DEPARTMENT OF EDUCATION AND TRAINING

Lowther Hall Anglican Grammar School
(AG2016/7782)

LOWTHER HALL ANGLICAN GRAMMAR SCHOOL AGREEMENT
2017-2019

Educational services

DEPUTY PRESIDENT DEAN

SYDNEY, 9 MARCH 2017


[1] An application has been made for approval of an enterprise agreement known as the Lowther Hall Anglican Grammar School Agreement 2017-2019 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Lowther Hall Anglican Grammar School. 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, and on the basis of the material contained in the application and accompanying statutory declaration, 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) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.
[5] The Agreement is approved and, in accordance with s.54, will operate from 16 March 2017. The nominal expiry date of the Agreement is 30 April 2019.
2 March 2017

Fair Work Commission
11 Exhibition Street
Melbourne Vic 3000
via email: Member_Assist@fwc.gov.au

Dear Deputy President Dean,

Re: AG2016/7782 - Application for the approval of the Lowther Hall Anglican Grammar School Agreement 2017-2019

Lowther Hall Anglican Grammar School (Employer) undertakes that the dispute resolution clause (clause 9) in the Lowther Hall Anglican Grammar School Agreement 2017-2019 will apply to settlement of disputes in relation to the National Employment Standards.

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

Yours sincerely,

[Signature]

Elisabeth Rhodes
Principal
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.
PART 1  APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Lowther Hall Anglican Grammar School Agreement 2017-2019 (the Agreement) and is a single enterprise agreement made pursuant to s.172(2) of the Fair Work Act 2009 (Cth) (Act).

2 ARRANGEMENT

This Agreement is arranged as follows.

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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 Where the Agreement passes the Better Off Overall Test, the Agreement will be operative from the seventh day after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.

3.2 The nominal expiry date of the Agreement is three years from the operative date of the Agreement.

3.3 The Employer commits to commencing the process to negotiate a replacement enterprise agreement no later than 30 April 2019.

4 COVERAGE

4.1 This Agreement covers:
   i. the Employer;
   ii. School Teachers, including Permission to Teach Teachers;
iii. Early Childhood Teachers; and
iv. School Assistants

4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3 and 4 of this Agreement apply to Employees as specified.

5 RELATIONSHIP TO AWARDS

This Agreement fully excludes all Award conditions which would otherwise apply to any of the Employees covered by this Agreement.

6 NATIONAL EMPLOYMENT STANDARDS

6.1 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. This Agreement may provide ancillary or supplementary terms in respect of the NES.

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

7 DEFINITIONS

<table>
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<th>Term</th>
<th>Definition</th>
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<td>Act</td>
<td>means the Fair Work Act 2009 (Cth) or its successor(s)</td>
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<td>Attendance Time</td>
<td>means all days of the School Year less the Non Attendance Time and the period of annual leave</td>
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<td>Award</td>
<td>means the following:</td>
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<tr>
<td></td>
<td>• Educational Services (Teachers) Award 2010</td>
</tr>
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<td>• Educational Services (Schools) General Staff Award 2010</td>
</tr>
<tr>
<td></td>
<td>or their successor(s)</td>
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<tr>
<td>Casual Employee</td>
<td>means an Employee employed pursuant to cl.10.4 of this Agreement</td>
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<tr>
<td>Early Childhood Program</td>
<td>means an educational program for three-, four- and five-year old children but does not include the prep year or child care</td>
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<tr>
<td>Early Childhood Teacher</td>
<td>means a person employed as a Teacher in the Early Childhood Program</td>
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<tr>
<td></td>
<td>• who has completed a four-year post-secondary school qualification in early childhood education, or</td>
</tr>
<tr>
<td></td>
<td>• who has completed a three-year post-secondary school qualification in early childhood education and was an employee at the time this Agreement commenced</td>
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<tr>
<td>Employee</td>
<td>means a person employed as a School Teacher, an Early Childhood Teacher or a School Assistant under this Agreement</td>
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<tr>
<td>Employer</td>
<td>means Lowther Hall Anglican Grammar School [ACN 006 660 984]</td>
</tr>
<tr>
<td>Experience</td>
<td>means experience of teaching:</td>
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|                             | • if a School Teacher, after achieving the qualifications
necessary for registration as a teacher,
- if an Early Childhood Teacher, after achieving the necessary qualifications in early childhood education, and will be deemed to have commenced at the date on which a ‘qualified’ person first receives a teaching appointment

| **Face-to-Face Teaching Hours** | means timetabled classes for a School Teacher |
| **Fixed Term Employee** | means an Employee employed pursuant to cl.10.3 of this Agreement |
| **Full Time Employee** | means an Employee employed pursuant to cl.10.1 of this Agreement. |
| **FWC** | means Fair Work Commission or its successor |
| **Immediate Family** | means
- spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
- 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 |
| **Junior School** | means the educational program for students in Prep to Year 6 |
| **Medical Practitioner** | 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 |
| **NES** | means the National Employment Standards as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) |
| **Non Attendance Time** | means a period of time that will be announced at least six (6) months in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government school teachers (less four (4) weeks' annual leave) |
| **Part Time Employee** | means an Employee employed pursuant to cl.10.2 of this Agreement |
| **Permission to Teach Teacher** | means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the *Education and Training Reform Act 2006* (Vic.) and the person is employed to teach in the educational program of the School |
| **Principal** | means the Principal of Lowther Hall Anglican Grammar School or the Principal’s nominee |
| **Registered Health Practitioner** | means a person registered under the *Health Practitioner Regulation National Law (Victoria)* 2010 (Vic) or its successor(s), which includes the following professions,
and includes a recognised specialty in any of the following professions: Aboriginal and Torres Strait Islander health practice; Chinese medicine; chiropractic; dental (including the profession of a dentist, dental therapist, dental hygienist, dental prosthodontist and oral health therapist); medical; medical radiation practice; nursing and midwifery; occupational therapy; optometry; osteopathy; pharmacy; physiotherapy; podiatry; psychology

**School** means Lowther Hall Anglican Grammar School [ACN 006 660 984]

**School Assistant** means a person who is employed as a teacher aide, integration aide, an assistant/technician in the library, laboratory, information technology, art and food technology functions

**School Holidays** means a period of holidays as determined by the employer and announced at least six months prior to the commencement of the new School Year. School Holidays will not be less than those mandated by the Victorian Government for Victorian Government school teachers

**School Teacher** means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the *Education and Training Reform Act 2006* (Vic.) and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed in the position of Principal, Deputy Principal or Head of School

**School Year** means the twelve months from the day that Employees are required to attend the School for the new educational year

**Senior School** means the educational program for students in Year 7 to Year 12

**Shut Down Period** means the period or periods where the Employer shuts down the business, or any part of the business, in which the Employee works

**Student Supervision Hours** means the hours that the Early Childhood Teacher is required to supervise students in the Early Childhood Program. Student Supervision Hours exclude non-supervisory duties such as preparatory, administrative and associated responsibilities

**Teacher** means a School Teacher, including a Permission to Teach Teacher, and an Early Childhood Teacher, unless separately specified

**Victorian Institute of Teaching** means the statutory authority for the registration of teachers established pursuant to the *Education and Training Reform Act 2006* (Vic.) or its successor

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### 8 AGREEMENT FLEXIBILITY

8.1 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:
8.1.1 the Agreement deals with one or more of the following matters:
(a) arrangements about when work is performed;
(b) overtime rates;
(c) penalty rates;
(d) allowances;
(e) leave loading; and

8.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);

8.1.3 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 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.

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 Dispute Resolution Procedure

9.1 Where there is a dispute between an Employee (or Employees) and the Employer (‘the parties’) about the application or interpretation of, this agreement (the matter in dispute), the procedure outlined in cl9.2 will apply.

