DEPARTMENT

Fair Work Act 2009
s.185—Enterprise agreement

The King David School Holdings Ltd T/A The King David School
(AG2017/4975)

THE KING DAVID SCHOOL TEACHERS AGREEMENT 2017-2020
Educational services

DEPUTY PRESIDENT KOVACIC CANBERRA, 21 NOVEMBER 2017

Application for approval of The King David School Teachers Agreement 2017-2020.

[1] An application has been made for approval of an enterprise agreement known as The King David School Teachers Agreement 2017-2020 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by The King David School Holdings Ltd T/A The King David School. The Agreement is a single enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, 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] As noted, pursuant to s.190(3), I have accepted undertakings from The King David School Holdings Ltd T/A The King David School. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

[4] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 November 2017. The nominal expiry date of the Agreement is 31 January 2021.

DEPUTY PRESIDENT

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Annexure A

15 November 2017

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

Dear Deputy President Kovacic,

Re: AG2017/4975 - Application for approval of The King David School (Teachers) Agreement 2017

The King David School makes the following undertakings:

- that the daily rate for a casual Teacher will not be less than $348.
- that the half day rate for a casual Teacher will not be less than $174.
- that a Teacher employed for a fixed period of time will not be engaged for less than four (4) weeks.

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

Yours sincerely,

Marc Light
Principal

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

THE KING DAVID SCHOOL
(TEACHERS)
AGREEMENT
2017 - 2020
# Table of Contents

<table>
<thead>
<tr>
<th>Part Title</th>
<th>Part Number</th>
<th>Clause Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLICATION AND OPERATION OF AGREEMENT</td>
<td>1</td>
<td>1 - 8</td>
</tr>
<tr>
<td>CONSULTATION AND DISPUTE RESOLUTION</td>
<td>2</td>
<td>9 - 10</td>
</tr>
<tr>
<td>TYPES OF EMPLOYMENT &amp; TERMINATION OF EMPLOYMENT</td>
<td>3</td>
<td>11 - 16</td>
</tr>
<tr>
<td>CLASSIFICATIONS, SALARIES AND RELATED MATTERS</td>
<td>4</td>
<td>17 - 23</td>
</tr>
<tr>
<td>HOURS OF WORK AND RELATED MATTERS</td>
<td>5</td>
<td>24 - 25</td>
</tr>
<tr>
<td>LEAVE &amp; PUBLIC HOLIDAYS</td>
<td>6</td>
<td>26 - 40</td>
</tr>
<tr>
<td>OTHER PROVISIONS</td>
<td>7</td>
<td>41 - 45</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Clause Title</th>
<th>Part Number</th>
<th>Clause Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident Pay</td>
<td>4</td>
<td>20</td>
</tr>
<tr>
<td>Agreement Flexibility</td>
<td>1</td>
<td>8</td>
</tr>
<tr>
<td>Allowances</td>
<td>4</td>
<td>19</td>
</tr>
<tr>
<td>Annual Leave</td>
<td>6</td>
<td>26</td>
</tr>
<tr>
<td>Annual Leave Loading</td>
<td>6</td>
<td>28</td>
</tr>
<tr>
<td>Breakage and Loss</td>
<td>3</td>
<td>16</td>
</tr>
<tr>
<td>Breaks</td>
<td>5</td>
<td>25</td>
</tr>
<tr>
<td>Camps</td>
<td>7</td>
<td>42</td>
</tr>
<tr>
<td>Classifications</td>
<td>4</td>
<td>17</td>
</tr>
<tr>
<td>Commencement Date and Period of Operation</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Community Service Leave</td>
<td>6</td>
<td>31</td>
</tr>
<tr>
<td>Compassionate Leave</td>
<td>6</td>
<td>30</td>
</tr>
<tr>
<td>Definitions</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Dispute Resolution Procedure</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>Examination Leave</td>
<td>6</td>
<td>39</td>
</tr>
<tr>
<td>Family Violence Leave</td>
<td>6</td>
<td>41</td>
</tr>
<tr>
<td>Hours of Work</td>
<td>5</td>
<td>24</td>
</tr>
<tr>
<td>Infectious Diseases Leave</td>
<td>6</td>
<td>38</td>
</tr>
<tr>
<td>Jury Service Leave</td>
<td>6</td>
<td>32</td>
</tr>
<tr>
<td>Leave without Pay</td>
<td>6</td>
<td>37</td>
</tr>
<tr>
<td>Long Service Leave</td>
<td>6</td>
<td>34</td>
</tr>
<tr>
<td>Major Workplace Change, Consultation regarding</td>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>Meal Allowance</td>
<td>7</td>
<td>44</td>
</tr>
<tr>
<td>Minimum Employment Period</td>
<td>3</td>
<td>12</td>
</tr>
<tr>
<td>National Employment Standards</td>
<td>1</td>
<td>7</td>
</tr>
<tr>
<td>No Extra Claims</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>Schedule Title</td>
<td>Schedule Number</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td>Classification Structure</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>Rates of Pay</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>Long Service Leave</td>
<td>C</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Schedule Title</th>
<th>Schedule Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paid Parental Leave</td>
<td>6</td>
</tr>
<tr>
<td>Parental Leave</td>
<td>6</td>
</tr>
<tr>
<td>Parties Bound</td>
<td>1</td>
</tr>
<tr>
<td>Payment of Wages</td>
<td>4</td>
</tr>
<tr>
<td>Performance and Conduct Management</td>
<td>3</td>
</tr>
<tr>
<td>Personal/Carer's Leave</td>
<td>6</td>
</tr>
<tr>
<td>Pro-Rata Payment of Salary</td>
<td>6</td>
</tr>
<tr>
<td>Protective Clothing</td>
<td>7</td>
</tr>
<tr>
<td>Public Holidays</td>
<td>6</td>
</tr>
<tr>
<td>Qualification Conferral Leave</td>
<td>6</td>
</tr>
<tr>
<td>Redundancy</td>
<td>3</td>
</tr>
<tr>
<td>Relationship to Awards</td>
<td>1</td>
</tr>
<tr>
<td>Remuneration Packaging</td>
<td>4</td>
</tr>
<tr>
<td>Salaries</td>
<td>4</td>
</tr>
<tr>
<td>Superannuation</td>
<td>4</td>
</tr>
<tr>
<td>Termination of Employment</td>
<td>3</td>
</tr>
<tr>
<td>Title</td>
<td>1</td>
</tr>
<tr>
<td>Tuition Fee Discount</td>
<td>7</td>
</tr>
<tr>
<td>Types of Employment</td>
<td>3</td>
</tr>
<tr>
<td>Workplace Consultative Committee</td>
<td>7</td>
</tr>
</tbody>
</table>
PART 1 APPLICATION and OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as The King David School Teachers Agreement 2017-2020 (the Agreement) and is a single Enterprise Agreement made pursuant to s.172(2) of the Fair Work Act 2009 (Cth.) (the Act).

