DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Plenty Valley Montessori School Association T/A Plenty Valley
International Montessori School
(AG2013/10540)

PLENTY VALLEY INTERNATIONAL MONTESSORI SCHOOL
AGREEMENT 2013 - 2015

Educational services

COMMISSIONER BISSETT MELBOURNE, 24 DECEMBER 2013

Application for approval of the Plenty Valley International Montessori School Agreement 2013 - 2015.

[1] An application has been made for approval of an enterprise agreement known as the Plenty Valley International Montessori School Agreement 2013 - 2015 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). The Agreement is a single-enterprise agreement.

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

[3] The Independent Education Union of Australia Victoria Tasmania Branch, 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) of the Act I note that the Agreement covers the organisation.

[4] The Agreement is approved. In accordance with s.54 of the Act it will operate from 31 December 2013. The nominal expiry date of the Agreement is 31 January 2016.
Plenty Valley International Montessori School Agreement 2013 – 2015

An enterprise agreement made under section 172(2) of the Fair Work Act 2009 (Cth) providing the terms and conditions of employment of teachers, school assistants and clerical employees
PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 Title
This Agreement is to be known as the Plenty Valley International Montessori School Agreement 2013 - 2015 (the Agreement) and is a single enterprise agreement made pursuant to section 172(2) of the Fair Work Act 2009 (Cth) (the Act).

2 ARRANGEMENT
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3C Salaries (Clerical Employees) for Employees with Four Weeks’ Annual Leave
4 NES Parental Leave

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, in accordance with s.54 of the Act.

3.2 The nominal expiry date of the Agreement is 31 January 2016.
4 PARTIES COVERED

4.1 This Agreement covers:
   i. the Employer; and
   ii. Employees employed in the positions of:
       a. Teachers, including Permission to Teach Teachers;
       b. School Assistants;
       c. Clerical Employees.

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

5 RELATIONSHIP TO AWARDS

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

6 DEFINITIONS

<table>
<thead>
<tr>
<th>Act</th>
<th>means the <em>Fair Work Act 2009</em> (Cth) or its successor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance Time</td>
<td>means all days of the School Year less the Non-Term Weeks and the period of annual leave</td>
</tr>
<tr>
<td>Award</td>
<td>means the following:</td>
</tr>
<tr>
<td></td>
<td>• <em>Educational Services (Teachers) Award 2010</em> and</td>
</tr>
<tr>
<td></td>
<td>• <em>Educational Services (Schools) General Staff Award 2010</em></td>
</tr>
<tr>
<td></td>
<td>or successor awards, unless separately specified</td>
</tr>
<tr>
<td>Casual Employee</td>
<td>means an Employee employed pursuant to clause 12.4 of this Agreement</td>
</tr>
<tr>
<td>Casual School Assistant</td>
<td>means a Casual Employee employed as a School Assistant</td>
</tr>
<tr>
<td>Casual Teacher</td>
<td>means a Casual Employee employed as a Teacher</td>
</tr>
<tr>
<td>Clerical Employee</td>
<td>means an Employee who is employed wholly or principally in clerical work and/or administrative work, excluding</td>
</tr>
<tr>
<td></td>
<td>• a business manager or bursar (by whatever name called),</td>
</tr>
<tr>
<td></td>
<td>• a human resource manager,</td>
</tr>
<tr>
<td></td>
<td>• a person who has delegated authority to act for the Employer from time to time in the recruitment and termination of Employees of the Employer, and</td>
</tr>
<tr>
<td></td>
<td>• an Employee with accounting responsibilities who is eligible for membership of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants, the Association of Taxation and</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Classroom Assistant</th>
<th>means an Employee who is employed as an assistant to a Teacher in a classroom</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continuous Service</td>
<td>means service during School Terms and Non-Term Weeks and all service for which paid leave was applicable (except paid parental leave). Paid leave includes personal leave (sick leave, infectious diseases leave, carer's leave and compassionate leave), 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 or paid parental leave are not included, except at the discretion of the Employer, however periods of unpaid leave or paid parental leave do not break the Employee's continuous employment</td>
</tr>
<tr>
<td>Cycle</td>
<td>means Cycles 1, 2 and/or 3 of the Montessori educational program of the School</td>
</tr>
<tr>
<td>FWC</td>
<td>means the Fair Work Commission</td>
</tr>
<tr>
<td>Due Process</td>
<td>means the process to be followed when the Employer is performance managing an Employee</td>
</tr>
<tr>
<td>Employee</td>
<td>means an employee of the Employer covered by this Agreement</td>
</tr>
<tr>
<td>Employer</td>
<td>means the Plenty Valley Montessori School Association ABN: 13005235647</td>
</tr>
<tr>
<td>Experience</td>
<td>means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment</td>
</tr>
<tr>
<td>Fixed Term Employee</td>
<td>means an Employee employed pursuant to clause 12.3 of this Agreement</td>
</tr>
<tr>
<td>Fixed Term Teacher</td>
<td>means a Fixed Term Employee employed as a Teacher</td>
</tr>
<tr>
<td>Full Time Employee</td>
<td>means an Employee employed pursuant to clause 12.1 of this Agreement.</td>
</tr>
<tr>
<td>Full Time Teacher</td>
<td>means a Full Time Employee employed as a Teacher</td>
</tr>
<tr>
<td>IFA</td>
<td>means an individual flexibility arrangement made in accordance with clause 11 of this Agreement</td>
</tr>
<tr>
<td>Immediate Family</td>
<td>means</td>
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<tr>
<td>------------------</td>
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<tr>
<td></td>
<td>• 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 lives with the Employee as his or her husband or wife, whether same sex or opposite sex, on a bona fide domestic basis, although not legally married to the Employee; and</td>
</tr>
<tr>
<td></td>
<td>• child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, a grandchild or a sibling of the Employee or spouse or de facto partner of the Employee</td>
</tr>
</tbody>
</table>

<p>| NES | means the National Employment Standards under Part 2-2 of Division 2 of the Act |
| Non-Term Weeks | means periods of time that fall outside of School Terms |
| Outside School Hours Care School Care (OSHC) Program | means an out of school hours program for students in Cycles 1, 2 and 3 |
| Part Time Employee | means an Employee employed pursuant to clause 12.2 of this Agreement |
| Part Time Teacher | means a Part Time Employee employed as a Teacher |
| Part Time Teacher in Cycle 1 | means a Part Time Teacher who leads the Montessori program for children aged 3 – 5 years |
| 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 is employed to teach in the educational program |
| Playgroup Program | means a program for 0 – 3 aged children |
| Principal | means the Principal of Plenty Valley International Montessori School or his or her nominee |
| Recognised Montessori Qualification | Means a teaching diploma awarded by the Association Montessori Internationale (AMI) or a diploma or graduate diploma awarded by the Montessori World Educational Institute (MWEI) |
| Registered Health Practitioner | means a person registered as a registered health practitioner under the Health Professions Registration Act 2005 (Vic.) |
| School | means Plenty Valley Montessori School Association ABN 13005235647 trading as Plenty Valley International Montessori School |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Assistant</td>
<td>means an Employee who is ancillary to the process of teaching and includes Classroom Assistants, assistants employed in the OSHC Program or the Playgroup Program, counsellors, guidance officers, curriculum facilitators, library technicians, librarians, special education personnel, teacher aides (including integration aides), and extension education co-ordinators</td>
</tr>
<tr>
<td>School Terms</td>
<td>means the weeks in the School Year that students are required to attend School as set out in the school calendar for the School</td>
</tr>
<tr>
<td>School Year</td>
<td>means the twelve months from the day that Employees are required to attend the School for the new educational year</td>
</tr>
<tr>
<td>Specialist Teaching Staff</td>
<td>means an Employee who is employed to teach LOTE, music, art or sport</td>
</tr>
<tr>
<td>Teacher</td>
<td>means an Employee 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 <em>Education and Training Reform Act 2006</em> (Vic) (or its successor) and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called</td>
</tr>
<tr>
<td>Victorian Institute of Teaching</td>
<td>means the statutory authority for the registration of teachers established pursuant to the <em>Education and Training Reform Act 2006</em> (Vic)</td>
</tr>
</tbody>
</table>

7 **NES**

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:

(a) ancillary or supplementary terms in respect of the NES, and

(b) enterprise specific detail where it deals with a matter provided for in the NES.

8 **DISPUTE RESOLUTION PROCEDURE**

8.1 In relation to any matter arising out of this Agreement or in relation to a term of the NES that may be in dispute ('the matter') between the Employer and an Employee(s) ('the parties') as parties to this Agreement, the parties will undertake the following steps:

8.1.1 **Step 1**

Every attempt will be made to resolve the matter by discussions between the Employer and the Employee(s) directly involved at the School. This does not preclude the right of either party to seek advice from outside the School, nor does it necessitate such an approach where this is impracticable.
8.1.2 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.

8.1.3 Step 3
Where the Employer and the Employee(s) are unable to resolve the matter at Step 2, they may agree to refer it to a mutually acceptable mediator for resolution.

8.1.4 Step 4
In the event that Steps 1, 2 and 3 fail to resolve the matter it may be referred by either party to the FWC. The FWC will be empowered to arrange conferences including mediation or conciliation with the parties or their representatives at which the FWC is present to assist the parties to resolve the matter. If mediation/conciliation fails to resolve the matter, the dispute may be resolved by arbitration. The FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective and which it has the power to exercise by law.

While the parties are trying to resolve the dispute using the procedures in this clause Employees must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety.

The parties may be represented by a representative of their choice during the dispute resolution process.

The matter should not be referred by either party to the FWC prior to the completion of Steps 1 and 2 and 3.

For the avoidance of doubt, the FWC can only deal with disputes under this clause that it is permitted to deal with under the Act.

9 Consultation

9.1 This clause applies if:

9.1.1 the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

9.1.2 the change is likely to have a significant effect on Employees of the Employer’s enterprise.

9.2 In this clause a major change is likely to have a significant effect on Employees if it results in:

9.2.1 the termination of the employment of Employees; or
9.2.2 major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or

9.2.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

9.2.4 the alteration of hours of work; or

9.2.5 the need to retrain Employees; or

9.2.6 the need to relocate Employees to another workplace; or

9.2.7 the restructuring of jobs.

9.3 In this clause Relevant Employees means the Employees who may be affected by the major change.

9.4 The Employer must notify the Relevant Employees of the decision to introduce the major change.

9.5 The Relevant Employees may appoint a representative for the purposes of the procedures in this clause.

9.6 If:

9.6.1 a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and

9.6.2 the Relevant Employee or Relevant Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

9.7 As soon as practicable after making its decision, the Employer must discuss with the Relevant Employees:

9.7.1 the introduction of the major change;

9.7.2 the effect the major change is likely to have on the Relevant Employees;

9.7.3 measures the Employer is taking to avert or mitigate any adverse effect of the change on the Relevant Employees.

9.8 For the purposes of the discussions referred to in clause 9.7, the Employer must provide, in writing, to the Relevant Employees:

9.8.1 all relevant information about the major change including the nature of the change proposed; and

9.8.2 information about the expected effects of the change on the Relevant Employees; and

9.8.3 any other matters likely to affect the Relevant Employees.
9.9 The Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

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

10 CONSULTATIVE COMMITTEE

10.1 Purpose of consultation

For the purpose of this clause, the parties adopt the following comments made by Smith C. in CPSU, the Community and Public Sector Union v Vodafone Network Pty Ltd (Print PR911257) “Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker...Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals.”

10.2 Formation of Consultative Committee

10.2.1 Following commencement of this Agreement, the Employer will establish a Consultative Committee.

10.2.2 The Consultative Committee will comprise:

- the Principal;
- two (2) nominees of the Principal;
- three (3) nominees of the Employees with such nominees to be Employees.

10.2.3 The term of office of the Consultative Committee members will be two (2) years.

10.2.4 The Chairperson of the Consultative Committee will be the Principal, except where the Principal nominates another person or agrees that the Chairperson can be elected from the Consultative Committee members.

10.2.5 The Consultative Committee will meet at least once every semester unless otherwise called by the Principal/Chairperson or by at least three (3) members of the Consultative Committee.

10.2.6 Minutes of meetings of the Consultative Committee will be made.

10.2.7 To facilitate the consultative process, where practicable, the Principal should if requested, provide information that is reasonable and relevant to the matters being considered by the Committee provided that the Principal will not provide information that is confidential and/or commercially sensitive (as determined by the Principal) or provide information in breach of applicable privacy legislation.
10.3 Role of the Consultative Committee

10.3.1 The Consultative Committee provides a forum for discussion, which is open and transparent, with respect to issues of major change such as:

- Employee Workload
- Face to Face Teaching
- Class Sizes
- Position of Leadership

10.3.2 The Consultative Committee may make recommendations to the Principal, although the Principal is a member of the Consultative Committee.

10.4 Role of the Principal

10.4.1 The Principal, as the Employer's representative, has ultimate administrative and operational responsibility for decisions made at the school level.

10.4.2 The Principal, who is a member of the Consultative Committee, will consider recommendations made by a majority of the Consultative Committee, but the ultimate decision will be made by the Principal.

11 Flexibility Term

11.1 Terms of the IFA

11.2 The Employer and an Employee may agree to make an IFA to vary the effect of terms of this Agreement if:

11.2.1 the IFA deals with one or more of the following:

11.2.1.1 overtime rates;
11.2.1.2 allowances; and
11.2.1.3 leave loading;

11.2.2 the IFA meets the genuine needs of the Employer and the Employee; and

11.2.3 the IFA is genuinely agreed to by the Employer and the Employee.

