



# DECISION

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

**St Catherine's School**  
(AG2019/3651)

## ST CATHERINE'S SCHOOL - TEACHERS AGREEMENT 2019

Educational services

COMMISSIONER LEE

MELBOURNE, 29 OCTOBER 2019

*Application for approval of the St Catherine's School - Teachers Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *St Catherine's School - Teachers Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St Catherine's School. The Agreement is a single enterprise agreement.

[2] I note that the employer's statutory declaration in support of the application for approval of an enterprise agreement (F17) indicates that employees were notified of the details of the vote via email on 4 September 2019. I note that the vote commenced less than seven clear days later, on 10 September 2019. Also relevant is the fact that the F17 states that 88 out of 103 employees that will be covered by the Agreement who cast a valid vote, voted to approve the Agreement. I also note the vote was open until 17 September 2019.

[3] In *Construction, Forestry, Maritime, Mining and Energy Union and Ors v CBI Constructors Pty Ltd*,<sup>1</sup> the Full Bench confirmed that an employer must take all reasonable steps to notify relevant employees of the time, place and method of the vote at least seven clear days before the commencement of the vote, pursuant to s.180 (3) of the Act. Although it does not appear that employees were notified of the time, place and method of the vote seven clear days before the commencement of the vote, I refer to s.188 (2) of the Act and am satisfied that this error constitutes a minor procedural error, and that employees covered by this Agreement are not likely to be disadvantaged as a result of the error.<sup>2</sup>

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

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<sup>1</sup> [\[2018\] FWCFB 2732](#).

<sup>2</sup> Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others [\[2019\] FWCFB 318](#).

[5] 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 November 2019. The nominal expiry date of the Agreement is 4 November 2022.



COMMISSIONER

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<AE505869 PR713703>

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## Part 1—APPLICATION AND OPERATION

### 1. TITLE

1.1 This Agreement is to be known as the St Catherine's School - Teachers Agreement 2019 (the Agreement) and is a single enterprise agreement made pursuant to section 172 (2) of the *Fair Work Act 2009* (Cth.) (the Act).

### 2. COMMENCEMENT AND PERIOD OF OPERATION

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

2.2 The nominal expiry date of the Agreement is three (3) years from the operative date.

### 3. DEFINITIONS AND INTERPRETATION

WIRC Act	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor(s)
Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor(s)
Attendance Time	means all days of the School year less Non Attendance Time and the period of annual leave
Award	means the <i>Educational Services (Teachers) Award 2010</i> or its successor(s)
Casual Teacher	means a Teacher employed pursuant to Clause 11.6 of this Agreement
Early Learning Centre	means the centre providing the core curriculum to children under school age (three, four and five year old children)
Educational Program	means the core curriculum for the Early Learning Centre, the Junior School and the Senior School of St Catherine's School
Employer	means St Catherine's School [ABN 90 004 251 816] trading as St Catherine's School
Face to Face Teaching	means timetabled classes for a Teacher
Five year trained Teacher	means a Teacher: <ul style="list-style-type: none"><li>• who has completed an undergraduate degree or a degree in education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or</li><li>• who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers</li></ul>
Fixed term Teacher	means a Teacher employed pursuant to Clause 11.5 of this Agreement
Four year trained Teacher	means a Teacher:



	<ul style="list-style-type: none"> <li>• who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university; or</li> <li>• who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or</li> <li>• who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers</li> </ul>
Full time Teacher	means a Teacher employed pursuant to Clause 11.3 of this Agreement
FWC	means the Fair Work Commission
Immediate Family	<p>means</p> <ul style="list-style-type: none"> <li>• spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Teacher. A de facto spouse means a person who, although not legally married to the Teacher, lives with the Teacher in a relationship as a couple on a bona fide domestic basis</li> <li>• child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, grandparent, grandchild or sibling of the Teacher or spouse of the Teacher</li> </ul>
Junior School	means the core curriculum for children in Prep to Year 6
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth)
Non Attendance time	Means a period of time that will be announced in advance of the new School Year and will not be less than the School holidays mandated by the Victorian government teachers (less 4 weeks' annual leave)
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 <i>Education and Training Reform Act 2006</i> (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
Principal	means the Principal of St Catherine's School or his/her nominee
Registered Medical Practitioner	means a person who is qualified to practise medicine in Australia and is registered with the Medical Board of Australia
School	means St Catherine's School [ABN 90 004 251 816] trading as St Catherine's School
School Council	Means the representatives, either elected or appointed, to manage the School and the custody and control of its funds and property
School year	means the period of 12 months commencing from the day that Teachers are required to attend the School for the new educational year or the calendar year, as determined by the School, and includes attendance time and non-attendance time
Senior School	means the core curriculum for students in Year 7 to Year 12
Standard rate	means the annual salary applicable to Level 1 for an employee

Student Supervision Hours	means the hours that the Early Learning Teacher is required to supervise students in the Early Learning Centre Educational Program. Student Supervision Hours exclude non-supervisory duties such as preparation, administrative and associated responsibilities
Teacher	<p>means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is employed to teach an educational program in the Early Learning Centre, Junior School or Senior School.</p> <p>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.</p>
The Leadership Team	means a member of staff who are determined by the Principal to be members of the School's management group
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic).

