one approved at the Principal's discretion and is relevant to the College's operational requirements and needs

#### **24. Study leave**

An Employee will be granted up to three (3) days paid, non-cumulative leave per year for the purpose of studying an approved relevant course of study. An approved relevant course of study is one approved at the Principals discretion

prior to the employee commencing the course, and is relevant to the College's operational requirements and needs. The timing and taking of the leave will be agreed between the Employer and the Employee.

## **25. Discretionary leave**

**25.1** An Employee is entitled to request discretionary leave, which will be debited against the Employee's accrued personal/carer's leave entitlement under clause 14.

**25.2** The quantum of discretionary leave that may be requested is as follows:

- (a) A full-time employee may request up to two (2) days per School Year; or
- (b) A part-time employee may request up to the pro rata amount in cl.25.2(a) according to their time fraction, per School Year.

**25.3** An Employee may request discretionary leave for any of the following reasons:

- (a) to attend the funeral of a person who is not a member of the Employees Immediate Family or household;
- (b) to attend a significant event (e.g wedding)
- (c) to attend to a matter of urgent pressing necessity or obligation;
- (d) to appear before a court or tribunal;
- (e) to observe religious days;
- (f) for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander; or
- (g) other reasons, as agreed to by the Employer.

**25.4** An Employee must:

- (a) request discretionary leave in writing and provide the reason for requesting the leave
- (b) make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and
- (c) take discretionary leave as a full day or as a half day.

**25.5** Discretionary leave may be approved at the complete discretion of the Principal or their delegate.

**25.6** The entitlement to discretionary leave that can be accessed per year is not cumulative.

## **26. Family/Domestic Violence Leave**

## Definition

- 26.1** For the purpose of this clause, family violence is defined by the *Family Violence Protection Act 2008* (Vic) (the Act). Under this Act, the definition of family violence is behaviour by a person towards a family member of that person if that behaviour:
- (a) is abusive (physical, sexual, emotional or psychological, or economic), threatening, coercive or in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
  - (b) causes a child to hear or witness, or to otherwise be exposed to the effects of behaviour described above.

## Leave entitlement

- 26.2** A full-time employee subject to family violence is entitled to three (3) days per year of paid family violence leave for the purpose of:
- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
  - (b) relocation or making other safety arrangements; or
  - (c) other activities reasonably associated with the experience of family violence.
- 26.3** Family violence leave may be taken as consecutive or single days, including half days.
- 26.4** The entitlement to paid family violence leave in cl.26.2 is not cumulative.
- 26.5** A part-time employee is entitled to the pro rata amount of family violence leave in cl.26.2 according to their time fraction.

## Notice and Evidentiary Requirements

- 26.6** The employee shall give notice to the Principal as soon as reasonably practicable of the employee's request to take family violence leave.
- 26.7** The employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 26.2. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the employee may provide a statutory declaration.



**26.8** The employer will not place the documentary evidence provided under clause 26.7 on the employee’s file, unless expressly permitted by the employee. Instead, the employer may place a note on the employee’s file confirming:

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

**26.9** Personal information provided by the employee to the employer concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary, such as for operational or safety reasons.

**27. Withholding of monies**

If an Employee fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the Employee on termination under this Agreement, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

**28. Redundancy**

**28.1** The amount of redundancy pay equals the total amount payable to the Employee for the redundancy pay period worked out using the following table at the Employee’s base rate of pay for the employee’s ordinary hours of work:

<b>Period of Continuous Service</b>	<b>Redundancy Pay</b>
At least 1 year but less than 2 years	4 weeks’ pay
At least 2 years but less than 3 years	6 weeks’ pay
At least 3 years but less than 4 years	7 weeks’ pay
At least 4 years but less than 5 years	8 weeks’ pay
At least 5 years but less than 6 years	10 weeks’ pay
At least 6 years but less than 7 years	11 weeks’ pay
At least 7 years but less than 8 years	13 weeks’ pay
At least 8 years but less than 9 years	14 weeks’ pay
At least 9 years	16 weeks’ pay

**28.2 Transfer to lower paid duties**

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

### **28.3 Employee leaving during notice period**

An Employee given notice of termination in circumstances of redundancy may terminate their employment during their period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **28.4 Job search entitlement**

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of their notice period for the purpose of seeking other employment.
- (b) At the request of the Employer, the Employee must produce proof of attendance at an interview.
- (c) This entitlement applies instead of cll.43.4 and 51.3

### **28.5 Termination of employment for Teachers**

Where the Employee's employment is terminated on the grounds of redundancy, the Employee will be entitled only to the greater of:

- (a) notice of termination under cl.43, or
- (b) notice of termination and severance payments under cl.26.1.

### **28.6 Part-time Teachers**

If a part-time Teacher's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of this clause.

## **29. Performance and conduct management**

This clause will not apply within the minimum employment period or to a casual Employee.

### **29.1 Performance Management**

Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in cll.29.2 and 2793. However, the Employer will not be required to commence a performance management procedure where the Employee's performance renders the procedure inappropriate.

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

- (a) the Employer's concerns with the Employee's performance;
- (b) the time, date and place of the first formal meeting to discuss the Employee's performance;
- (c) the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance;

- (d) an estimated time frame of the process; and
- (e) the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.

