



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Shelford Girls' Grammar
(AG2015/4655)

SHELFORD GIRLS' GRAMMAR AGREEMENT 2015

Educational services

COMMISSIONER BISSETT

MELBOURNE, 27 AUGUST 2015

Application for approval of the Shelford Girls' Grammar Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Shelford Girls' Grammar Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made Shelford Girls' Grammar. The agreement is a single-enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54(1) of the Act, will operate from 3 September 2015. The nominal expiry date of the Agreement is 31 January 2018.


COMMISSIONER


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THE SHELFORD GIRLS' GRAMMAR AGREEMENT 2015

1 Title

This Agreement is to be known as the Shelford Girls' Grammar Agreement 2015 ("the Agreement") and is a Single Enterprise Agreement made pursuant to section 172 (2) of the FW Act.

2 Arrangement

The Agreement is arranged as follows:

<i>Clause No.</i>	<i>Clause Title</i>
1	Title
2	Arrangement
3	Coverage
4	Relationship to NES and Awards
5	Commencement Date and Period of Operation
6	Definitions
Conditions for Teachers	
7	Hours of Work
8	Attendance during Non-Term Weeks
9	Salaries
Conditions for General Staff Employees	
10	Salaries
Conditions for all Employees	
11	Staff Association Discussion Group with Principal
12	Annual Leave
13	Personal/Carer's Leave
14	Compassionate Leave
15	Community Service Leave
16	Special Leave
17	Long Service Leave
18	Parental Leave
19	Paid Parental Leave
20	Infectious Diseases Leave
21	Examination Leave
22	Qualification Conferral Leave
23	Tuition Fee Discount
24	Consultation about Change
25	Statement of Service
26	Performance and Conduct Management
27	Redundancy
28	Dispute Resolution
29	Agreement Flexibility
30	Vehicle Allowance
31	No Extra Claims
32	Accident Pay
Schedule A	Teacher Salaries and Positions of Responsibility
Schedule B	General Staff Employee Salaries
Schedule C	Long Service Leave

3 Coverage

3.1 The Agreement covers:

- (a) the Employer;
- (b) a Teacher, as defined in cl.6 – Definitions; and
- (c) a General Staff Employee, as defined in cl.6 – Definitions.

3.2 The Agreement does not cover:

- (a) a Principal;
- (b) a Deputy Principal by whatever name called;
- (c) a Bursar or Business Manager, however named, being the most senior administrative Employee employed with the delegated authority to act for the Employer;
- (d) the following General Staff Employees as defined in cl.3.1 of the General Staff Award:
 - a. boarding supervision services;
 - b. instructional services; and
 - c. nursing services.
- (e) a casual employee;
- (f) Apprentices; and
- (g) Trainees.

4 Relationship to NES and Awards

4.1 The National Employment Standards (NES), as contained in Part 2-2 of the FW Act are the minimum entitlements to which an Employee covered by the Agreement is entitled. The Agreement:

- (a) provides enterprise specific details where it deals with a matter provided for in the NES; and/or
- (b) provides ancillary or supplementary terms in respect of the NES.

4.2 The terms and conditions of employment for a Teacher as specified in the Agreement will operate in conjunction with the *Educational Services (Teachers) Award 2010* or its successor.

4.3 The terms and conditions of employment for a General Staff Employee as specified in the Agreement will operate in conjunction with the *Educational Services (Schools) General Staff Award 2010* or its successor.

4.4 Where the Agreement prescribes terms and conditions of employment which are different, or inconsistent with, those from the relevant Awards, the Agreement will prevail to the extent of the difference or inconsistency.

5 Commencement Date and Period of Operation

5.1 The Agreement will operate in accordance with its date of commencement as specified under the provisions of the FW Act.

5.2 The nominal expiry date of the Agreement is 31 January 2018.

6 Definitions

Awards	means the <i>Educational Services (Teachers) Award 2010</i> (Teachers Award) and the <i>Educational Services (Schools) General Staff Award 2010</i> (General Staff Award) or their successor awards, unless separately specified.
Employee	means a person covered by the Agreement.
Employer	means Shelford Girls' Grammar ("the School") (ABN 41 004 605 145).
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment.
FW Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor.
FWC	means Fair Work Commission.
General Staff Employee	means a person who is employed to provide the following services as defined in cl.3.1 of the General Staff Award: <ul style="list-style-type: none"> • Classroom support services; • Curriculum/resources services; • Preschool/childcare services; • School administration services; • School operational services; • Wellbeing services.
Immediate Family	means <ul style="list-style-type: none"> • a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee, where <ul style="list-style-type: none"> • a de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes), • a child means an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee's spouse or de facto partner.
Early Childhood Teacher	means a person who has completed an undergraduate qualification of not less than four years of full-time study (or equivalent) and who is employed to teach three-, four- and five-year old children in the Early Learning Centre program.
NES	means the National Employment Standards as contained in Part 2-2 of the FW Act.
Non-term weeks	means the weeks, or part thereof, in the School Year other than Term Weeks, as set out in the calendar of the School and will not be less than the periods mandated by the Victorian Government for Victorian Government schools, (inclusive of 5 weeks' annual leave).
Permission to	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