9.2 The steps are as follows:
Step 1
Every attempt will be made to resolve the matter, in the first instance, by discussions between the individual(s) involved at the School and the Employer. This does not preclude the right of either party to seek advice from outside the School or seek representation, nor does it necessitate such an approach where this is impracticable.

Step 2
Where the matter is not resolved by Step 1, the Employer or the Employee(s) may each seek the assistance of a representative in order that a further attempt may be made to resolve the matter. The Employee representative may include a union official or a union delegate.

Step 3
In the event that Steps 1 and 2 fail to resolve the matter, it may be referred by either party to the FWC for its assistance in resolving the matter by conciliation. The matter should not be referred by either party to the FWC prior to the completion of Steps 1 and 2.

9.3 Until the matter is determined, work will continue normally in accordance with the custom or practice existing before the matter arose, while discussions take place.

9.4 No party will be prejudiced as to the final settlement by the continuance of work. Health and safety matters are exempted from this provision.

9.5 Where the matter is not resolved by conciliation, either party may request that the FWC arbitrate the matter in dispute. Any such arbitration will be subject to, and in accordance with, this clause.

9.6 In arbitrating the matter in dispute, the FWC may only:
   9.6.1 give directions about the process to be followed within the School to resolve the matter in dispute; and/or
   9.6.2 determine the matter in dispute consistent with the limits or standards set by the relevant provisions of this Agreement.

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

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

10.2 Part Time Employee
   10.2.1 The Employer may engage an Employee on a part time basis in accordance with this Agreement.
   10.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Teacher, the
Employer will set out in writing the duties and number of hours required (including Face-to-Face Teaching Hours or Student Supervision Hours) to be undertaken.

10.2.3 A Part Time School Teacher will be paid pro rata of the rate that the School Teacher would be entitled to receive as a Full Time School Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in cl.10.2.2. The pro rata annual salary is calculated using the following:

- Junior School Teacher: 19 hours and 10 minutes Face-to-Face Teaching Hours;
- Senior School Teacher: 16 hours and 30 minutes Face-to-Face Teaching Hours;

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

(19.167 or 16.5 hours) whichever is applicable (see above)

10.2.4 A Part Time Early Childhood Teacher will be paid pro rata of the rate that the Early Childhood Teacher would be entitled to receive as a Full Time Early Childhood Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in cl.10.2.2. The pro rata annual salary is calculated using 22 Student Supervision Hours.

\[
\text{Early Childhood Teacher's Student Supervision Hours} \times \text{Annual Full Time Early Childhood Teacher's Student Supervision Hours} \times \text{Salary}
\]

(22 hours)

10.2.5 A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.

10.2.6 Where a Part Time Teacher's time fraction is expected to increase or decrease in the following term or School Year, the Employer is required to discuss the expected change with the Teacher not less than four (4) weeks, wholly within the one (1) school term, prior to the change taking place. Where the Employer is unable to provide four (4) weeks' notice prior to the commencement of the next term or School Year, the Employer will pay the higher salary for the first four (4) weeks. Where the Employer wishes to increase or decrease a Part Time Teacher's time fraction by 25 per cent or more, the Teacher is entitled to have the current position declared redundant.

10.2.7 Where a Part Time Teacher, but not a Casual Teacher, agrees to Face-to-Face Teaching Hours additional to the Part Time Teacher's specified time fraction, the Part Time Teacher will be paid the Part Time Teacher's hourly rate of pay with a loading of 20 per cent in lieu of all paid leave entitlements for each additional hour required to be worked. Extras allocated on a daily basis to cover teacher absences are excluded. The minimum engagement does not apply where a Part Time Teacher is employed to work additional hours on a casual basis on a day that the Part Time Teacher is ordinarily employed.
10.3 Fixed Term Employee

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

- to replace one or more Employees who are on leave;
- to undertake a specified project for which funding has been available;
- to undertake a specified task which has a limited period of operation;
- to replace an Employee where advice of termination or termination of employment takes place during the final term of the School Year or the following period of school holidays, with the period of appointment not exceeding the period of the following School Year; or
- to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

10.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.

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

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

10.3.4 Subject to cl.11 – Minimum Employment Period, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in cl.45 or 50.

10.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment (where the date of cessation of employment is stated at the time of appointment)
- redundancy
- parental allowance
- sabbatical leave
- examination leave
- qualification conferral leave
- tuition fee discounts.
10.4 Casual Employee

10.4.1 The Employer may engage an Employee as a Casual Employee in accordance with this Agreement.

10.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule A, if a Casual Teacher, or Schedule B, if a Casual School Assistant. This rate of pay includes a loading in lieu of paid leave entitlements.

10.4.3 A Casual Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- non attendance time
- leave loading
- camp allowance
- public holidays
- paid personal leave
- paid compassionate leave
- sabbatical leave
- examination leave
- qualification conferral leave
- accident make-up pay
- performance and conduct management procedures
- parental allowance
- tuition fee discounts

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

10.4.5 The Employer must not employ a Casual Teacher, in such a capacity for more than 15 consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

10.4.6 The Employer will pay a Casual Teacher not less than the hourly rate of pay specified in Schedule A, provided that the minimum engagement is for not less than two hours on any day. Where the Casual Teacher is engaged for one full day, the maximum payment for the day is specified in Schedule A. The hourly and daily rates of pay include a loading in lieu of paid leave entitlements.

10.4.7 An Employer must not employ a Casual School Assistant, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing
nature which involves the performance of a regular number of hours per week or over the averaging period.

PART 2 CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

11 MINIMUM EMPLOYMENT PERIOD

11.1 An Employee’s employment is contingent upon the satisfactory completion of a minimum employment period of six (6) months.

11.2 If the Employer is to terminate the employment of an Employee during the first six (6) months of the Employee’s employment, the Employer does not need to provide the relevant notice of termination in cl.45 or 50 and does not need to comply with clause 35 – Performance and Conduct Management Procedures, any due process or performance/conduct management policies or procedures in place from time to time.

11.3 If the Employer is to terminate the employment of an Employee within the first six (6) months of the Employee’s employment commencing, the Employee is entitled to four (4) weeks’ notice or payment in lieu of notice.

11.4 If the Employee is to resign within the first six (6) months of the Employee’s employment commencing, then the Employee is required to give four (4) weeks’ notice. Where the Employee fails to give the full amount of notice, the Employer has the right to withhold monies and benefits as specified in clause 24 – Withholding of Monies.

12 REMUNERATION PACKAGING

12.1 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.

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

13 SUPERANNUATION

13.1 In accordance with the requirements of the Superannuation Guarantee legislation and regulations, the Employer offers the Employee the opportunity to choose a complying superannuation fund, excluding a fund where the Employer is required to become a participating employer, to receive the employer superannuation contribution, which is at the rate of ten (10) per cent of the Employee’s ordinary time earnings or at the rate specified by the relevant legislation, whichever is higher.

13.2 Where the Employee does not choose a complying superannuation fund, the Employer will make the Employer superannuation contribution, on behalf of the Employee, to a superannuation contribution, on behalf of the Employee, to a superannuation fund listed in cl. 18.4 of the
13.3 Where the Employer changes the superannuation fund specified in cl.13.2, the Employer will notify Employees in accordance with the legislation and regulations.

13.4 The Employer offers an Employee the opportunity to package the Employee’s remuneration to enable additional superannuation contributions to be made to the complying superannuation fund under cl.13.1 or cl.13.2, as appropriate.

14 PAYMENT ARRANGEMENTS

Salary will be paid by credit transfer to the Employee’s nominated financial institution account once every month with payment being made as nearly as possible on the 15th day of each month, including one half month in arrears and one half month in advance.

15 PERSONAL/CARER’S LEAVE

15.1 Personal/carer’s leave is as provided for the NES except where this Agreement provides ancillary or supplementary terms.

15.2 Entitlement

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

15.2.2 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 leave on a pro rata basis based on specified hours in cl.10.2.2.