**29.3** Formal performance management meetings will:

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

**29.4** If, following the procedure in cl.29.2 and 29.3 the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

### **29.5 Conduct Management**

Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in cl.29.6 and 29.7.

**29.6** The Employer will advise the Employee in writing of:

- (a) the Employer's concern with the Employee's conduct;
- (b) the time, date and place of the meeting to discuss the Employee's conduct;
- (c) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct; and
- (d) the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.

**29.7** The formal conduct management meeting(s) will:

- (a) include discussion of the Employer's concern with the Employee's conduct; and
- (b) give the Employee an opportunity to respond to the Employer's concerns unless the Employer could not reasonably have been expected to provide the Employee with that opportunity.

**29.8** The Employer reserves the right to vary the procedure in cl.29.6 and 29.7 where it is possible that the Employee is guilty of serious misconduct.

**29.9** Concerns with an Employee's conduct may be resolved by:

- (a) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
- (b) issuing the Employee with a warning or a final warning in writing;
- (c) terminating the employment of the Employee in accordance with the relevant notice provision; and
- (d) other action, appropriate to the situation.

#### **29.10 Suspension**

Notwithstanding any of the provisions in this Agreement, the College may suspend an employee with pay while considering any matter which in the view of the school could lead to the teacher's summary dismissal.

#### **30. Payment of wages**

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

#### **31. Superannuation**

The Employer will make superannuation contributions in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating Employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to the Victorian Independent Schools Superannuation Fund (VISSF).

#### **32. Accident pay**

**32.1** Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the WIRC Act, the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of 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.

**32.2** If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then:

- (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
  - (i) annual leave; or
  - (ii) paid personal/carer's leave.

**32.3** Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the WIRC Act, and where the Employee is entitled to annual leave at the part-time rate of pay, the Employee will remain entitled to be paid the weekly compensation payments in accordance with the WIRC Act.

**33. Union training leave**

One union representative will be entitled to one day paid leave per year to attend an approved IEU training course.

**34. Reimbursement of approved expenses**

The Employer will reimburse an employee's approved expenses incurred in the course of their employment. An employee must have the expense approved by the College prior to its outlay to ensure that the expense is approved.

**35. Induction Program**

All new Employees engaged after the commencement of this Agreement will take part in an induction program.

**36. Consultative Committee**

The College shall have a Consultative Committee. Details of the Consultative Committee will be set out in policy, but is not incorporated into this Agreement..

## **Part 3—Conditions for Teachers**

### **37. Types of employment**

a) Teachers will be employed in one of the following categories:

- i) full-time employment;
- ii) part-time employment;
- iii) casual employment; or
- iv) fixed-term employment

#### **b) Terms of engagement**

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

#### **c) Full-time employment**

A full-time Teacher is engaged to work an average of 38 ordinary hours per week, averaged over a 12 month period.

#### **d) Part-time employment**

- i) A part-time Teacher is engaged to work up to 90% of the hours of a full-time Teacher in the College.
- ii) Where the Employer requires a Teacher to work more than 90%, the Teacher will be considered full-time and remunerated accordingly.
- iii) Where the Teacher requests to work more than 90%, the Teacher will be considered part-time and paid for the actual hours worked.
- iv) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the school, children's service or early childhood education service.

- v) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.
- vi) The Employer may vary the hours where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer by providing seven weeks' notice in writing in the case of a school Teacher, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven weeks in the case of a school Teacher.
- vii) If a voluntary meeting is being held on a day a part-time Teacher does not ordinarily work, the part-time Teacher can choose whether or not they attend the meeting, however they will not be paid for doing so. If a compulsory meeting is scheduled on a day that a part-time Teacher does not ordinarily work, and if they are able to attend the meeting, they will be paid for the hours they attended the meeting.

**e) Casual employment**

- i) Casual employment means employment on a day-to-day basis for a period of not more than one school term.
- ii) A casual engagement may be extended by agreement between the Employer and the casual Teacher.
- iii) The rates of pay for a casual Teacher are contained in Sch.B.67.
- iv) A casual Teacher is not entitled to any of the following benefits under this Agreement:
  - notice of termination of employment;
  - redundancy;
  - remuneration packaging;
  - annual leave;
  - family violence leave
  - discretionary leave
  - leave loading;
  - public holidays ;
  - paid personal/carer's leave;
  - paid compassionate leave;
  - paid parental leave; and
  - pro rata payment of salary inclusive of annual leave.

**f) Fixed term employment**

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

- i) undertake a specified project for which funding has been made available;
- ii) undertake a specified task which has a limited period of operation; or
- iii) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by a further period to cover the absence.

## **38. Ordinary hours of work**

- 38.1** This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 38.2** The ordinary hours of a Teacher may be averaged over a 12 month period.
- 38.3** The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend during school holiday periods when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- 38.4** The following circumstances are not included when calculating attendance days:
- (a) co-curricular activities that are conducted on a weekend;
  - (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
  - (c) when the Teacher appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position; and
  - (d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which a Teacher may be recalled to perform duties relating to their position.
- 38.5** The Employer will provide written notice of the term weeks and days in non-term times on which the Teachers are required to attend, six months in advance of the requirement to attend.
- 38.6** The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the school year or a proportion of the school year. The Teacher's absence from school during non-term weeks is deemed to include their entitlement to annual leave.