Teach Teacher	the <i>Education and Training Reform Act</i> 2006 (Vic) or its successor.
Principal	means Principal of Shelford Girls' Grammar or his or her nominee.
Registered Health Practitioner	means a person registered under the <i>Health Professions Registration Act</i> 2005 (Vic).
Registered Medical Practitioner	means a person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia.
School	means Shelford Girls' Grammar ("the School") (ABN 41 004 605 145).
School Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victoria Institute of Teaching pursuant to Division 3 of Part 2.6 of the Chapter 2 of the <i>Education and Training Reform Act</i> 2006 (Vic), or its successor, and is employed to teach in the Prep to Year 12 educational program. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever named called.
School Year	means the twelve months from the day that Teachers are required to attend the School for the new educational year.
Teacher	means a School Teacher and an Early Childhood Teacher, unless separately specified.
Term Weeks	means the weeks, or part thereof, in the School Year that students are required to attend school and designated student free days as set out in the calendar of the School.
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act</i> 2006 (Vic) or its successor.

Conditions for Teachers

7 Hours of Work

- 7.1 This clause operates in conjunction with cl.19 – Ordinary hours of work in the Teachers Award.
- 7.2 The ordinary hours of work for a full-time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where a Teacher is employed for part only of a School Year, the averaging will be for that part of the School Year.
- 7.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 7.4 The Employer will determine the ordinary full-time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

8 Attendance during Non-Term Weeks

- 8.1 This clause operates in conjunction with cl.19 – Ordinary hours of work in the Teachers Award.
- 8.2 A Teacher is not required to attend at the School during Non-term weeks but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.

- 8.3 The exceptions to this are where the position description for a Teacher holding a position of responsibility specifies attendance during Non-term weeks. In this case the Teacher may be required to attend during Non-term weeks.

9 Salaries and Positions of Responsibility

- 9.1 This clause replaces cl.14.1 of the Teachers Award.

- 9.2 The minimum rates of pay for a full-time Teacher are set out in Sch.A.1 of Schedule A – Teacher Salaries and Positions of Responsibility.

9.3 Positions of Responsibility

- 9.3.1 This clause replaces cl.15.2 – Leadership allowance of the Teachers Award.

- 9.3.2 A rate of pay 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.

- 9.3.3 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.

- 9.3.4 The Principal determines who is eligible for the rate of pay.

- 9.3.5 The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid.

- 9.3.6 The rate of pay to be paid to the Teacher for the performance of the Position of Responsibility is set out in Sch.A.2 of Schedule A – Teacher Salaries and Positions of Responsibility.

9.4 Classification Structure

9.4.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching

- a) Instead of cl.13.4 of the Teachers Award, a Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at level G1 in Sch.A.1.1 of Schedule A and subject to 9.4.1(b), progress to level E4 in Sch.A.1.1 of Schedule A in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- b) Instead of cl.13.2(b) of the Teachers Award, 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.

9.4.2 Permission to Teach Teachers with the Victorian Institute of Teaching

- a) A Permission to Teach Teacher will be paid not less than level G1 in Sch.A.1.1 of Schedule A.
- b) Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

Conditions for General Staff Employees

10 Salaries

- 10.1 This clause replaces cl.15.1 – Annual rates of pay in the General Staff Award.
- 10.2 The minimum rates of pay for a full-time General Staff Employee are set out in Sch.B.1 of Schedule B – General Staff Employee Salaries.

Conditions for all Employees

11 Staff Association Discussion Group with Principal

The parties to the Agreement recognise the importance of consultation in the workplace. In order to facilitate this, the Principal agrees to meet, as required, with representatives of the Staff Association, to consult about general workload matters and related policies.