2 COMMENCEMENT DATE AND PERIOD OF OPERATION

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

2.2 The nominal expiry date of the Agreement is 31 January 2021

3 DEFINITIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act</td>
<td>means the Fair Work Act 2009 (Cth) or its successor(s)</td>
</tr>
<tr>
<td>Award</td>
<td>Means the Educational Services (Teachers) Award 2010 or its successor.</td>
</tr>
<tr>
<td>Casual Teacher</td>
<td>means a Teacher employed pursuant to subclause 11.6 (Clause 11– Types of Employment) of this Agreement</td>
</tr>
<tr>
<td>Council</td>
<td>means the governing body of The King David School</td>
</tr>
<tr>
<td>Early Childhood Teacher</td>
<td>Means a teacher who is employed to teach children in the 3 and 4 year old kindergarten program and is required to hold a four-year post-secondary qualification in Early Childhood Education.</td>
</tr>
<tr>
<td>Employee</td>
<td>means a person employed as a Teacher (a School Teacher or an Early Childhood Teacher) covered by this Agreement</td>
</tr>
<tr>
<td>Employer</td>
<td>means The King David School (ACN 005 454 704)</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>Face-to-Face Teaching</td>
<td>means timetabled classes, including homeroom duties (where applicable), for Teachers teaching in the School Educational Program (Prep – Year 12)</td>
</tr>
<tr>
<td>Fixed Term Teacher</td>
<td>means a Teacher employed pursuant to subclause 11.5 (Clause 11– Types of Employment) of this Agreement</td>
</tr>
<tr>
<td>Full Time Teacher</td>
<td>means a Teacher employed pursuant to subclause 11.3 (Clause 11- Types of Employment) of this Agreement</td>
</tr>
<tr>
<td>FVPA</td>
<td>means the Family Violence Protection Act 2008 (Vic)</td>
</tr>
<tr>
<td>FWC</td>
<td>means Fair Work Commission</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Immediate Family</td>
<td>means • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Teacher. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Teacher or spouse of the Teacher</td>
</tr>
<tr>
<td>Kindergarten Program</td>
<td>means an educational program for three-, four- and five-year old children. The Kindergarten Program does not include Child Care services</td>
</tr>
<tr>
<td>Medical Practitioner</td>
<td>means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia</td>
</tr>
<tr>
<td>NES</td>
<td>means the National Employment Standards as contained in Part 2-2 of the Act</td>
</tr>
<tr>
<td>Non-term Weeks</td>
<td>means weeks, or part thereof, in the school year other than term weeks and includes periods designated as school holidays for students. The total number of non-term weeks will not be less than the total number of non-term weeks gazetted for Victorian Government Schools.</td>
</tr>
<tr>
<td>Part Time Teacher</td>
<td>means a Teacher employed pursuant to subclause 11.4 (Clause 11– Types of Employment) of this Agreement</td>
</tr>
<tr>
<td>Permission to Teach Teacher</td>
<td>means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic.) and is engaged to undertake the duties of a Teacher, which includes the delivery of the School’s educational program and the assessment of student participation in the educational program</td>
</tr>
<tr>
<td>Primary Teacher</td>
<td>means a School Teacher who teaches Prep to Year 6. From the commencement of the 2018 School Year, means a School Teacher who teaches Prep to Year 5.</td>
</tr>
<tr>
<td>Principal</td>
<td>means the person employed as the Principal of The King David School or the Principal’s nominee</td>
</tr>
<tr>
<td>School</td>
<td>means The King David School Holdings Ltd (ACN 005 454 704) trading as The King David School</td>
</tr>
<tr>
<td>School Educational Program</td>
<td>means an educational program for students in Year Prep through to Year 12</td>
</tr>
<tr>
<td>School Teacher</td>
<td>means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of the Education and Training Reform Act 2006 (Vic.) and is employed to teach an educational program. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.</td>
</tr>
</tbody>
</table>
School Year | means the period of twelve months from the day that Teachers are required to attend the School for the new educational year, as determined by the School, and includes term and non-term weeks.
---|---
Secondary Teacher | means a School Teacher who teaches Year 7 to Year 12. From the commencement of the 2018 School Year, means a School Teacher who teaches Year 6 to Year 12.
Student Supervision | means the hours that the Early Childhood Teacher is required to supervise students in the School's Kindergarten Program. The Student Supervision hours exclude non-supervisory duties such as preparatory, administrative and associated responsibilities.
Teacher | means a School Teacher and an Early Childhood Teacher, unless separately specified.
Term Weeks | Means the weeks, or part thereof, in the school year that students are required to attend school and designated student-free days as set out in the school calendar of the School.
Victorian Institute of Teaching | means the statutory authority for the registration of teachers established pursuant to the *Education and Training Reform Act 2006* (Vic.)
WIRC | means the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)

4 PARTIES BOUND

4.1 This Agreement binds:
   i. the Employer;
   ii. School Teachers; and
   iii. Early Childhood Teachers.

4.2 This Agreement does not cover:
   i. a Principal;
   ii. a Deputy Principal, Head of School, or Director of Pre-School by whatever name called;
   iii. an employee who is covered by the Educational Services (Schools) General Staff Award 2010; or

5 RELATIONSHIP TO AWARDS

This Agreement operates to the complete exclusion of the Award which would otherwise apply to any of the Teachers covered by this Agreement.

6 NO EXTRA CLAIMS

The Employer and Teachers agree that the salary increase and other improvements in conditions of employment provided by this Agreement are in settlement of all existing claims made by the Employer and the Teachers, and that no further claims will be made prior to the nominal expiry date set out in Cl. 2.
7 NATIONAL EMPLOYMENT STANDARDS

7.1 The National Employment Standards (NES) in Part 2-2 of the Act are the minimum entitlements of a Teacher covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.

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

8 AGREEMENT FLEXIBILITY

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

the agreement deals with one or more of the following matters:

a) arrangements about when work is performed;
b) overtime rates;
c) penalty rates;
d) allowances;
e) leave loading; and

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

the arrangement is genuinely agreed to by the Employer and Employee.

8.2 The Employer must ensure that the terms of the individual flexibility arrangement:

a) are about permitted matters under s.172 of the Act; and
b) are not unlawful terms under s.194 of the Act; and

c) result in the Employee being better off overall than the employee would be if no arrangement was made.