## **39. Directed Hours**

- 39.1** A full-time Teacher's directed duties will be no more than 26 hours per week. A part-time Teacher's directed duties will be no more than the pro rata amount of 26 hours per week, based on the part-time Teacher's employment fraction.
- 39.2** Teachers' directed duties will be set out in policy, but will not be incorporated into this Agreement.

## **40. Breaks**

A Teacher will be entitled to an unpaid meal break of 30 consecutive minutes, which commences no later than five hours after commencing work. Where a Teacher is undertaking lunchtime yard duty, all reasonable steps will be made to give the Teacher a meal break of 30 consecutive minutes, but where this is not possible a meal break will be not less than 20 consecutive minutes.

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

- 41.1** This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.

### **41.2 Termination of employment**

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

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

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

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

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

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

- (ii) at the end of the last school term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that school year.

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

#### 41.5 Calculation of payments

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

- P is the payment due
- s is the total salary paid in respect of weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.
- b is the number of weeks, or part thereof in the school year that Teachers are required to attend
- c is the number of weeks, or part thereof, in the school year that Teachers are not required to attend
- d is the salary paid in respect of weeks (or part thereof) in the school year the Teacher is not required to attend, that have occurred since the school service date or date of employment in circumstances where the Teacher commenced employment after the school service date.

#### 41.6 For the purpose of this clause:

- (a) **school service date** means the date from which Teachers are paid at the commencement of the school year in their first year of service with the Employer; and
- (b) **Teacher** means a Teacher other than a casual Teacher.

41.7 The formula in clause 41.5 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the school-in which the formula is applied.

### 42. Annual leave loading

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

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

- (a) to the Teacher with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year; or
- (b) on the termination of employment by either party.

**42.3** Leave loading is to be calculated using the following formula:

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

## **43. Termination of employment**

**43.1** Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES.

### **43.2 Notice of termination by Employer**

Subject to cl.26.5, the employment of a Teacher (other than a casual Teacher) will not be terminated without at least seven term weeks' notice (inclusive of the notice required under the NES), the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal seven.

### **43.3 Notice of termination by Teacher**

The notice of termination required to be given by a Teacher is the same as that required of an Employer.

### **43.4 Job search entitlement**

Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

### **43.5 Statement of service**

Upon the termination of employment of an Employee (other than a casual Employee) the Employer will provide upon the request of the Employee, a statement of service setting out the commencement and cessation dates of employment.

## **44. Return to School**

Teachers (other than Teachers that hold a position of responsibility) that are returning to work following the Term 4 break, and who were employed at Highview College the preceding year, will not be required until after 26 January.

## **Part 4—Conditions for General Staff**

### **45. Types of employment**

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

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

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

### **45.3 Full-time employment**

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 7—Ordinary hours of work.

### **45.4 Part-time employment**

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the time fraction and the number of weeks of the school year the Employee will work.
- (e) The terms of the agreement in clause 45.4(d) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

### **45.5 Casual employment**

- (a) A casual Employee is an Employee engaged as such.
- (b) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.
- (c) A casual Employee is not entitled to any of the following benefits under this Agreement:
  - (i) notice of termination of employment;

- (ii) redundancy;
- (iii) remuneration packaging;
- (iv) annual leave;
- (v) leave loading;
- (vi) public holidays (but is entitled to penalty loading for work performed on a public holiday) ;
- (vii) paid personal leave;
- (viii) paid compassionate leave; and
- (ix) paid parental leave.

## **46. Reclassification of a General Staff Employee**

- 46.1** If a General Staff Employee believes the nature of their job has changed to such an extent as to warrant a reclassification, the General Staff Employee shall apply to the Principal in writing with supporting evidence.
- 46.2** The Principal shall notify the General Staff Employee of the outcome of the application, in writing, within 3 weeks of receiving the application.
- 46.3** If the application for reclassification is rejected, the Principal shall provide written reasons for the decision.
- 46.4** If a dispute arises as to the appropriate classification level, cl.10 shall apply.

## **47. Ordinary hours of work**

- 47.1** Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with cl.45.
- 47.2** The ordinary hours of work may be averaged over a period of a fortnight or four weeks. The exceptions to this are a curriculum/resources services Employee employed in outdoor education; and a school administration services Employee engaged in marketing the school, whose hours of work may be averaged over a period of up to 12 months.
- 47.3** The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:
  - (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:
    - (i) Classroom support services;
    - (ii) Curriculum/education resources;
    - (iii) Wellbeing services;

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

Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

**47.4** An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.

- (a) Where the Employee's hours are averaged:
- (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 47.3, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
  - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (b) Where the Employee's hours are not averaged:
- (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 47.3, and do not result in the Employee working more than eight hours on that day; and

- (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) A casual employee will be engaged and paid a minimum of two hours for each engagement. However, where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (d) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

#### **47.5 Breaks between periods of duty**

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in clauses 47.5(a) and (b) do not apply to:
  - (i) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
  - (ii) an Employee who is attending a school camp or excursion;
  - (iii) an Employee working a broken shift; or
  - (iv) an Employee residing in the immediate vicinity of the Employer's premises who receives an oncall allowance and who has been recalled for less than 2 hours.