12 Annual Leave

- 12.1 Annual leave is in accordance with the NES and either cl.21 of the Teachers Award or cl.28 of the General Staff Award, except where the Agreement provides ancillary or supplementary terms.
- 12.2 Instead of the entitlement in the NES and cl.21 of the Teachers Award, a Teacher is entitled to (5) five weeks' annual leave for every 12 months' of continuous service on a pro rata and cumulative basis.
- 12.3 A Teacher must take all accrued annual leave during the Non-term weeks following the end of Term 4, in accordance with cl.21.2 of the Teachers Award. However, a Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the period of Non-term weeks at the end of Term 4, and take the equivalent period of annual leave during other Non-term weeks of the School Year.
- 12.4 Where a Teacher has not accrued sufficient service to be paid for all Non-term weeks, including annual leave, in a School Year, the Teacher will be entitled to unpaid leave and this period of unpaid leave will be counted as service for all purposes of the Agreement.
- 12.5 Instead of the entitlement in the NES and cl.28 of the General Staff Award, the entitlement to annual leave for a General Staff Employee is five (5) weeks' annual leave for every 12 months' continuous service on a pro-rata and cumulative basis.
- 12.6 The Employer:
- (a) may require a General Staff Employee to take annual leave during Non-term weeks;
 - (b) requires a General Staff Employee to take annual leave during the Christmas/New Year shut-down period. Where a General Staff Employee does not have sufficient accrued annual leave to cover the shut-down period, the General Staff Employee is entitled to take leave without pay in accordance with cl.11 of the General Staff Award.

13 Personal/Carer's Leave

- 13.1 Personal/carers' leave is as provided by the NES except where the Agreement provides ancillary or supplementary terms.

13.2 Entitlement

- 13.2.1 An Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick leave and carer's leave.
- 13.2.2 For a full time Teacher, the personal/carer's leave entitlement equates to 15 days per year of service. A part time Teacher is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.
- 13.2.3 For a full time General Staff Employee (except for General Staff Employees defined as Classroom support services in cl.3.1 of the General Staff Award), the personal/carer's leave entitlement equated to 10 days per year of service until 31 January 2010. The personal/carer's leave entitlement for General Staff Employees defined as Classroom support services in cl.3.1 of the General Staff Award equated to 15 days per year of service until 31 January 2010. From 1 February 2010, the personal/carer's leave entitlement for all General Staff Employees equates to 15 days per year of service. A part time General Staff Employee is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.
- 13.2.4 Paid sick leave is taken by an Employee because of a personal illness or injury.
- 13.2.5 Paid carer's leave is taken by an Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness or injury, or an unexpected emergency affecting the member.
- 13.2.6 Personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work.
- 13.2.7 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.
- 13.2.8 An Employee is entitled to personal/carer's leave provided that:
- the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
 - the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or adjacent to the start or end of a term where the Employee is entitled to not work during Non-term weeks and which would not otherwise require the provision of a medical certificate or a statutory declaration; and
 - the Employee provides a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the provision of a medical certificate or a statutory declaration exceeds five (5) days in the one School Year.
- 13.2.9 When taking carer's leave, the Employee must, if required by the Employer, provide a medical certificate or statutory declaration, stating that the illness/emergency is such as to require care by another.

13.2.10 Where a full time Employee requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual up to the annual entitlement of 15 days provided that:

(a) the notice and evidentiary requirements are met; and

(b) any paid leave provided in advance of accrual is deducted from the Employee's final payment at the time of termination of employment should the Employee's employment with the Employer cease prior to accruing leave equivalent to leave paid in advance of accrual.

14 Compassionate Leave

14.1 Compassionate leave is in accordance with the NES, except where this Agreement provides ancillary or supplementary terms.

14.2 An Employee may take up to three (3) days' paid leave per occasion when a member of the Employee's Immediate Family or household dies and two (2) days' paid leave per occasion when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

14.3 This leave may be taken in a single unbroken period or in separate periods of one (1) day or as agreed by the Employer and the Employee.

14.4 The Employee is entitled to compassionate leave only if the Employee gives the Employer evidence that the Employer reasonably requires of the illness, injury or death.

15 Community Service Leave

15.1 Community service leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.

15.2 Jury service leave

15.2.1 An Employee who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.

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

15.2.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

15.2.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.

15.2.5 Subject to cll.15.2.2, 15.2.3 and 15.2.4, the Employer will pay the Employee's normal salary to the Employee (other than to a fixed-term employee) during the period that the Employee is on jury service leave. The Employee will reimburse the Employer to the value of the payment received from the Court Authority following the Employee's return to work from jury service leave. The Employer will reimburse a fixed-term employee an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

16 Special Leave

The Principal may grant a period of special leave to any Employee in exceptional circumstances where the period of absence would not otherwise be covered by another form of leave.

17 Long Service Leave

17.1 Long service leave is provided for in the NES, which is set out at Schedule C – Long Service Leave of the Agreement, except where the Agreement provides ancillary or supplementary terms.

17.2 Instead of the entitlement to long service leave under the NES, from the commencement date of the Agreement, long service leave for an Employee covered by the Agreement accrues on the basis of 13 weeks after the completion of 10 years' continuous employment. An Employee is entitled to an additional six and a half (6 ½) weeks' long service leave for each additional five (5) years' of continuous employment with the Employer.