8.3 The Employer must ensure that the individual flexibility arrangement:

a) is in writing; and
b) includes the name of the Employer and Employee; and

c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

d) includes details of:

i. the terms of the enterprise agreement that will be varied by the arrangement; and

ii. how the arrangement will vary the effect of the terms; and

iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

e) states the day on which the arrangement commences.
8.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

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

a) by giving no more than 28 days written notice to the other party to the arrangement; or

b) if the Employer and Employee agree in writing — at any time.
PART 2 CONSULTATION AND DISPUTE RESOLUTION

9 CONSULTATION

9.1 This clause applies if the Employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on Employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

In this clause: relevant Employees means the Employees who may be affected by a change referred to in cl.9.1(a) or (b).

Consultation regarding major workplace change

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

(a) the Employer must notify the relevant Employees of the decision to introduce the major change; and

(b) cl.9.3 to 9.9 apply.

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

9.4 If:

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

b) the Employee or Employees advise the Employer of the identity of the representative,

the Employer must recognise the representative.

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

(a) discuss with the relevant Employees:

i. the introduction of the change; and

ii. the effect the change is likely to have on the Employees; and

iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

(b) for the purposes of the discussion — provide, in writing, to the relevant Employees:

i. all relevant information about the change including the nature of the change proposed; and

ii. information about the expected effects of the change on the Employees; and

iii. any other matters likely to affect the Employees.
9.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

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

9.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl.9.2(a) and cl.9.3 and 9.5 are taken not to apply.

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

   a) the termination of the employment of Employees; or
   b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or
   c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
   d) the alteration of hours of work; or
   e) the need to retrain Employees; or
   f) the need to relocate Employees to another workplace; or
   g) the restructuring of jobs.

**Consultation about changes to regular roster or hours of work**

9.10 For a change referred to in cl.9.1(b):

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

   (b) cl.9.11 to 9.15 apply.

9.11 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

9.12 If:

   (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and

   (b) the Employee or Employees advise the Employer of the identity of the representative,

   the Employer must recognise the representative.
9.13 The Employer must:

(a) discuss with the relevant Employees the introduction of the change; and
(b) for the purposes of the discussion, provide to the relevant Employees:
   (i) information about the proposed change (for example, information about the nature of the change to the Employee’s regular roster or ordinary hours of work and when that change is proposed to commence); and
   (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
   (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
(c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

9.16 For the purposes of cl.9.11 to 9.15, the Employer’s educational timetable in respect of academic classes and student activities, which:

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

is not a regular roster.

9.17 However, where a change to the Employer’s educational timetable directly results in a change:

(a) to the number of ordinary hours of work of an Employee, or
(b) to the spread of hours over which the Employee’s ordinary hours are required to be worked, or
(c) to the days over which the Employee is required to work,

cl.9.11 to 9.15 will apply.
10 DISPUTE RESOLUTION PROCEDURE

10.1 If a dispute relates to:
   a) a matter arising under the Agreement; or
   b) the NES;
   this clause sets out procedures to settle the dispute.

10.2 FWC may not, when exercising a power of dispute resolution under this Agreement, provide a right or remedy on the basis that a termination of employment was harsh, unjust or unreasonable.

10.3 A Teacher who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

10.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Teacher or Teachers concerned and relevant supervisors and/or management.

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

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

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

10.7 While the parties are trying to resolve the dispute using the procedures in this clause:
   a) a Teacher must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
   b) a Teacher must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
      iii) the work is not safe; or
      iv) the Occupational Health and Safety Act 2004 (Vic.) would not permit the work to be performed; or
      v) the work is not appropriate for the Teacher to perform; or
      vi) there are other reasonable grounds for the Teacher to refuse to comply with the direction.

10.8 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.
PART 3 TYPES OF EMPLOYMENT & TERMINATION OF EMPLOYMENT

11 TYPES OF EMPLOYMENT

11.1 Teachers will be employed in one of the following categories:
   a) full-time employment;
   b) part-time employment;
   c) casual employment; or
   d) fixed term employment

11.2 Terms of Engagement
   (a) On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the classification and rate of salary applicable on commencement, the Teacher's face-to-face teaching load, details of their co/extra-curricular commitment and duties and details for how the annual leave loading will be paid.
   (b) In the case of a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the School and that their extra-curricular commitments and duties will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.
   (c) Where the Employer engages the Teacher on a fixed term basis, the letter of appointment will inform the Teacher of the reason the employment is fixed term, the date of commencement and the period of the employment.

11.3 Full Time Employment
   A full-time Teacher is engaged to work an average of 38 ordinary hours per week.

11.4 Part Time Employment
   a) A part-time School Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time School Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the School.
      i) The pro rata annual salary is calculated using the following formula. For the purpose of this formula:

         A Full Time School Teacher’s Face-to-Face Teaching hours are deemed to be 22 hours primary and 18 hours secondary.

         \[
         \text{hours of Face-to-Face Teaching} \times \frac{x}{\text{annual salary}} \\times \frac{\text{hours of Full Time Teacher’s Face-to-Face Teaching}}{22+18}
         \]

         \[
         \text{hours of Face-to-Face Teaching} \times \frac{x}{\text{annual salary}} \\times \frac{\text{hours of Full Time Teacher’s Face-to-Face Teaching}}{40}
         \]
b) A part-time Early Childhood Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of student supervision hours prescribed for the part-time Early Childhood Teacher from time to time by the usual number of face-to-face student supervision hours prescribed for a full-time Early Childhood Teacher in the School.

i) The pro rata annual salary is calculated using the following formula. For the purpose of this formula:

\[
\text{Hours of Student Supervision are deemed to be 25 hours} \\
\frac{\text{hours of Student Supervision} \times \text{annual salary}}{\text{hours of Full Time Early Childhood Teacher's Student Supervision}}
\]

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

(d) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.

(e) The Employer may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing four weeks’ notice in writing in, or where the change would result in a reduction in salary, the salary is maintained for a period of four weeks.

(f) If a part-time Teacher’s hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of Cl. 15 - Redundancy.

(g) A Part Time Teacher who agrees to work additional day/s or hours of Face-to-Face Teaching or Student Supervision, as relevant, in their normal role, will be paid as per their standard pay level and accrue entitlements accordingly.

(h) A Part-Time teacher employed to work as an emergency teacher will be paid the casual emergency teacher rate of pay.

11.5 Fixed Term Employment

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

1. to replace one or more Teachers who are on leave; temporarily performing other duties; or whose employment has terminated after the commencement of the School Year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by a further period to cover the absence.