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

#### **48.1 Arrangements**

An Employee may be required to take leave without pay during non-term weeks, provided that:

- (a) the Employee's contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (c) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment (whether on a full-time, part-time or casual basis). The Employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship;

- (d) appropriate work will mean such work as is available that is capable of being performed by the Employee. Remuneration for such work will be at the rate of pay applicable to the work being performed; and
- (e) an Employee engaged for a full School year will be paid for a minimum of 40 working weeks, plus four weeks annual leave. An Employee who works only part of a School year will be paid a proportion thereof.

**48.2** Calculating annual salary for an Employee on leave without pay during non-term weeks

- (a) The formula in this subclause may be used to calculate an annual salary for an Employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.
- (b) The adjusted annual salary for an employee is:

$$A = C \times \frac{\text{working weeks} + 4 \text{ weeks annual leave}}{52.18}$$

Where:

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

**C** means the annual salary (as contained in Sch.E.1.1.1) for the Employee's classification

**Working weeks** means the number of weeks that the Employee is required to work. For an Employee working a full School year, this figure will not be less than 40.

- (c) For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- (d) An Employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.
- (e) Where a person employed as at the date of making this Agreement is not employed on a contract which allows for leave without pay during non-term weeks, that Employee will not be required to take such leave or have their contract of employment changed as a result of this Agreement coming into operation.
- (f) The making of this Agreement is not intended to prevent other arrangements for staff who are not required to work during non-term weeks to be agreed between the employer and majority of employees in a school.

**49. Annual leave**

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



**49.2** The Employer may require an Employee to take their annual leave during non-term weeks.

**49.3 Annual leave loading**

(a) During a period of annual leave, an Employee is entitled to receive a loading calculated on the rate of wage prescribed in Schedule A of this Agreement. Annual leave loading is payable on leave accrued on the following bases:

(i) Employees who would have worked on day work only had they not been on leave - 17.5% of their ordinary rate of pay.

(ii) Employees who would have worked on shiftwork had they not been on leave - 17.5% of their ordinary rate of pay or the applicable shift loading, whichever is the greater.

(b) The Employer will pay annual leave loading in respect of the school year:

(i) to the Employee with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year; or

(ii) on the termination of employment by either party.

**50. Higher duties**

**50.1** The Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification in an appointed acting capacity.

**50.2** Where the Employee performs such duties in an acting capacity for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

**51. Termination of employment**

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

**51.2 Amount of notice or payment in lieu of notice**

Period	Employee's period of continuous service with the employer at the end of the day the notice is given	Period
1	Not more than 1 year	1 week
2	More than 1 year but not more than 3 years	2 weeks
3	More than 3 years but not more than 5 years	3 weeks
4	More than 5 years	4 weeks

**51.3** The amounts in cl. 51.2 are increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.

**51.4 Notice of termination by an Employee**

The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

**51.5 Job search entitlement**

Where an Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

**52. Breaks**

**52.1 Meal break**

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

**52.2 Rest break**

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

(b) Notwithstanding 52.2(a), a Classroom support services Employee is entitled to one rest break of 20 minutes, which will be counted as time worked.

**53. Shiftwork**

**53.1 Ordinary hours for shiftwork**

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with clause 53.4.

**53.2 Definitions**

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in cl.47.3;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in cl.47.3; and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

### **53.3 Broken shifts**

- (a) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

### **53.4 Rostering**

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with cl.54 - Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (d) Notwithstanding clause 53.4(c) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

## **54. Penalty rates**

### **54.1 Shiftwork**

- (a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- (b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

### **54.2 Saturday and Sunday work**

- (a) An Employee other than an Employee covered by cl.54.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
  - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
  - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a school operational services Employee in the cooking/catering group, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

**54.3** The penalty rates within this clause and in cl.55 are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

## **55. Overtime**

### **55.1 Overtime rates**

- (a) An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

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

- (b) Overtime will be calculated daily.

**55.2 Time off instead of overtime payment**

- (a) The Employer and an Employee may agree that an Employee will be provided with time off instead of being paid overtime.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

**55.3 Make-up time**

An Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided for.

**Signatories Page**

**EMPLOYER REPRESENTATIVE**

Highview College  
ABN 24 006 194 369

Signed:



Date:

30 / 11 / 2017

Name in full (printed):

MELINDA SCASH

Position title:

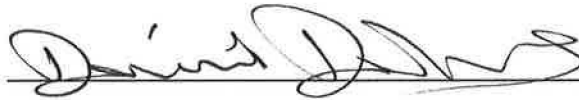
PRINCIPAL

Authority to sign explained: Authorised representative of the Employer

Address:

21 Kars St, Maryborough VIC 3465

Witnessed by:



Witness name in full:

DAVID KEITH DELVES

Witness address:

21 Kars St, Maryborough VIC 3465

**EMPLOYEE REPRESENTATIVE**

Signed:



Date:

30.11.17

Name in full (printed):

Karen Elizabeth Crutchfield

Address:

21 Kars St, Maryborough VIC 3465

Authority to sign explained: Employee covered by agreement

Witnessed by:



Witness name in full:

DAVID KEITH DELVES

Witness address:

21 Kars St, Maryborough VIC 3465

## Schedule A – Teacher Classifications

### A.1 Duties of Teacher

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities. It is also an expectation of a Teacher that they participate in at least one activity outside the academic program throughout the year.