#### **4. COVERAGE**

4.1 This Agreement covers:

- a) the School;
- b) Teachers

4.2 This Agreement does not cover:

- a) a Principal;
- b) a Deputy Principal by whatever name called;
- c) a member of the Senior Leadership Team;
- d) an employee who is covered by the *Educational Services (Schools) General Staff Award 2010*; or
- e) any Teacher who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the *Fair Work Regulations 2009* (Cth).

#### **5. RELATIONSHIP TO AWARD**

- 5.1 This Agreement operates to the complete exclusion of any other industrial instrument, including but not limited to the Award, which would otherwise apply to employees covered by this Agreement.

#### **6. THE NATIONAL EMPLOYMENT STANDARDS**

- 6.1 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.
- 6.2 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

#### **7. NO EXTRA CLAIMS**

- 7.1 The School and Teaching Staff 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 School and Teachers, and that no further claims will be made prior to the nominal expiry date set out in Clause 2.2.

## **8. AGREEMENT FLEXIBILITY**

8.1 The School and a Teacher covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the agreement deals with one or more of the following matters:
  - i. arrangements about when work is performed;
  - ii. overtime rates;
  - iii. penalty rates;
  - iv. allowances;
  - v. leave loading; and
- b) the arrangement meets the genuine needs of the School and a Teacher in relation to one or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the School and the Teacher.

8.2 The School 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 Teacher being better off overall than the Teacher would be if no arrangement was made.

8.3 The School must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the School and the Teacher; and
- c) is signed by the School and the Teacher and if the Teacher is under 18 years of age, signed by a parent or guardian of the Teacher; 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 Teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - iv. states the day on which the arrangement commences.

8.4 The School must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The School or the Teacher 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 School and the Teacher agree in writing — at any time.



## Part 2—CONSULTATION AND DISPUTE RESOLUTION

### 9. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

#### 9.1 School to notify

This term applies if the School:

- a) has made a definite decision to introduce a major change to;
  - i. production,
  - ii. program,
  - iii. organisation,
  - iv. structure,
  - v. technology

and the change is likely to have a significant effect on a Teacher; or

- b) proposes to introduce a change to the regular roster or ordinary hours of work of Teacher(s)

#### 9.2 Major change

For a major change referred to in 9.1a) the School must notify the relevant Teacher(s) of the decision to introduce the major change and clauses 9.3 to 9.9 apply.

9.3 The relevant Teacher(s) may nominate a representative for the purposes of procedures in this term

9.4 If a relevant Teacher(s) appoints a representative for the purposes of consultation; and the relevant Teacher(s) advises the School of the identity of the representative; the School must recognise the representative

9.5 As soon as practicable after making its decision, the School must;

- a) discuss with the relevant Teacher(s);
  - i. the introduction of the change; and
  - ii. the effect the change is likely to have on relevant Teacher(s); and
  - iii. measures the School is taking to avert or mitigate the adverse effect of the change on the Teacher; and
- b) for the purposes of the discussion – provide, in writing, to the relevant Teacher(s);
  - 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 relevant Teacher(s); and
  - iii. any other matters likely to affect the relevant Teacher(s);

9.6 However the School is not required to disclose confidential or commercially sensitive information to the relevant Teacher(s)

9.7 The School must give prompt and genuine consideration to matters raised about the major change by the relevant Teacher(s);

9.8 If a term in this Agreement provides for major change to production, program, organisation, structure or technology in relation to the School, the requirements set out in Clauses 9.2, 9.3 and 9.5 are taken to apply



- 9.9 In this term, a major change is **likely to have a significant effect on Teachers** if it results in:
- i. the termination of the employment of the Teacher(s);
  - ii. major change to the composition, operation or size of the School's workforce or to the skills required of the Teacher(s); or
  - iii. the elimination or diminution of job opportunities (including opportunities for promotion or job tenure)
  - iv. the alteration of hours of work; or
  - v. the need to relocate Teacher(s) to another workplace; or
  - vi. the restructuring of jobs
- 9.10 Change to regular roster or ordinary hours of work
- For a change referred to in Clause 9.1b) the School must notify the relevant Teachers(s) of the proposed change and Clauses 9.11 to 9.15 apply
- 9.11 The relevant Teacher(s); may appoint a representative for the purposes of procedures in this clause
- 9.12 If a relevant Teacher(s); appoints a representative for the purposes of consultation, and the Teacher(s) advises the School of the identity of the representative the School must recognise the representative.
- 9.13 As soon as practicable after proposing to introduce the change, the School must:
- a) discuss with the relevant Teacher(s); the introduction of the change; and
  - b) for the purposes of the discussion – provide to the relevant Teacher(s);
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what the School reasonably believes will be the effects of the change on the relevant Teacher(s); and
    - iii. information about any other matters that the School reasonably believes are likely to affect the relevant Teacher(s);
  - c) invite the Teacher(s) 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 School is not required to disclose confidential or commercially sensitive information to the relevant Teacher(s);
- 9.15 The School must give prompt and genuine consideration to matters raised about the change by the relevant Teacher(s);
- 9.16 In this term **relevant Teachers** means the Teacher(s); who may be affected by a change referred to in Clause 9.1
- 9.17 For the purposes of clause 9.11 to 9.16. the educational timetable in respect of academic classes and student activities, which:
- a) May operate on a term, semester or a School Year basis, and
  - b) Ordinarily changes between one period of operation and the next, and
  - c) May change during the period of operation, is not a regular roster.
- 9.18 However, where a change to the educational timetable directly results in a change to the number or ordinary hours of work of an Employee or to the spread of hours over which the employees ordinary hours are required to be worked clauses 9.11 to 9.15 will apply.