2. undertake a specified task which has a limited period of operation; or

3. to undertake a specified project for which funding has been made available;

b) A Fixed Term Teacher is entitled to the benefits of this Agreement on a pro rata basis where the Teacher is employed part time or where the Teacher has been employed for a period of less than 12 months.
c) Before employing a Fixed Term Teacher on a replacement basis, the Employer will inform the Fixed Term Teacher 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 Teacher being replaced.

d) Subject to clause 12 – Minimum Employment Period, the termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the notice of termination provisions in clause 13 – Notice of Termination.

e) A Fixed Term Teacher is not entitled to any of the following benefits under this Agreement:

- notice of termination (where the date of cessation of employment is stated at the time of appointment);
- paid parental leave; and
- redundancy.

11.6 Casual Employment

(a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive Term weeks.

(b) A casual engagement may be extended by agreement between the Employer and the casual Teacher provided the total period of the engagement does not exceed one school term.

(c) A casual teacher, other than a part time teacher engaged under Clause 11.4 (g), will be engaged for a half day or a full day. These rates of pay incorporate a loading in lieu of paid leave entitlements.

(d) A casual Teacher is not entitled to any of the following benefits under this Agreement:

(i) notice of termination of employment;
(ii) redundancy;
(iii) remuneration packaging;
(iv) annual leave;
(v) leave loading;
(vi) paid personal/carer’s leave;
(vii) paid compassionate leave;
(viii) paid parental leave;
(ix) pro rata payment of salary inclusive of annual leave;
(x) infectious diseases leave;
(xi) examination leave;
(xii) qualification conferral leave;
(xiii) tuition fee discount; and
(xiv) family violence leave
12. MINIMUM EMPLOYMENT PERIOD

12.1 A Teacher’s employment is contingent upon the satisfactory completion of a minimum employment period of six months.

12.2 If the Employer is to terminate the employment of a Teacher during the six month minimum employment period, the Employer does not need to provide the relevant notice of termination in clause 13.2 – Notice of Termination by the Employer, and does not need to comply with Cl 14 – Performance and Conduct Management, or any due process, performance or conduct management policies or procedures in place from time to time or.

12.3 If the Employer is to terminate the employment of a Teacher within the six month minimum employment period, the Teacher is entitled to four (4) weeks’ notice, in writing, wholly within the one school term or payment in lieu of notice.

12.4 If the Teacher is to resign within the the six month minimum employment period, then the Teacher is required to give the same notice required of the Employer in 12.3 above, with the notice given in writing.

13. TERMINATION OF EMPLOYMENT

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

13.2 Notice of termination by the Employer

Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has been employed for six or more months, the Employer will give seven weeks’ notice in writing, with the notice given wholly within the one school term, or payment in lieu.

13.3 Notice of termination by the Employee

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

13.4 The notice period in this clause does not apply where the Teacher is guilty of serious misconduct.

13.5 Job search entitlement

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

13.6 Withholding of monies

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

Upon the termination of employment of a Teacher, the Employer will provide
upon the request of the Teacher, a statement of service setting out:

a) the commencement and cessation dates of employment;
b) for a casual Teacher, the number of days of duty worked by the Teacher
during the period of the engagement.

14 PERFORMANCE AND CONDUCT MANAGEMENT

14.1 Application

The Employer will not be required to commence a performance or conduct
management procedure, as detailed in this clause:

(a) where a Teacher's employment is terminated during the minimum
employment period pursuant to Cl 12;

(b) for a casual Teacher

14.2 Performance Management

a) Where the Employer is considering termination of employment for reasons
related to the Teacher’s performance, the Employer will implement the
procedure in this clause.

b) A formal performance management procedure will commence with the
Employer advising the Teacher in writing of:

(i) the Employer’s concern(s) with the Teacher’s performance;
(ii) the time, date and place of the first formal meeting to discuss the
Teacher’s performance;
(iii) the Teacher’s right to be accompanied by a nominee of the Teacher’s
choice at all meetings scheduled to discuss the Teacher’s
performance; and
(iv) the Employer’s right to terminate the employment should the procedure
not resolve the Employer’s concerns.

c) Formal performance management meetings will

(i) include discussion of the Employer’s concerns with the Teacher’s
performance;
(ii) give the Teacher an opportunity to respond to the Employer’s
concern(s);
(iii) include discussion of any counselling or assistance, where appropriate,
available to the Teacher;
(iv) include documentation, where appropriate; and
(v) set periods of review, as appropriate.

d) If, following the procedure in this clause, the Employer’s decision is to
terminate the employment of the Teacher, then the Employer will give the
required period of notice or payment in lieu of notice.
14.3 Conduct Management Procedure

a) Where the Employer is considering termination of employment for reasons related to a Teacher's conduct, the Employer will implement the procedure in this clause.

The Employer will advise the Teacher of:

(i) the Employer's concern with the Teacher's conduct;
(ii) the time, date and place of the meeting to discuss the Teacher's conduct;
(iii) the Teacher's right to be accompanied by a nominee of the Teacher's choice at any meeting scheduled to discuss the Teacher's conduct; and
(iv) the Employer's right to terminate the Teacher's employment should the Employer's concerns not be resolved.

b) The formal conduct management meeting(s) will:

(i) include discussion of the Employer's concern with the Teacher's conduct; and
(ii) give the Teacher an opportunity to respond to the Employer's concerns.

c) Concerns with a Teacher's conduct may be resolved by:

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

14.4 Suspension

Notwithstanding any of the provisions in this Agreement, the Employer may suspend a Teacher with pay while considering any matter which in the view of the Employer could lead to the Teacher's summary dismissal.
15. **REDUNDANCY**

15.1 Redundancy pay is provided for in the NES. This clause provides enterprise specific details and supplements the NES.

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

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Redundancy 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>
</tr>
<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>20.0 weeks’ pay</td>
</tr>
</tbody>
</table>

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

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

15.4 Time off during notice period
   a. A teacher given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of the notice period.
   b. If the Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

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

16. **BREAKAGE AND LOSS**
A Teacher 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 Teacher’s duties.
PART 4    CLASSIFICATIONS, SALARIES AND RELATED MATTERS

17.    CLASSIFICATIONS

a) Duties of Teacher

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.

A Teacher is required to:

▪ be responsible for the effective, teaching, delivery and assessment of the educational program and reporting;

▪ develop and maintain computer literacy levels to facilitate electronic communication, report writing and/or student observations and portfolios; and

▪ undertake a reasonable number of duties and responsibilities which include matters additional to professional teaching, such as parent/teacher meetings, staff meetings, yard/bus duty and school events which are considered necessary for the effective operation or needs of the School, or the safety, development and general welfare of the students.

▪ A Teacher’s Staff Manual will be published annually with details of all School operations and policies, with updates distributed as required. The Teacher’s Staff Manual is not incorporated into this Agreement.