### A.2 Recognition of previous service

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

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

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

### A.3 Evidence of qualifications

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

### A.4 Progression

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

**Schedule B — Teacher Salaries**

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

	<b>1 Oct 2017</b>	<b>1 Apr 2018</b>	<b>1 Oct 2018</b>	<b>1 Apr 2019</b>	<b>1 Oct 2019</b>	<b>1 Apr 2020</b>	<b>1 Oct 2020</b>	<b>1 Apr 2021</b>	<b>1 Oct 2021</b>
<b>Level</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>1</b>	64,108	66,396	67,558	68,571	69,771	70,818	72,057	73,138	74,418
<b>2</b>	65,935	68,846	70,051	71,102	72,346	73,431	74,716	75,837	77,164
<b>3</b>	69,747	71,387	72,636	73,726	75,016	76,141	77,474	78,636	80,012
<b>4</b>	71,735	74,020	75,315	76,445	77,783	78,950	80,331	81,536	82,963
<b>5</b>	73,775	76,753	78,096	79,268	80,655	81,865	83,297	84,547	86,026
<b>6</b>	75,882	79,584	80,977	82,191	83,630	84,884	86,370	87,665	89,199
<b>7</b>	78,044	82,521	83,965	85,225	86,716	88,017	89,557	90,900	92,491
<b>8</b>	80,853	85,566	87,063	88,369	89,916	91,265	92,862	94,255	95,904
<b>9</b>	83,362	88,724	90,277	91,631	93,234	94,633	96,289	97,733	99,444
<b>10</b>	85,945	91,998	93,608	95,012	96,675	98,125	99,842	101,340	103,113
<b>11</b>	94,564	99,518	101,260	102,778	104,577	106,146	108,003	109,623	111,542

**B.2** The rates of pay contained in Sch.B.1 are payable on the first full pay period after the commencement of each School Year.

**B.3** The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

**B.4 Annual Leave Loading**

The annual salary in B.1 does not include annual leave loading.

**B.5 Part-time Teacher**

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of clause 37.



**B.6 Casual Teacher**

**B.6.1** The salary payable to a casual Teacher will be:

	<b>1 Oct 2017</b>	<b>1 Apr 2018</b>	<b>1 Oct 2018</b>	<b>1 Apr 2019</b>	<b>1 Oct 2019</b>	<b>1 Apr 2020</b>	<b>1 Oct 2020</b>	<b>1 Apr 2021</b>	<b>1 Oct 2021</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Full day</b>	304.84	353.03	359.21	364.40	370.98	376.54	383.13	388.88	395.68
<b>Half day</b>	152.42	176.51	179.60	182.20	185.49	188.27	191.57	194.44	197.84

**B.6.2** Provided that a casual Teacher in a school will be paid for a minimum of half a day; where a day is the usual required attendance time for an Teacher at that school and a half day is half the usual required attendance time.

## Schedule C — Teacher Allowances

### C.1 Leadership allowance

#### C.1.1 Eligibility

- (a) A leadership 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 by the Employer.
- (b) An allowance is linked to a position of leadership rather than tied to an individual Teacher.
- (c) All positions of leadership/responsibility will be advertised.
- (d) The Principal of the school determines who holds a position that is eligible for a leadership allowance.

#### C.1.2 Notification

- (a) The Principal will provide written advice to a Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.
- (b) The Principal will advise the Teacher of the level to which the position equates.

#### C.1.3 Level of responsibility

The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows:

Pastoral Care	Responsibility for the management, discipline and pastoral care of a year level
Area Head	A position of leadership that involves the management of one large area of study, eg mathematics, science, English or a number of smaller areas of study
Subject Coordinator	A position of leadership that involves one small area within the school

- C.1.4 The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised, whether, administrative, pastoral care or educational leadership, with Level 1 being the most significant level of responsibility.

#### C.1.5 Amount

- (a) The following allowances apply per annum:

	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Category</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Pastoral Care	7,148	7,780	8,091	8,415	8,752
Area Head	5,015	5,216	5,424	5,641	5,867
Subject Coordinator	2,508	2,608	2,713	2,821	2,934

**(b)** Where the position of leadership is shared, the payments may also be shared.

**C.2 Vehicle allowance**

**C.2.1** A Teacher required by the Employer to use the Teacher’s motor vehicle in the performance of duties must be paid the following allowances:

**(a)** Motor car

\$0.78 per kilometre with a maximum payment up to 400 kilometres per week.

**(b)** Motorcycle

\$0.26 per kilometre with a maximum payment up to 400 kilometres per week.

**C.2.2** The Employer must pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle which is used by a Teacher in the performance of the Teacher’s duties.