## 10. DISPUTE RESOLUTION

- 10.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Teacher(s) concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Teacher(s) concerned and more senior levels of management as appropriate.
- 10.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under Clause 10.1 have been taken, a party to the dispute may refer the dispute to the FWC.
- 10.3 The parties may agree on the process to be utilised by the FWC including mediation, conciliation and consent arbitration.
- 10.4 Where a matter in dispute remains unresolved the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.5 The School or Teacher may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, a Teacher must not unreasonably fail to comply with a direction by the School to perform work, whether at the same or another workplace that is safe and appropriate for the Teacher to perform.

## Part 3— Types of Employment and Related Matters

### 11. TYPES OF EMPLOYMENT

- 11.1 The School may employ staff in one of the following categories:
  - a) Full time employment
  - b) Part time employment
  - c) Fixed term employment
  - d) Casual employment
- 11.2 The School may direct a Teacher to perform such duties as are within the limits of the Teacher's skill, competence and training
- 11.3 Full Time employment

A full time Teacher is engaged to work on a full time basis in accordance with this Agreement
- 11.4 Part time employment
  - 11.4.1 The School may employ a Teacher on a part time basis in accordance with this Agreement.
  - 11.4.2 The School will set out in writing the part time hours required upon the engagement of the Teacher and at any other time when a permanent variation occurs. For a part time Teacher, the School will set out in writing the

duties and number of hours required (including Face to Face Teaching hours or Student Supervision Hours) to be undertaken.

11.4.3 The School will attempt to accommodate the requests of a part time Teacher with regards to days worked. However the educational needs of students must take priority and timetabling and other operational constraints may place limitations on the School's ability to meet these requirements.

11.4.4 A part time Teacher will be paid pro rata of the rate that the Teacher would be entitled to as a full time teacher and is entitled to all entitlements on a pro rata basis on the specified hours in Clause 11.4.2. The pro rata annual salary is calculated using the following formula.

For the purpose of this formula:

- a) a Full time Teacher's face to face teaching hours are 18 hours secondary and 23 hours primary

$$\frac{\text{Hours of Face-to-Face Teaching}}{\text{Hours of Full Time Teacher's Face-to-Face Teaching}}$$

- b) a Full time Early Learning Teacher's Student Supervision hours are deemed to be 26.25 hours

$$\frac{\text{Hours of Student Supervision}}{\text{Hours of Full Time Teacher's Student Supervision}}$$

11.4.5 A part time Teacher will undertake a proportionate number of other duties normally expected of a full time teacher.

11.4.6 The School 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

11.4.7 A part time teacher is engaged to work on a regular basis for not more than 90% of the hours of a full time teacher in the school.

11.4.8 Where the School requires a part time teacher to work more than 90% of the hours of a full time teacher, the teacher will be considered full time and be remunerated for the actual hours worked.

11.4.9. The School may request a part time teacher to work reasonable additional hours provided that:

- a) A part time teacher is not required to accept an offer to work reasonable additional hours
- b) Reasonable additional hours are performed on an ad hoc basis, they include replacing another teacher while a teacher may be on leave or attending school camps up to a week in length and the hours cannot be a regular, ongoing occurrence.
- c) Reasonable additional hours performed by a part-time teacher, which are performed before 34.2 hours has been worked in any week, will be compensated at the teacher's ordinary hourly rate of pay.
- d) Reasonable additional hours compensated at the part-time teacher's ordinary hourly rate of pay will count as service for leave accrual.
- e) For the avoidance of doubt, reasonable additional hours worked by part-time teachers under this clause will be recognised for the purposes of clause 11.4.7 of the Agreement. The ordinary hourly rate of pay is calculated with respect to the part-time teacher's salary under clause 20 and Schedule B of the Agreement.



- f) Where a part-time teacher is requested to work reasonable additional hours, the part time teacher will be paid for a minimum of half a day (minimum engagement). However, the minimum engagement does not apply where a where a part time teacher is requested to work reasonable additional hours on a day that the part time teacher ordinarily works.