11.3 Compliance with the Act

11.3.1 The Employer must ensure that the terms of any IFA entered into under this clause:

11.3.2 are about matters that would be permitted under section 172 of the Act; and

11.3.3 are not unlawful terms under section 194 of the Act; and

11.3.4 result in the relevant Employee being better off overall than the Employee would be if no IFA was made.
11.4 Requirements of an IFA

11.4.1 The Employer must ensure that an IFA made with an Employee:
11.4.2 is in writing;
11.4.3 includes the name of the Employer and the Employee;
11.4.4 is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
11.4.5 includes details of:
   11.4.5.1 the terms of the Agreement that will be varied;
   11.4.5.2 how the IFA will vary the effect of the terms;
   11.4.5.3 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 IFA; and
11.4.6 the day on which the IFA commences.

11.5 Copies of the IFA

11.5.1 The Employer will give the relevant Employee a copy of the IFA within 14 days after it is agreed to.
11.5.2 A copy of the IFA will also be kept as part of the Employer's records.

11.6 Termination of the IFA

11.6.1 The Employer or the Employee may terminate the IFA:
11.6.2 by giving 28 days' written notice to the other party to the IFA; or
11.6.3 if the Employer and the Employee agree in writing at any time.

12 Modes of Employment

The Employer may employ a Full Time Employee, Part Time Employee, Fixed Term Employee 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.

12.1 Full Time Employees

12.1.1 The Employer may engage an Employee on a full time basis in accordance with this Agreement.

12.2 Part Time Employees

12.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.
12.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Teacher, the Employer
will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken.

12.2.3 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 12.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher’s face-to-face teaching hours are deemed to be 23 hours primary.

\[
\text{hours of face-to-face teaching} \times \frac{\text{annual salary}}{\text{hours of Full Time Teacher’s face-to-face teaching}}
\]

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

12.2.5 The Employer cannot vary a Part-time Teacher’s teaching load or days of attendance unless:

12.2.5.1 the Teacher consents; or

12.2.5.2 where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer provides seven term weeks’ notice in writing, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven weeks.

12.2.6 If a Part-time Teacher’s hours are increased or decreased, without their consent, by more than 25 per cent, then the Teacher will be entitled to the provisions of clause 27 – Redundancy.

12.2.7 Where a Part-time Teacher is required by the Principal (in writing) to attend a staff meeting or a professional learning activity on a day that the Teacher does not ordinarily attend, the Teacher will be entitled to payment at the Teacher’s ordinary hourly rate for the hours specified in writing.

12.3 Fixed Term Employee

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

- to replace one or more Employees who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation; 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.

12.3.2 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.
12.3.3 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.

12.3.4 The termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or earlier in accordance with clause 13 (where applicable), or the appropriate notice of termination provisions in clauses 46, 51 or 57 provided that any notice period given does not extend beyond the expiration date of the employment.

12.3.5 A Fixed Term Employee is not entitled to redundancy entitlements or paid parental leave under this Agreement.

12.4 Casual Employee

12.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

12.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule 1B.4, 2B.5, 3B.5 or 3C.5, as applicable. This rate of pay includes a loading in lieu of paid leave entitlements.

12.4.3 The Employer will engage a Casual Employee for a full day or, if less than a full day, on an hourly basis, provided that a Casual Employee engaged on an hourly basis will be paid for a minimum of three hours.

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

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- Non-Term Weeks
- leave loading
- public holidays
- paid personal leave
- paid compassionate leave
- paid parental leave
- accident make-up pay

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

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

12.4.7 The 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 37.5 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

13 MINIMUM EMPLOYMENT PERIOD

13.1 An Employee’s employment is contingent upon the satisfactory completion of a minimum employment period of six months.

13.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee’s employment, the Employer does not need to provide the relevant notice of termination in clause 46, 51 or 57 and does not need to comply with any Due Process or performance management policies or procedures in place from time to time.

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

<table>
<thead>
<tr>
<th>Employee</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher</td>
<td>7 weeks</td>
</tr>
<tr>
<td>School Assistant</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Clerical Employee</td>
<td>1 week</td>
</tr>
</tbody>
</table>

13.4 If the Employee is to resign within the first six months of the Employee’s employment commencing, then the Employee is required to give the same notice required of the Employer in clause 13.3 above.

14 REMUNERATION PACKAGING

14.1 Upon receiving a written election for a remuneration packaging arrangement from an 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.

14.2 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.

15 **SUPERANNUATION**

The Employer makes an employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by an Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to The Non-Government Schools Superannuation Fund (NGS Super) or a successor fund.

16 **PAYMENT ARRANGEMENTS AND SUMMARY OF ACCRUED LEAVE ENTITLEMENTS**

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

16.2 A summary of accrued leave entitlements will be issued to Employees on a six monthly basis.

17 **PERSONAL LEAVE**

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

17.2 Entitlement

17.2.1 An Employee other than a Casual Employee is entitled to a paid personal leave entitlement, which includes both sick and carer’s leave.

17.2.2 Personal leave is cumulative.

17.2.3 For all Full Time Employees, the personal 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 of the applicable full-time entitlement.

17.2.4 Paid personal leave can be taken by the Employee because of a personal illness or injury.

17.2.5 Paid carer’s leave is taken by the Employee to provide care or support to a member of the Employee’s Immediate Family or a member of the Employee’s household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A Part Time Employee is entitled to paid carer’s leave on a pro rata basis based on the applicable full-time entitlement.

17.2.6 Where an Employee has exhausted their paid carer’s leave entitlement, the Employee can take 2 days’ unpaid carer’s leave per occasion needed. Where the Employee has exhausted their paid carer’s leave and unpaid carer’s leave entitlements, the Principal may grant further unpaid leave.
17.2.7 Where the member of an Employee's Immediate Family is sick and requires their care and support an Employee can request a period of part time work be approved. This would be at the discretion of the Principal.

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

17.2.9 The amount of personal leave, an Employee may take depends upon how long the Employee has worked for the Employer and accrues as follows:

17.2.9.1 in the first year of service, six days during the first term worked and thereafter, three days at the commencement of each subsequent School Term; and

17.2.9.2 in the second and subsequent year of service, 15 days at the commencement of that year.

17.2.10 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.

17.2.11 An Employee is entitled to personal leave provided that:

17.2.11.1 the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer for any absence of more than two consecutive days;

17.2.11.2 the Employee provides a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer for any absence continuous with a holiday (beginning or end of a term or a public holiday) to which the Employee is entitled and which would not otherwise require the production of a certificate; and

17.2.11.3 the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

18 Compassionate Leave

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

18.2 Entitlement
18.2.1 An Employee may take 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.

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

18.2.3 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.

19  **Infectious Diseases Leave**

19.1 An Employee who is suffering from one of the infectious diseases listed below 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.

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

20  **Employee Well-Being Days**

20.1 An Employee is entitled to leave for the purpose of maintaining personal well-being as follows:

20.1.1 a Full Time Employee is entitled to one half-day per term. For a Teacher, the well-being day is to be taken on the same day as the Teacher has a scheduled time release;

20.1.2 a Part Time Employee, who has not less than a 0.5 time fraction, is entitled to one half-day per semester.

20.2 A well-being half-day:

20.2.1 must be taken within the allocated term or semester;

*Plenty Valley International Montessori School Agreement 2013 – 2015*
20.2.2 is not cumulative; and

20.2.3 must be requested in writing, with reasonable notice being given to the Principal.

20.3 The Principal will approve the timing of a well-being half-day at his/her discretion, subject to the operational requirements of the School.

21 **PUBLIC HOLIDAYS**

21.1 Public holidays are provided for in the NES.

21.2 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.

21.3 Public holidays that occur during a period of leave for Employees in accordance with clauses 45, 50 or 56 do not create an additional entitlement.

21.4 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.

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

21.6 An agreement made in accordance with clauses 21.4 or 21.5 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.

22 **PARENTAL LEAVE**

22.1 Parental leave is as provided for in the NES, which is reproduced as it was on 1 July 2013 in Schedule 4 – NES Parental Leave to this Agreement, except where this clause provides ancillary or supplementary terms.

22.2 Application

22.2.1 Parental leave under the NES applies to an Employee, other than a Casual Employee who is not an eligible casual employee.

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

22.2.2.1 the Employee or Employee’s spouse is pregnant; or
22.2.2.1 the Employee is or has been immediately absent on parental leave.

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

22.3 Definitions

22.3.1 For the purposes of this clause, child is defined by the NES.

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

22.3.2.1 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

22.3.2.2 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.

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

22.4 Basic entitlement

22.4.1 An Employee, upon the completion of 12 months of continuous service with the Employer or who is an eligible casual employee, is entitled to up to 24 months' parental leave in relation to the birth or adoption of a child. This entitlement equates to the maximum entitlement available under the NES. This can take the form of:

22.4.1.1 up to 104 weeks of birth-related or adoption-related leave to be responsible for the care of the child; or

22.4.1.2 concurrent leave of up to eight weeks which may be taken in separate periods but, unless the Employer agrees, two weeks may be taken as single weeks and each subsequent period must not be shorter than two weeks. Unless the Employer agrees, concurrent leave must not start before the date of birth of the child or the day of placement of the child.

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

22.5 Payment of Parental Leave

22.5.1 Where an Employee, other than a Casual Employee (including an eligible casual employee), is granted birth-related or adoption-related leave to be responsible for the care of the child in accordance with this Agreement, the Employee will be paid at their ordinary weekly rate for up to 14 weeks.
22.5.2 Employees are required to return to work between periods of parental leave for at least the equivalent of four School Terms to qualify for a subsequent payment under this clause.

22.5.3 An Employee who is not the primary care giver of the child, will be entitled to payment for two weeks of concurrent leave, which may be taken in a single period or in two separate periods at the time of the birth or placement of the child.

22.5.4 Personal leave, annual leave (pro rata of four weeks) and long service leave accrue during the period of paid parental leave.

22.5.5 All other parental leave granted in accordance with this clause and the Agreement will be unpaid.

22.6 Right to request

22.6.1 Additional Parental Leave

22.6.1.1 Subject to clause 22.6.1.1, an Employee entitled to parental leave pursuant to this clause may request the Employer to allow the Employee to extend the period of parental leave available under clause 22.4, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities.

22.6.1.2 An application under clause 22.6.1.1 may be made at any time from the time of the application for the period of long parental leave but must be made not less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

22.6.2 Part Time Work

22.6.2.1 Subject to clause 22.6.2.2, an Employee entitled to parental leave pursuant to the provisions of this clause may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the age a child is required to attend school to assist the Employee in reconciling work and parental responsibilities. The request from the Employee should detail the part-time fraction and the reasonable spread of hours sought.

22.6.2.2 An application pursuant to clause 22.6.2.1 must be made as soon as possible but no less than three weeks prior to the date upon which the Employee is due to return to work from parental leave.
22.6.3 Request to be considered

22.6.3.1 The Employer shall consider any request made pursuant to clauses Error! Reference source not found. or 22.6.2 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

22.6.3.2 An Employee's request and the Employer's decision made pursuant to clauses Error! Reference source not found. or 22.6.2 must be recorded in writing.

22.7 Communication during parental leave

22.7.1 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:

22.7.1.1 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

22.7.1.2 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.

22.7.2 The Employer shall take reasonable steps to inform the Employee 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.

22.7.3 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 clause 22.7.1.

22.8 Pregnant Employee commencing parental leave within six weeks before the birth

Subject to s.73 of the Act, and unless otherwise agreed between the Employer and the Employee, a pregnant Employee may commence birth-related leave at any time within six weeks immediately prior to the expected date of birth.

22.9 Unpaid special maternity leave

22.9.1 Unpaid special maternity leave is provided in accordance with s.80 of the Act.

22.9.2 Where an Employee not then on birth-related leave suffers illness related to her pregnancy, she may take any paid personal/carer's leave to which she is then entitled and such further unpaid special
maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid personal/carer’s leave, special maternity leave, birth-related leave and birth-related leave taken by a spouse may not exceed 104 weeks.

22.10 Unpaid pre-adoption leave

22.10.1 An Employee is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of unpaid leave.

22.10.2 Where agreement cannot be reached under cl.22.10.1, the Employee is entitled to take up to two days of unpaid leave in accordance with s.85(1) of the Act.

22.10.3 In accordance with s.85(2) of the Act, where paid leave is available to the Employee, the Employer may direct the Employee to take such leave instead.

23 **Long Service Leave**

23.1.1 An Employee is entitled to long service leave. Section 113 of the Act specifies the entitlement to long service leave. This Agreement will prevail over the LSL Act in the event of any inconsistency.

23.1.2 An Employee is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment for any period of employment commencing after 1 January 1980. An Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.

23.1.3 Accrued long service leave will be accessible after the completion of 7 years of continuous service on a pro-rata basis of the entitlement after ten years of continuous employment.

23.1.4 Accrued long service leave will be paid in lieu where an Employee’s employment is terminated after seven years of continuous employment for any reason other than for serious misconduct.

23.1.5 Accrued long service leave can only be taken in minimum of 4 week lengths.

23.1.6 Employees who accrue 15 or more weeks of long service leave entitlement must take at least one full School Term of long service leave within 2 years of the 15 week entitlement being reached, unless otherwise agreed with the Principal.

23.1.7 Where an Employee does not take long service leave in accordance with clause 23.1.6, the Principal may direct the Employee to take not less than one full School Term of long service leave.

23.1.8 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.
23.1.9 An Employee other than a Teacher, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.

23.1.10 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>Entitlement to Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employment Arrangement</strong></td>
<td></td>
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<tr>
<td>(a) where all service for the</td>
<td>Salary is calculated</td>
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<tr>
<td>period of employment ending 31</td>
<td>using the average</td>
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<td>January 1997 was part-time</td>
<td>weekly hours over the</td>
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<td>actual service and</td>
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<td>average weekly hours</td>
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<td>by the current</td>
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<td>hourly rate of pay</td>
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<td>(b) where full-time employment</td>
<td>• leave taken from the</td>
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<td>salary, and</td>
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<td>part-time employment,</td>
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<td>the average number of</td>
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<td>hours for the period</td>
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<td>of part-time employment</td>
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<td>employment commenced.</td>
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<td>(c) where part-time employment</td>
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<td>termination of</td>
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<td>employment.</td>
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</table>
(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

<table>
<thead>
<tr>
<th>Service from 1 February 1997</th>
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<tbody>
<tr>
<td><strong>Employment Arrangement</strong></td>
</tr>
<tr>
<td>Time fraction has varied during service</td>
</tr>
</tbody>
</table>

23.2 Illness on Long Service Leave

23.3 Subject to the requirements of clause 23.4, 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 reaccumulated to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer’s choice, provided the practitioner is reasonably accessible to the Employee.