## Schedule D — General Staff Classifications

### D.1 Definitions

#### D.1.1 Definition 1: Supervision

**Close supervision:** clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

**Routine supervision:** direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

**General direction:** direction is provided on the assignments to be undertaken, with the Employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.

**Broad direction:** direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. Performance will be measured against objectives.

#### D.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

**(a) Year 12**

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

**(b) Trade certificate**

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

**(c) Post-trade certificate**

A course of study over and above a trade certificate and less than a Certificate IV.

**(d) Certificates I and II**

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

**(e) Certificate III**

A course that provides a range of well-developed skills and is comparable to a trade certificate.

**(f) Certificate IV**

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

**(g) Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

**(h) Advanced diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

**(i) Degree**

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

**(j) Postgraduate degree**

A recognised postgraduate degree, over and above a degree as defined above.

NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

**D.1.3 Definition 3: Classification dimensions**

**(a) Competency**

The skill, complexity and responsibility of tasks typically required at each classification level.

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

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

**(c) Level of supervision**

This dimension covers both the way in which Employees are supervised or managed and the role of Employees in supervising or managing others.

**(d) Training level or qualifications**

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

**(e) Occupational equivalent**

Examples of occupations typically falling within each classification level.

**(f) Typical activities**

Examples of activities typically undertaken by Employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

## **D.2 Classifications**

### **D.2.1 Level 1**

An Employee at this level will learn and gain competency in the basic skills required by the Employer. In the event that the increased skills/competency are required and utilised by the Employer, classification to a higher level within the structure may be possible.

**(a) Competency**

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

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

The Employee follows standard procedures in a predefined order. The Employee resolves problems where alternatives for the Employee are limited and the required action is clear or can be readily referred to a more senior Employee.

**(c) Level of supervision**

Close supervision or, in the case of more experienced Employees working alone, routine supervision.

**(d) Training level or qualifications**

An Employee is not required to have formal qualifications or work experience upon engagement. An Employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the Employees with whom the Employee will be working.

**(e) Typical activities**

**(i) Classroom support services grade 1**

- Providing general assistance of a supportive nature to Teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general Employee or a Teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
- Assisting Teachers with the care of students on school excursions, sports days and other classroom activities
- *Occupational equivalent:* Teacher aide/assistant, integration aide/assistant

**(ii) School administration services grade 1**

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering
- *Occupational equivalent:* clerical assistant, data entry operator, front desk/reception assistant

**(iii) School operational services grade 1**

- Performing general labouring tasks

- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the Employee's work
- Performing general laundry duties
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- *Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

### **D.2.2 Level 2**

An Employee at this level performs work above and beyond the skills of an Employee at Level 1.



**(a) Competency**

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

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

- (i) Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- (ii) An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

**(c) Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where Employees are working alone, less direct guidance and some autonomy may be involved.

**(d) Training level or qualifications**

Level 2 duties typically require:

- (i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- (ii) completion of Year 12 without work experience;
- (iii) completion of Certificates I or II with work related experience; or
- (iv) an equivalent combination of experience and training.

**(e) Typical activities**

**(i) Classroom support services grade 2**

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- *Occupational equivalent:* Teacher aide/assistant, integration aide/assistant

**(ii) Curriculum/resources services grade 1**

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks

- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and Teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to Teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed

- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

**(iii) Wellbeing services grade 1**

- Providing first aid services, as the designated first aid officer in the school
- *Occupational equivalent:* first aid officer

**(iv) School administration services grade 2**

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
- *Occupational equivalent:* clerical assistant

**(v) School operational services grade 2**

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Undertaking general gardening tasks including the preparation and planting procedures
- Laundry duties requiring the application of limited discretion
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
- Driving a bus with a carrying capacity of 25 or more passengers
- *Occupational equivalent:* non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

**D.2.3 Level 3**

An Employee at this level performs work above and beyond the skills of an Employee at Level 2.

**(a) Competency**

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

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

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

**(c) Level of supervision**

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other Employees may be required. When Employees are working alone, they may work semi-autonomously.

**(d) Training level or qualifications**

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (i)** completion of a trades certificate or Certificate III;
- (ii)** completion of Year 12 or a Certificate II, with relevant work experience; or
- (iii)** an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

**(e) Typical activities**

**(i) Classroom support services grade 3**

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a Teacher, of the learning needs of students
- *Occupational equivalent:* student services co-ordinator

**(ii) Curriculum/resources services grade 2**

- Undertaking some responsibility for other Employees in the work area

- Providing assistance or guidance to other Employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and Teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with Teachers)
- *Occupational equivalent:* library technician, laboratory technician, technology centre technician

**(iii) School administration services grade 3**

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, Employees and the general public

- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- *Occupational equivalent:* administration assistant, office supervisor, accounts clerk, school secretary (small school)

**(iv) School operational services grade 3**

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating the school canteen, uniform shop or book shop, including supervision of Employees and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of school property

- *Occupational equivalent:* tradesperson, retail function co-ordinator, security officer, caretaker

#### **D.2.4 Level 4**

An Employee at this level performs work above and beyond the skills of an Employee at Level 3.

##### **(a) Competency**

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

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

Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The Employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

##### **(c) Level of supervision**

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with Employees at higher levels. May undertake stand-alone work.