17.2 Recognition of previous service

(a) On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule B, according to qualifications and teaching experience. Teaching experience does not include:

(i) employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program);

(ii) employment in an English Language School; or

(iii) experience gained overseas before being conferred with the requisite Australian qualifications.

(b) Service as a part-time Teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year;

(c) In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

(d) In the case of an Early Childhood Teacher, the following will count as service:

(i) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
(ii) teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;

(iii) service as a lecturer in Early Childhood Education or Child Development, as a Child Development Officer or equivalent; and

(iv) service as a Diploma Qualified Childcare Worker, at the rate of one year for every three years' service up to a maximum of four years.

(v) teaching experience does not include experience gained overseas before being conferred with the requisite Australian qualifications.

17.3 Evidence of Qualifications

(a) The Employer may require that a Teacher provide documentary evidence of qualifications and teaching experience. If the Employer considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the Employer may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the Employer will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.

b) Acquisition of additional qualifications

i. A three, four, or five year trained teacher, who acquires additional qualifications relevant to the Teacher’s position of employment with the School, is entitled to be credited with the equivalent of one year of experience for each qualification (where that qualification is at least the equivalent of one full year course of study).

ii. A Teacher is required to notify the Employer in writing of the acquisition of the qualification. The written notice must be accompanied by satisfactory evidence of acquisition, which, ordinarily, will include a certified copy of the award and transcript of results.

iii. The advancement will take effect:

- from the commencement of the next School Year where the Teacher gains the qualification at the end of the tertiary year, or
- immediately from the notification of attainment, with the Teacher’s original anniversary date retained, where the Teacher gains the qualification during the year.

iv. Notwithstanding anything to the contrary, entitlement derived from the acquisition of the additional qualifications will not pre-date the written notification.

18 SALARIES

A Teacher is entitled to be paid salary in accordance with Schedule A - Classifications and Schedule B - Salaries
19 ALLOWSCES

19.1 Position of Responsibility Allowance
The School has developed a Position of Responsibility Process which is available to all teachers. The Position of Responsibility Process is not incorporated into this Agreement.

a) Eligibility
   i. A Position of Responsibility (POR) allowance will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the Employer.
   ii. An allowance is linked to a POR rather than tied to an individual Teacher.
   iii. The Principal determines who holds a position that is eligible for a POR allowance.

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

19.2 Vehicle Allowance
A Teacher required by the Employer to use the Teacher’s motor vehicle in the performance of duties must be paid the following allowances:

(i) Motor car
    $0.78 per kilometre with a maximum payment up to 400 kms per week.

(ii) Motorcycle
    $0.26 per kilometre with a maximum payment up to 400 kilometres per week.

(a) The allowance is not payable for inter-campus travel.
(b) The Employer must pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle which is used by a Teacher in the performance of the Teacher’s duties.

20 ACCIDENT PAY

20.1 Where a Teacher is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), (WIRC), the Employer must pay to the Teacher the difference between such weekly payments and the normal remuneration of the Teacher 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 Teacher remains employed by the Employer.

20.2 If a Teacher is absent from work because of a personal illness or injury, for which the Teacher is receiving compensation payments pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), then:
(a) the Teacher does not accrue any of the following entitlements under this Agreement or under the WIRC (where relevant) for the duration of any such absence:
   i. annual leave; or
   ii. paid personal/carer’s leave; and

(b) the Employee is not entitled to any payment or benefit in respect of any Non Attendance Time which fall during the period that the Employee is in receipt of weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)

21 PAYMENT OF WAGES

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

21.2 Salary increases will be implemented from the first full pay period after teaching staff return to work at the commencement of each school year.

21.3 Incremental salary level changes will be implemented from the first full pay period following the anniversary of the teacher’s appointment.

22 REMUNERATION PACKAGING

22.1 Upon receiving a written election for a remuneration packaging arrangement from the Teacher and provided there is no additional cost to the Employer, the Employer is prepared to offer the Teacher the opportunity to receive part of the Teacher’s remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.

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

23 SUPERANNUATION

23.1 Superannuation legislation

a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and Teachers. Under superannuation legislation individual Teachers generally have the opportunity to choose their own superannuation fund. If a Teacher does not choose a superannuation fund, any superannuation fund selected by the Employer applies.

b) The rights and obligations in these clauses supplement those in superannuation legislation.
23.2 Employer contributions

The Employer must make such superannuation contributions to a superannuation fund for the benefit of a Teacher as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Teacher.

23.3 Voluntary employee contributions

a) Subject to the governing rules of the relevant superannuation fund, a Teacher may, in writing, authorise the Employer to pay on behalf of the Teacher a specified amount from the post-taxation wages of the Teacher into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl.23.2.

b) A Teacher may adjust the amount the Teacher has authorised the Employer to pay from the wages of the Teacher from the first of the month following the giving of three months’ written notice to the Employer.

c) The Employer must pay the amount authorised under cl.23.3(a) and cl 23.3(b) no later than 28 days after the end of the month in which the deduction authorised under cl.23.3(a) and cl 23.3(b) was made.

23.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in cl. 23.2 to another superannuation fund that is chosen by the Teacher, the Employer must make the superannuation contributions provided for in cl.23.2 and pay the amount authorised under cl. cl.23.3(a) and cl 23.3(b) to the School’s default superannuation fund (NGS) or its successors, provided that the Employer is not required to become a participating employer.
PART 5  HOURS OF WORK AND RELATED MATTERS

24.  ORDINARY HOURS OF WORK

24.1 This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.

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

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

24.4 The Employer will determine the ordinary full time Face-to-Face Teaching or Student Supervision hours per week and the professional duties to be allocated to the Teacher. Where the Face-to-Face Teaching or Student Supervision hours fall below the maximum allotment, the Employer may direct the Teacher to undertake other duties commensurate with the Teacher's skills and qualifications.

24.5 Generally, the Employer will provide written notice of the Term weeks and days in Non-term weeks on which the Teachers are required to attend, six months in advance of the requirement to attend.

24.6 The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the School year or a proportion of the School year. The Teacher's absence from School during Non-term weeks is deemed to include their entitlement to annual leave.

24.7 Teacher in first year of teaching

The Employer will assign a Teacher in the School Educational Program, who has provisional registration or Permission to Teach with the Victorian Institute of Teaching and is in the first year of employment as a teacher, up to two hours less Face-to-Face Teaching duties and/or duties than the average Full Time Teacher.

25.  BREAKS

A Teacher will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.
PART 6  LEAVE AND PUBLIC HOLIDAYS

26  ANNUAL LEAVE

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

26.2 Timing of annual Leave

A Teacher must take annual leave during Non-term weeks. Leave must generally be taken, in the four week period immediately following the final Term week of the current School year, unless otherwise agreed with the Employer.