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

15.2.4 Paid carer’s leave is taken by the Employee to provide care or support to a member of the Employee’s Immediate Family or a member of the Employee’s household, who requires care or support because of a personal illness or injury, or an unexpected emergency affecting the member. A Part Time Employee is entitled to paid carer’s leave on a pro rata basis based on specified hours in cl.10.2.2.

15.2.5 Where the Employee has exhausted the paid personal/carer’s leave entitlement, the Employee may take up to two (2) days’ unpaid carer’s leave per permissible occasion. Unpaid carer’s leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.

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

15.2.7 Personal/carer’s leave for an Employee accrues upon the completion of each four (4) week period of continuous service, based upon the Employee’s nominal hours of work.
15.2.8 Where an Employee's need for personal/carer’s leave (sick leave or carer’s leave) exceeds the Employee’s accrued entitlement at the time that leave is needed, an Employee is entitled to be paid sick leave or carer's leave in advance of accrual as follows:

(a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or

(b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment provided that the notice and evidentiary requirements are met.

15.3 Notice and evidentiary requirements

15.3.1 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.

15.3.2 An Employee is entitled to sick leave provided that the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer:

- for any absence of more than two (2) consecutive days;
- for any absence continuous with a public holiday or with the beginning or end of a term to which the Employee is entitled and which would not otherwise require the production of a certificate; and
- where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five (5) days in the one year.

15.3.3 An Employee is entitled to carer's leave provided that the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer, as appropriate:

- for any absence of more than two (2) consecutive days;
- for any absence continuous with a public holiday or with the beginning or end of a term to which the Employee is entitled and which would not otherwise require the production of a certificate; and
- where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five (5) days in the one year.

15.4 Special leave

15.4.1 At the commencement of a School Year, 20 per cent of an Employee’s annual personal/carer’s leave entitlement for that School Year, will be regarded as being available for special leave in
that School Year. For example, special leave for a Full Time Employee who gives service for a full School Year will be three days. An Employee who is employed on a part-time basis and/or who gives service for less than the full School Year will be entitled to pro rata of three days' special leave.

15.4.2 In any School Year, an Employee cannot access more than 20 per cent of the Employee’s annual personal/carer’s leave entitlement for that School Year as special leave.

15.4.3 An Employee must:
(a) request special leave in writing and provide the reason for requesting 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 special leave as a full day or as a half-day.

15.4.4 The Employer will grant special leave subject to:
(a) satisfaction of the application requirements, and
(b) the operational requirements of the workplace for that day or half-day.

15.4.5 For the purpose of this clause, special leave may be accessed:
(a) to attend the funeral of a person who is not a member of the Employee’s Immediate Family or household;
(b) to attend a significant family event (e.g., wedding) for a member of the Employee’s Immediate Family or household;
(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) where the Employee, or a member of the Employee’s Immediate Family or household, is experiencing family violence;
(g) for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander; or
(h) as otherwise agreed to by the Employer.

16 Compassionate Leave

16.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

16.2 Entitlement

16.2.1 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 or when the Employee’s Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

16.2.2 This leave may be taken in a single unbroken period or in separate periods of one (1) day each or as agreed by the Employer and the Employee.
16.2.3 The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

17 **Infectious Diseases Leave**

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

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

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

18 **Public Holidays**

18.1 Public holidays are provided for in the NES.

18.2 Under the NES, an Employee is entitled to the following public holidays:

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

18.3 Public holidays that occur during a period of leave for a Teacher in accordance with clause 43 – Non Attendance Time or during additional leave for a School Assistant in accordance with Schedule B do not create an additional entitlement.

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

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

18.6 An agreement made in accordance with cl.18.4 or cl.18.5 must be recorded in writing and made available to every affected Employee. Any
such agreement must be recorded in the time and wages records kept by the Employer.

19 PARENTAL LEAVE

19.1 Relationship with Act

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

19.2 Application

19.2.1 Parental leave applies to an Employee, other than a Casual Employee who is not an eligible casual employee.

19.2.2 The Employer must not fail to re-engage a Casual Employee because:

(a) the Employee or Employee’s spouse is pregnant; or
(b) the Employee is or has been immediately absent on parental leave.

19.2.3 The rights of the Employer in relation to engagement and re-engagement of a Casual Employee are not affected, other than in accordance with this clause.

19.3 Definitions

19.3.1 For the purposes of this clause, an eligible casual employee means a Casual Employee:

(a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
(b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
(c) For the purposes of this clause, continuous service means service with the Employer as an Employee during the whole of the period, including any period of authorised leave. For an eligible Casual Employee, continuous service means a period during which the Casual Employee was engaged on a regular and systematic basis by the Employer and during the casual period, the Employee had a reasonable expectation of continuing employment by the Employer.

19.3.2 A spouse includes a former spouse, a de facto spouse and a former de facto spouse.

19.4 Basic entitlement

19.4.1 Instead of the entitlement in ss.70 and 76 of the Act, an Employee, upon the completion of 12 months of continuous service with the Employer is entitled to take up to three (3) years’ unpaid parental leave in relation to the birth or adoption of a child.

19.4.2 Instead of cl 19.4.1, where an Employee’s pregnancy terminates by miscarriage or the birth of a stillborn child after more
than 20 weeks of pregnancy, and the Employee has completed not less than 12 months of continuous service with the Employer, the Employee is entitled to be absent from work on parental leave for six months following the termination, or such longer period as may be certified by the Employee’s medical practitioner. Where the Employee takes at least 14 weeks of parental leave which would otherwise be unpaid, the Employee is entitled to be paid the parental allowance in accordance with clause 20 – Parental allowance.

19.4.3 An Employee, upon completion of 12 months of continuous service with the Employer is entitled to take unpaid concurrent leave in accordance with the Act of up to eight (8) weeks during the 12-month period following the date of birth or placement of a child.

19.4.4 An Employee, who takes concurrent leave, may take a further unbroken period of unpaid birth-related or adoption-related leave in accordance with 19.4.1, provided that the period of unpaid parental leave taken by both parents of the child does not exceed three years.

19.4.5 A period of unpaid parental leave does not break the Employee’s continuity of employment but it does not count as employment or service except that the period of leave for which a parental allowance is paid pursuant to clause 20 - Parental Allowance is regarded as paid leave.

19.5 Variation of period of parental leave

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.

19.6 Returning to work after a period of parental leave

19.6.1 An Employee is requested to notify the Employer of the Employee’s intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.

19.6.2 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to s.81 of the Act, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A Part Time Teacher will be entitled to the same time fraction.

19.6.3 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee’s former position.

19.6.4 For the purposes of this clause, position includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects.

19.7 Replacement employees
19.7.1 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

19.7.2 Before an Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

19.8 Communication during parental leave

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

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

(b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

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

19.8.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer’s capacity to comply with cl. 19.8.1.

20 Parental Allowance

20.1 Where an Employee (other than a Casual or Fixed Term Employee) is granted unpaid parental leave in accordance with the Act and clause 19 – Parental Leave of this Agreement to be responsible for the care of a child, the Employee is entitled to be paid a parental allowance equivalent to the Employee’s ordinary time rate of pay for 14 weeks, provided the Employee takes a minimum period of 14 weeks’ unpaid birth-related leave following the birth of the child. The payment includes one week of annual leave accrued on 13 weeks’ leave.

20.2 Where an Employee is granted unpaid parental leave in accordance with the Act and clause 19 - Parental Leave of this Agreement to be responsible for the care of a child placed with the Employee for adoption, the Employee will be entitled to be paid a parental allowance equivalent to the Employee’s ordinary time rate of pay for 14 weeks, provided the Employee takes a minimum period of 14 weeks’ unpaid adoption-related leave following the adoption of the child. The payment includes one week of annual leave accrued on 13 weeks’ leave.