17.3 Illness on Long Service Leave

17.3.1 The provisions of this cl.17.3 apply unless there is a different entitlement in Schedule C – Long Service Leave.

17.3.2 An Employee who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a Registered Medical Practitioner of the Employer's choice, provided the Registered Medical Practitioner is reasonably accessible to the Employee.

17.3.3 The Employee's application under this clause:

- (i) must be received by the Employer during the period of illness or injury;
- (ii) must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (iii) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

17.4 Arrangements for taking Long Service Leave

17.4.1 After completing seven (7) years of continuous employment, an Employee is entitled to take pro-rata long service leave. The Employee must make an application in accordance with this clause.

17.4.2 An application for long service leave must be for a period of one (1) term, unless otherwise approved by the Principal. An Employee is required to take at least one (1) term's long service leave for every ten years of continuous employment.

17.4.3 Where an Employee intends to apply to take any period of long service leave, the application must be in writing and submitted to the Principal at least nine (9) months before the proposed commencement date of the long service leave.

17.4.4 Upon each subsequent period of ten years of continuous employment, an Employee must take not less than one (1) term of long service leave within two (2) years of completing each subsequent ten year period of continuous employment.

17.4.5 Where an Employee does not have sufficient long service leave to cover the entire term, a period of unpaid leave may be granted by the Principal.

18 Parental Leave

18.1 Relationship with Legislation

Parental leave is as provided by the NES except where the Agreement provides ancillary or supplementary terms.

18.2 Entitlement to unpaid parental leave

18.2.1 This clause provides an entitlement to 24 months' unpaid parental leave instead of the entitlement in ss. 70 and 76 of the FW Act.

18.2.2 Upon completion of 12 months' continuous service, an Employee who has responsibility for the care of their child is entitled to a total of up to 24 months' unpaid parental leave in relation to the birth or adoption of the child.

18.2.3 Where an Employee is a member of an employee couple who are both eligible for unpaid parental leave under the NES, and both members of the employee couple intend to take unpaid parental leave, the entitlement of up to 24 months unpaid parental leave is to be shared between the employee couple.

18.3 Parental Leave and other entitlements

In conjunction with parental leave under the NES, an Employee may access any annual leave or long service leave entitlements which the Employee has accrued, subject to the total amount not exceeding 104 weeks or a longer period as agreed.

18.4 Right to request part time work

18.4.1 Subject to cl.18.4.2, an Employee entitled to parental leave under the NES may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child is of school age, to assist the Employee in reconciling work and parental responsibilities.

18.4.2 An application pursuant to cl.18.4.1 must be made as soon as possible but no less than three (3) weeks prior to the date upon which the Employee is due to return to work from parental leave.

18.4.3 The Employer shall consider any request made pursuant to cl.18.4.1, having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

18.4.4 An Employee's request and the Employer's decision must be recorded in writing.

- 18.4.5 Cl.28 – Dispute Resolution in the Agreement does not apply to a request made by an Employee in accordance with cl.18.4.1, or a decision made in response to a request by an Employer in accordance with cl.18.4.3.

19 Paid Parental Leave

19.1 Paid Parental Entitlement

- 19.1.1 Where an Employee, other than a fixed-term Employee, is granted unpaid parental leave in accordance with cl.18.2 of the Agreement to be the primary caregiver of a child, and where the Employee has completed not less than 12 months' continuous service, the Employee is entitled to be paid parental leave of up to twelve weeks' pay following the birth or adoption of a child provided the Employee has commenced parental leave. The number of weeks of the parental leave paid to the Employee will be equal to the number of weeks of leave granted to the Employee by the Employer up to a maximum of twelve weeks.
- 19.1.2 For the purpose of calculating the payment for cl.19.1.1 and 19.3.1, the salary will be taken as at the time the period of parental leave commenced. If the time fraction has varied during the year, the average time fraction of the 12 months preceding the parental leave will be used for the purposes of calculating the payment.
- 19.1.3 An Employee must have a minimum of a further 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to cl.19.1.1 or 19.3.1
- 19.1.4 Continuous service for the purposes of this clause means service under an unbroken contract of employment and includes:
- Any period of part-time employment worked at the School;
 - Any period of paid leave authorised by the School or by the Awards;
 - But does not include any period of employment on a casual basis, and will not include any period of unpaid leave whether approved or otherwise.
- 19.1.5 Parental leave will be paid at the time that salary is normally paid.
- 19.2 During the period of time that the Employee is in receipt of the paid parental leave under cl.19.1.1 or 19.3.1, the Employee is entitled to accrue annual leave (pro-rata of five (5) weeks' annual leave), long service leave and personal leave in accordance with the Agreement.
- 19.3 **Paid Partner Leave**
- 19.3.1 Where an Employee, other than a fixed-term Employee, is granted unpaid parental leave in accordance with the NES to be the secondary caregiver of a child, and where the Employee has completed not less than 12 months' continuous service, the Employee is entitled to a period of five (5) days' paid partner leave.
- 19.3.2 Paid partner leave must be taken within two (2) weeks of the birth or adoption of the child.