23.4 The Employee's application under clause 23.3:

23.4.1 must be received by the Employer during the period of illness or injury;

23.4.2 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

23.4.3 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.

24 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).
25 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

25.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Accident Compensation Act 1985 (Vic), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

25.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the Accident Compensation Act 1985 (Vic), then:

25.2.1 the Employee accrues the following entitlements only during the period of accident make-up pay:
   25.2.1.1 annual leave; or
   25.2.1.2 paid personal/carer’s leave; and

25.2.2 the Employee is not entitled to any payment or benefit in respect of any Non-Term Weeks (if the Employee is a Teacher or a School Assistant) which fall during the period that the Employee is in receipt of weekly payments under the Accident Compensation Act 1985 (Vic).

26 WITHHOLDING OF MONIES

26.1 Subject to clause 26.2, in the event that an Employee does not provide the full notice required by clauses 46, 51 or 0 as applicable, 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.

26.2 Clause 26.1 does not entitle the Employer to withhold any monies owing to an Employee to the extent to which it would result in the Employer failing to comply with applicable legislation.

26.3 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:
   26.3.1 unpaid salary or wages;
   26.3.2 for Employees entitled to Non-Term Weeks, a payment for Non-Term Weeks;
   26.3.3 for Employees entitled to annual leave, a payment for annual leave;
   26.3.4 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
   26.3.5 any amounts owing to the Employee for an unpaid bonus or allowance.
27 REDUNDANCY

27.1 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 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.

27.2 Redundancy Consultation

Where the Employer has made a definite decision that the Employer no longer wishes the job an Employee has been doing done by anyone and that decision may lead to termination of employment, the Employer will hold discussions in accordance with clause 9 of this Agreement.

27.3 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties because the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by anyone 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.

27.4 Part-time Teacher

If a Part-time Teacher’s hours are increased or decreased, without their consent, by more than 25 per cent, then the Teacher will be entitled to the provisions of clause 27 – Redundancy.

27.5 Severance Pay

The severance payment for an Employee whose employment is terminated because of redundancy will be in accordance with the following scales, which replace the provision 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>7 weeks’ pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>10 weeks’ pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>12 weeks’ pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>14 weeks’ pay</td>
</tr>
<tr>
<td>6 years and over</td>
<td>16 weeks’ pay</td>
</tr>
</tbody>
</table>

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If an Employee is over 45 years of age

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>5 weeks' pay*</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>8.75 weeks' pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>12.5 weeks' pay</td>
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<tr>
<td>4 years and less than 5 years</td>
<td>15 weeks' pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>17.5 weeks' pay</td>
</tr>
<tr>
<td>6 years and over</td>
<td>20 weeks' pay</td>
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</tbody>
</table>

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

For the purposes of this clause continuous service has the meaning given in clause 6 of this Agreement.

27.6 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 clause 27.4 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.

27.7 Alternative employment
The Employer, in a particular redundancy case, is not obliged to pay severance pay if the Employer obtains appropriate alternative employment.

27.8 Time off during notice period

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

27.8.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

28 ANNUAL LEAVE LOADING

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

28.2 A Teacher who is employed for part only of a School Year is entitled to be
paid leave loading as follows:

\[
17.5\% \text{ of working weeks} \times 4 \times \frac{\text{Annual Rate of Pay}}{\text{Number of School's Term Weeks}} = 52.18
\]

28.3 A School Assistant or Clerical Employee in receipt of paid Non-Term Weeks who is employed for part only of a School Year is entitled to be paid leave loading as follows:

\[
17.5\% \text{ of working weeks} \times 4 \times \frac{\text{Annual Rate of Pay}}{39} = 52.18
\]

28.4 A Clerical Employee in receipt of four weeks annual leave who is employed for part only of a School Year is entitled to be paid leave loading as follows:

\[
17.5\% \text{ of working weeks} \times 4 \times \frac{\text{Annual Rate of Pay}}{48} = 52.18
\]

28.5 An Employee who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.

28.6 An Employer may pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December or to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

28.7 Upon termination of an Employee's employment an Employee will be paid any accrued but unused annual leave entitlements. Employees whose employment ceases after the commencement of third term will also receive a pro-rata entitlement to annual leave loading.

29 **Meal Allowance**

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

30 **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.
31 PARKING FEES

Employees will be reimbursed for parking fees incurred in the course of approved work related duties as agreed by the Principal.

32 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.

33 COMMUNITY SERVICE LEAVE

33.1 Community service leave

Community service leave is provided for in the NES.

33.2 Jury service leave

33.2.1 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.

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

33.2.3 The 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.

33.2.4 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.

33.2.5 Subject to clauses 33.2.2 to 33.2.4, an Employer will reimburse the Employee granted leave pursuant to clause 33.2.1 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.

33.2.6 As an alternative to clause 33.2.5, where an Employee prior to proceeding on jury service leave signs a form authorising deduction of an amount equivalent to the jury service payment made by the Court Authorities from the first salary payment following the period of leave, the Employer will pay the Employee’s normal salary to the Employee during the period of jury service.

34 EXAMINATION LEAVE

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

An Employee will be granted leave with pay for up to one day for the purpose of course of study.

SABBATICAL LEAVE

An Employee is entitled to apply to the Employer to participate in an agreed sabbatical leave arrangement. The Principal may grant such leave as a form of leave without pay, taking into account the overall needs of the School.

CAMP ALLOWANCE

37.1 Employees will be paid an allowance of $55.00 per night for attendance at school camps or overnight activities, other than professional development.

37.2 Employees attending camps of four days duration will be entitled to one day’s paid leave on the day immediately following the end of the camp, if that day is a school day.

TRAINING

38.1 Subject to the Principal’s agreement, the Employer will contribute toward the costs of related texts and the course costs of Employees who are completing additional studies or participating in approved professional development activities.

38.2 When the Employer requires an Employee to complete their particular Montessori qualifications, the Employer will pay the costs of related texts and the course costs. The Employer will also grant an Employee undergoing approved Montessori training, time off to a maximum of half a day a fortnight, as study leave.

38.3 The payment of Montessori training costs as set out in clauses 38.1 and 38.2 is subject to the conditions at clauses 38.4 and 38.5.

38.4 If an Employee resigns from their employment at the Employer within one year of completion of the qualification referred to in clause 38.2 the Employer is entitled to withhold payment of up to an amount equivalent to 85% of the course and related texts costs that have been paid by the Employer. This amount will be deducted from the Employee’s accrued entitlements.

38.5 If an Employee resigns from their employment at the Employer after one year but less than two years following the completion of the qualification referred to in clause 38.2 the Employer is entitled to withhold payment of up to an amount equivalent to 50% of the course and related texts costs that have been paid by the Employer. This amount will be deducted from the Employee’s accrued entitlements.
39 **LETTER OF APPOINTMENT**

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

39.2 For a Teacher, the letter of appointment will state the classification and rate of pay on commencement, the face-to-face teaching load and details of the extra-curricular commitment.

39.3 A Part-time Teacher’s letter of appointment will also include the teaching load expressed as a percentage of a full-time teaching load in the School. The extra-curricular commitment will be proportionate to their teaching load.

39.4 For a School Assistant or Clerical Employee, the letter of appointment will state the Employee’s classification, rate of pay and hours of work upon commencement and whether Employee is full-time or part-time.

39.5 For a Part-time School Assistant or Clerical Employee, the Employer and the Employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the Employee will work, the number of weeks of the School Year the Employee will work and the starting and finishing times each day.

40 **STATEMENT OF SERVICE**

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

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

41 **CHILDCARE PROVISION**

The Employer will provide childcare at no cost in the OSHC Program for Employees that are required to attend meetings out of work hours provided that the child is eligible for and a vacancy exists in the OSHC Program. If the child is not eligible for the OSHC Program and no other arrangements can be made, the Employer will cover the cost of reasonable childcare at the Principal’s discretion, provided that such cost does not reach a level that would attract a fringe benefits tax liability with respect to any individual Employee.

42 **MEAL BREAKS**

An Employee is entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.
PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

This Part only applies to Teachers.

43 CLASSIFICATIONS AND SALARY

43.1 Schedule 1A sets out the classification structure and progression arrangements.

43.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.

43.3 The salary specified in Schedule 1B is in compensation for all hours worked under this Agreement.

43.4 The salary specified in Schedule 1B at the commencement of the Agreement will be increased as follows from the first pay period commencing on or after the specified date:

<table>
<thead>
<tr>
<th>Student enrolment (FTE) (Note 1)</th>
<th>2013 28 January % (Note 2)</th>
<th>2014 1 February %</th>
<th>2015 1 February %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 180</td>
<td>2.8</td>
<td>2.8</td>
<td>2.8</td>
</tr>
<tr>
<td>180 - 199</td>
<td>2.8 + 0.3</td>
<td>2.8 + 0.3</td>
<td>2.8 + 0.3</td>
</tr>
<tr>
<td>200 or more</td>
<td>2.8 + 0.6</td>
<td>2.8 + 0.6</td>
<td>2.8 + 0.6</td>
</tr>
</tbody>
</table>

Note 1: The full-time equivalent (FTE) student enrolment in Cycles 1, 2 and 3 will be measured at the end of Week 2 in Term 1 of each year for the increase to be applied from the specified date for that year.

Note 2: For Teachers who were employees over the period from 14 December 2012 to 29 January 2013 and as at the first day of the 2013 school year, a back payment equal to 2.8 per cent of salary will be made. The initial instalment (50%) will be paid with second salary payment after the Employees have approved the making of this Agreement. The final instalment (50%) will be paid with the fourth salary payment after the Employees have approved the making of this Agreement, provided this Agreement has been approved by the FWC. If this Agreement is not approved by that pay period, then the payment will take place on the first pay period after this Agreement has been approved by the FWC.

44 HOURS OF WORK

44.1 The ordinary hours of work for a Full Time Teacher are 37.5 hours per week averaged over a period of 12 months. The averaging period will be the School Year.

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

44.3 The Principal will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

44.4 Time Release

44.4.1 In order to provide time for planning, preparation and other organisational matters, full time classroom Teachers are entitled to two hours per week release time from their class room teaching duties, usually to be scheduled in the afternoon.

44.4.2 Teachers are not obliged to remain on site during this release time but must inform the Principal if they intend to leave the school premises.

44.4.3 Part-time Teachers are to be allocated pro-rata release time according to their time fraction.

44.4.4 Part time Employees who are Specialist Teaching Staff will not be required to teach any classes in the first week of each academic term but are required to use this time for preparation.

45  ANNUAL LEAVE AND NON-TERM WEEKS

45.1 Application

This clause applies to Full Time Teachers and Part Time Teachers.

45.2 Entitlement

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

45.2.2 A Teacher is not required to attend at the School during Non-Term Weeks, except where the Teacher is required to perform such professional duties as are reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.

45.2.3 A Teacher other than in the circumstances prescribed in clause 45.2.4 is entitled to Non-Term Weeks but, with the exception of time taken as annual leave, Non-Term Weeks are not authorised leave for the purposes of the NES. A Teacher's entitlement to four weeks' annual leave must be taken during Non-Term Weeks and specifically in the four-week period immediately following the final term week of the current School Year, unless otherwise agreed with the Employer.

45.2.4 The Employer may reduce a Teacher's entitlement to Non-Term Weeks where a Teacher has taken paid parental leave in accordance with clause 22.5 or unpaid leave pursuant to clause 17 (Personal
Leave) or clause 24 (Leave Without Pay) in excess of ten working
days in any School Year.

45.2.5 A Teacher's entitlement to Non-Term Weeks which has been reduced
at the Employer's discretion under clause 45.2.4 will be calculated on
the basis of one third of the weeks worked by the Teacher (excluding
Non-Term Weeks and periods of paid parental leave and unpaid
leave).

45.2.6 Where a Teacher's entitlement to Non-Term Weeks has been reduced
pursuant to clause 45.2.4, the period which but for that reduction
would have been paid Non-Term Weeks will be unpaid leave but will
be counted as service for all purposes of this Agreement.

45.3 Part-time teacher's entitlement

A Part Time Teacher employed pursuant to clause 12.2 is entitled to Non-
Term Weeks on a pro rata basis of the Full Time Teacher's entitlement.

45.4 Employment for less than a School Year

A Teacher who is employed for part only of a School Year will be paid a pro
rata entitlement to Non-Term Weeks calculated on the basis of one third of
the weeks worked by the Teacher for the part of the School Year (excluding
Non-Term Weeks and periods of paid parental leave and unpaid leave), at the
rate of pay applicable at the time of the Non-Term Weeks or at the time that
employment is terminated.

46 NOTICE OF TERMINATION

The Employer may only terminate a Teacher's employment for reasons of
redundancy, unsatisfactory performance or conduct or for serious misconduct
except if the Teacher is serving a minimum employment period.

46.1 Where the Employer wishes to terminate the employment of a Teacher
serving a minimum employment period pursuant to clause 13, or a Teacher
wishes to resign while serving a minimum employment period pursuant to
clause 13, the period of notice is specified by clause 13.

46.2 Where the Employer wishes to terminate the employment of a Teacher,
where the Teacher has had five or more years' continuous service with the
Employer, the Employer will give a full term's notice in writing or full payment
in lieu.