20.3 During the period of time that the Employee is in receipt of the parental allowance under cl. 20.1 or 20.2, the Employee is entitled to accrue:
20.3.1 annual leave, as defined by the Act, which is paid with the period of parental leave; and
20.3.2 personal leave, in accordance with clause 15 – Personal/Carer’s Leave of this Agreement; and
20.3.3 accrue long service leave in accordance with the Long Service Leave Act 1992 (Vic.)

20.4 Where an Employee is granted unpaid concurrent leave at the time of the birth of a child or placement of a child for adoption in accordance with the Act, the Employee is entitled to a parental allowance at the Employee’s ordinary rate of pay for up to two (2) weeks of concurrent leave, provided the leave is taken around the time of the birth or the placement of the child with the Employee.

20.5 An Employee must have a minimum of 12 months’ continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to cll.20.1, 20.2 or 20.4. Where an Employee has less than 12 months’ continuous service with the Employer following a period of parental leave, the Employee may make application for payment of the parental allowance, citing reasons in support of the payment. Payment, if any, will be at the discretion of the Employer.

20.6 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to cll.20.1 or 20.2.

20.7 The parental allowance is not payable during a period of paid leave. Where an Employee is required to take annual leave, Non Attendance Time or additional leave during shut down periods, the timing of the payment of the parental allowance will be adjusted to ensure the parental allowance as specified in cll.20.1, 20.2 and 20.4 is paid in full at the expiration of these periods of leave provided the minimum period of leave required by these subclauses is taken.

21 LONG SERVICE LEAVE

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

21.2 An Employee is entitled to long service leave:

(a) of thirteen (13) weeks upon the completion of ten (10) years of continuous employment with the Employer, and

(b) of an additional six and one-half (6.5) weeks upon the completion of each additional five (5) years of continuous employment with the Employer.

21.3 An Employee who has an entitlement to long service leave may request to take a period of leave without pay in conjunction with the period of long service leave subject to the following conditions:

(a) the Employee will return to work at the start of a school term;

(b) the total period of leave will comprise the whole term or terms;
(c) the period of leave without pay will normally be limited to the remainder of the term in which long service leave is taken;

(d) the period of leave without pay would not normally be longer than the period of long service leave; and

(e) the long service leave entitlement will be exhausted before leave without pay commences. An Employee may apply to take long service leave upon the completion of seven years of continuous employment.

21.4 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.

21.5 An Employee, other than a Teacher, whose full-time and part-time service has varied over the period of continuous employment will be paid at the proportionate rate, calculated by averaging the time fractions over the period of service.

21.6 The exception to cl.21.5 and 21.6 is that, where the entitlement under the *Long Service Leave Act 1992* (Vic), for an Employee, other than a Teacher, is more favourable to the Employee, the more favourable payment will apply.

21.7 A Teacher, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:

<table>
<thead>
<tr>
<th>Service prior to 1 February 1997</th>
<th>Employment Arrangement</th>
<th>Entitlement to Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) where all service for the period of employment ending 31 January 1997 was part-time</td>
<td>Salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay</td>
<td></td>
</tr>
<tr>
<td>(b) where full-time employment falls last</td>
<td>• leave taken from the full-time credit will be paid at the current full-time 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</td>
<td></td>
</tr>
<tr>
<td>(c) where part-time employment falls last</td>
<td>• 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, and • leave taken from the part-time credit will be paid on the basis of average</td>
<td></td>
</tr>
</tbody>
</table>
weekly hours over the last 12 months of part-time employment

(d) where the Teacher can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment

average weekly hours will be struck over the actual period of part-time employment

<table>
<thead>
<tr>
<th>Service from 1 February 1997</th>
<th>Employment Arrangement</th>
<th>Entitlement to Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time fraction has varied during service</td>
<td>payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service</td>
<td></td>
</tr>
</tbody>
</table>

21.8 Illness on Long Service Leave

21.8.1 Subject to the requirements of cl.21.6.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a Medical Practitioner of the Employer’s choice, provided the practitioner is reasonably accessible to the Employee.

21.8.2 The Employee’s application under cl.21.6.1:

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.

22 LEAVE WITHOUT PAY

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

23.1 Entitlement to accident make-up pay

23.1.1 Subject to cl.23.1.1, where an Employee becomes entitled to compensation payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) (WIRC Act), the Employer who is liable to pay the compensation will pay to the Employee accident make-up pay being an amount equivalent to the difference between:
(a) the amount of compensation payable under the WIRC Act and, in respect of an Employee who is partially incapacitated, any wages earned by that Employee; and
(b) the amount that would have been payable under the Agreement (including the Employee’s entitlement to Employer contributions to Superannuation) if the Employee had been performing his or her normal duties.

23.1.2 Accident make-up pay will be paid for period or periods in the aggregate of up to a maximum of 39 weeks, inclusive of Non Attendance Time, in respect of the same injury.

23.2 Accident make-up pay not payable

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

23.3 Accrual of entitlements during accident make-up pay

If an Employee is absent from work because of an illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then the Employee does not accrue any of the following entitlements under the Agreement or under the Act (where relevant) for the duration of any such absence:
(i) annual leave; or
(ii) paid personal/carer’s leave.

23.4 Accident make-up pay ceases

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

24 WITHHOLDING OF MONIES

24.1 Subject to cl.24.2, in the event that an Employee does not provide the full notice required by cl.45 or 50, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.
24.2 For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee from sources including (but not limited to) the following:

i. unpaid salary or;

ii. for School Assistants entitled to School Holidays pursuant to cl.49, a payment for School Holidays;

iii. any entitlement to a pro rata payment for long service leave on termination of employment (notwithstanding any inconsistent provision of the Long Service Leave Act 1992 (Vic)); and

iv. any amounts owing to the Employee for an unpaid bonus or allowance.

25 REDUNDANCY

25.1 Definition

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

25.2 Redundancy Disputes

25.2.1 Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and the Employee’s representative (if requested by any affected Employee) in good time, with relevant information:

- the reasons for any proposed redundancy;
- the number and categories of Employees likely to be affected; and
- the period over which any proposed redundancies are intended to be undertaken.

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

25.3 Transfer to lower paid duties

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

If a Part-time Teacher's hours are increased or decreased, without the Teacher's consent, by more than 25 per cent, the Teacher will be entitled to the provisions of this clause.

25.5 Severance Pay

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

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks' pay*</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks' pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 weeks' pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>8 weeks' pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>10 weeks' pay</td>
</tr>
<tr>
<td>6 years and less than 7 years</td>
<td>12 weeks' pay</td>
</tr>
<tr>
<td>7 years and less than 8 years</td>
<td>14 weeks' pay</td>
</tr>
<tr>
<td>8 years and less than 9 years</td>
<td>16 weeks' pay</td>
</tr>
<tr>
<td>9 years and less than 10 years</td>
<td>18 weeks' pay</td>
</tr>
<tr>
<td>10 years and over</td>
<td>20 weeks' pay</td>
</tr>
</tbody>
</table>

*Week's pay means the ordinary time rate of pay for the Employee concerned

For the purposes of this clause continuous service includes all service for which paid leave was applicable. Paid leave includes personal/carer's leave, infectious diseases leave, compassionate leave, annual leave, school holidays, long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the Employee. Periods of unpaid leave are not included, except at the discretion of the Employer.

25.6 Leaving during notice

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

25.7 Alternative employment

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

25.8 Time off during notice period

25.8.1 During the period of notice of termination an Employee will be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
25.8.2 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

26 ANNUAL LEAVE LOADING

26.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four (4) weeks' annual leave.