20 Infectious Diseases Leave

- 20.1 An Employee who is suffering from one of the following infectious diseases will be granted special leave without deduction of pay where the Principal is satisfied on medical advice that the Employee has contracted the disease through a contact at the workplace and the disease is evident in the workplace:

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

20.2 The Employee must, at the request of the Employer, produce a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as reasonably practicable.

21 Examination Leave

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

22 Qualification Conferral Leave

An Employee will be granted leave with pay for up to one (1) day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

23. Tuition Fee Discount

- 23.1 An Employee, whose time fraction is 0.5 to 1.0 Full Time Equivalent (FTE) and whose child or children attend the School, is entitled to a tuition fee discount of 25 per cent.
- 23.2 An Employee, whose time fraction is less than 0.5 FTE and whose child or children attend the School, is entitled to a tuition fee discount of 10 per cent.
- 23.3 Levies are not subject to any discount. Levies include, but are not limited to, the security levy and the co-curricular levy.
- 23.4 Other services, such as child care and outside school hours care, are specifically excluded from this clause.
- 23.5 The discount in cl.23.1 or 23.2 cannot be taken in conjunction with fee relief, where an Employee is eligible for fee relief. An Employee may choose to accept the discount or to apply for fee relief at the appropriate application time of each School Year. Either the discount or the fee relief is available, not both.

24 Consultation about Change

- 24.1 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.

Consultation regarding major workplace change

- 24.2 For a major change referred to in clause 24.1(a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) clauses 24.3 to 24.9 apply.
- 24.3 The relevant Employees may appoint a Representative for the purposes of the procedures in this term.
- 24.4 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the Representative; the Employer must recognise the Representative.
- 24.5 As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant employees:
 - (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.
- 24.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 24.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 24.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 24.2(a) and cl. 24.3 and 24.5 are taken not to apply.
- 24.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or

- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

24.10 For a change referred to in cl.24.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) cl.24.11 to 24.15 apply.

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

24.12 If:

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

24.13 The Employer must:

- (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).

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

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

24.16 For the purposes of cl.24.11 to 24.15, the Employer's educational timetable in respect of academic classes and student activities, which:

- (a) may operate on a term, semester or a School Year basis, and
- (b) ordinarily changes between one period of operation and the next, and
- (c) may change during the period of operation,

is not a regular roster.

24.17 However, where a change to the 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.24.11 to 24.15 will apply.

In this clause:

relevant Employees means the Employees who may be affected by a change referred to in cl.24.1.

25 Statement of Service

Upon termination of employment, the Employer will, at the request of the Employee, provide the Employee with a statement of service specifying:

- The period of employment;
- The classification of, or type of work performed by the Employee; and
- Any additional responsibilities or duties, including extra curricula.

26 Performance and Conduct Management

26.1 Application

The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause, where an Employee's employment is terminated during the minimum employment period as set out in the FW Act.

26.2 Performance Management

- (a) Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
- (b) A formal performance management procedure will commence with the Employer advising the Employee in writing of:
 - (i) the Employer's concern(s) with the Employee's performance;
 - (ii) the time, date and place of the first formal meeting to discuss the Employee's performance;
 - (iii) the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance;

- (iv) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (c) Formal performance management meetings will:
 - (i) include discussion of the Employer's concern(s) with the Employee's performance;
 - (ii) give the Employee an opportunity to respond to the Employer's concern(s);
 - (iii) include discussion of any counselling or assistance, where appropriate, available to the Employee;
 - (iv) include documentation, where appropriate;
 - (v) set periods of review, as appropriate.
- (d) If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

26.3 Conduct Management

- (a) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- (b) The Employer will advise the Employee in writing of:
 - (i) the Employer's concern(s) with the Employee's conduct;
 - (ii) the time, date and place of the meeting to discuss the Employee's conduct;
 - (iii) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
 - (iv) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- (c) The formal conduct management meeting(s) will:
 - (i) include discussion of the Employer's concern(s) with the Employee's conduct;
 - (ii) give the Employee an opportunity to respond to the Employer's concern(s).
- (d) Concern(s) with an Employee's conduct may be resolved by:
 - (i) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
 - (ii) issuing the Employee with a warning or a final warning in writing;
 - (iii) terminating the employment of the Employee in accordance with the relevant notice provision;
 - (iv) other action, appropriate to the situation including concluding the process with no further action.