##### **(d) Training level or qualifications**

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a diploma level qualification with relevant work related experience;
- (ii) completion of a Certificate IV with relevant work experience;
- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;

- (iv) completion of a Certificate III with extensive relevant work experience; or
- (v) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Curriculum/resources services grade 3**

- Demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of Teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with Teachers on curriculum matters
- Assisting careers advisor/counsellor
- *Occupational equivalent:* senior technician in a library, laboratory or technology centre, careers placement officer

**(ii) Wellbeing services grade 2**

- Providing support and guidance to students
- Providing welfare services to students
- *Occupational equivalent:* youth welfare officer

**(iii) School administration services grade 4**

- Responsibility for the smooth and efficient financial administration of a small school
- Responsibility for both secretarial and financial administration of a school office in a small school
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures



- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
- *Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), Principal's secretary, school development officer

**(iv) School operational services grade 4**

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- *Occupational equivalent:* advanced tradesperson, head grounds person (medium or large school)
- *Occupational equivalent:* instrumental music tutor, sports coach

**D.2.5 Level 5**

An Employee at this level performs work above and beyond the skills of an Employee at Level 4.

**(a) Competency**

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

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

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical

principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

**(c) Level of supervision**

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

**(d) Training level or qualifications**

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii) completion of a diploma qualification and at least two years' subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Curriculum/resources services grade 4**

- Providing specialist technical advice, direction and assistance in the Employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level
- *Occupational equivalent:* professional assistant

**(ii) School administration services grade 5**

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of school management
- Overseeing the operations of the school's office and other administrative activities
- Ensuring deadlines and targets are met

- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
- *Occupational equivalent:* human resources officer, office supervisor (large school), school development officer

**(iii) School operational services grade 5**

- Managing a range of functions
- *Occupational equivalent:* assistant property manager (large school), property manager (medium school)

**D.2.6 Level 6**

An Employee at this level performs work above and beyond the skills of an Employee at Level 5.

**(a) Competency**

- (i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- (ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- (iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

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

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on

sophisticated equipment or systems; and/or analyse and report on data and experiments.

**(c) Level of supervision**

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general Employees. Supervision is present to review established objectives.

**(d) Training level or qualifications**

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Wellbeing services grade 3**

- Performing guidance and counselling, within defined accountabilities
- Providing specialist health services and/or therapy services to students
- *Occupational equivalent:* psychologist, speech therapist, occupational therapist

**(ii) School administration services grade 6**

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and Employees on the Employee's area of expertise
- Responsibility for professional development of other Employees
- Contributing to operational and strategic planning in the area of responsibility
- *Occupational equivalent:* public relations manager/director, school development manager

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

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

### **D.2.7 Level 7**

An Employee at this level performs work above and beyond the skills of an Employee at Level 6.

#### **(a) Competency**

- (i)** Within constraints set by management, Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An Employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- (ii)** An Employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the Employee may be a recognised authority in a specialised area.

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

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of Employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

#### **(c) Level of supervision**

Broad direction. May manage other Employees including general Employees.

#### **(d) Training level or qualifications**

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i)** a degree with at least four years of subsequent relevant experience;
- (ii)** extensive experience and management expertise in technical or administrative fields; or
- (iii)** an equivalent combination of relevant experience and/or education/training.

#### **(e) Typical activities**

##### **(i) School administration services grade 7**

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies

- Providing financial advice to the Principal or the business manager
- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (medium school)

#### **D.2.8 Level 8**

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

##### **(a) Competency**

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

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

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

##### **(c) Level of supervision**

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

##### **(d) Training level or qualifications**

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

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

##### **(e) Typical activities**

###### **(i) School administration services grade 8**

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school

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

**Schedule E — General Staff Salaries**

**E.1.1 Annual rates of pay – 52/52**

The Employer will pay an adult Employee who works 52 weeks of the year not less than the annual rate of pay specified for the Employee’s classification prescribed by the following table.