46.3 Where the Employer wishes to terminate the employment of a Teacher,
where the Teacher has had more than six months' continuous service but less
than five years' continuous service with the Employer, the Employer will give
seven weeks' notice in writing wholly within the one School Term, or full
payment in lieu.
46.4 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks’ notice if the Teacher being replaced provides notice to the Employer that the Teacher being replaced wishes to return from parental leave.

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

46.6 Subject to clause 13, a Teacher, other than a Teacher holding a Recognised Montessori Qualification, must provide the Employer with a minimum of seven weeks’ notice in writing. A Teacher holding a Recognised Montessori Qualification must provide the Employer with a minimum of seven weeks’ notice wholly within the one school term in writing.

46.7 The notice periods in this clause and in clause 13 do not apply where the Teacher is guilty of serious misconduct.

46.8 Where termination takes place for reasons of redundancy, clause 27 will apply. Where a Teacher's employment is terminated for reasons of redundancy, the Teacher will still be entitled to notice of termination in accordance with this clause.

46.9 Where termination takes place for reasons related to performance or conduct, the Employer will apply a process that includes the provisions outlined in clause 46.10.

46.10 Commencement of Due Process

46.10.1 Where a Teacher’s performance is not at the standard that is required by the Employer or the Teacher engages in conduct inconsistent with accepted standards (misconduct), the Employer will discuss the issue(s) with the Teacher.

46.10.2 When discussing issues of unsatisfactory performance or misconduct with the Teacher, the Employer will advise the Teacher of what the Teacher has done or not done that is considered to be unsatisfactory performance or misconduct.

46.10.3 If possible, the Teacher should be given specific examples of their unsatisfactory performance or misconduct. The allegation of unsatisfactory performance or misconduct may be put to the Teacher either verbally or in writing.

46.10.4 The Teacher should be given an opportunity to respond to the allegations of unsatisfactory performance or misconduct. The Teacher may be requested to do this verbally or in writing.

46.10.5 Depending on the circumstances surrounding the issue of unsatisfactory performance or misconduct, the Employer may consider terminating the Teacher’s employment. If this is the case, the Teacher should be put on notice that this could be a likely outcome.
46.10.6 Depending on the unsatisfactory performance or misconduct complained of and the Teacher’s response to the allegations, the Employer may decide to either:

46.10.6.1 formally warn the Teacher and give the Teacher a second chance; or

46.10.6.2 terminate the Teacher’s employment, except that where the issue is unsatisfactory performance the Employer will warn the Teacher about the Teacher’s unsatisfactory performance before the termination.

PART 4 – CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

This Part only applies to Employees employed as School Assistants.

47  CLASSIFICATIONS AND SALARIES

47.1 Schedule 2A sets out the classification structure of a School Assistant.

47.2 All School Assistants are entitled to Non-Term Weeks.

47.3 The salary specified in Schedule 2B at the commencement of the Agreement will be increased as follows from the first pay period commencing on or after the specified date:

<table>
<thead>
<tr>
<th>Student enrolment (FTE)</th>
<th>2013 28 January %</th>
<th>2014 1 February %</th>
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</tr>
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<td>2.8 + 0.6</td>
<td>2.8 + 0.6</td>
<td>2.8 + 0.6</td>
</tr>
</tbody>
</table>

Note 1: The full-time equivalent (FTE) student enrolment in Cycles 1, 2 and 3 will be measured at the end of Week 2 in Term 1 of each year for the increase to be applied from the specified date for that year.

Note 2: For School Assistants who were employees over the period from 14 December 2012 to 29 January 2013 and as at the first day of the 2013 school year, a back payment equal to 2.8 per cent of salary will be made. The initial instalment (50%) will be paid with second salary payment after the Employees have approved the making of this Agreement. The final instalment (50%) will be paid with the fourth salary payment after the Employees have approved the making of this Agreement, provided this Agreement has been approved by the FWC. If this Agreement is not approved by that pay period, then the payment will take place on the first pay period after this Agreement has been approved by the FWC.
48 **HOURS OF WORK**

48.1 The ordinary hours of work for a Full Time School Assistant will be 37.5 hours per week.

48.2 The ordinary hours of work may be averaged over a fortnight.

48.3 The Employer may require a School Assistant to work reasonable additional hours, in accordance with the arrangement specified in Schedule 2B.

49 **ANNUAL LEAVE**

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

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

49.3 A School Assistant must take annual leave during Non-Term Weeks.

49.4 Where a School Assistant has not accrued sufficient annual leave to be taken during Non-Term Weeks, the School Assistant will be entitled to leave which will be unpaid.

49.5 A School Assistant who is employed for part only of a School Year will be paid a pro rata annual leave entitlement calculated on the basis of one twelfth of the School Assistant's number of working weeks (excluding paid Non-Term Weeks) at the rate of pay applicable at the time leave is taken or employment terminated.

50 **NON-TERM WEEKS**

50.1 A School Assistant is entitled to paid Non-Term Weeks, which are inclusive of annual leave, if specified at the time of employment or during a period of employment.

50.2 The salary for a School Assistant in Schedule 2B takes this period of Non-Term Weeks into account.

50.3 A School Assistant is entitled to public holidays that fall during Non-Term Weeks but they do not create any additional entitlements.

50.4 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 Non-Term Weeks with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the Non-Term Weeks or at the time that employment is terminated. The formula to calculate an entitlement to Non-Term Weeks in accordance with this clause is as follows:
51 NOTICE OF TERMINATION

51.1 Where the Employer wishes to terminate the employment of a School Assistant serving a minimum employment period pursuant to clause 13, or a School Assistant wishes to resign during a minimum employment period pursuant to clause 13, the period of notice is specified by clause 13.

51.2 Where the Employer wishes to terminate the employment of a School Assistant, who has had more than six months’ continuous service with the Employer, four weeks’ notice in writing, or full payment in lieu, will be provided to the School Assistant. Where a School Assistant is entitled to Non-Term Weeks, notice is to be given wholly within the one School Term.

51.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B that a School Assistant would have received by working during the notice period if the School Assistant’s employment had not been terminated.

51.4 A School Assistant, who has had more than six months’ continuous employment with the Employer, must provide the Employer with a minimum of four weeks’ notice in writing.

51.5 In addition to the period of notice specified in clause 51.2, a School Assistant over 45 years of age at the time of being given notice with not less than 2 years of continuous service will be entitled to an additional week’s notice.

51.6 The notice period in this clause and in clause 13 do not apply where the School Assistant is guilty of serious misconduct.

51.7 Where termination takes place for reasons related to performance or conduct, the Employer will apply a process that includes the provisions outlined in clause 51.8.

51.8 Commencement of Due Process

51.8.1 Where a School Assistant’s performance is not at the standard that is required by the Employer or the School Assistant engages in conduct inconsistent with accepted standards (misconduct), the Employer will discuss the issue(s) with the School Assistant.

51.8.2 When discussing issues of unsatisfactory performance or misconduct with the School Assistant, the Employer will advise the School Assistant.
Assistant of what the School Assistant has done or not done that is considered to be unsatisfactory performance or misconduct.

51.8.3 If possible, the School Assistant should be given specific examples of their unsatisfactory performance or misconduct. The allegation of unsatisfactory performance or misconduct may be put to the School Assistant either verbally or in writing.

51.8.4 The School Assistant should be given an opportunity to respond to the allegations of unsatisfactory performance or misconduct. The School Assistant may be requested to do this verbally or in writing.

51.8.5 Depending on the circumstances surrounding the issue of unsatisfactory performance or misconduct, the Employer may consider terminating the School Assistant's employment. If this is the case, the School Assistant should be put on notice that this could be a likely outcome.

51.8.6 Depending on the unsatisfactory performance or misconduct complained of and the School Assistant's response to the allegations, the Employer may decide to either:

51.8.6.1 formally warn the School Assistant and give the School Assistant a second chance; or

51.8.6.2 terminate the School Assistant's employment, except that where the issue is unsatisfactory performance the Employer will warn the School Assistant about the School Assistant's unsatisfactory performance before the termination.

52  HIGHER DUTIES

52.1 The Employer may direct that a School Assistant temporarily performs duties applicable to a classification higher than that of a School Assistant.

52.2 Where a School Assistant performs such duties for more than five consecutive days 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 higher duties are performed.

PART 5 – CONDITIONS OF EMPLOYMENT FOR CLERICAL EMPLOYEES

This Part only applies to Clerical Employees.

53  CLASSIFICATIONS AND SALARIES

53.1 Clerical Employees are divided into two categories:

53.1.1 Clerical Employees who are entitled to paid Non-Term Weeks, which include annual leave, where the Clerical Employee is not required to work (Clerical Employee entitled to paid Non-Term Weeks); and

53.1.2 Clerical Employees who are entitled to four weeks' annual leave and are required to work during Non-Term Weeks in accordance with
clause 55.1 (Clerical Employee entitled to four weeks annual leave).

53.2 Schedule 3A sets out the classification structure for all Clerical Employees.

53.3 Schedule 3B sets out the salary scale for a Clerical Employee entitled to paid Non-Term Weeks.

53.4 Schedule 3C sets out the salary scale for a Clerical Employee entitled to four weeks' annual leave.

53.5 The salary specified in Schedules 3B and 3C at the commencement of the Agreement will be increased as follows from the first pay period commencing on or after the specified date:

<table>
<thead>
<tr>
<th>Student enrolment (FTE) (Note 1)</th>
<th>2013 % (Note 2)</th>
<th>2014 %</th>
<th>2015 %</th>
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<tbody>
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</tr>
<tr>
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</tbody>
</table>

Note 1: The full-time equivalent (FTE) student enrolment in Cycles 1, 2 and 3 will be measured at the end of Week 2 in Term 1 of each year for the increase to be applied from the specified date for that year.

Note 2: For Clerical Employees who were employees over the period from 14 December 2012 to 29 January 2013 and as at the first day of the 2013 school year, a back payment equal to 2.8 per cent of salary will be made. The initial instalment (50%) will be paid with second salary payment after the Employees have approved the making of this Agreement. The final instalment (50%) will be paid with the fourth salary payment after the Employees have approved the making of this Agreement, provided this Agreement has been approved by the FWC. If this Agreement is not approved by that pay period, then the payment will take place on the first pay period after this Agreement has been approved by the FWC.

54 HOURS OF WORK

54.1 The ordinary hours of work for a Clerical Employee employed as a Full Time Employee will be 37.5 hours per week.

54.2 The ordinary hours of work may be averaged over a fortnight.

54.3 The Employer may require a Clerical Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 3B.

54.4 Unless otherwise agreed pursuant to clause 54.5, a Clerical Employee's
ordinary hours of work will be between 8.00 a.m. and 6.00 p.m. from Monday to Friday.

54.5 To the exclusion of clause 54.4, the Employer and a Clerical Employee may agree upon the arrangement for the Clerical Employee's ordinary hours of work, including but not limited to:

54.5.1 daily starting and finishing times;

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

54.5.3 attendance at School meetings; and

54.5.4 flexible work arrangements.

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

55 **ANNUAL LEAVE**

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

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

55.3 A Clerical Employee must take annual leave during a shutdown period. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the Clerical Employee works.

55.4 Where a Clerical Employee has not accrued sufficient annual leave to be taken during the shutdown period, the Clerical Employee will be entitled to leave which will be unpaid.

56 **NON-TERM WEEKS**

56.1 A Clerical Employee is entitled to paid Non-Term Weeks, which are inclusive of annual leave, if specified at the time of employment or during a period of employment.

56.2 The salary for a Clerical Employee in Schedule 3B takes this period of Non-Term Weeks into account.

56.3 A Clerical Employee is entitled to public holidays that fall during Non-Term Weeks but they do not create any additional entitlements.

56.4 A Clerical Employee 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 Non-Term Weeks with the calculation
Based upon the proportion of weeks worked at the rate of pay applicable at
the time of the Non-Term Weeks or at the time that employment is terminated.
The formula to calculate an entitlement to Non-Term Weeks in accordance
with this clause is as follows:

\[
\begin{align*}
\text{Number of working weeks excluding paid Non-Term Weeks} & \quad - \text{Non-Term Weeks already paid} \\
3 & \\
\end{align*}
\]

57 NOTICE OF TERMINATION

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

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>Over 1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 years of completed service</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

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

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

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

57.5 The Employer and a Clerical Employee may agree in writing to vary the
period of notice required under clauses 57.1 and 56.2, provided that the
agreed period of notice will not be less than that required by this Agreement.

57.6 The notice period in this clause and in clause 13 do not apply where the
Clerical Employee is guilty of serious misconduct.

57.7 Where termination takes place for reasons related to performance or conduct,
the Employer will apply a process that includes the provisions outlined in
clause 57.8.
57.8 Commencement of Due Process

57.8.1 Where a Clerical Employee’s performance is not at the standard that is required by the Employer or the Clerical Employee engages in conduct inconsistent with accepted standards (misconduct), the Employer will discuss the issue(s) with the Clerical Employee.

57.8.2 When discussing issues of unsatisfactory performance or misconduct with the Clerical Employee, the Employer will advise the Clerical Employee of what the Clerical Employee has done or not done that is considered to be unsatisfactory performance or misconduct.

57.8.3 If possible, the Clerical Employee should be given specific examples of their unsatisfactory performance or misconduct. The allegation of unsatisfactory performance or misconduct may be put to the Clerical Employee either verbally or in writing.

57.8.4 The Clerical Employee should be given an opportunity to respond to the allegations of unsatisfactory performance or misconduct. The Clerical Employee may be requested to do this verbally or in writing.

57.8.5 Depending on the circumstances surrounding the issue of unsatisfactory performance or misconduct, the Employer may consider terminating the Clerical Employee’s employment. If this is the case, the Clerical Employee should be put on notice that this could be a likely outcome.