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

\[
17.5\% \times \text{Teacher’s Attendance Time (weeks)} \times 4 \times \text{Annual Salary} \\
\text{School’s Attendance Time (weeks)}
\]

\[
17.5\% \times \text{School Assistant’s Working Weeks} \times 4 \times \text{Annual Salary} \\
\text{School’s Working Weeks}
\]

Note: Where a School Assistant is entitled to 5 weeks’ annual leave, School’s Working Weeks will not be greater than 47. Where a School Assistant is entitled to School Holidays, the School’s working weeks equal to term weeks, as designated for School Assistants.

26.3 The Employer pays annual leave loading to the Employee with each salary payment throughout the School Year. The rates of pay in Schedule A – Teacher Classification and Salary structure and in Schedule B – School Assistant Classification and Salary Structure have been increased by 1.346 per cent.

27 CAMP ALLOWANCE

27.1 An Employee, other than a Casual Employee, will be entitled to be paid $85 per night in compensation for attending an overnight camp.

27.2 If a school nurse does not attend a camp, the designated first aid employee will receive an additional $15 per night.

28 MEAL ALLOWANCE

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7 p.m. on any day.

29 BREAKAGE AND LOSS

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

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

31 **COMMUNITY SERVICE LEAVE**

31.1 Community service leave is provided for in the NES.

31.2 Jury service leave

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

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

31.2.3 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.

31.2.4 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.

31.2.5 Subject to cl.31.2.2 -31.2.4, the Employer will pay an Employee granted leave pursuant to cl.31.2.1 the Employee’s normal salary during the period of authorised jury service leave provided that the Employee signs a form authorising deduction of the amount equal to the payment made by the Court Authorities from the salary payment due in the first pay period following the period of jury service leave.

31.2.6 Should the Employee not sign a form pursuant to cl.31.2.5, the Employer will pay 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.

32 **PROFESSIONAL LEARNING LEAVE**

32.1.1 An Employee will be granted up to four (4) days of leave with pay each year to attend a compulsory examination or to complete a major assessment task (comprising 40 per cent or more of the total subject assessment) in a relevant course of study approved by the Principal.

32.1.2 An application for leave must provide evidence in writing of the examination or major assessment task.

32.1.3 Leave is limited to not more than two (2) days in each semester of the School Year.

32.1.4 Untaken leave in any School Year does not accrue.
33 **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.

34 **SABBATICAL LEAVE**

34.1 An Employee may apply to the Employer to participate in an agreed sabbatical leave arrangement. The Employer may grant such leave, as a form of leave without pay, taking into account the overall needs of the School. The agreement will be in writing, setting out the period of leave to be taken.

34.2 The agreed sabbatical leave arrangement will usually be in the form of a five-year agreement. During the first four years of the agreement, the Employer agrees, if requested by the Employee, to transfer some of the Employee’s net salary (ordinarily 20 per cent) into an account nominated by the Employee and established for the purpose of funding the sabbatical leave. Sabbatical leave is taken during the fifth year of the agreement and usually commences on the first day of the School Year and continues until the end of that School Year.

34.3 The sabbatical leave year may be taken in conjunction with other forms of leave, such as long service leave, provided that the period of leave does not exceed one year unless the Employer and the Employee otherwise agree in writing.

34.4 For the purposes of all entitlements under this Agreement, the period of sabbatical leave is treated as leave without pay, which does not accrue any entitlements based on service under this Agreement or based on continuous employment under the *Long Service Leave Act 1992* (Vic.).

34.5 Prior to the sabbatical leave commencing, and given exceptional circumstances, either the Employer or the Employee may withdraw from the agreed arrangements in which case, one whole term’s notice in writing must be given setting out those exceptional circumstances.

35 **PERFORMANCE AND CONDUCT MANAGEMENT PROCEDURES**

35.1 Performance management

35.1.1 This clause will not apply to a Casual Employee or to an Employee serving a minimum period of employment pursuant to clause 11 – Minimum Employment Period of this Agreement.

35.1.2 Where the Employer is considering termination of employment for reasons related to the Employee’s performance, the Employer will implement the procedure in cl.35.1.3 or 35.1.4.

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

- the Employer’s concerns with the Employee’s performance;
- the time, date and place of the first formal meeting to discuss the Employee’s performance;
• 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; and
• the Employer’s right to terminate the employment should the procedure not resolve the Employer’s concerns.

35.1.4 Formal performance management meetings will
• include discussion of the Employer’s concerns with the Employee’s performance;
• give the Employee an opportunity to respond to the Employer’s concerns;
• include discussion of any counselling or assistance, where appropriate, available to the Employee;
• include documentation, where appropriate; and
• set periods of review, as appropriate.

35.1.5 If, following the procedure in cl.35.1.3 and 35.1.4, 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.

35.2 Conduct management

35.2.1 This clause will not apply to a Casual Employee or to an Employee serving a minimum period of employment pursuant to clause 11 – Minimum Employment Period of this Agreement.

35.2.2 Where the Employer is considering termination of employment for reasons related to an Employee’s conduct, the Employer will implement the procedure in cl.35.2.3 and cl.35.2.4.

35.2.3 The Employer will advise the Employee of:
• the Employer’s concern with the Employee’s conduct;
• the time, date and place of the meeting to discuss the Employee’s conduct;
• 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
• the Employer’s right to terminate the Employee’s employment should the Employer’s concerns not be resolved.

35.2.4 The formal conduct management meeting(s) will:
• include discussion of the Employer’s concern with the Employee’s conduct; and
• 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.

35.2.5 Concerns with an Employee’s conduct may be resolved by:
• 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;
• issuing the Employee with a warning or a final warning in writing;
• terminating the employment of the Employee in accordance with the relevant notice provision; or
• other action, appropriate to the situation.

36 CONSULTATIONS WITH EMPLOYEES

36.1 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

36.2 For a major change referred to in clause 36.1(a):

(a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
(b) clauses 36.3 to 36.9 apply.

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

36.4 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.

36.5 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.

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

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

36.8 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 36.2(a) and clauses 36.3 and 36.5 are taken not to apply.

36.9 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**

36.10 For a change referred to in cl.36.1(b):

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

(b) cl.36.11 to 36.15 apply.

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

36.12 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.

36.13 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).

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

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

36.16 For the purposes of cl 36.11 to 36.15, the Employer’s educational
timetable in respect of academic classes and student activities, which:
(a) may operate on a term, trimester, 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.

36.17 However, where a change to the educational timetable directly results
in a change to the number of ordinary hours of work of an Employee or to
the spread of hours over which the Employee’s ordinary hours, are
required to be worked, cl 36.11 to 36.15 will apply.

In this clause:
relevant Employees means the Employees who may be affected by a change
referred to in cl 36.1

37 Tuition Fee Discounts

37.1 A Full Time Employee, who enrolls a daughter at the school, is entitled to
a tuition fee discount on the following basis:

<table>
<thead>
<tr>
<th>Period of Service</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>After one year</td>
<td>20 per cent</td>
</tr>
<tr>
<td>After two years</td>
<td>30 per cent</td>
</tr>
<tr>
<td>After three years</td>
<td>40 per cent</td>
</tr>
<tr>
<td>After four years</td>
<td>50 per cent</td>
</tr>
</tbody>
</table>

37.2 The tuition fee discount will be pro rated in accordance with a Part Time
Employee’s full time equivalent time fraction.

37.3 Where both parents of a child enrolled at the School are employees of
the Employer, only one tuition fee discount applies to the child.

37.4 Where a child enrolled at the School is awarded a bursary/scholarship,
the Employee is entitled to choose whether the tuition fee discount or the
bursary/scholarship applies to the enrolment of the child.

37.5 The period of continuous service of a Fixed Term Employee completed
immediately prior to commencing ongoing full-time or part-time
employment with the School, will be included in the period of continuous
service for the purpose of the tuition fee discount.

37.6 An Employee who commences employment on or after 1 January 2013
will be responsible for the payment of Fringe Benefits Tax associated
with the tuition fee discount.
37.7 For an Employee to be entitled to the tuition fee discount, the Employee must pay the remaining portion of the tuition fee and other fees by an automatic payroll deduction.