Under this clause, **reasonable additional hours** means any additional hours worked by a part-time teacher in excess of the part-time teacher's contracted part-time hours in accordance with clause 11.4.2 of this Agreement, and which in total do not exceed 34.2 hours in a week.

- 11.4.9.1 If a part time Teacher's hours are reduced, without their consent, by more than 20% they will be entitled to the provisions of Clause 19 – Redundancy.

#### 11.5 Fixed Term employment

- 11.5.1 The School may employ a Teacher to work on a replacement basis or for a specified period of time as Full time or Part time, to:
- a) replace a Teacher who is on leave;
  - b) undertake a specified project for which funding has been made available;
  - c) undertake a specified task which has a limited period of operation; or
  - d) replace a Teacher whose employment has been 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.
- 11.5.2 Before employing a Fixed Term Teacher on a replacement basis, the School will inform the Fixed Term Teacher of:
- a) the reason for the fixed term nature of the employment,
  - b) the date of commencement and the period of the employment
  - c) the benefits which are applicable under this Agreement
  - d) the rights of any Teacher being replaced
- 11.5.3 A fixed-term Teacher is not entitled to any of the following benefits under this Agreement:
- a) paid parental leave
  - b) examination leave
  - c) qualification conferral leave
  - d) tuition fee discount
  - e) child care
  - f) relocation leave

#### 11.6 Casual employment

- 11.6.1 The School may employ a Teacher as a casual Teacher in accordance with this Agreement on a day-to-day basis for a period of not more than four consecutive Term weeks.
- 11.6.2 A Casual engagement may be extended by agreement between the School and the Casual Teacher provided the total period of the engagement does not exceed one school term.
- 11.6.3 The Casual Teacher is entitled to the rate of pay specified in Schedule B. This rate of pay includes a loading in lieu of paid leave entitlements.



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

- a) notice of termination of employment
- b) redundancy
- c) remuneration packaging
- d) annual leave
- e) leave loading
- f) paid personal/carer's leave
- g) paid compassionate leave
- h) paid parental leave
- i) paid community service leave
- j) pro rata payment of salary inclusive of annual leave
- k) public holidays
- l) infectious diseases leave
- m) examination leave
- n) relocation leave
- o) qualification conferral leave; and
- p) tuition fee discount
- q) childcare

11.6.5 A Casual Teacher is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.

## **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 School is to terminate the employment of a Teacher during the first six months of the Teacher's employment, the School does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time.
- 12.3 If the School is to terminate the employment of a Teacher within the first six months of the Teacher's employment commencing, the Teacher is entitled to one (1) weeks' notice or payment in lieu of notice.
- 12.4 If the Teacher is to resign within the first six months of employment then the Teacher is required to give the School the same period of notice required of the School in Clause 12.3.

## **13. LETTER OF APPOINTMENT**

- 13.1 On appointment, the School will provide the Teacher with a letter of appointment stating whether they are employed on a full time, part time, fixed term or casual basis.
- 13.2 This letter shall as a minimum include such matters as the classification, position description and rate of salary applicable on commencement and, if appropriate, the Teacher's face-to-face teaching load.

## **14. ORDINARY HOURS OF WORK**

- 14.1 A Teacher is required to teach all classes and carry out all professional duties required of the Teacher by the School, including but not limited to parent/teacher interviews, staff meetings, pastoral care, co-curricular activities, report writing, yard duty and School events.

- 14.2 The ordinary hours of work for a full time Teacher are 38 hours per week averaged over a period of twelve (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.
- 14.3 In addition, a Teacher is required to work such reasonable additional duties as are necessary to perform the Teacher's role.
- 14.4 The School 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.
- 14.5 The School will provide a graduate Teacher with sufficient support during the School year with a reduction of duties or hours of face to face teaching time, where the Principal believes that such a reduction is appropriate and possible.

## **15. NON ATTENDANCE TIME**

- 15.1 Subject to Clause 14 and 15.2, a Teacher is not required or requested to attend at the School during Non-Attendance Time but is required to perform such professional duties as are determined by the School as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the School.
- 15.2 Exceptions to 15.1 are as follows:
- a) where it is customary for a Teacher to attend at the School during Non-Attendance Time; or
  - b) where the Teacher is a member of the Leadership Team. The applicable quantum of Non Attendance Time, if any, is specified in the Teacher's job description or contract of employment.
- 15.3 Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 15.4 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Non Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in clause 15.5.
- 15.5 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\frac{\text{Teacher's Attendance Time (weeks)} \times \text{Non Attendance Time (weeks)}}{\text{School's Attendance Time (weeks)}} - \text{Non Attendance Time weeks already taken}$$

## **16. TERMINATION OF EMPLOYMENT**

- 16.1 Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES.
- 16.2 This Clause does not apply to Teaching staff within the minimum employment period or to casual Teaching staff.

- 16.3 The School may terminate a Teacher's employment for reasons of redundancy, unsatisfactory performance and/or unsatisfactory conduct.