57.8.6 Depending on the unsatisfactory performance or misconduct complained of and the Clerical Employee’s response to the allegations, the Employer may decide to either:

57.8.6.1 formally warn the Clerical Employee and give the Clerical Employee a second chance; or

57.8.6.2 terminate the Clerical Employee’s employment, except that where the issue is unsatisfactory performance the Employer will warn the Clerical Employee about the Clerical Employee’s unsatisfactory performance before the termination.
EXECUTED as an Agreement this day of 2013.

EMPLOYER REPRESENTATIVE

Signed: 

Date: 18/12/2013

Name in full (printed): MATTHEW CRAIG SHAW

Position title: FINANCE AND PROJECT MANAGER

Authority to sign explained: MEMBER OF EXECUTIVE

Address: UNIT 1/170-184 ST HELENA RD GREGSBOROUGH 3088

Witnessed by: 

Witness name in full: FELICIA CHEAH

Witness address: 3/3 LEEDS ST, DONCASTER EAST 3109

EMPLOYEE REPRESENTATIVE

Signed: 

Date: 18/12/13

Name in full (printed): LAUREN SKIDMORE

Position title: LEARNING SUPPORT WELFARE TEAM LEADER

Authority to sign explained: STAFF DELEGATE AUTHORIZED REPRESENTATIVE

Address: 18 GEORGE ST KINNAREE 3763

Witnessed by: 

Witness name in full: SUE LIMBERLEY

Witness address: 18 Hopeatoon Court WESTMEADOWS 3049
SCHEDULE 1A – CLASSIFICATION STRUCTURE (TEACHERS)

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

1A.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 1A.1.3, progress to Level 10 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.

1A.1.2 In addition to the qualification in 1A.1.1, a Teacher who holds a Masters degree in education from an Australian university (or equivalent) or, in the opinion of the Principal, an equivalent qualification in Montessori education, upon commencement of employment, will commence at Level 2 and subject to 1A.1.3, progress to Level 10 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.

1A.1.3 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.

1A.1.4 A Teacher, who has a Recognised Montessori Qualification will commence at one level above the level described in 1A.1.1 & 1A.1.2

1A.2 Permission to Teach Teachers with the Victorian Institute of Teaching

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

1A.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.
SCHEDULE 1B – SALARIES (TEACHERS)

1B.1 Annual Salary

The annual salary for a Full-time Teacher will be increased during the term of this Agreement from the first pay period commencing on or after the specified date, in accordance with the following table.

<table>
<thead>
<tr>
<th>FTE Student Enrolment (Cycles 1, 2 &amp; 3)</th>
<th>28 January 2013 %</th>
<th>1 February 2014 %</th>
<th>1 February 2015 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 180 students</td>
<td>2.8</td>
<td>2.8</td>
<td>2.8</td>
</tr>
<tr>
<td>180 – 199 students</td>
<td>2.8 + 0.3</td>
<td>2.8 + 0.3</td>
<td>2.8 + 0.3</td>
</tr>
<tr>
<td>200 or more students</td>
<td>2.8 + 0.6</td>
<td>2.8 + 0.6</td>
<td>2.8 + 0.6</td>
</tr>
</tbody>
</table>

Note: The FTE student enrolment in Cycles 1, 2 and 3 is determined at the end of Week 2 of Term 1 in each of 2013, 2014 and 2015.

The following table provides the annual salary for a Full Time Teacher from the first pay period commencing on or after the specified date, unless the FTE student enrolment provides an additional increase of 0.3 or 0.6 per cent.

<table>
<thead>
<tr>
<th>Level</th>
<th>28 January 2013 $</th>
<th>1 February 2014 $</th>
<th>1 February 2015 $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>60,693.12</td>
<td>62,392.53</td>
<td>64,139.52</td>
</tr>
<tr>
<td>2</td>
<td>64,201.68</td>
<td>65,999.33</td>
<td>67,847.31</td>
</tr>
<tr>
<td>3</td>
<td>66,030.50</td>
<td>67,879.35</td>
<td>69,779.97</td>
</tr>
<tr>
<td>4</td>
<td>67,913.79</td>
<td>69,815.38</td>
<td>71,770.21</td>
</tr>
<tr>
<td>5</td>
<td>69,849.52</td>
<td>71,805.31</td>
<td>73,815.86</td>
</tr>
<tr>
<td>6</td>
<td>71,839.72</td>
<td>73,851.23</td>
<td>75,919.06</td>
</tr>
<tr>
<td>7</td>
<td>74,426.17</td>
<td>76,510.10</td>
<td>78,652.38</td>
</tr>
<tr>
<td>8</td>
<td>76,734.03</td>
<td>78,882.58</td>
<td>81,091.29</td>
</tr>
<tr>
<td>9</td>
<td>79,112.82</td>
<td>81,327.98</td>
<td>83,605.16</td>
</tr>
<tr>
<td>10</td>
<td>87,044.87</td>
<td>89,482.17</td>
<td>91,987.67</td>
</tr>
</tbody>
</table>

1B.2 Weekly Salary

The weekly salary is calculated by dividing the annual rate of pay by 52.18 or the fortnightly pay by 26.09.

1B.3 Annual Leave Loading

The annual salary in 1B.1 does not include annual leave loading.
### 1B.4 Casual Rate of Pay

Teachers who work full days will be paid in accordance with the Per Day rates below. Teachers who work less than full days will be paid an hourly rate for all hours worked in accordance with the Per Hour rates below:

<table>
<thead>
<tr>
<th></th>
<th>1/2/2013</th>
<th>1/2/2014</th>
<th>1/2/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(2.8%)</td>
<td>(2.8%)</td>
</tr>
<tr>
<td>Per Day</td>
<td>$280</td>
<td>$288</td>
<td>$296</td>
</tr>
<tr>
<td>Per Hour</td>
<td>$37.33</td>
<td>$38.40</td>
<td>$39.46</td>
</tr>
</tbody>
</table>
SCHEDULE 2A – CLASSIFICATION STRUCTURE (SCHOOL ASSISTANTS)

2A.1 Classifying School Assistants

2A.1.1 Positions for School Assistants will be classified in accordance with the following criteria.

2A.1.2 Gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as “typical” at each of the grades. A position need not involve all the duties listed as “typical” of the grade nor are the typical duties the only ones which may be required.

2A.1.3 Upon engagement, the Employer will inform a School Assistant of the classification grade and the rate of pay applying to that classification.

2A.2 Grade 1 (Entry Level)

2A.2.1 General work description

This classification applies to Employees who are engaged in routine duties requiring no specific skill, prior experience or prior training. On the job training will be provided. The Employee may be undertaking external training.

At the conclusion of the established training period or on successful completion of the training program, or on attaining satisfactory progress towards the acquisition of a relevant qualification, the Employee will progress to the next Grade. The maximum duration for appointment at this level is one year.

Routine tasks associated with the position include:
- general assistance of a supportive nature for teaching staff as directed including:
- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities eg. pupil records, collections etc.
- collect and distribute stock and equipment
- assist teachers with care of children on School excursions, sports days, and other out of classroom activities
- assist in the OSHC Program
- lead the Playgroup Program.

2A.2.2 Direction

The Employee at this Grade requires direct supervision meaning:
- The work performed is checked regularly;
- The choice of actions required is clear;
- Routines are established, methods and procedures are predictable.

2A.2.3 Supervision

The Employee at this Grade receives direct supervision from a higher level Assistant (excluding Grade Two), Teacher or Principal. This Employee does not supervise...
students without a higher Grade Assistant, Teacher or Principal being present. An Assistant at this Grade shall not supervise other Assistants.

2A.2.4 Experience/Qualifications

An Assistant at this Grade has no relevant experience or qualification to perform the tasks required.

2A.3 Grade 2

2A.3.1 General Work Descriptions
An Assistant at this Grade is not required to have any qualifications and is required to perform any combination of a wide range of functions under direct supervision. The Assistant, after gaining experience, may exercise some degree of autonomy and discretion. The Assistant at this Grade would need little or no prior experience to perform tasks required.

2A.3.2 Direction

The Assistant at this Grade receives specific direction meaning:
- receives instructions of what is required and how it is to be performed
- is subject to progress checks with tasks being continually monitored
- requires basic technical knowledge or prior experience.

2A.3.3 Supervision

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

2A.4 Grade 3

2A.4.1 General Work Description

An Assistant at this Grade 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 Principal. The Assistant 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.

2A.4.2 Direction

The Assistant at this Grade receives routine direction meaning:
- receives instructions of what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of the approach;
- is normally subject to progress checks usually confined to the unusual or difficult aspects, and has assignments reviewed on completion;
- has the technical knowledge and/or experience to perform basic duties usually without instructions.
2A.4.3 Supervision

The Assistant at this Level receives direct supervision from a higher Grade Assistant, Teacher or Principal. The 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 Assistant at this Grade may be expected to supervise Assistants from Grade 1 or 2.

2A.5 Grade 4

2A.5.1 General work descriptions

The Assistant, in addition to the knowledge and skills required at Grade 3, is required to undertake duties needing additional experience or knowledge such as may be gained by the completion of a relevant three year post-secondary qualification or from on the job experience considered relevant by the Principal.

The Assistant is often required to exercise significant initiative and discretion and is required to demonstrate expertise.

2A.5.2 Direction

The Assistant at this Grade receives general direction meaning:
- receives general instructions, usually covering only the broader technical aspects of the work;
- may be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made;
- although technically competent and well experienced, may on occasion, receive more detailed instructions.

2A.5.3 Supervision

The Assistant at this Grade receives little direct supervision and is expected to take significant initiative and responsibility but is still responsible to a Teacher or Principal. The 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 Assistant at this Grade may be expected to supervise Assistants from Grade 1, 2 or 3 and could have:
- Technical responsibilities in the Library, Laboratory or Information Technology area; or
- Specialist expertise in assisting students in the classroom or;
- Senior responsibilities in office administration.
SCHEDULE 2B – SALARIES (SCHOOL ASSISTANTS)

2B.1 Annual Salary

2B.1.1 A Full time School Assistant in receipt of Non-Term Weeks will be paid not less than the relevant salary specified for the School Assistant’s classification and experience level.

The annual salary for a Full-time School Assistant in receipt of Non-Term Weeks will be increased during the term of this Agreement from the first pay period commencing on or after the specified date, in accordance with the following table.

<table>
<thead>
<tr>
<th>FTE Student Enrolment (Cycles 1, 2 &amp; 3)</th>
<th>28 January 2013 %</th>
<th>1 February 2014 %</th>
<th>1 February 2015 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 180 students</td>
<td>2.8</td>
<td>2.8</td>
<td>2.8</td>
</tr>
<tr>
<td>180 – 199 students</td>
<td>2.8 + 0.3</td>
<td>2.8 + 0.3</td>
<td>2.8 + 0.3</td>
</tr>
<tr>
<td>200 or more students</td>
<td>2.8 + 0.6</td>
<td>2.8 + 0.6</td>
<td>2.8 + 0.6</td>
</tr>
</tbody>
</table>

Note: the FTE student enrolment in Cycles 1, 2 and 3 is determined at the end of Week 2 of Term 1 in each of 2013, 2014 and 2015.

The following table provides the annual salary for a Full Time School Assistant in receipt of Non-Term Weeks from the first pay period commencing on or after the specified date, unless the FTE student enrolment provides an additional increase of 0.3 or 0.6 per cent.

<table>
<thead>
<tr>
<th>Grade</th>
<th>28 January 2013 $</th>
<th>1 February 2014 $</th>
<th>1 February 2015 $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>39,218.47</td>
<td>40,316.59</td>
<td>41,445.45</td>
</tr>
<tr>
<td>In second year of experience</td>
<td>40,421.44</td>
<td>41,553.24</td>
<td>42,716.73</td>
</tr>
<tr>
<td>In third year of experience</td>
<td>41,613.43</td>
<td>42,778.61</td>
<td>43,976.41</td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>42,817.78</td>
<td>44,016.68</td>
<td>45,249.15</td>
</tr>
<tr>
<td>Grade 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>44,603.69</td>
<td>45,852.60</td>
<td>47,136.47</td>
</tr>
<tr>
<td>In second year of experience</td>
<td>46,228.74</td>
<td>47,523.14</td>
<td>48,853.79</td>
</tr>
<tr>
<td>In third year of experience</td>
<td>47,592.58</td>
<td>48,925.17</td>
<td>50,295.07</td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>48,956.41</td>
<td>50,327.19</td>
<td>51,736.35</td>
</tr>
<tr>
<td>Grade 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>49,940.80</td>
<td>51,339.14</td>
<td>52,776.63</td>
</tr>
<tr>
<td>In second year of experience</td>
<td>50,757.43</td>
<td>52,178.64</td>
<td>53,639.64</td>
</tr>
<tr>
<td>In third year of experience</td>
<td>52,188.64</td>
<td>53,649.92</td>
<td>55,152.12</td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>53,658.34</td>
<td>55,160.77</td>
<td>56,705.27</td>
</tr>
</tbody>
</table>

| Grade 4 |
| In first year of experience | 55,123.91 | 56,667.38 | 58,254.07 |
| In second year of experience | 56,560.60 | 58,144.30 | 59,772.34 |
| In third year of experience | 59,966.08 | 61,645.13 | 63,371.19 |
| In fourth year of experience | 61,437.65 | 63,157.90 | 64,926.32 |

2B.1.2 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Grade 1 salary.

2B.2 Weekly Salary

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

2B.3 Part Time Salary

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

\[
\text{Total hours employed per week} \times \frac{x}{37.5} \text{ appropriate full-time weekly salary}
\]

2B.4 Incremental advancement

2B.4.1 Advancement to the next increment within the appropriate classification 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 40 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

2B.4.2 Service for the purposes of this clause will include all service in any other school at the Grade to which the School Assistant is appointed.

2B.4.3 The Principal will consider a School Assistant's previous relevant experience and relevant, non-Montessori based, post-secondary qualifications held by a School Assistant entering the school when determining that School Assistant's position on the Increment scale.