37.8 An Employee entitled to the tuition fee discount during all period of paid leave and during a period of leave without pay of up to 12 months.

Clause 37.3 and clause 37.4 apply only to the children of staff enrolled after the date of this agreement.

38 STATEMENT OF SERVICE

The Employer, upon request from an Employee, will provide the Employee with a statement of service specifying the commencement and cessation dates of employment and a summary of the main duties and responsibilities of the Employee over the Employee’s period of employment.

39 NO EXTRA CLAIMS

It is a term of this Agreement that the Employees will not pursue any extra claims relating to salary and conditions of employment prior to the nominal expiry date of this Agreement.

PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

40 CLASSIFICATION AND SALARY

40.1 Schedule A sets out:
   • the classification structure and progression arrangements applying to a Teacher; and
   • the salary for a Teacher, including a Casual Teacher.

40.2 The rates of pay specified in Schedule A:
   (a) are inclusive of annual leave loading (17.5 per cent of 4 weeks’ annual leave); and
   (b) are in compensation for all hours worked under this Agreement.

41 HOURS OF WORK

41.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year.

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

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

41.4 The Employer will determine teaching loads as follows:
41.4.1 In Senior School, a Full Time Teacher (classroom) will teach a maximum of 16 hours and 30 minutes (Face-to-Face Teaching) per week.

41.4.2 In Junior School, a Full Time Teacher (classroom) will teach a maximum of 19 hours and 10 minutes (Face-to-Face Teaching) per week.

41.4.3 In the Early Childhood Program, a Full Time Teacher will teach a maximum of 22 hours (Student Supervision Hours) per week.

41.4.4 A Teacher in the first year of teaching experience will be entitled to a reduced Face-to-Face Teaching load of 0.9 of a Full Time Teacher.

41.4.5 In addition, up to 2.5 hours per week will be spent with students in home group, assemblies, Chapel and other pastoral and educative commitments.

41.4.6 Individual variations to these commitments must be mutually agreed between a Teacher and the Employer.

41.4.7 In addition, a Teacher will contribute to the co-curricular program of the School.

42 AVERAGING SEMESTER TEACHING ALLOCATIONS

42.1 A Full Time Teacher’s face-to-face teaching allocation will be averaged over the two semesters in the School Year. An averaged teaching allocation may be up to two periods higher in one semester provided:

(a) the teaching allocation in the other semester is correspondingly lower by up to two periods, and
(b) the teacher does not undertake yard duty or Extras during the semester with the higher teaching allocation.

42.2 The averaging arrangement in cl.42.1 may be altered by individual agreement between the Employer and the Teacher. The individually agreed arrangements will be in writing with a copy provided to the Teacher.

42.3 For the purpose of this clause, an Extra is a lesson allocated to a Teacher that is additional to the Teacher’s regular face-to-face teaching load. It does not include a lesson taken in lieu of a regular scheduled lesson.

43 NON ATTENDANCE TIME

43.1 A Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are 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.

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

43.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be
reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in cl.43.4.

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

\[
\text{Teacher’s Attendance Time } \times \text{ Non Attendance Time} \quad - \quad \text{Non Attendance Time (already taken)} \\
\text{School’s Attendance Time}
\]

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

44 **ANNUAL LEAVE**

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

44.2 A Teacher is entitled to four (4) weeks’ annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

44.3 A Teacher must take an amount of annual leave during the Shut Down Period following the end of Term 4. The Shut Down Period may differ for individual Teachers, depending on work commitments and activities. A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the Shut Down Period and defer taking the equivalent period of annual leave to another time.

44.4 A Teacher will take all accrued annual leave during the Shut Down Period.

44.5 Where a Teacher has not accrued sufficient annual leave to cover the Shut Down Period designated for the purpose of annual leave, the Teacher will be entitled to leave without pay.

44.6 If the employment of a Teacher is terminated or a Teacher resigns prior to the end of Term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to annual leave, pursuant to the following formula:

\[
\text{Teacher’s Attendance Time } \times \text{ Annual Leave} \quad - \quad \text{Annual Leave (already taken)} \\
\text{School’s Attendance Time}
\]

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

45 **NOTICE OF TERMINATION**

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

45.2 Where the Employer wishes to terminate the employment of a Teacher
serving a minimum employment period pursuant to cl.11 – Minimum Employment Period, or a Teacher wishes to resign during a minimum employment period, the period of notice is specified by cl.11.

45.3 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five (5) or more years’ continuous service with the Employer, the Employer will give one (1) full term’s notice in writing or full payment in lieu.

45.4 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six (6) months’ continuous service but less than five (5) years’ continuous service with the Employer, the Employer will give seven (7) weeks’ notice in writing, wholly within the one (1) school term or full payment in lieu.

45.5 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four (4) weeks’ notice if the Teacher being replaced provides notice to the Employer pursuant to clause 19 – Parental Leave that the Teacher being replaced wishes to return from parental leave.

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

45.7 Subject to cl.11, a Teacher must provide the Employer with a minimum of seven (7) weeks’ notice in writing with such notice to be given wholly within the one (1) school term.

45.8 The notice period in this clause and in cl.11 does not apply where the Teacher is guilty of serious misconduct.

PART 4 – CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

46 CLASSIFICATION AND SALARY

46.1 Schedule B sets out
- the classification structure for a School Assistant; and
- the salary for a School Assistant.

46.2 The rates of pay specified in Schedule B are inclusive of annual leave loading (17.5 per cent of 4 weeks’ annual leave).

47 HOURS OF WORK

47.1 The ordinary hours of work for a Full Time School Assistant will be 38 hours per week.

47.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.

47.3 Where the Employer requires a School Assistant to work reasonable
additional hours in excess of 38 hours per week, the School Assistant will be paid at the overtime rates specified in Schedule B of this Agreement.

48 **ANNUAL LEAVE**

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

48.2 A School Assistant is entitled to five (5) weeks’ annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

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

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

48.5 If the employment of a School Assistant is terminated or a School Assistant resigns prior to the end of Term 4 in any School Year or a School Assistant is employed for part only of a School Year, the School Assistant is entitled to annual leave, pursuant to the following formula:

\[
\text{School Assistant's Working Weeks x Annual Leave} - \text{Annual Leave (already taken)}
\]

\[
\text{School's Working Weeks (47)}
\]

*Note:* all amounts are expressed in weeks or part-weeks

49 **SCHOOL HOLIDAYS**

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

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

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

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

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

50.2 Where the Employer wishes to terminate the employment of a School Assistant serving a minimum employment period pursuant to clause 11 – Minimum Employment Period, or a School Assistant wishes to resign during a minimum employment period, the period of notice is specified by cl.11.

50.3 Where the Employer wishes to terminate the employment of a School Assistant, who has had more than six (6) months' continuous service with the Employer:
   (a) four (4) weeks' notice in writing, or full payment in lieu, will be provided to a School Assistant in receipt of five (5) weeks' annual leave; or
   (b) four (4) weeks' notice, wholly during the one school term, or full payment in lieu, will be provided to a School Assistant in receipt of School Holidays.

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

50.5 A School Assistant, who has had more than six (6) months’ continuous employment with the Employer, must provide the Employer with a minimum of four (4) term weeks' notice in writing.

50.6 In addition to the period of notice specified in cl.50.3, a School Assistant over 45 years of age at the time of being given notice with not less than five (5) years of continuous service will be entitled to an additional week's notice.

50.7 The notice period in this clause and in cl.11 do not apply where the School Assistant is guilty of serious misconduct.
Lowther Hall Anglican Grammar School Agreement 2017-2019

EXECUTED as an Agreement this 17th day of December 2016.