27 Redundancy

27.1 Redundancy Payment

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

Less than 1 year	1 week
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	8 weeks
4 years but less than 6 years	10 weeks
6 years but less than 8 years	13 weeks
8 years but less than 11 years	16 weeks
11 years and over	1.5 weeks' pay for each completed year of service with a maximum of 22 weeks' pay.

28 Dispute Resolution

28.1 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.

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

28.3 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.

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

28.5 The FWC may deal with the dispute in two stages:

- (a) the FWC will first attempt to resolve the dispute using one of more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) in relation to the NES, arbitrate the dispute, or
 - (ii) in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties, and make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the 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.

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

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

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

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

29 Agreement Flexibility

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

- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
- (c) the arrangement is genuinely agreed to by the Employer and Employee. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the Employer.

29.2 The Employee may be accompanied by a support person of their choice when negotiating an individual flexibility arrangement under this clause.

29.3 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 at the time the agreement is made than the Employee would be if no arrangement was made.

29.4 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:

- (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 29.5 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 29.6 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving 7 term weeks' written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.
- Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause are not met, then the agreement may be terminated by either the Employee or the Employer, giving written notice of not more than 28 days (see s.145 of the FW Act 2009 (Cth)).

30 Vehicle Allowance

Instead of cl.15.3 of the Teachers Award and cl.16.8 of the General Staff Award, an Employee required by the Employer to use the Employee's motor vehicle in the performance of the Employee's duties will be reimbursed on a per kilometre basis in accordance with the guidelines issued by the Australian Taxation Office.

31 No Extra Claims


The Employer and the Employees agree that the salary increase and other improvements in conditions of employment provided for in the Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made prior to the nominal expiry date as set out in cl.5.2 hereof.

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 *Workplace Injury Rehabilitation & Compensation Act 2013* (Vic) (Compensation Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of 26 weeks.
- 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 Compensation Act, then 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:
- annual leave (General Staff Employee);
 - Non-term weeks, including annual leave (Teacher); or
 - paid personal/carer's leave.
- 32.3 If, during the period of operation of the Agreement, Victorian or Federal Government legislation is implemented which requires the Employer to pay accident pay, then the Employer will pay accident pay in accordance with the legislation. The payment required under cl.32.1 will be offset against any legislated requirements.

EXECUTED as an Agreement this 13 day of AUGUST 2015.

EMPLOYER REPRESENTATIVE

Signed: 

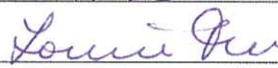
Date: 13 / 08 / 2015

Name in full (printed): BRENTON DAVID SMITH

Position title: BUSINESS MANAGER

Authority to sign explained: EMPLOYER REPRESENTATIVE.

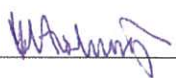
Address: 46 A HOBGSON STREET
TEMPLESTOWE LOWER VIC 3107.

Witnessed by: 

Witness name in full: LOUISE PRICE

Witness address: 4 SHARAN AVE
MENTONE VIC 3194

EMPLOYEE REPRESENTATIVE

Signed: 

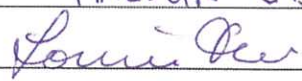
Date: 13-08-2015

Name in full (printed): PHILIP BRUCE HOSKING

Position title: HEAD OF LANGUAGES

Authority to sign explained: EMPLOYEE BARGAINING REPRESENTATIVE

Address: 71 EMO RD.
MALVERN EAST 3145

Witnessed by: 

Witness name in full: LOUISE PRICE

Witness address: 4 SHARAN AVE
MENTONE 3194

Schedule A – Teacher Salaries and Positions of Responsibility

A.1 Teacher Salaries

A.1.1 Salaries for 2015 will be as set out in the following table and will come into effect from the first pay period commencing on or after the specified dates:

LEVEL	1 February 2015	1 August 2015
G 1	63,407	64,206
G 2	64,174	66,575
A1	67,415	69,032
A 2	69,376	71,579
A 3	71,553	74,220
A 4	73,799	76,959
A 5	76,119	79,798
E 1	78,842	82,743
E 2	81,440	85,797
E 3	84,123	88,963
E.4	96,005	96,158

A.1.2 Salaries for 2016 will be as follows:

- (a) 1.5% from the first pay period commencing on or after 1 February 2016;
- (b) 1.5% from the first pay period commencing on or after 1 August 2016.