2B.5 Casual Rate of Pay

2B.5.1 A Casual School Assistant will be paid an hourly rate of $1/37.5\text{th}$ of the weekly rate for the employee's classification, plus 25 per cent.
2B.5.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or Non-Term Weeks, leave loading, personal leave (including paid sick leave and paid carer’s leave) and paid compassionate leave.

2B.6 Overtime Rate of Pay

2B.6.1 Overtime rates

A Part-time or Full-Time School Assistant will be paid overtime for all authorised work in excess of 37.5 hours per week or an average of 37.5 hours per week over a fortnight as follows:

- Monday – Friday: 150% of the ordinary hourly rate of pay for the first three hours and 200% of the ordinary hourly rate of pay after that;
- Saturday: 150% of the ordinary hourly rate of pay for the first three hours and 200% of the ordinary hourly rate of pay after that;
- Sunday: 200% of the ordinary hourly rate of pay;
- Public holidays: 250% of the ordinary hourly rate of pay.

2B.6.2 Calculation of overtime

Overtime will be calculated daily.

2B.6.3 Time off instead of overtime payment

2B.6.3.1 The Employer and a School Assistant may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed in excess of 37.5 ordinary hours.

2B.6.3.2 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.

2B.6.3.3 Where a School Assistant and the Employer have agreed to time off instead of overtime payment and such time has not been taken within four weeks of accrual or by the time agreed in writing between the School Assistant and the Employer, the Employer must, if requested by the School Assistant, provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked.

2B.7 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 Schedule 2A of this 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>
<tr>
<td>At 18 years</td>
<td>70</td>
</tr>
<tr>
<td>At 19 years</td>
<td>80</td>
</tr>
<tr>
<td>At 20 years</td>
<td>90</td>
</tr>
</tbody>
</table>

2B.8 Reasonable Additional Hours

Where the Principal requires a Part-time School Assistant to work ad hoc additional hours up to a maximum of 37.5 per work or an average of 37.5 per week over a fortnight, the School Assistant will be paid a loading of 25% of their ordinary hourly rate for each additional hour worked. This payment is made in lieu of proportionate adjustments to other entitlements.

2B.9 Leading the Program Allowance

Assistants in Cycle 1 will be paid a loading of 50% of their ordinary hourly rate if they are required by the Principal to lead the Montessori program in a classroom at any time between 9.00 am and 12.15 pm.
SCHEDULE 3A - CLASSIFICATION STRUCTURE (CLERICAL EMPLOYEES)

3A.1 Classifying positions

3A.1.1 The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the principal functions of the position required to be exercised by the Clerical Employee, as determined by the Employer.

3A.1.2 Upon commencement of employment, the Employer will advise the Clerical Employee in writing of the classification level of the Clerical Employee’s position of employment and of any change to the Clerical Employee’s classification level.

3A.2 Grade 1

3A.2.1 General work description

Employees at this level will perform mainly routine duties such as the following: sorting of mail, photocopying, filing, switchboard/reception duties, operation of all general office machines, pro forma correspondence, petty cash, routine use of software programs including diary management and simple data entry. Employees can provide routine information using checklists, brochures or procedural guidelines.

3A.2.2 Qualifications

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

3A.2.3 Supervision

Employees at this level will require general supervision.

3A.3 Grade 2

3A.3.1 General work description

Employees at this level will have the ability to perform a range of Grade 1 tasks as well as some of the following: basic book-keeping skills, preparation of basic correspondence from instruction, basic use of all software programs including word processing and data entry, basic secretarial duties, reconciliation of petty cash, administrative support for meetings and routine diary management.

3A.3.2 Qualifications

The Clerical Employee is required to undertake duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate/diploma or equivalent or from on-the-job experience considered relevant by the Employer.

3A.3.3 Supervision

Employees at this level will require general/limited supervision.
3A.4 Grade 3

3A.4.1 General work description

Employees at this level will have the ability to perform a range of Grade 1 and 2 tasks as well as some of the following: advanced word processing and data entry; processing of accounts and personnel records; higher than basic secretarial skills including coordinating meetings, diary management, venue arrangements, agenda’s minutes; design the layout of presentations and reports to a high professional standard using specific software; maintain confidential records and files and respond to enquiries that require interpretation of standard information, procedures and operational policies. Employees at this level liaise on behalf of management to coordinate activities or follow up outstanding administrative issues.

3A.4.2 Qualifications

The Clerical Employee, in addition to the knowledge and skills required at Level 2, is required to undertake duties needing additional experience or knowledge such as may be gained by the completion of a relevant three-year post-secondary qualification or from on-the-job experience considered relevant by the Employer.

3A.4.3 Supervision

Employees at this level will require limited supervision.

3A.5 Grade 4

3A.5.1 General work description

Employees at this level will have the ability to perform the majority of tasks at Grades 1 to 3 as well as coordinate the collection of information and data and prepare regular reports; coordinate executive briefings and correspondence; coordinate meetings, major functions and complex travel arrangements; draft memos, agenda’s minutes, action plans and correspondence for signature of others based on research and investigation; design, develop, maintain and review office systems, databases and information management systems. Oversee administrative tasks of others and provide training, mentoring and guidance where required; conduct projects with limited scope and draft briefs, reports and presentations; handle highly sensitive and confidential issues; liaise with internal and external individuals at all levels, sometimes on sensitive matters. Employees at this level can respond to a broad range of enquiries that require interpretation of procedures and policies and a sound knowledge of the organisation.

3A.5.2 Qualifications

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

3A.5.3 Supervision

Employees at this level will require minimal supervision.
SCHEDULE 3B - SALARIES (CLERICAL EMPLOYEES) for Employees with paid Non-Term Weeks.

3B.1 Annual Salary

3B.1.1 A Full Time Clerical Employee is entitled to be paid not less than the following annual salary relevant to the Clerical Employee's classification.

The annual salary for a Full-time Clerical Employee in receipt of Non-Term Weeks will be increased during the term of this Agreement from the first pay period commencing on or after the specified date, in accordance with the following table.

<table>
<thead>
<tr>
<th>FTE Student Enrolment</th>
<th>28 January 2013 %</th>
<th>1 February 2014 %</th>
<th>1 February 2015 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 180 students</td>
<td>2.8</td>
<td>2.8</td>
<td>2.8</td>
</tr>
<tr>
<td>180 – 199 students</td>
<td>2.8 + 0.3</td>
<td>2.8 + 0.3</td>
<td>2.8 + 0.3</td>
</tr>
<tr>
<td>200 or more students</td>
<td>2.8 + 0.6</td>
<td>2.8 + 0.6</td>
<td>2.8 + 0.6</td>
</tr>
</tbody>
</table>

Note: the FTE student enrolment in cycles 1, 2 and 3 is determined at the end of Week 2 of Term 1 in each of 2013, 2014 and 2015.

The following table provides the annual salary for a Full Time Clerical Employee in receipt of Non-Term Weeks from the first pay period commencing on or after the specified date, unless the FTE student enrolment provides an additional increase of 0.3 or 0.6 per cent.

<table>
<thead>
<tr>
<th>Grade</th>
<th>28 January 2013</th>
<th>1 February 2014</th>
<th>1 February 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>39,218.47</td>
<td>40,316.59</td>
<td>41,445.45</td>
</tr>
<tr>
<td>In second year of experience</td>
<td>40,421.44</td>
<td>41,553.24</td>
<td>42,716.73</td>
</tr>
<tr>
<td>In third year of experience</td>
<td>41,613.43</td>
<td>42,778.61</td>
<td>43,976.41</td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>42,817.78</td>
<td>44,016.68</td>
<td>45,249.15</td>
</tr>
<tr>
<td>Grade 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>44,603.69</td>
<td>45,852.59</td>
<td>47,136.47</td>
</tr>
<tr>
<td>In second year of experience</td>
<td>46,228.74</td>
<td>47,523.14</td>
<td>48,853.79</td>
</tr>
<tr>
<td>In third year of experience</td>
<td>47,592.58</td>
<td>48,925.17</td>
<td>50,295.07</td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>48,956.41</td>
<td>50,327.19</td>
<td>51,736.35</td>
</tr>
<tr>
<td>Grade 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>49,940.80</td>
<td>51,339.14</td>
<td>52,776.63</td>
</tr>
<tr>
<td>Grade 4</td>
<td>Month 1</td>
<td>Month 2</td>
<td>Month 3</td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>In first year of experience</td>
<td>55,123.91</td>
<td>56,667.38</td>
<td>58,254.07</td>
</tr>
<tr>
<td>In second year of experience</td>
<td>56,560.60</td>
<td>58,144.30</td>
<td>59,772.34</td>
</tr>
<tr>
<td>In third year of experience</td>
<td>59,966.08</td>
<td>61,645.13</td>
<td>63,371.19</td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>61,437.65</td>
<td>63,157.90</td>
<td>64,926.32</td>
</tr>
</tbody>
</table>

3B.2 Weekly Salary

The weekly salary is calculated by dividing the annual rate of pay by 52.18 or 26.09 for fortnightly salary.

3B.3 Part Time Salary

A Part Time Clerical Employee is paid per hour worked an amount not less than 1/37.5\textsuperscript{th} of the weekly rate appropriate to the Clerical Employee’s classification.

3B.4 Incremental advancement

Advancement to the next increment within the appropriate classification structure will take place on the anniversary of a Clerical Employee’s first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. A Clerical Employee employed for 40 per cent or less of full-time working hours will be required to complete 24 months’ service before advancement.

3B.5 Casual Rate of Pay

A Casual Clerical Employee is paid per hour worked an amount not less than 1/37.5\textsuperscript{th} of the weekly rate of pay appropriate to the class of work performed plus 25 per cent.

3B.6 Overtime Rate of Pay

3B.6.1 Overtime rates

A Part-time or Full-Time Clerical Employee will be paid overtime for all authorised work in excess of 37.5 hours per week or an average of 37.5 hours per week over a fortnight as follows:

- Monday – Friday: 150\% of the ordinary hourly rate of pay for the first three hours and 200\% of the ordinary hourly rate of pay after that;
- Saturday: 150\% of the ordinary hourly rate of pay for the first three hours and 200\% of the ordinary hourly rate of pay after that;
- Sunday: 200\% of the ordinary hourly rate of pay;
- Public holidays: 250\% of the ordinary hourly rate of pay.
3B.6.2 Calculation of overtime

Overtime will be calculated daily.

3B.6.3 Time off instead of overtime payment

3B.6.3.1 The Employer and a Clerical Employee may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed in excess of 37.5 ordinary hours.

3B.6.3.2 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.

3B.6.3.3 Where a Clerical Employee and the Employer have agreed to time off instead of overtime payment and such time has not been taken within four weeks of accrual or during the non-term weeks agreed in writing between the Clerical Employee and the Employer, the Employer must, if requested by the Clerical Employee, provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked.

3B.6.3.4 Where the Employer requests a Clerical Employee to work more than five hours in excess of the ordinary hours of work, or in excess of the averaging arrangement in place, within any consecutive five-day period, the Clerical Employee may refuse to work all hours in excess of five hours.

3B.7 Junior Salary

A Full Time junior Clerical Employee classified at Grade 1 or Grade 2 pursuant to Schedule 3A, is entitled to be paid not less than the following percentage of the full time salary relevant to the Clerical Employee’s classification.

<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>
<tr>
<td>At 18 years</td>
<td>70%</td>
</tr>
<tr>
<td>At 19 years</td>
<td>80%</td>
</tr>
<tr>
<td>At 20 years</td>
<td>90%</td>
</tr>
</tbody>
</table>
SCHEDULE 3C - SALARIES (CLERICAL EMPLOYEES) for Employees with Four Weeks’ Annual Leave Only

3C.1 Annual Salary

3C.1.1 A Full Time Clerical Employee is entitled to be paid not less than the following annual salary relevant to the Clerical Employee’s classification.

The annual salary for a Full-time Clerical Employee with four weeks’ annual leave will be increased during the term of this Agreement from the first pay period commencing on or after the specified date, in accordance with the following table.

<table>
<thead>
<tr>
<th>FTE Student Enrolment</th>
<th>28 January 2013</th>
<th>1 February 2014</th>
<th>1 February 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>Less than 180 students</td>
<td>2.8</td>
<td>2.8</td>
<td>2.8</td>
</tr>
<tr>
<td>180 – 199 students</td>
<td>2.8 + 0.3</td>
<td>2.8 + 0.3</td>
<td>2.8 + 0.3</td>
</tr>
<tr>
<td>200 or more students</td>
<td>2.8 + 0.6</td>
<td>2.8 + 0.6</td>
<td>2.8 + 0.6</td>
</tr>
</tbody>
</table>

Note: the FTE student enrolment in Cycles 1, 2 and 3 is determined at the end of Week 2 of Term 1 in each of 2013, 2014 and 2015.

The following table provides the annual salary for a Full Time Clerical Employee with four weeks’ annual leave from the first pay period commencing on or after the specified date, unless the FTE student enrolment provides an additional increase of 0.3 or 0.6 per cent.