16.4 Notice of termination by the School

Where the School wishes to terminate the employment of a Teacher (other than a casual Teacher) the School will provide in writing or full payment in lieu on the following basis;

Length of Service	Period of notice
Five years or more of continuous service	Full terms notice
More than six months continuous service but less than five years continuous service	Seven (7) weeks' notice wholly within one School term

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

16.5 Notice of termination by a Teacher

16.5.1 Subject to Clause 11 and Clause 12, a Teacher must provide the School with a minimum of seven (7) weeks' notice in writing with such notice to be given wholly within the one school term.

16.5.2 The periods of notice above may be varied by mutual agreement in writing between the Principal and the Teacher concerned.

16.6 Job search entitlement

Where the School 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 School.

**17. WITHHOLDING OF MONIES**

17.1 If a Teacher fails to give the notice specified in Clause 16.5 the School may withhold any monies or benefits due to the Teacher on termination under this Agreement or the NES, an amount not exceeding the amount the Teacher would have been paid had they given the required notice.

17.2 Subject to the provisions of the Act, the School may deduct School fees or personal expenses owed by the Teacher on termination.

**18. PERFORMANCE AND CONDUCT MANAGEMENT**

18.1 Application

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

- where a Teacher's employment is terminated during the minimum employment period pursuant to Clause 12;
- for a casual Teacher; or
- in the case of serious misconduct.



**18.2 Unsatisfactory Performance**

Where termination of employment may take place for reasons related to performance, the School will implement a process that includes the provisions outlined in this clause.

**18.2.1 Commencement of Due Process**

Due Process will commence with the School advising the Teacher in writing of:

- a) the School's concerns with the Teacher's performance
- b) the time, date and place of the first due process meeting
- c) the Teacher's right to be accompanied by a nominee of the Teacher's choice to all due process meetings
- d) the School's right to terminate the Teacher's employment should due process not resolve the School's concerns.

**18.2.2 Due Process Meetings**

Due Process meetings will

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

**18.3 Unsatisfactory Conduct**

18.3.1 Subject to 18.4, where the termination of employment may take place for reasons related to unsatisfactory conduct, the School will investigate the alleged misconduct, provide the Teacher with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the School.

18.3.2 Where an issue of misconduct is to be investigated, the Teacher is entitled to be accompanied by a nominee of the Teacher's choice. Disciplinary action may include termination of the Teacher's employment.

**18.4 Summary Dismissal**

18.4.1 The School may terminate a Teacher's employment summarily, where the Teacher is guilty of serious misconduct of any kind that it would be unreasonable to require the School to continue the employment during the notice period.

18.4.2 Notwithstanding any of the provisions in this Agreement, the School may suspend a Teacher with or without pay while considering any matter which in the view of the School could lead to the Teacher's summary dismissal. Suspension without pay will not be implemented by the School without prior discussion with the Teacher.



## 19. REDUNDANCY

### 19.1 Definition

Redundancy occurs where the School has made a definite decision that the School no longer wishes the job that the Teacher has been doing to be done by anyone and is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment. The School will hold discussions with the Teacher directly affected. The Teacher and the School may elect to be represented in these discussions.

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

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and less than 10 years	16 weeks' pay
10 years and over	18 weeks pay

If the Teacher is over 45 years of age:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and less than 10 years	20 weeks' pay
10 years and over	22 weeks' pay

19.2.1 For the purposes of this clause:

- a) Weeks' pay means the ordinary rate of pay only for the Teacher concerned.
- b) Continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the School.

### 19.3 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 if the employment had been terminated and the School may, at the School's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### 19.4 Leaving during notice period

A Teacher given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Teacher will be 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 in lieu of notice.

**19.5 Alternative employment**

The School will apply for an order pursuant to s.120 of the Fair Work Act to reduce the amount of redundancy payable to the employee, if the employer has found acceptable alternative employment for the employee

**19.6 Job search entitlement**

19.6.1 During the period of notice of termination a Teacher will be allowed up to one (1) day time off without loss of pay during each week of notice for the purpose of seeking other employment.

19.6.2 If the Teacher has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Teacher must, at the request of the School, produce proof of attendance at an interview or the Teacher will not be entitled to payment for the time absent. For this purpose of this clause a statutory declaration is sufficient.

19.6.3 This entitlement cannot be taken in conjunction with any other job search entitlement otherwise available to the Teacher.

**19.7 Part time Teachers**

If a part time Teacher's hours are reduced, without their consent, by more than 20% they will be entitled to the provisions of this clause.

**20. CLASSIFICATIONS**

**20.1 Duties of a 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.

**20.2 Recognition of previous service**

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

- a) employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program);
- b) employment in an English Language School; or
- c) experience gained overseas before being conferred with the requisite Australian qualifications.

20.2.2 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.