A.1.3 Salaries for 2017 will be determined as follows:

- (a) The Principal will consult with representatives of the Staff Association about the remuneration levels for Teachers covered by the Agreement for 2017 by 30 November 2016. The consultation will give consideration to relevant industry salary benchmarks and changes (if any) in the student enrolment, within the context of the School's financial resources and operational requirements.
- (b) 1.4% from the first pay period commencing on or after 1 February 2017. However, should the School's enrolment numbers increase by 5% or more by 1 February 2017 from the 1 February 2016 enrolment numbers, the increase will be 1.4% plus 0.3%, a total of 1.7%.
- (c) 1.4% from the first pay period commencing on or after 1 August 2017. However, should the School's enrolment numbers increase by 5% or more by 1 August 2017 from the 1 August 2016 enrolment numbers, the increase will be 1.4% plus 0.3% a total of 1.7%.

A.1.4 The Teacher salary levels as set out in Sch.A.1.1, A.1.2 and A.1.3 of this Schedule A include annual leave loading.

A.2 Positions of Responsibility

- A.2.1 In addition to the salary payable pursuant to Sch.A.1 of Schedule A, the following responsibility allowance will be paid to a Teacher who holds a position of responsibility in the Senior School (year 7 to year 12 in the School), effective from the first pay period commencing on or after 1 February:

Position of Responsibility	Annual Allowance
A: Faculty Head Excluding the Faculty Head(s) of Sport and P.E. The allowance for the Faculty Head(s) for Sport and P.E will be individually determined by the Principal.	\$6000
B: Year Level Coordinators	\$6000

- A.2.2 The annual allowance in Sch.A.2.1 will be paid in equal installments at the time of salary payment.
- A.2.3 The Principal retains the absolute discretion to split the allowances set out in Sch.A.2.1 between different roles.

Schedule B – General Staff Employee Salaries

B.1 General Staff Salaries

B.1.1 Salaries for 2015 will be as set out in the following table and will come into effect from the first pay period on or after:

Level	1 February 2015	1 August 2015
1.1	41,762	42,388
1.2	43,365	44,015
1.3	44,942	45,616
2.1	45,359	46,039
2.2	47,153	47,860
3.1	48,732	49,463
3.2	50,614	51,373
4.1	51,617	52,391
4.2	52,309	53,094
4.3	54,062	54,873
4.4	56,097	56,938
5.1	59,128	60,015
5.2	61,689	62,614
6.1	63,746	64,702
6.2	65,880	66,868
7.1	75,569	76,703
7.2	78,101	79,273
7.3	80,717	81,928
8.1	83,421	84,672

B.1.2 Salaries for 2016 will be as follows:

- (a) 1.5% from the first pay period commencing on or after 1 February 2016;
- (b) 1.5% from the first pay period commencing on or after 1 August 2016.

B.1.3 Salaries for 2017 will be determined as follows:

- (a) The Principal will consult with representatives of the Staff Association about the remuneration levels for General Staff Employees covered by the Agreement for 2017 by 30 November 2016. The consultation will give consideration to relevant industry salary benchmarks and changes (if any) in the student enrolment, within the context of the School's financial resources and operational requirements.
- (b) 1.4% from the first pay period commencing on or after 1 February 2017. However, should the School's enrolment numbers increase by 5% or more by 1 February 2017 from the 1 February 2016 enrolment numbers, the increase will be 1.4% plus 0.3%, a total of 1.7%.

- (c) 1.4% from the first pay period commencing on or after 1 August 2017. However, should the School's enrolment numbers increase by 5% or more by 1 August 2017 from the 1 August 2016 enrolment numbers, the increase will be 1.4% plus 0.3% a total of 1.7%.

B.1.4 The General Staff Employee salary levels set out in Sch.B.1.1, B.1.2 and B.1.3 of this Schedule B include annual leave loading

Schedule C – Long Service Leave

C.1 This Schedule provides the entitlements to long service leave under the NES, except where the Agreement provides ancillary or supplementary terms.

C.2 Teacher – School Teacher

A Teacher who would have been employed as a teacher pursuant to the *Victorian Independent Schools – Teachers – Award 1998* (AW802001CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.27 - Long service leave.

Clause 27 – Long service leave

27.1 Preamble

A teacher is entitled to long service leave on ordinary pay in respect of continuous employment with one and the same employer or the employer's successor.

27.2 Entitlement

27.2.1 A teacher who has completed 10 years' continuous employment with the employer is entitled to 13 weeks' long service leave.

27.2.2 A teacher is entitled to an additional 6 1/2 weeks' (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the employer.

27.3 Termination of employment

27.3.1 A teacher who has completed more than 10 years' continuous employment with the employer and whose employment is terminated otherwise than by the death of the teacher is entitled to an amount of long service leave equal to one-fortieth of the period of the teacher's continuous employment since the last accrual of entitlement to long service leave under cl.27.2.1 and 27.2.2.