Classification Level	From the first pay period on or after								
	1 Oct 2017	1 Apr 2018	1 Oct 2018	1 Apr 2019	1 Oct 2019	1 Apr 2020	1 Oct 2020	1 Apr 2021	1 Oct 2021
	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Level 1</b>									
1.1	39,107	41,485	42,211	42,844	43,594	44,248	45,022	45,697	46,497
1.2	40,965	43,456	44,216	44,879	45,665	46,350	47,161	47,868	48,706
1.3	44,858	47,586	48,419	49,145	50,005	50,755	51,643	52,418	53,335
<b>Level 2</b>									
2.1	48,034	51,843	52,750	53,542	54,479	55,296	56,263	57,107	58,107
2.2	49,624	53,559	54,496	55,314	56,282	57,126	58,126	58,998	60,030
2.3	51,215	55,276	56,243	57,087	58,086	58,957	59,989	60,889	61,954
<b>Level 3</b>									
3.1	53,270	57,127	58,126	58,998	60,031	60,931	61,998	62,928	64,029
3.2	54,299	58,230	59,249	60,138	61,190	62,108	63,195	64,143	65,266
3.3	55,328	59,334	60,372	61,278	62,350	63,286	64,393	65,359	66,503
<b>Level 4</b>									
4.1	57,388	63,672	64,786	65,758	66,909	67,912	69,101	70,137	71,365
4.2	58,301	64,685	65,817	66,804	67,973	68,993	70,200	71,253	72,500
4.3	59,446	65,959	67,113	68,120	69,312	70,352	71,583	72,657	73,928
<b>Level 5</b>									
5.1	62,938	66,714	67,882	68,900	70,106	71,157	72,403	73,489	74,775
5.2	64,685	67,783	68,970	70,004	71,229	72,298	73,563	74,666	75,973
5.3	66,433	69,615	70,833	71,896	73,154	74,251	75,551	76,684	78,026
<b>Level 6</b>									
6.1	70,724	74,112	75,409	76,540	77,879	79,047	80,431	81,637	83,066
6.2	72,871	76,362	77,698	78,863	80,243	81,447	82,872	84,115	85,588
6.3	75,017	78,610	79,986	81,186	82,607	83,846	85,313	86,593	88,108
<b>Level 7</b>									
7.1	76,653	80,325	81,730	82,956	84,408	85,674	87,173	88,481	90,029
7.2	78,872	82,650	84,096	85,358	86,852	88,154	89,697	91,042	92,636
7.3	81,091	84,975	86,462	87,759	89,295	90,634	92,221	93,604	95,242
<b>Level 8</b>									
8.1	85,238	89,321	90,884	92,247	93,862	95,270	96,937	98,391	100,113



**E.1.2 Incremental progression**

- (a) An Employee will be eligible for movement to the next highest pay point within the classification level after each 12 month period, following a performance review which the Employer will complete before the end of the 12 month period.
- (b) Movement to the next pay point within a classification level will occur unless performance against the relevant classification descriptors has not been satisfactory.
- (c) The commencement level for an Employee will be as follows:

<b>Classification</b>	<b>Commencement level</b>
School operations services grade 1	Level 1.1
School administration services grade 1	Level 1.2
Classroom support services grade 1	Level 1.3
Classroom support services grade 2	Level 2.1
Curriculum/resources services grade 1	
Wellbeing services grade 1	
School administration services grade 2	
School operational services grade 2	
Classroom support services grade 3	Level 3.1
Curriculum/resources services grade 2	
School administration services grade 3	
School operational services grade 3	
Curriculum/resources services grade 3	Level 4.1
Wellbeing services grade 2	
School administration services grade 4	
School operational services grade 4	
Curriculum/resources services grade 4	Level 5.1
School administration services grade 5	
School operational services grade 5	
Wellbeing services grade 3	Level 6.1
Nursing services grade 1	
School administration services grade 6	
School operational services grade 6	

Highview College Enterprise Agreement 2018 – 2021

<b>Classification</b>	<b>Commencement level</b>
Wellbeing services grade 4	Level 7.1
Nursing services grade 2	
School administration services grade 7	
Nursing services grade 3	Level 8
Wellbeing services grade 5	
School administration services grade 8	

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

### **F.1 Meal allowance**

Where an Employer requires an Employee:

to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the Employee. The exceptions to this are:

- (a) if an Employee could reasonably return home for a meal; or
- (b) if it is not possible to provide a meal, the Employer will pay a meal allowance of \$15.14 to the Employee,

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

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

An on call allowance will be paid to an Employee who is required by an Employer to hold themselves available to be recalled to work. The Employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the Employee is required to be on call.

#### **F.2.2 Recall allowance**

An Employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

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

The on call and recall allowances do not apply to:

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

### **F.3 Tool allowance**

Where an Employer does not provide all tools necessary for a tradesperson to perform their work, a tradesperson will be paid \$15.29 per week (except for a carpenter or joiner who must be paid \$28.94 per week) extra for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson. An apprentice will receive the relevant percentage of this allowance.

### **F.4 Vehicle allowance**

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

- (a) Motor car

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

**(b) Motorcycle**

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

**F.4.2** Where an Employer provides a motor vehicle which is used by an Employee in the performance of the Employee's duties the Employer must pay all expenses including registration, running and maintenance.

Thursday 30 November 2017

To Whom It May Concern,

**Highview College Enterprise Agreement 2018-2021 (Agreement)**

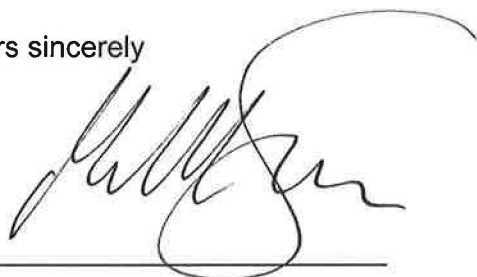
Highview College (Employer) undertakes that from the operative date of the Agreement, until 31 March 2018:

- the full day rate for a casual Teacher will not be less than \$321
- the half day rate for a casual Teacher will not be less than \$161.

The Employer confirms that it has sought the views of the bargaining representatives for the Agreement.

The Employer confirms that the specification of the rates of pay in Schedule B.6.1 for 1 Oct 2017 was an error.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Melinda Scash', written over a horizontal line.

Melinda Scash  
Principal