**20.3 Recognition of additional qualifications**

- 20.3.1 A Teacher shall be entitled to move up the incremental scale by one level upon the successful completion of an approved education related Master's degree or its equivalent or completion of a higher than Master level qualification.
- 20.3.2 The qualification must be attained from an approved Australian tertiary institution and must be equivalent to at least one year of full time study.
- 20.3.3 The Teacher must advise the School in writing of the acquisition of additional qualifications and must produce satisfactory evidence to support the request.
- 20.3.4 The provisions of this clause apply from the operative date as specified in Clause 2.2 and will not be backdated. Staff will be paid from the date satisfactory evidence is provided

**20.4 Evidence of qualifications**

- 20.4.1 The School may require a Teacher to provide documentary evidence of qualifications and teaching experience. If the School considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the School may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the School will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.
- 20.4.2 Where a Teacher has completed further teaching experience with another School (for example during unpaid leave) they will be entitled to be classified accordingly and back paid from the date of completion of the experience, provided the Teacher provided satisfactory evidence to the School within three months of completion. In all other cases the Teacher will be classified and paid from the date satisfactory evidence is provided.

**21. SALARIES**

- 21.1 A Teacher is entitled to be paid salary in accordance with Clause 20 and Schedule B sets out the salary for a Teacher, including a Casual Teacher. This salary is in compensation for all hours worked under this Agreement.

**22. PAYMENT ARRANGEMENTS**

- 22.1 Salary will be paid by credit transfer to the Teacher's nominated financial institution account on a monthly or fortnightly basis.

**23. SUPERANNUATION**

**23.1 Superannuation legislation**

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 the School and Teachers.

**23.2 Superannuation Fund**

Under superannuation legislation individual Teachers generally have the opportunity to choose their own superannuation fund. Should a Teacher not



nominate a complying superannuation fund, the contribution will be made to Victorian Independent School Superannuation Fund (VISSF) or successor fund.

The rights and obligations in these clauses supplement those in superannuation legislation.

### **23.3 School contributions**

The School currently makes a School superannuation contributions equivalent to 10% of ordinary time earnings in accordance with the Superannuation Guarantee legislation, to a complying fund nominated by the Teacher, excluding a fund where the School is required to become a participating employer.

### **23.4 Voluntary employee contributions**

Subject to the governing rules of the relevant superannuation fund, a Teacher may, in writing, authorise the School 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 School makes the superannuation contributions provided for in Clause 23.1

A Teacher may adjust the amount the Teacher has authorised the School to pay from the wages of the Teacher from the first of the month following the giving of three months' written notice to the School.

The School must pay the amount authorised under Clause 23.3 and 23.4 no later than 28 days after the end of the month in which the deduction authorised under Clause 23.3 and 23.4 was made.

## **24. REMUNERATION PACKAGING**

24.1 Upon receiving a written election for a remuneration packaging arrangement from a Teacher and provided there is no additional cost to the School, the School 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.

24.2 Any arrangement between the School and the Teacher in relation to remuneration packaging will be entered into by way of a subsidiary written agreement varying the Teacher's conditions of employment.

## **25. BREAKAGE AND LOSS**

25.1 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.

## **26. HIGHER DUTIES ALLOWANCE**

26.1 The School may direct a Teacher to temporarily perform duties in addition to their current role. E.g. act in a position of responsibility

26.2 Where the Teacher performs such duties for more than ten days and those duties constitute the whole, or substantially the whole, type of duties which would attract a position of responsibility allowance, the School will pay the Teacher the rate of pay applicable to the relevant position of responsibility allowance for the period in which the duties are performed.



## **27. MEAL ALLOWANCE**

- 27.1 The School will supply a Teacher with a meal should the School require a Teacher to remain at School continuously until after 6.30pm on any day. A meal will be supplied where it is impracticable for the Teacher to return home.

## **28. CAMP/TRIPS & EXCHANGES ALLOWANCE**

- 28.1 A Teacher attending an overnight St Catherine's School whole year level or other scheduled curriculum camp will receive an allowance of \$90.00 per night for each night where the Teacher has direct responsibility for student care.
- 28.2 A Teacher participating in a trip (domestic or international) or exchange who is required to provide direct supervision and has direct responsibility for student care will receive an allowance of \$90.00 per night that the Teacher is required to be in attendance.
- 28.3 Camp/trips & exchange allowance will be capped at \$900 per camp, trip or exchange
- 28.4 This allowance will be paid to the Teacher at the time of the next salary payment following the camp/trip following the completion of a timesheet

## **29. VEHICLE ALLOWANCE**

- 29.1 Where a Teacher is authorised by the School to use the Teacher's own private motor vehicle for authorised performance of duties the Teacher will be reimbursed at the rate in accordance with the Australian Taxation Office (ATO) guidelines as at 1 July each year.

## **30. ACCIDENT PAY**

- 30.1 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*, the School 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 School.
- 30.2 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 WIRC Act, then the Teacher does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
- a) annual leave; or
  - b) paid personal/carer's leave
- 30.3 The Teacher will not be entitled to weekly payments under the *WIRC Act* during any form of paid leave

## **31. BREAKS**

- 31.1 A Teacher will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.

## Part 4—LEAVE AND PUBLIC HOLIDAYS

### 32. ANNUAL LEAVE

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

#### 32.2 Timing of annual leave

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

#### 32.3 Crediting of annual leave

A Teacher and the School may agree in writing that the Teacher performs duties during all or part of four week period and defer taking the equivalent period of annual leave to another time.