27.3.2 A teacher who has completed at least 7 but less than 10 years of continuous employment with the employer and whose employment is terminated for any cause other than by the employer for serious misconduct, is entitled to such amount of long service leave as equals one-fortieth of the period of the teacher's continuous employment.

27.3.3 If a teacher who is entitled to any amount of long service leave dies before or while taking long service leave, then the employer will pay an amount equal to the ordinary pay that would have been payable to the teacher in respect of the period of long service not taken to the teacher's personal representative.

27.3.4 Where a teacher who has completed more than 10 years' continuous employment with an employer dies while still in continuous employment of such employer, the employer (in addition to any sum payable under cl.27.3.3) will pay to the teacher's personal representative in respect of any period of such continuous employment which is after the last accrual of entitlement to long service leave pursuant to cl.27.2.2 a sum equal to the amount of the teacher's ordinary pay for a period equaling one fortieth of such fractional period.

27.3.5 Where a teacher who has completed at least 7 years but less than 10 years of continuous service with an employer dies while still in the employment of such employer, the employer will pay to the teacher's personal representative a sum equal to the amount of

the teacher's ordinary pay for the period equaling one fortieth of the teacher's fractional employment.

27.4 Payment in lieu

27.4.1 Except as provided in this clause, an employer will not make payment in lieu of any long service leave or part thereof to a teacher or the teacher's personal representative.

27.4.2 Except as provided in this clause, a teacher or a teacher's personal representative will not accept payment in lieu of any long service leave or part thereof.

27.5 Illness on long service leave

27.5.1 Subject to the production of a supporting medical certificate, a teacher who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the teacher is entitled to sick leave.

27.5.2 Subject to cl.27.5.1 the teacher's long service leave will be extended by the period of illness.

27.5.3 An exception to cl.27.5.1 is that an employer and a teacher may agree that the teacher will return from long service leave as planned with the period of illness increasing the teacher's accrued long service leave entitlement.

27.6 Mode of employment and payment

27.6.1 A teacher whose service has been

- all full-time or
- all at the same part-time fraction

is paid during long service leave at the teacher's normal salary.

27.6.2 Where a teacher's time fraction has varied, salary when proceeding on long service leave is calculated as follows:

(a) Service prior to 1 February 1997

(i) where all service of the teacher has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;

(ii) when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. 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;

(iii) when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. 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;

(iv) 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.

(b) Service from 1 February 1997

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

27.7 Exceptions

Despite anything in this clause for the purpose of determining the amount of long service leave or pay in lieu thereof to which a teacher or a teacher's personal representative is entitled in respect of the period of employment commencing on or after 1 January 1965 and ending on 1 January 1980, so much of that period of employment as was commenced before 1 January 1980 will be reduced by one third.

Cl.26 – Personal leave also provides for illness on long service leave as follows:

- 26.3.4 An employer may require a teacher who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the employer's choice, provided the practitioner is reasonably accessible to the teacher.

C.3 Teacher – Early Childhood Teacher

A Teacher who would have been employed pursuant to the *Victorian Independent Schools – Early Childhood Teachers – Award 2004* (AW835765) (cl.26.5) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.26 – Long service leave. Clause 26 is identical to the clause 27 in C.2 of this Schedule C except that cl.27.5 is replaced by cl.26.5 and cl.27.2 does not apply.

Cl.26.5 – Mode of employment and payment is as follows.

- 26.5.1 An early childhood teacher whose service has been

- all full-time or
- all at the same part-time fraction

is paid during long service leave at the early childhood teacher's normal salary.

- 26.5.2 An early childhood teacher whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average (i.e., mean) of the early childhood teacher's time fractions over the period of eligible service.

Cl.25 Personal leave also provides for illness whilst on long service leave as follows:

- 25.3.4 An employer may require an early childhood teacher who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the employer's choice, provided the practitioner is reasonably accessible to the early childhood teacher.

C.4 General Staff Employee – Clerical and Administrative Employee

A General Staff Employee who would have been employed pursuant to the *Victorian Independent Schools – Clerical and Administrative Employees – Award 2004* (AW837335CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.27 – Long service leave.

The relevant provisions of cl.27 – Long service leave are as follows.

27. Long service leave

27.1 Entitlement

An employee is entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1992* (Vic.) as amended from time to time.

27.2 Payment

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

C.5 General Staff Employee – School Assistant

A General Staff Employee who would have been employed pursuant to the *Victorian Independent Schools – School Assistants – Award 1998* (AW802122CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.26 – Long service leave.

Cl.26 – Long service leave is as follows.

26. Long service leave

A school assistant is entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1992* (Vic.) as amended from time to time.

Cl.25 - Personal leave provides illness on long service leave as follows:

- 25.3.4 An employer may require a school assistant who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner who is reasonably accessible to the school assistant.