26.3 Crediting of annual leave

A Teacher may take annual leave re-credited in accordance with the NES only during Non-term weeks as directed by the Employer.

27.  PRO RATA PAYMENT OF SALARY INCLUSIVE OF ANNUAL LEAVE

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

27.2 The provisions of this clause will apply:

a) in the calculation of payment in regard to pro rata salary where a Teacher’s employment ceases; or

b) in the calculation of payment in regard to pro rata salary if:

i. a Teacher commenced employment after the school service date;

ii. a Teacher has taken leave without pay of more than two Term weeks since the school service date; or

iii. the hours which a Teacher has worked at the School have varied since the school service date.

27.3 Termination of employment

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

27.4 Teachers who commence employment after the commencement of the School year

A Teacher who commences employment after the usual date of commencement in any School year, will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to this clause at the end of the School year and will not receive any salary or other payment until the commencement of the next School year.
27.5 Teachers who take approved leave without pay

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

a) if the leave without pay commences and concludes in the same School year, the payment will be calculated and made at the conclusion of the last school term or final semester in that year; and

b) if the leave without pay is to conclude in a School year following the School year in which the leave commenced:
   i. at the commencement of the leave, a payment will be calculated and made in respect of the School year in which the leave commences; or
   ii. at the end of the last school term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that School year.

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

27.6 Calculation of payments

\[
P = \frac{s \times c}{B} - d
\]

\(P\) is the payment due

\(s\) is the total salary paid in respect of Term weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.

\(b\) is the number of Term weeks, or part thereof in the School year

\(c\) is the number of Non-term weeks, or part thereof, in the School year

\(d\) is the salary paid in respect of Non-term weeks, or part thereof, that have occurred since the school service date or date of employment in circumstances where the Teacher has been employed by the Employer since the school service date

27.7 For the purpose of this clause:

a) school service date means the date from which Teachers are paid at the commencement of the school year in their first year of service with the Employer; and

b) Teacher means a Teacher other than a casual Teacher.

c) Any period of paid birth related or adoption related leave is not included in the calculation of ‘s’ or ‘d’ in this formula.

27.8 The formula in cl. 27.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the School year in which the formula is applied.
28  ANNUAL LEAVE LOADING

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

28.2  A Teacher who has served throughout the School year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:
   a) at the time that the Teacher is paid annual leave or pro rata annual leave; or
   b) on the termination of employment by either party.

28.3  Leave loading is to be calculated using the following formula:

\[
\text{[Weekly salary x 4 x 17.5\%] x Term weeks worked by the Teacher in that School year} / \text{Total Term weeks in that School year}
\]

29  PERSONAL/CARER’S LEAVE

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

29.2  A Teacher other than a casual Teacher is entitled to a paid personal/carer’s leave entitlement, which includes both sick and carer’s leave.

29.3  For a full-time Teacher, the personal/carer’s leave entitlement equates to 15 days per year of service, which accrues progressively during service. A part-time Teacher is entitled to paid personal/carer’s leave on a pro rata basis based on their ordinary hours of work.

29.4  Where a full-time Teacher requires personal/carer’s leave in excess of the Teacher's accrued entitlement, the Teacher is entitled to be paid personal/carer’s leave in advance of accrual as follows:

   a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or
   b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,

   provided that the notice and evidentiary requirements are met.

29.5  Paid personal leave is taken due to a personal illness or injury.

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

29.7  Where the Teacher has exhausted the paid personal/carer’s leave entitlement, the Teacher 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 Teacher.
29.8 A casual Teacher 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 Teacher.

29.9 Notice and evidentiary requirements

(a) A Teacher must notify the Employer of the Teacher's absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of a personal illness or injury or to provide care or support to a member of the Teacher's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

(b) A Teacher is entitled to personal/carer's leave provided that:

(i) the Teacher produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence of more than two consecutive days;

(ii) the Teacher provides a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence continuous with a public holiday to which the Teacher is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;

(iii) the Teacher produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one School year.

30. COMPASSIONATE LEAVE

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

30.2 A Teacher may take:

a) up to three (3) days' paid leave per occasion when a member of the Teacher's Immediate Family or household dies or when a member of the Teacher's Immediate Family or household contracts or develops a personal injury or illness that poses a serious threat to life.

b) In addition to the entitlement in 30.2.a, a Teacher is entitled to use up to two (2) days of the Teacher's accrued personal/carer's leave entitlement on each occasion when a member of the Teacher's immediate family or household dies.

30.3 Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Teacher.

30.4 The Teacher is entitled to compassionate leave only if the Teacher gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.
31 COMMUNITY SERVICE LEAVE
31.1 Community service leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.

32 JURY SERVICE LEAVE

a) A Teacher, who is required to appear and/or serve as a juror will be entitled to be granted paid leave for the period during which attendance at court is required.

b) A Teacher must notify the Employer as soon as possible of the date upon which the Teacher is required to attend for jury service.

c) A Teacher 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.

d) The Teacher 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.

e) Following the conclusion of the jury service, employees are obliged to pay the school the full amount of any money received by the employee from the court.

33. PUBLIC HOLIDAYS
33.1 Public holidays are provided for in the NES.

33.2 Substitution of public holidays

By agreement between the Employer and the majority of teachers:

a) an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.

b) The agreement will be recorded in writing and made available to the affected Teacher.

c) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

33.3 Public holidays that occur during a period of Non-Term Time for Teachers do not create an additional entitlement.

34 LONG SERVICE LEAVE

34.1 Long service leave is provided by the NES except where this Agreement provides ancillary or supplementary terms.

34.2 The NES preserves clause 27 - Long service leave of the Victorian Independent Schools – Teachers – Award 1998 (AP802001CRV), which in summary provides:

a) 13 weeks’ long service leave upon the completion of 10 years of continuous employment;

b) 6.5 weeks’ long service leave upon the completion of each subsequent period of 5 years of continuous employment; and

c) payment instead of long service leave when employment terminates following the completion of 7 years of continuous employment.
34.3 Clause 27 – Long Service leave is reproduced in Schedule C – Long Service Leave to this Agreement.

34.4 Taking Long Service Leave
   i) A Teacher is entitled to take long service leave upon the completion of seven (7) years of continuous employment.
   ii) Following consultation between the Employer and the Teacher, a Teacher must take long service leave within three (3) years of the entitlement to long service leave falling due.
   iii) In consultation about the timing of such leave, the Employer agrees to take into account the Teacher’s needs, in so far as they are compatible with the Employer’s operational needs.
   iv) The period of long service leave will usually be for a full term. In special circumstances, an application for a shorter period of long service leave will be considered by the Employer.
   v) A Teacher who has completed twenty years’ continuous employment must take the second period of long service leave by the end of the twenty-first year of employment.