EMPLOYER REPRESENTATIVE

Signed: [Signature]
Date: 7.12.16
Name in full (printed): ELIZABETH GWENDOLYN RHODES
Position title: PRINCIPAL
Authority to sign explained: EMPLOYER REPRESENTATIVE

Address:

Witnessed by: [Signature]
Witness name in full: Amy Conroy
Witness address:

EMPLOYEE REPRESENTATIVE

Signed: [Signature]
Date: 7.12.2016
Name in full (printed): DEBORAH NILLY
Authority to sign explained: Employee member of the agreement committee

Address:

Witnessed by: [Signature]
Witness name in full: Amy Conroy
Witness address:
SCHEDULE A

TEACHER CLASSIFICATION AND SALARY STRUCTURE

A.1  Teachers with Full/Provisional Registration with the Victorian Institute of Teaching

A.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to A.1.3, and progress to Level 8 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

A.1.2 A Teacher, who has a 3-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to A.1.3, and progress to Level 8 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

A.1.3 Progression to Level 9 is dependent upon meeting the criteria in A.7.

A.1.4 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  Permission to Teach Teachers with the Victorian Institute of Teaching

A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.

A.2.2 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.

A.3  Rates of Pay

A Full Time Teacher will be paid not less than the relevant salary, inclusive of annual leave loading, specified for the Teacher's classification from 1 February of the year, as specified.

<table>
<thead>
<tr>
<th>Level</th>
<th>2016 $</th>
<th>2017 $</th>
<th>2018 $</th>
<th>2019 $</th>
</tr>
</thead>
<tbody>
<tr>
<td>LH9</td>
<td>98,990.50</td>
<td>101,712.74</td>
<td>104,509.84</td>
<td>107,383.86</td>
</tr>
<tr>
<td>LH8</td>
<td>94,429.64</td>
<td>97,488.00</td>
<td>100,644.00</td>
<td>103,411.71</td>
</tr>
<tr>
<td>LH7</td>
<td>89,931.99</td>
<td>92,405.12</td>
<td>94,946.26</td>
<td>97,557.28</td>
</tr>
<tr>
<td>LH6</td>
<td>85,649.98</td>
<td>88,005.35</td>
<td>90,425.50</td>
<td>92,912.20</td>
</tr>
<tr>
<td>LH5</td>
<td>81,571.23</td>
<td>83,814.44</td>
<td>86,119.34</td>
<td>88,487.62</td>
</tr>
<tr>
<td>LH4</td>
<td>77,687.07</td>
<td>79,823.46</td>
<td>82,018.61</td>
<td>84,274.12</td>
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<tr>
<td>LH3</td>
<td>73,987.57</td>
<td>76,022.23</td>
<td>78,112.84</td>
<td>80,260.94</td>
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<td>LH2</td>
<td>70,464.05</td>
<td>72,401.81</td>
<td>74,392.86</td>
<td>76,438.66</td>
</tr>
<tr>
<td>LH1</td>
<td>67,109.09</td>
<td>68,954.59</td>
<td>70,850.84</td>
<td>72,799.24</td>
</tr>
</tbody>
</table>

Note: The rates of pay include annual leave loading.
A.4 Weekly Rate of Pay

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

A.5 Casual Rate of Pay

The casual rate of pay is as follows:

<table>
<thead>
<tr>
<th></th>
<th>1 February 2016 $</th>
<th>1 February 2017 $</th>
<th>1 February 2018 $</th>
<th>1 February 2019 $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per hour</td>
<td>52.45</td>
<td>53.89</td>
<td>55.37</td>
<td>56.90</td>
</tr>
<tr>
<td>Per day</td>
<td>314.70</td>
<td>323.35</td>
<td>332.25</td>
<td>341.38</td>
</tr>
</tbody>
</table>

A.6 Positions of Responsibility

A.6.1 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.

A.6.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.

A.6.3 The Principal determines who is eligible for the rate of pay.

A.6.4 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. Where it is customary for a Teacher appointed to a position of responsibility to attend during the period of Non Attendance Time, this will be specified in the written advice and/or job description.

A.6.5 The maximum tenure for a position of responsibility will be three (3) years where the position of responsibility is assigned to an Employee after the commencement of this Agreement. An Employee may have successive periods of tenure for one or more positions of responsibility.

A.6.6 Allowances associated with Positions of Responsibility will rise by 3% after an individual has held the position for three (3) years. A subsequent 3% rise will be offered at the conclusion of every three (3) year period that follows.

A.7 Criteria for Level 9

A.7.1 Subject to Sch.A.7.2, a Teacher who meets the following criteria may apply in writing to the Principal for appointment to Level 9:

(a) the Teacher has completed not less than 12 months at Level 8;
(b) the Teacher has completed all school-required professional learning (eg digital learning modules, anaphylaxis training, etc.);
(c) the Teacher has successfully completed the Performance Development or Learning Team Process; and
(d) the Teacher has not been on a Performance Management Process within the last 12 months;
as at the date of application.

A.7.2 A Teacher who has applied for appointment to Level 9 will be required to undergo two classroom observations in which the Teacher will be required to demonstrate proficiency in differentiating their instruction. These observations will be undertaken by the Principal or her delegate.

A.7.3 A Teacher who meets the criteria and has demonstrated proficiency in differentiating instruction will be appointed to Level 9 for a period of four years. Prior to the end of the four-year period (i.e. during the final six months of the four-year period), a Teacher will be required to demonstrate that the Teacher still meets the criteria specified by Sch.A.7.1 (b), (c) and (d). Where the Teacher demonstrates that the criteria have been met, the Teacher will be reappointed to Level 9 for a period of four years.

A.7.4 In the event that the Teacher does not meet the criteria specified by Sch.A.7.1 (b), (c) and (d), the Teacher will be supported to achieve the criteria and will also be required to again complete the requirements set out in Sch.A.7.2 in order to have classification at Level 9 further maintained. In the event that a Teacher is unable to meet the requirements set out in Sch.A.7.1 and Sch.A.7.2 the Principal (or her delegate) will agree the most appropriate course of action to address these deficits. Where agreement cannot be reached, the Employer may implement the Performance Management Procedure under clause 35 of this Agreement.

A.7.5 A Teacher whose initial application for appointment to Level 9 is not successful, may reapply. There are no limits on the number of times a Teacher may apply for promotion to Level 9.

A.7.6 A Teacher appointed to Level 9 during 2016 will be entitled to be classified at Level 9 until the end of the 2020 school year. A Teacher will be required to undertake the process outlined in Sch.A.7.3 prior to the end of the 2020 school year (ie during the final six months of the 2020 school year).

A.7.7 A Teacher appointed to Level 9 in 2014 or 2015 will be entitled to be classified at Level 9 until the end of the 2019 school year. A Teacher will be required to undertake the process outlined in Sch.A.7.3 prior to the end of the 2019 school year (ie during the final six months of the 2019 school year).

A.7.8 A Teacher appointed to Level 9 prior to 2014 will be entitled to be classified at Level 9 until the end of the 2018 school year. A Teacher will be required to undertake the process outlined in Sch.A.7.3 prior to the end of the 2018 school year (ie during the final six months of the 2018 school year).
SCHEDULE B

SCHOOL ASSISTANT CLASSIFICATION AND SALARY STRUCTURE

B.1 Classifying school assistants

The Employer will appoint a School Assistant to the appropriate classification level based on the following and as set out at B.2 below:

- general work description
- direction received
- supervision undertaken
- indicative duties

B.2 School Assistant Classification Structure

B.2.1 Level 1 School Assistant

General Work Description
An Employee at this level is not required to have any qualifications and is required to perform any combination of a wide range of functions under direct supervision. The School Assistant, after gaining experience, may exercise some degree of autonomy and discretion. The School Assistant at this level would need little or no prior experience to perform the tasks required.

Direction
The School Assistant at this level receives specific direction meaning:
- receives instructions on what is required and how it is to be performed;
- is subject to progress checks with tasks being continuously monitored;
and
- requires basic technical knowledge or prior experience.