<table>
<thead>
<tr>
<th>Grade</th>
<th>28 January 2013</th>
<th>1 February 2014</th>
<th>1 February 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>42,486.67</td>
<td>43,676.30</td>
<td>44,899.24</td>
</tr>
<tr>
<td>In second year of experience</td>
<td>43,789.90</td>
<td>45,016.02</td>
<td>46,276.47</td>
</tr>
<tr>
<td>In third year of experience</td>
<td>45,081.21</td>
<td>46,343.48</td>
<td>47,641.10</td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>46,385.93</td>
<td>47,684.74</td>
<td>49,019.91</td>
</tr>
<tr>
<td>Grade 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>48,320.66</td>
<td>49,673.64</td>
<td>51,064.50</td>
</tr>
<tr>
<td>In second year of experience</td>
<td>50,081.14</td>
<td>51,483.41</td>
<td>52,924.95</td>
</tr>
<tr>
<td>In third year of experience</td>
<td>51,558.62</td>
<td>53,002.26</td>
<td>54,486.32</td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>53,036.11</td>
<td>54,521.12</td>
<td>56,047.71</td>
</tr>
<tr>
<td>Grade 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>54,102.53</td>
<td>55,617.40</td>
<td>57,174.69</td>
</tr>
<tr>
<td>Grade 4</td>
<td>Weekly Salary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In second year of experience</td>
<td>54,987.22  56,526.86  58,109.61</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In third year of experience</td>
<td>56,537.70  58,120.76  59,748.14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>58,129.87  59,757.51  61,430.07</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 4</td>
<td>Part Time Salary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>59,717.57  61,389.66  63,108.57</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In second year of experience</td>
<td>61,273.98  62,989.65  64,753.36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In third year of experience</td>
<td>64,963.25  66,782.22  68,652.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>66,557.45  68,421.06  70,336.85</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3C.2 Weekly Salary

The weekly salary is calculated by dividing the annual rate of pay by 52.18 or 26.09 for fortnightly salary.

3C.3 Part Time Salary

A Part Time Clerical Employee is paid per hour worked an amount not less than 1/37.5th of the weekly rate appropriate to the Clerical Employee's classification.

3C.4 Incremental advancement

Advancement to the next increment within the appropriate classification structure will take place on the anniversary of a Clerical Employee's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. A Clerical Employee employed for 40 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

3C.5 Casual Rate of Pay

A Casual Clerical Employee is paid per hour worked an amount not less than 1/37.5th of the weekly rate of pay appropriate to the class of work performed plus 25 per cent.

3C.6 Overtime Rate of Pay

3C.6.1 Overtime rates

A Part-time or Full-Time Clerical Employee will be paid overtime for all authorised work in excess of 37.5 hours per week or an average of 37.5 hours per week over a fortnight as follows:
  - Monday – Friday: 150% of the ordinary hourly rate of pay for the first three hours and 200% of the ordinary hourly rate of pay after that;
  - Saturday: 150% of the ordinary hourly rate of pay for the first three hours and 200% of the ordinary hourly rate of pay after that;
  - Sunday: 200% of the ordinary hourly rate of pay;
  - Public holidays: 250% of the ordinary hourly rate of pay.
3C.6.2 Calculation of overtime

Overtime will be calculated daily.

3C.6.3 Time off instead of overtime payment

3C.6.3.1 The Employer and a Clerical Employee may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed in excess of 37.5 ordinary hours.

3C.6.3.2 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.

3C.6.3.3 Where a Clerical Employee and the Employer have agreed to time off instead of overtime payment and such time has not been taken within four weeks of accrual or during the non-term weeks agreed in writing between the Clerical Employee and the Employer, the Employer must, if requested by the Clerical Employee, provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked.

3C.6.3.4 Where the Employer requests a Clerical Employee to work more than five hours in excess of the ordinary hours of work, or in excess of the averaging arrangement in place, within any consecutive five-day period, the Clerical Employee may refuse to work all hours in excess of five hours.

3C.8 Junior Salary

A Full Time junior Clerical Employee classified at Grade 1 or Grade 2 pursuant to Schedule 3A, is entitled to be paid not less than the following percentage of the full time salary relevant to the Clerical Employee's classification.

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage of full-time rate</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>At 17 years</td>
<td>60%</td>
</tr>
<tr>
<td>At 18 years</td>
<td>70%</td>
</tr>
<tr>
<td>At 19 years</td>
<td>80%</td>
</tr>
<tr>
<td>At 20 years</td>
<td>90%</td>
</tr>
</tbody>
</table>
SCHEDULE 4 – NES PARENTAL LEAVE

Sections 67-85 of the Fair Work Act 2009 (Cth), current as at 1 July 2013, dealing with parental leave and related entitlements under the NES are reproduced in this Schedule to provide the Employer and an Employee with ready access to information about parental leave entitlements and obligations.

As legislation may change during the life of this Agreement, reference should be made to the current version of the Fair Work Act 2009 (Cth) on the Fair Work Commission’s website (http://www.fwc.gov.au/index.cfm?pagename=home) to ensure that there is knowledge of the relevant obligations and entitlements under the Parental Leave and Related Entitlements NES.
Division 5—Parental leave and related entitlements

Subdivision A—General

67 General rule—employee must have completed at least 12 months of service

Employees other than casual employees

(1) An employee, other than a casual employee, is not entitled to leave under this Division (other than unpaid pre-adoption leave or unpaid no safe job leave) unless the employee has, or will have, completed at least 12 months of continuous service with the employer immediately before the date that applies under subsection (3).

Casual employees

(2) A casual employee, is not entitled to leave (other than unpaid pre-adoption leave or unpaid no safe job leave) under this Division unless:
   (a) the employee is, or will be, a long term casual employee of the employer immediately before the date that applies under subsection (3); and
   (b) but for:
       (i) the birth or expected birth of the child; or
       (ii) the placement or the expected placement of the child; or
       (iii) if the employee is taking a period of unpaid parental leave that starts under subsection 71(6) or paragraph 72(3)(b) or 72(4)(b)—the taking of the leave;

the employee would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

Date at which employee must have completed 12 months of service

(3) For the purpose of subsections (1) and (2), the date that applies is:
   (a) unless paragraph (b) or (c) applies:
       (i) if the leave is birth-related leave—the data of birth, or the expected date of birth, of the child; or
       (ii) if the leave is adoption-related leave—the day of placement, or the expected day of placement, of the child; or
   (b) for an employee taking a period of unpaid parental leave that is to start within 12 months after the birth or placement of the child under subsection 71(6)—the date on which the employee’s period of leave is to start; or
   (c) for a member of an employee couple taking a period of unpaid parental leave that is to start under paragraph 72(3)(b) or 72(4)(b) after the period of unpaid parental leave of the other member of the employee couple—the date on which the employee’s period of leave is to start.

Meaning of birth-related leave

(4) Birth-related leave means leave of either of the following kinds:
   (a) unpaid parental leave taken in association with the birth of a child (see section 70);
   (b) unpaid special maternity leave (see section 80).

Meaning of adoption-related leave

(5) Adoption-related leave means leave of either of the following kinds:

Plenty Valley International Montessori School Agreement 2013 – 2015
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(a) unpaid parental leave taken in association with the placement of a child for adoption (see section 70);
(b) unpaid pre-adoption leave (see section 85).

**Meaning of day of placement**

(6) The day of placement, in relation to the adoption of a child by an employee, means the earlier of the following days:
(a) the day on which the employee first takes custody of the child for the adoption;
(b) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

**68 General rule for adoption-related leave—child must be under 16 etc.**

An employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the employee for adoption:
(a) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
(b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
(c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

**69 Transfer of employment situations in which employee is entitled to continue on leave etc.**

(1) If:
(a) there is a transfer of employment in relation to an employee; and
(b) the employee has already started a period of leave under this Division when his or her employment with the first employer ends;

the employee is entitled to continue on that leave for the rest of that period.

(2) If:
(a) there is a transfer of employment in relation to an employee; and
(b) the employee has, in relation to the first employer, already taken a step that is required or permitted by a provision of this Division in relation to taking a period of leave;

the employee is taken to have taken the step in relation to the second employer.

Note: Steps covered by this subsection include (for example) giving the first employer notice under subsection 74(1), confirmation or advice under Subsection 74(4) or evidence under subsection 74(5).

**Subdivision B—Parental leave**

**70 Entitlement to unpaid parental leave**

An employee is entitled to 12 months of unpaid parental leave if:
(a) the leave is associated with:
   (i) the birth of a child of the employee or the employee's spouse or de facto partner; or
   (ii) the placement of a child with the employee for adoption; and
(b) the employee has or will have a responsibility for the care of the child.

Note: Entitlement is also affected by:
(e) section 87 (which deals with length of the employee's service); and
(b) for pregnancy and birth—subsection 77A(3) (which applies if the pregnancy ends other than by the child being born alive, or if the child dies after birth); and
(c) for adoption—section 68 (which deals with the age etc. of the adopted child).
71 The period of leave—other than for members of an employee couple who each intend to take leave

Application of this section

(1) This section applies to an employee who intends to take unpaid parental leave if:
(a) the employee is not a member of an employee couple; or
(b) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave.

Leave must be taken in single continuous period

(2) The employee must take the leave in a single continuous period.

Note 1: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).
Note 2: Periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).

(3) If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start:
(a) up to 6 weeks before the expected date of birth of the child; or
(b) earlier, if the employer and employee so agree;
but must not start later than the date of birth of the child.

Note 1: If the employee is not fit for work, she may be entitled to:
(a) paid personal leave under Subdivision A of Division 7; or
(b) unpaid special maternity leave under section 80.
Note 2: If it is inadvisable for the employee to continue in her present position, she may be entitled:
(a) to be transferred to an appropriate safe job under section 81; or
(b) to paid no safe job leave under section 81A; or
(c) to unpaid no safe job leave under section 82A.
Note 3: Section 344 prohibits the exertion of undue influence or undue pressure on the employee in relation to a decision by the employee whether to agree as mentioned in paragraph (3)(b) of this section.

(4) If the leave is birth-related leave but subsection (3) does not apply, the period of leave must start on the date of birth of the child.

When adoption-related leave must start

(5) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.

Leave may start later for employees whose spouse or de facto partner is not an employee

(6) Despite subsections (3) to (5), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:
(a) the employee has a spouse or de facto partner who is not an employee; and
(b) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

Note: An employee whose leave starts under subsection (6) is still entitled under section 75 to request an extension of the period of leave beyond his or her available parental leave period. However, the period of leave may not be extended beyond 24 months after the date of birth or day of placement of the child (see subsection 75(7)).
Leave must be taken in single continuous period

(2) Each employee must take the leave in a single continuous period.

Note 1: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).

Note 2: Periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).

When birth-related leave must start

(3) If the leave is birth-related leave:
   (a) one employee’s period of leave must start first, in accordance with the following rules:
      (i) if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child—the period of leave may start up to 6 weeks before the expected date of birth of the child, or earlier if the employer and employee so agree, but must not start later than the date of birth of the child;
      (ii) if subparagraph (i) does not apply—the period of leave must start on the date of birth of the child; and
   (b) the other employee’s period of leave must start immediately after the end of the first employee’s period of leave (or that period as extended under section 75 or 76).

When adoption-related leave must start

(4) If the leave is adoption-related leave:
   (a) one employee’s period of leave must start on the day of placement of the child; and
   (b) the other employee’s period of leave must start immediately after the end of the first employee’s period of leave (or that period as extended under section 75 or 76).

Limited entitlement to take concurrent leave

(5) If one of the employees takes a period (the first employee’s period of leave) of unpaid parental leave in accordance with paragraph (3)(a) or (4)(a), the other employee may take a period of unpaid parental leave (the concurrent leave) during the first employee’s period of leave, if the concurrent leave complies with the following requirements:
   (a) the concurrent leave must not be longer than 8 weeks in total;
   (b) the concurrent leave may be taken in separate periods, but, unless the employer agrees, each period must not be shorter than 2 weeks;
   (c) unless the employer agrees, the concurrent leave must not start before:
      (i) if the leave is birth-related leave—the date of birth of the child; or
      (ii) if the leave is adoption-related leave—the day of placement of the child.

(6) Concurrent leave taken by an employee:
   (a) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subsection (2)); and
   (b) is an exception to the rules about when the employee’s period of unpaid parental leave must start (see subsection 3 or 4).

Note: The concurrent leave is unpaid parental leave and so comes out of the employee’s entitlement to 12 months of unpaid parental leave under section 70.

73 Pregnant employee may be required to take unpaid parental leave within 6 weeks before the birth

Employer may ask employee to provide a medical certificate

(1) If a pregnant employee who is entitled to unpaid parental leave (whether or not she has complied with section 74) continues to work during the 6 week period before the expected date of birth of the child, the
employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable):

(a) a statement of whether the employee is fit for work;
(b) if the employee is fit for work—a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:
   (i) illness, or risks, arising out of the employee’s pregnancy; or
   (ii) hazards connected with the position.

Note: Personal information given to an employer under this subsection may be regulated under the Privacy Act 1989.

Employer may require employee to take unpaid parental leave

(2) The employer may require the employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:

(a) the employee does not give the employer the requested certificate within 7 days after the request; or
(b) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or
(c) the following subparagraphs are satisfied:
   (i) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in subparagraph (1)(b)(i) or (ii);
   (ii) the employee has not complied with the notice and evidence requirements of section 74 for taking unpaid parental leave.

Note: If the medical certificate contains a statement as referred to in subparagraph (c)(i) and the employee has complied with the notice and evidence requirements of section 74, then the employee is entitled to be transferred to a safe job (see section 81) or to paid no safe job leave (see section 81A).

When the period of leave must end

(3) The period of leave must not end later than the earlier of the following:

(a) the end of the pregnancy;
(b) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.

Special rules about the period of leave

(4) The period of leave:

(a) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period (see subsection 71(2) or 72(2)); and
(b) is an exception to the rules about when the employee’s period of unpaid parental leave must start (see subsections 71(3) and (6), or subsection 72(3)).

Note: The period of leave is unpaid parental leave and so comes out of the employee’s entitlement to 12 months of unpaid parental leave under section 70.

(5) The employee is not required to comply with section 74 in relation to the period of leave.

74 Notice and evidence requirements

Notice

(1) An employee must give his or her employer written notice of the taking of unpaid parental leave under section 71 or 72 by the employee.

(2) The employee must give the notice to the employer:

(a) at least:

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(i) 10 weeks before starting the leave, unless subparagraph (ii) applies; or
(ii) if the leave is to be taken in separate periods of concurrent leave (see paragraph 72(5)(b))
and the leave is not the first of those periods of concurrent leave—4 weeks before starting
the period of concurrent leave; or
(b) if that is not practicable—as soon as practicable (which may be a time after the leave has started).