35 PARENTAL LEAVE

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

35.2 Part Time Work
   a) Subject to 35.1, a Teacher entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Teacher to return from a period of parental leave on a part-time basis until the child reaches school age to assist the Teacher in reconciling work and parental responsibilities.

   b) An application pursuant to cl 35.2a must be made as soon as possible, preferably no less than ten (10) weeks prior to the date upon which the Teacher is due to return to work from parental leave.

35.3 Variation of period of parental leave
   Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Employer and the Teacher.

35.4 A Teacher replacing a Teacher granted parental leave will not be entitled to more than four (4) weeks’ notice of termination of employment. The notice of termination provisions will be specified in writing at the time the replacement Teacher is employed.
36 PAID PARENTAL LEAVE

36.1 Application

36.1.1 This clause does not apply to a casual or fixed-term Teacher.

36.1.2 This clause applies to a full-time or part-time Teacher who is entitled to unpaid parental leave in accordance with the NES and Cl. 34-Parental Leave.

36.1.3 The payments in cl.36.2 and 36.3:
   i. are not payable during a period of paid leave;
   ii. are payable from the commencement date of the period of parental leave upon the birth or adoption of a child;
   iii. are paid at the Teacher’s ordinary rate of pay; and
   iv. are payable to one Teacher only, where the Employer employs both parents of the child.

36.2 Birth-related leave and adoption-related leave

   a) A Teacher will be entitled to 14 weeks of leave with pay, inclusive of annual leave accrued during the paid parental leave period, to be the primary caregiver provided the leave is taken preceding or immediately after the birth/placement of the child.

   b) If the Teacher takes less than the entitlement of leave with pay as per Cl 35.2a, the Teacher will be paid for the period of leave taken.

   c) The period of leave with pay comprises paid birth-related leave/adoption related leave and annual leave that accrues during the birth-related leave/adoption-related leave.

   d) A Teacher must have completed a minimum of 12 months’ continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.

36.3 Partner leave

A Teacher, who has completed at least 12 months’ continuous service with the Employer as at the date of the birth or placement of the child and takes concurrent leave will be entitled to ten (10) days of leave with pay.

37 LEAVE WITHOUT PAY

Leave without pay is not an entitlement. A Teacher may apply for leave without pay which may be granted at the discretion of the Principal. A Teacher agrees that entitlements under this Agreement do not accrue during any period of leave without pay in excess of two (2) Term weeks.
38 INFECTIOUS DISEASES LEAVE
A Teacher who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Teacher 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.

39 EXAMINATION LEAVE
A Teacher will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

40 QUALIFICATION CONFERRAL LEAVE
A Teacher will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

41 FAMILY VIOLENCE LEAVE
41.1 Definition
For the purpose of this clause, family violence is defined by the Family Violence Protection Act 2008 (Vic) (FVPA). Under this Act, the definition of family violence is behaviour by a person towards a family member of that person if that behaviour is abusive (physical, sexual, emotional or psychological, or economic), threatening, coercive or in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person.

41.2 Leave entitlement
41.2.1 A teacher subject to family violence is entitled to five days per year of paid family violence leave for the purpose of:
(a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
(b) relocation or making other safety arrangements; or
(c) other activities reasonably associated with the experience of family violence.

41.2.2 Family violence leave may be taken as consecutive or single days, including half days.

41.2.3 Family violence leave is not cumulative from year to year.
41.3 Notice and Evidentiary Requirements

41.3.1 The teacher shall give notice to the Principal as soon as reasonably practicable of the teacher’s request to take family violence leave.

41.3.2 The teacher must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 41.2.1. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the employee may provide a statutory declaration.

41.3.3 The teacher will not place the documentary evidence provided under clause 41.3.2 on the teacher’s file, unless expressly permitted by the teacher. Instead, the Employer may place a note on the teacher’s file confirming:
   a) the dates that family violence leave was taken; and
   b) that documentary evidence was sighted by the Employer.

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

41.4 Support
41.4.1 A teacher experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.
PART 7 OTHER PROVISIONS

42 CAMPS
42.1 The Employer expects that all Teachers at relevant year levels will attend a camp each School Year.

42.2 A Teacher will be entitled to a day in lieu, to be taken at a time agreed by the Teacher and the Principal or the Principal’s delegate when:
   c) a teacher attends a camp for four or more consecutive nights
   d) a teacher attends two camps or more
   e) a teacher attends camp on a public holiday for which the school is closed

42.3 From 2017, the Employer will pay a camp allowance of $$72 per night to a Teacher attending a year level or curriculum-based camp.

42.4 The camp allowance will increase in February each year at the same percentage increase afforded salaries in February each year.

43 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 teacher for cleaning costs incurred.

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

45 TUITION FEE DISCOUNT
45.1 A Teacher, other than a casual or fixed term teacher, whose child or children attend the School, Preschool or Kindergarten, is entitled to a tuition fee discount of 25 per cent.

45.2 In order to be eligible for a tuition fee discount, a Teacher must:
   (a) pay the application and enrolment fee in full prior to the commencement of enrolment; and
   (b) pay the discounted tuition fees via automatic salary deduction.

45.3 Additional charges for extras and uniforms are not subject to any discount. Such charges include, but are not limited to, costs for camps, books, music tuition, excursions, outside school hours care, security levy, etc

45.4 Tuition fee discounts do not apply to any other services, such as outside school hours care.

45.5 The tuition discount cannot be taken in conjunction with fee relief, (where a Teacher is eligible for fee relief), or a scholarship (where a scholarship has been accepted on behalf of the teacher’s child). The Teacher may choose to accept the higher of the three alternatives; but no combination thereof.

45.6 Discount will cease in the event of default of payment of general tuition fees or additional charges for extras.
46 WORKPLACE CONSULTATIVE COMMITTEE

46.1 A Consultative Committee will be established whose role will be:
• to provide a forum for discussion of areas that involve all Teachers; and
• to act as a problem-solving group, which will assist with the making of recommendations to the Principal for the Council’s consideration.

46.2 The membership of the Consultative Committee will comprise:
• the Principal and two (2) nominees of the Principal; and
• three Teacher representatives elected annually by the Teachers employed by the School who shall represent all Teachers at all campuses of the School.

46.2 The Consultative Committee will meet at least once per term. Meetings will be minuted.
SCHEDULE A  CLASSIFICATION STRUCTURE

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

1.1.1 A Teacher, who has a 4 year approved training course beyond secondary school including teacher training, will commence at Level 1 and, subject to 1.1.2, progress to Level 11 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.