Supervision
The School Assistant at this level receives direct supervision from a higher level School Assistant, Teacher or Principal. The School Assistant does not supervise students without a higher level School Assistant, Teacher or Principal being present.

Indicative Duties
- Reporting damage to equipment and arranging repairs
- Assisting with record keeping
- Collecting, sorting and shelving goods as required
- Under direction, assisting with sorting and processing of catalogue cards and stocktaking
- Audio and video recording as directed
- Setting out equipment and materials for classroom/department use
- Cleaning up after classroom demonstrations/activities
- Assisting with stocktaking of equipment/materials
- Assisting with the circulation of loan items and accounting for stock
- Cataloguing and recording details of reference material
• Labelling, covering, assembling, sorting, and marking resources in accordance with manufacturer’s instructions and school procedures
• Assisting in the preparation of displays and exhibitions
• Maintaining records of overdue loans of school resource material/equipment
• Directing staff and students to resources
• Assisting with care and operation of equipment, preparing class sets for faculty use
• Assisting users with school equipment, i.e., photocopiers and basic AV equipment
• Ensuring an adequate supply of materials and equipment is available
• Assisting teaching staff and senior technical staff with enforcement of appropriate safety measures
• Assisting with use of computers; for record keeping and as used in the classroom
• Providing basic physical and emotional care for students
• Observing students and drawing the attention of the teacher to them when necessary

B.2.2 Level 2 School Assistant

General Work Description
An Employee at this level undertakes duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate or approved trade certificate or equivalent or from on the job experience considered relevant by the employer. The Employee may be required to perform any combination of a wide range of functions under routine direction but, may, after gaining experience, exercise some degree of autonomy.

Direction
The School Assistant at this Level receives routine direction meaning:
• receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach;
• is normally subject to progress checks, usually confined to the unusual or difficult aspects, and has assignments reviewed on completion; and
• has the technical knowledge and/or experience to perform basic duties usually without technical instruction.

Supervision
The School Assistant at this level receives direct supervision from a higher level School Assistant, Teacher, or Principal. The School Assistant may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc. The School Assistant at this level may be expected to supervise School Assistants from Level 1.

Indicative Duties
• Assisting teachers and students in locating reference materials using standard bibliographic tools
• Following up overdue loans
• Assisting with labelling, storage, stocktaking and ordering of equipment and materials
• Ensuring maintenance of equipment and materials
• Caring for flora and fauna
• Preparing solutions
• Maintaining inventory of equipment
• Assisting teachers in the supervision of science experiments
• Advising and assisting staff in safety matters relating to a specific functional area, e.g., handling chemicals in a science laboratory
• Assisting with the development of procedures relating to the use of equipment and materials
• Liaising with external organisations and industries for the purpose of acquiring materials and equipment
• Maintaining school attendance records
• Maintaining the first aid budget
• Ensuring first aid stock is maintained and kept up to date
• Delivering first aid
• Maintaining and managing the print room
• Producing advanced photocopy materials, e.g., school booklets, fliers
• Ordering and purchasing school supplies

B.2.3 Level 3 School Assistant

General Work Description
An Employee at this level undertakes duties which require knowledge and skills demonstrated through either:-
a) the completion of a relevant undergraduate degree from a recognised university; or
b) the completion of an advanced Diploma or Certificate IV combined with at least 5 years relevant work experience.
The Employee is required to perform a combination of a wide range of functions under direction and exercise a degree of autonomy.

Direction
The School Assistants at this Level receives some direction from a Teacher or other relevant supervisor, meaning:
• Uses own initiative to resolve problems or develop new techniques and practices; and
• Has the technical knowledge and/or experience to perform duties without technical instruction.

Supervision
The School Assistant at this Level receives direct supervision from a Teacher or other relevant supervisor. The School Assistant may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.

The School Assistant at this level may be expected to supervise School Assistants from level 1 and Level 2.

Indicative duties
A School Assistant at this Level will be provided with a specific position description that will describe the duties required.
B.3 Annual Salary

B.3.1 A Full Time School Assistant, in receipt of annual leave, will be paid not less than the relevant salary, inclusive of annual leave loading, specified for the School Assistant’s classification from 1 February of the year, as specified.

<table>
<thead>
<tr>
<th>Classification</th>
<th>2016 $</th>
<th>2017 $</th>
<th>2018 $</th>
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<tr>
<td>Level 2</td>
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</tr>
<tr>
<td>2.3</td>
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<td>50,898.04</td>
<td>52,297.74</td>
</tr>
</tbody>
</table>

Note: The rates of pay include annual leave loading.

B.3.2 A Full Time School Assistant, in receipt of School Holidays, will be paid not less than the relevant salary, inclusive of annual leave loading, specified for the School Assistant’s classification from 1 February of the year, as specified.

<table>
<thead>
<tr>
<th>Classification</th>
<th>2016 $</th>
<th>2017 $</th>
<th>2018 $</th>
<th>2019 $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 3</td>
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</tbody>
</table>

Note: The rates of pay include annual leave loading.
B.3.3 A School Assistant employed in a position that is not covered by a classification is entitled to be paid not less than a Level 1 salary.

B.4 Weekly salary

The weekly salary is calculated by dividing the annual salary by 52.18

B.5 Part time salary

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

\[
\text{Pro rata weekly salary} = \frac{\text{Total hours employed per week}}{38} \times \frac{\text{appropriate full-time weekly salary}}{52.18}\]

B.6 Incremental advancement

B.6.1 Advancement to the next increment within the appropriate Level will take place on the anniversary of a School Assistant’s first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. A School Assistant employed for 50 per cent or less of full-time working hours will be required to complete 24 months’ service before advancement.

B.6.2 Service for the purposes of this clause will include all service in any other school at the level to which the School Assistant is appointed.

B.7 Casual rate of pay

B.7.1 A Casual School Assistant will be paid an hourly rate of pay calculated as follows:

\[
\text{Annual Salary (from B.3.1)} \times 1.25
\]

B.7.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, leave loading, personal leave (including paid sick leave and paid carer’s leave) and paid compassionate leave.

B.8 Junior salary

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

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage of full-time rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years</td>
<td>50</td>
</tr>
<tr>
<td>At 17 years</td>
<td>60</td>
</tr>
</tbody>
</table>
At 18 years 70
At 19 years 80
At 20 years 90

B.9  Overtime rate of pay

Where the Employer requires the School Assistant to work hours in excess of 38 hours per week or an average thereof per fortnight or four-week period, the Employer will pay the Employee:

(a) at the rate of 150 per cent for each of the first three hours and at the rate of 200 per cent for each hour worked thereafter, with each day’s overtime standing alone; or

(b) at the rate of 200 per cent for each of overtime worked on a Sunday or a public holiday, with each day’s overtime standing alone.

B.10  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.

(c) Time off will ordinarily be taken within one month of the time worked, unless otherwise agreed in writing between the Employer and the Employee.

(d) Where there is no agreement to take time in lieu in accordance with B.10(c), the Employee will be paid overtime.

B.11  Higher duties

The Employer may temporarily direct a School Assistant to perform duties applicable to a classification higher than that of the School Assistant. However, where a School Assistant performs such duties for more than one week and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the School Assistant will be paid the rate of pay applicable to the higher classification for the whole period during which the said duties are performed.
2 March 2017

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

Dear Deputy President Dean,

Re: AG2016/7782 - Application for the approval of the *Lowther Hall Anglican Grammar School Agreement 2017-2019*

Lowther Hall Anglican Grammar School (Employer) undertakes that the dispute resolution clause (clause 9) in the *Lowther Hall Anglican Grammar School Agreement 2017-2019* will apply to settlement of disputes in relation to the National Employment Standards.

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

Yours sincerely

[Signature]

Elisabeth Rhodes
Principal