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

32.4 Where a Teacher has not accrued sufficient annual leave to cover the shutdown period, the Teacher will take leave without pay.

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

$$\frac{\text{Teacher's Attendance Time} \times \text{Annual Leave}}{\text{School's Attendance Time}} - \text{Annual Leave already taken}$$

*Note: Amounts in weeks or part weeks*

32.5.1 A Teacher will be entitled to a prorata payment of their salary inclusive of annual leave in accordance with cl. 32.5.2 below if they have:

- a) Not worked a full school year;
- b) taken leave without pay of more than 2 term weeks.

32.5.2 The pro rata termination is payable:

- a) on termination, in the case of a Teacher whose employment terminates during the school year; or
- b) in all other cases, the December pay period.

#### **Pro rata calculation**

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

Where:

- p is the payment due
- s is the total salary paid in respect of term weeks worked, or part thereof, since the commencement of the School year or the date of employment where the employee commenced employment after this 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 commencement of the School year or the date of employment where the employee commenced employment after this date.

### **33. ANNUAL LEAVE LOADING**

33.1 A Teacher who has served throughout the School year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave. Part time staff or staff who have not worked for a full year shall receive pro rata payments.

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

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

33.3 A Teacher who ceases employment with the School prior to the commencement of third term is entitled to pro rata Annual Leave loading.

33.4 The School may pay leave loading to the Teacher with the first salary payment in December of that year at the rate of pay applicable at 1 December.

### **34. PERSONAL/CARER'S LEAVE**

34.1 Personal/carer's leave is provided in accordance with the NES except where this Agreement provides ancillary or supplementary terms.

34.2 Paid personal leave is taken because the Teacher is unfit for work due to a personal illness or injury.

34.3 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) a personal illness, injury, or
- b) an unexpected emergency affecting the member

34.4 Personal/carer's leave accrues upon the completion of each for week period of continuous service, based upon the Teacher's nominal hours of work

34.5 A Teacher, other than a casual Teacher, is entitled to fifteen (15) days paid personal/carer's leave in each year of service, which includes both sick and carer's leave.

#### **34.6 Paid Personal/Carer's Leave for part time Teachers**

A Part time Teacher is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.

#### **34.7 Unpaid Carer's Leave**

Where a full time Teacher has exhausted the paid personal 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 School and the Teacher.



**34.8 Carer's Leave entitlement for Casual Teachers**

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 School and the Teacher.

**34.9 Notice and evidentiary requirements**

34.9.1 A Teacher must notify the School of their absence as soon as reasonably practicable and must advise the School of the reason for their absence, for example personal illness or injury, and the estimated duration of their absence. In the case of carer's leave the Teacher must provide detail of the person from their Immediate Family or household who requires care due to either a personal illness, injury or an unexpected emergency and the estimated duration of their absence.

34.9.2 A Teacher is entitled to personal/carer's leave provided that the Teacher produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the School for;

- a) any absence of more than two consecutive days; or
- b) any absence continuous with a public holiday or continuous with the first or last day of a term which would not otherwise require the provision of evidence;
- c) where the number of days of paid personal/carers leave already taken without the production of a medical certificate or a statutory declaration exceeds five (5) days in one year (pro rata for part time staff).
- d) Statutory declarations must be provided within one fortnight from the date that the leave has been taken.

**35. COMPASSIONATE LEAVE**

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

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

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

35.4 The Teacher is entitled to compassionate leave only if the Teacher gives the School any evidence that the School reasonably requires of the illness, injury or death. This notice:

- a) must be given to the School as soon as is reasonably practicable (which may be at a time after the leave has started); and
- b) must advise the School of the period, or expected period, of the leave; and
- c) must provide the School with evidence that the School reasonably requires of the injury, illness or death.

### 36. COMMUNITY SERVICE LEAVE

- 36.1 Community service leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.
- 36.2 Jury service leave
- 36.2.1 A Teacher who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 36.2.2 A Teacher must notify the School as soon as possible of the date upon which the Teacher is required to attend for jury service.
- 36.2.3 A Teacher must provide the School with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 36.2.4 The Teacher must inform the School immediately of any change to the known period of absence and provide the School with written proof of the payments made by the Court Authorities with respect to jury service.
- 36.2.5 Subject to Clause 35.2.1, 35.2.2 and 35.2.3, the School will reimburse a Teacher granted leave pursuant to Clause 35.2.1 an amount equal to the difference between the amount paid in respect of the Teacher's attendance for such jury service and the amount of salary the Teacher would have received had the Teacher not been on jury service.