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

1.2 Permission to Teach Teachers with the Victorian Institute of Teachers

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

1.2.2 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.

1.3 Early Childhood Teachers

1.3.1 An Early Childhood Teacher, who has a 4-year approved training course beyond secondary school, including Early Childhood teacher training, will commence at Level 1 and, subject to 1.3.2, progress to Level 11 in annual increments on the anniversary of the Kindergarten Teacher’s teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1.3.2 An Early Childhood 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.
SCHEDULE B  RATES OF PAY

2.1 Annual Rate of Pay
The annual rate of pay for a Full Time Teacher will be not less than that prescribed by the following table.

<table>
<thead>
<tr>
<th>Level</th>
<th>01-Feb-17</th>
<th>1-Jul-17</th>
<th>1-Apr-18</th>
<th>1-Oct-18</th>
<th>01-Apr-19</th>
<th>01-Oct-19</th>
<th>01-Apr-20</th>
<th>01-Oct-20</th>
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<td>67,511</td>
<td>68,524</td>
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<td>69,852</td>
<td>70,900</td>
<td>72,141</td>
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<td>72,543</td>
<td>73,450</td>
<td>74,552</td>
<td>75,857</td>
<td>76,994</td>
<td>78,342</td>
<td>79,517</td>
<td>80,909</td>
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<tr>
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<td>79,188</td>
<td>80,574</td>
<td>81,782</td>
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<td>79,098</td>
<td>80,482</td>
<td>81,690</td>
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<td>80,789</td>
<td>82,001</td>
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<td>89,693</td>
<td>91,039</td>
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<td>105,959</td>
<td>107,813</td>
<td>109,430</td>
<td>111,346</td>
</tr>
</tbody>
</table>

2.2 Weekly Rate of Pay
The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

2.3 Annual Leave Loading
The annual rate of pay in 2.1 does not include annual leave loading.

2.4 Casual Rate of Pay
2.4.1 The rate of pay for a Casual Teacher will not be less than the rate of pay specified by the following table.

<table>
<thead>
<tr>
<th></th>
<th>1 July 2017</th>
<th>1 July 2018</th>
<th>1 July 2019</th>
<th>1 July 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily</td>
<td>320.38</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Half day</td>
<td>160.19</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
</tbody>
</table>

* To be adjusted in accordance to increases set by the Minimum Wage Panel in the annual wage review of the Education Services (Teachers) Award 2010.

2.5 Rates of Pay for Positions of Responsibility
2.5.1 The following rates of pay apply to a position of responsibility from the first pay period commencing on or after 1 February 2017. The nature of the roles for each of the four levels will be outlined annually in the Teaching Staff Manual.

<table>
<thead>
<tr>
<th>Monetary Allowances from the first full pay period commencing on or after</th>
<th>1-Feb-17</th>
<th>1-Jul-17</th>
<th>1-Apr-18</th>
<th>1-Oct-18</th>
<th>1-Apr-19</th>
<th>1-Oct-19</th>
<th>1-Apr-20</th>
<th>1-Oct-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level</td>
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<td>1.5%</td>
<td>1.75%</td>
<td>1.50%</td>
<td>1.75%</td>
<td>1.50%</td>
<td>1.75%</td>
<td>1.75%</td>
</tr>
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<td>3,978</td>
<td>4,038</td>
<td>4,108</td>
</tr>
<tr>
<td>2</td>
<td>4549</td>
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<td>4,848</td>
<td>4,933</td>
<td>5,007</td>
<td>5,095</td>
<td>5,171</td>
<td>5,261</td>
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<td>6,645</td>
<td>6,761</td>
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<tr>
<td>4</td>
<td>7531</td>
<td>7,908</td>
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<td>9,344</td>
<td>9,507</td>
<td>9,650</td>
<td>9,819</td>
</tr>
</tbody>
</table>

2.5.2 Where the position of responsibility is shared, the rate of pay will be shared.
SCHEDULE C          LONG SERVICE LEAVE

AP802001CRV - Victorian Independent Schools - Teachers - Award 1998

27. LONG SERVICE LEAVE

[27 see also Common Rule Declaration PR953700 appended to this award]

27.1 Preamble

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

27.2 Entitlement

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

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

27.3 Termination of employment

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

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

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

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

27.3.5 Where a teacher who has completed at least 7 years but less than 10 years of continuous service with an employer dies while still in the employment of such employer, the employer will pay to the teacher’s personal representative a sum equal to the amount of the teacher’s ordinary pay for the period equalling one fortieth of the teacher’s fractional employment.
27.4 Payment in lieu

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

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

27.5 Illness on long service leave

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

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

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

27.6 Mode of employment and payment

27.6.1 A teacher whose service has been

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

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

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

(a) Service prior to 1 February 1997

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

(ii) when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours;

(iii) when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment;
(iv) if a teacher can show that the teacher's average weekly hours over the whole of the teacher's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

(b) Service from 1 February 1997

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

27.7 Exceptions

Despite anything in this clause for the purpose of determining the amount of long service leave or pay in lieu thereof to which a teacher or a teacher's personal representative is entitled in respect of the period of employment commencing on or after 1 January 1965 and ending on 1 January 1980, so much of that period of employment as was commenced before 1 January 1980 will be reduced by one third.
EXECUTED as an agreement this 30 day of OCTOBER 2017

EMPLOYER REPRESENTATIVE
Signed: [Signature]
Date: 20.10.17
Name in full (printed): MARC LIGHT
Position title: PRINCIPAL
Authority to sign explained: Employer Representative
Address: 40 Narrim Road Caulfield 3162
Witnessed by: [Signature]
Witness name in full: Catherine Mary Kaserman
Witness address: 4 Cambridge Street Armadale 3143

EMPLOYEE REPRESENTATIVE
Signed: [Signature]
Date: 20/10/17
Name in full (printed): Adam Yee
Position title: Head of Music
Authority to sign explained: Employee Representative
Address: 15 McHenry Street, St Kilda East 3183
Witnessed by: [Signature]
Witness name in full: Lionel Katz
Witness address: 32 Foster Ave Glenhuntly 3163
15 November 2017

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

Dear Deputy President Kovacic,

Re: AG2017/4975 - Application for approval of *The King David School (Teachers) Agreement 2017*

The King David School makes the following undertakings:

- that the daily rate for a casual Teacher will not be less than $348.
- that the half day rate for a casual Teacher will not be less than $174.
- that a Teacher employed for a fixed period of time will not be engaged for less than four (4) weeks.

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

Yours sincerely,

Marc Light
Principal

Lionel Katz
Employee Representative