(3) The notice must specify the intended start and end dates of the leave.

Confirmation or change of intended start and end dates

(4) At least 4 weeks before the intended start date specified in the notice given under subsection (1), the
employee must:
(a) confirm the intended start and end dates of the leave; or
(b) advise the employer of any changes to the intended start and end dates of the leave;
unless it is not practicable to do so.

(4A) Subsection (4) does not apply to a notice for a period of concurrent leave referred to in
subparagraph (2)(a)(ii).

Evidence

(5) An employee who has given his or her employer notice of the taking of unpaid parental leave must, if
required by the employer, give the employer evidence that would satisfy a reasonable person:
(a) if the leave is birth-related leave—of the date of birth, or the expected date of birth, of the child; or
(b) if the leave is adoption-related leave:
(i) of the day of placement, or the expected day of placement, of the child; and
(ii) that the child is, or will be, under 16 as at the day of placement, or the expected day of
placement, of the child.

(6) Without limiting subsection (5), an employer may require the evidence referred to in paragraph (5)(a) to be
a medical certificate.

Compliance

(7) An employee is not entitled to take unpaid parental leave under section 71 or 72 unless the employee
complies with this section.

Note: Personal information given to an employer under this section may be regulated under the Privacy Act 1988.

75 Extending period of unpaid parental leave—extending to use more of available parental leave period

Application of this section

(1) This section applies if:
(a) an employee has, in accordance with section 74, given notice of the taking of a period of unpaid
parental leave (the original leave period); and
(b) the original leave period is less than the employee’s available parental leave period; and
(c) the original leave period has started.

(2) The employee’s available parental leave period is 12 months, less any periods of the following kinds:
(a) a period of concurrent leave that the employee has taken in accordance with subsection 72(5);
(b) a period of unpaid parental leave that the employee has been required to take under
subsection 73(2) or 82(2);
(c) a period by which the employee’s entitlement to unpaid parental leave is reduced under paragraph 76(6)(c).

First extension by giving notice to employer

(3) The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.

(4) Only one extension is permitted under subsection (3).

Further extensions by agreement with employer

(5) If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.

No entitlement to extension beyond available parental leave period

(6) The employee is not entitled under this section to extend the period of unpaid parental leave beyond the employee’s available parental leave period.

76 Extending period of unpaid parental leave—extending for up to 12 months beyond available parental leave period

Employee may request further period of leave

(1) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.

Note: Extended periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).

Making the request

(2) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.

Agreeing to the requested extension

(3) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

(4) The employer may refuse the request only on reasonable business grounds.

(5) If the employer refuses the request, the written response under subsection (3) must include details of the reasons for the refusal.

Special rules for employee couples

(6) The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section:
   (a) the request must specify any amount of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
   (b) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
(c) the amount of unpaid parental leave to which the other member of the employee couple is entitled under section 70 in relation to the child is reduced by the period of the extension.

No extension beyond 24 months after birth or placement

(7) Despite any other provision of this Division, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

77 Reducing period of unpaid parental leave

If the employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.

77A Pregnancy ends (other than by birth of a living child) or child born alive dies

Application of this section

(1) This section applies to unpaid parental leave, if:
   (a) the leave is birth-related leave; and
   (b) either:
      (i) the pregnancy ends other than by the child being born alive; or
      (ii) the child dies after being born.

Cancellation of leave

(2) Before the leave starts:
   (a) the employee may give the employer written notice cancelling the leave; or
   (b) the employer may give the employee written notice cancelling the leave.

Example: Subsections (3) and (8) do not apply if:
(a) the child dies after being born; and
(b) the employee is the female employee who gave birth to the child.

This is because in this case the leave must not start later than the date of birth of the child (see subsection 71(3)).

(3) If the employee or employer does so, the employee is not entitled to unpaid parental leave in relation to the child.

Note: If the employee is the female employee who was pregnant with the child and the employee is not fit for work, she may be entitled to:
(a) paid personal leave under Subdivision A of Division 7; or
(b) unpaid special maternity leave under section 80.

Return to work

(4) The employee may give the employer written notice that the employee wishes to return to work:
   (a) after the start of the period of leave, but before its end; and
   (b) within 4 weeks after the employer receives the notice.

(5) The employer:
   (a) may give the employee written notice requiring the employee to return to work on a specified day; and
   (b) must do so if the employee gives the employer written notice under subsection (4); unless the leave has not started and the employer cancels it under subsection (2).

(6) The specified day must be after the start of the period of leave, and:
   (a) if subsection (4) applies—within 4 weeks after the employer receives the notice under that subsection; or

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(b) otherwise—at least 6 weeks after the notice is given to the employee under subsection (5).

(7) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

Interaction with section 77

(8) This section does not limit section 77 (which deals with the employee ending the period of unpaid parental leave with the agreement of the employer).

78 Employee who ceases to have responsibility for care of child

(1) This section applies to an employee who has taken unpaid parental leave in relation to a child if the employee ceases to have any responsibility for the care of the child.

(1A) However, this section does not apply if section 77A applies to the unpaid parental leave (because the unpaid parental leave is birth-related leave and either the pregnancy ends other than by the child being born alive or the child dies after being born).

(2) The employer may give the employee written notice requiring the employee to return to work on a specified day.

(3) The specified day:
   (a) must be at least 4 weeks after the notice is given to the employee; and
   (b) if the leave is birth-related leave taken by a female employee who has given birth—must not be earlier than 6 weeks after the date of birth of the child.

(4) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

79 Interaction with paid leave

(1) This Subdivision (except for subsections (2) and (3)) does not prevent an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.

Note: For example, if the employee has paid annual leave available, he or she may (with the employer's agreement) take some or all of that paid annual leave at the same time as the unpaid parental leave.

(2) An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.

(3) An employee is not entitled to any payment under Division 8 (which deals with community service leave) in relation to activities the employee engages in while taking unpaid parental leave.

79A Keeping in touch days

(1) This Subdivision does not prevent an employee from performing work for his or her employer on a keeping in touch day while he or she is taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.

(2) A day on which the employee performs work for the employer during the period of leave is a keeping in touch day if:
   (a) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
   (b) both the employee and the employer consent to the employee performing work for the employer on that day; and
(c) the day is not within:
   (i) if the employee suggested or requested that he or she perform work for the employer on that
day—14 days after the date of birth, or day of placement, of the child to which the period of
leave relates; or
   (ii) otherwise—42 days after the date of birth, or day of placement, of the child; and
(d) the employee has not already performed work for the employer or another entity on 10 days during
the period of leave that were keeping in touch days.

The duration of the work the employee performs on that day is not relevant for the purposes of this
subsection.

Note: The employer will be obliged, under the relevant contract of employment or industrial instrument, to pay the employee for performing work on a keeping
in touch day.

(3) The employee's decision whether to give the consent mentioned in paragraph (2)(b) is taken, for the
purposes of section 344 (which deals with undue influence or pressure), to be a decision to make, or not
make, an arrangement under the National Employment Standards.

(4) For the purposes of paragraph (2)(d), treat as 2 separate periods of unpaid parental leave:
   (a) a period of unpaid parental leave taken during the employee's available parental leave period; and
   (b) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (a) for
a further period immediately following the end of the available parental leave period.

Note: Performance of work on keeping in touch days is also dealt with, for the purposes of parental leave pay, in sections 48 and 50 of the Paid Parental
Leave Act 2010.

79B Unpaid parental leave not extended by paid leave or keeping in touch days

If, during a period of unpaid parental leave, an employee:
   (a) takes paid leave; or
   (b) performs work for his or her employer on a keeping in touch day;
taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.

Subdivision C—Other entitlements

80 Unpaid special maternity leave

Entitlement to unpaid special maternity leave

(1) A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during
that period because:
   (a) she has a pregnancy-related illness; or
   (b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the
child otherwise than by the birth of a living child.

Note 1: Entitlement is also affected by section 57 (which deals with the length of the employee's service).

Note 2: If a female employee has an entitlement to paid personal/carer's leave (see section 96), she may take that leave instead of taking unpaid special
maternity leave under this section.

Notice and evidence

(2) An employee must give her employer notice of the taking of unpaid special maternity leave by the
employee.

(3) The notice:
   (a) must be given to the employer as soon as practicable (which may be a time after the leave has
started); and

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(b) must advise the employer of the period, or expected period, of the leave.

(4) An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subsection (1).

(5) Without limiting subsection (4), an employer may require the evidence referred to in that subsection to be a medical certificate.

(6) An employee is not entitled to take unpaid special maternity leave unless the employee complies with subsections (2) to (4).

Taking of special maternity leave reduces entitlement to unpaid parental leave

Note: Personal information given to an employer under this section may be regulated under the Privacy Act 1988.

81 Transfer to a safe job

(1) This section applies to a pregnant employee if she gives her employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the risk period) because of:
   (a) illness, or risks, arising out of her pregnancy; or
   (b) hazards connected with that position.

Note: Personal information given to an employer under this subsection may be regulated under the Privacy Act 1988.

(2) If there is an appropriate safe job available, then the employer must transfer the employee to that job for the risk period, with no other change to the employee’s terms and conditions of employment.

Note: If there is no appropriate safe job available, then the employee may be entitled to paid no safe job leave under section 81A or unpaid no safe job leave under 82A.

(3) An appropriate safe job is a safe job that has:
   (a) the same ordinary hours of work as the employee’s present position; or
   (b) a different number of ordinary hours agreed to by the employee.

(4) If the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee’s full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.

(5) If the employee’s pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

(6) Without limiting subsection (1), an employer may require the evidence to be a medical certificate.

81A Paid no safe job leave

(1) If:
   (a) section 81 applies to a pregnant employee but there is no appropriate safe job available; and
   (b) the employee is entitled to unpaid parental leave; and
   (c) the employee has complied with the notice and evidence requirements of section 74 for taking unpaid parental leave;

then the employee is entitled to paid no safe job leave for the risk period.

(2) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee’s base rate of pay for the employee’s ordinary hours of work in the risk period.
Employee on paid no safe job leave may be asked to provide a further medical certificate

**Employer may ask employee to provide a medical certificate**

(1) If an employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate stating whether the employee is fit for work.

Note: Personal information given to an employer under this subsection may be regulated under the Privacy Act 1988.

**Employer may require employee to take unpaid parental leave**

(2) The employer may require the employee to take a period of unpaid parental leave (the *period of leave*) as soon as practicable if:
   (a) the employee does not give the employer the requested certificate within 7 days after the request; or
   (b) within 7 days after the request, the employee gives the employer a certificate stating that the employee is not fit for work.

**Entitlement to paid no safe job leave ends**

(3) When the period of leave starts, the employee’s entitlement to paid no safe job leave ends.

**When the period of leave must end etc.**

(4) Subsections 73(3), (4) and (5) apply to the period of leave.

82A Unpaid no safe job leave

(1) If:
   (a) section 81 applies to a pregnant employee but there is no appropriate safe job available; and
   (b) the employee is not entitled to unpaid parental leave; and
   (c) if required by the employer—the employee has given the employer evidence that would satisfy a reasonable person of the pregnancy;

then the employee is entitled to unpaid no safe job leave for the risk period.

(2) Without limiting subsection (1), an employer may require the evidence referred to in paragraph (1)(c) to be a medical certificate.

83 Consultation with employee on unpaid parental leave

(1) If:
   (a) an employee is on unpaid parental leave; and
   (b) the employee’s employer makes a decision that will have a significant effect on the status, pay or location of the employee’s pre-parental leave position;

the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.

(2) The employee’s *pre-parental leave position* is:
   (a) unless paragraph (b) applies, the position the employee held before starting the unpaid parental leave; or
   (b) if, before starting the unpaid parental leave, the employee:
      (i) was transferred to a safe job because of her pregnancy; or
      (ii) reduced her working hours due to her pregnancy;

the position the employee held immediately before that transfer or reduction.
84 Return to work guarantee

On ending unpaid parental leave, an employee is entitled to return to:
(a) the employee’s pre-parental leave position; or
(b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

84A Replacement employees

Before an employer engages an employee to perform the work of another employee who is going to take, or is taking, unpaid parental leave, the employer must notify the replacement employee:
(a) that the engagement to perform that work is temporary; and
(b) of the rights:
   (i) the employer; and
   (ii) the employee taking unpaid parental leave;
have under subsections 77A(2) and (3) (which provide a right to cancel the leave if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and
(c) of the rights the employee taking unpaid parental leave has under:
   (i) subsections 77A(4) to (6) (which provide a right to end the leave early if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and
   (ii) section 84 (which deals with the return to work guarantee); and
(d) of the effect of section 78 (which provides the employer with a right to require the employee taking unpaid parental leave to return to work if the employee ceases to have any responsibility for the care of the child).

85 Unpaid pre-adoption leave

Entitlement to unpaid pre-adoption leave

(1) An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee’s adoption of a child.

Note: Entitlement is also affected by section 88 (which deals with the age etc. of the adopted child).

(2) However, an employee is not entitled to take a period of unpaid pre-adoption leave if:
   (a) the employee could instead take some other form of leave; and
   (b) the employer directs the employee to take that other form of leave.

(3) An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:
   (a) a single continuous period of up to 2 days; or
   (b) any separate periods to which the employee and the employer agree.

Notice and evidence

(4) An employee must give his or her employer notice of the taking of unpaid pre-adoption leave by the employee.

(5) The notice:
   (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
   (b) must advise the employer of the period, or expected period, of the leave.

(6) An employee who has given his or her employer notice of the taking of unpaid pre-adoption leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in subsection (1).
(7) An employee is not entitled to take unpaid pre-adoption leave unless the employee complies with subsections (4) to (6).

Note: Personal information given to an employer under this section may be regulated under the Privacy Act 1988.