### 37. LONG SERVICE LEAVE

- 37.1 A Teacher is entitled to Long Service Leave in accordance with the NES, except where this Agreement provides ancillary or supplementary terms.
- 37.1.1 A Teacher is entitled to long service leave of thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980 and to thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing after 1 January 1980.
- 37.1.2 A Teacher is entitled to an additional six and a half (6.5) weeks' long service leave for each additional five (5) years of continuous employment with the School
- 37.1.3 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.
- 37.1.4 Accrued long service leave will be paid in lieu where a Teacher's employment is terminated after seven years of continuous employment
- 37.1.5 If a Teacher who is entitled to any amount of Long Service Leave dies before or while taking Long Service Leave, then the School 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 Leave not taken to the Teacher's personal representative.
- 37.1.6 Where a Teacher who has completed more than seven (7) years continuous employment with the School dies while still in continuous employment, the School (in addition to any sum payable in 36.1.4) 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 36.1.1 a



sum equal to the Teacher's ordinary pay for a period equalling one fortieth of such fractional period.

37.1.7 Teachers may take accrued pro rata Long Service Leave after seven (7) or more years of continuous employment

37.1.8 Staff may request to take accrued Long Service Leave on half pay to extend the duration of the period of leave. This arrangement will occur at the Principal's discretion in line with the staffing needs of the School.

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

Service prior to 1 February 1997		
Employment Arrangement		Entitlement to Payment
a)	Where all service for the period of employment ending 31 January 1997 was part time	Salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay
b)	Where full time employment falls last	<ul style="list-style-type: none"> <li>• Leave taken from the full time credit will be paid at the current full time salary, and</li> <li>• 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</li> </ul>
c)	Where part time employment falls last	<ul style="list-style-type: none"> <li>• Leave taken from the full time credit will be paid at the salary applicable to the full time equivalent of the present part time employment category, and</li> <li>• Leave taken from the part time credit will be paid on the basis of average weekly hours over the past 12 months of part time employment</li> </ul>
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	<ul style="list-style-type: none"> <li>• Average weekly hours will be struck over the actual period of part time employment</li> </ul>

Service from 1 February 1997		
Employment Arrangement		Entitlement to Payment
a)	Where time fraction has varied during service, payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service	Payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service

## 37.2 Illness on Long Service Leave

37.2.1 Subject to the requirement of 36.2.1, a Teacher 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 recredited to the Teacher. The Principal may require the Teacher to be



examined by a Registered Medical Practitioner of the School's choice, provided the practitioner is reasonably accessible to the Teacher.

37.2.2 The Teacher's application under 36.2.1:

- a) must be received by the School during the period of illness or injury
- b) must be accompanied by a medical certificate from a Registered Medical Practitioner or a statutory declaration attesting to the injury or illness and the duration of that injury or illness; and
- c) must indicate whether the Teacher is requesting the Employer's consent to extend the Long Service Leave by the period of the illness or injury or whether the Teacher will return from Long Service Leave as planned with the period of illness or injury increasing the Teacher's accrued Long Service Leave entitlement.

## **38. PARENTAL LEAVE**

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

38.2 A Teacher who is entitled to parental leave pursuant to the NES may access a period of 12 months unpaid parental leave in relation to the birth or adoption of a child.

38.3 A Teacher who is entitled to Parental leave pursuant to the NES may request the School to allow the Teacher to extend the period of concurrent unpaid parental leave provided for in the NES up to a maximum of eight weeks, to assist the Teacher in reconciling work and parental responsibilities.

38.4 An application under Clause 37.3 must be made not less than ten (10) weeks prior to the commencement date of the concurrent period of parental leave, where practicable.

### **38.5 Variation of period of parental leave**

38.5.1 Subject to the relevant provisions of the NES, a Teacher may apply to reduce their period of parental leave to a period of less than 12 months. This request must be made in writing to the School who will then reply in writing to the Teacher.

38.5.2 Subject to the relevant provisions of the NES, where a Teacher has commenced a period of parental leave of less than 12 months, the Teacher:

- a) may extend the period of parental leave up to the available period of 12 months. This request may only occur once and the Teacher must provide the School with 4 weeks written notice before the end of the period stating the period by which the leave is extended; and

- b) may extend the period of parental leave by agreement with the School

38.6 Where a Teacher seeks to extend the period of parental leave beyond the initial period of 12 months an application must be made in writing to the School at least 4 weeks prior to the expiration of the initial period of leave and the School may refuse this request on reasonable business grounds.

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

### **39. PAID PARENTAL LEAVE**

- 39.1 Where a Teacher (other than those excluded, as specified in Clause 11), who has served a minimum of twelve (12) months of continuous service with the School and will have the primary responsibility for the care of a child and is granted parental leave, the Teacher is entitled to:
- a) Fourteen (14) weeks paid parental leave at the Teacher's ordinary rate of pay, provided that the Teacher takes a minimum of fourteen weeks unpaid birth related leave commencing at or around the time of the birth of the child; or
  - b) Equivalent to fourteen (14) weeks' salary at the Teacher's ordinary rate of pay provided that the Teacher takes a minimum of fourteen weeks unpaid leave at or around the time of the placement of the child with the Teacher
- 39.2 Paid parental leave will commence at or around the time of birth of the child.
- 39.3 If the Teacher takes a period of leave that is less than fourteen (14) weeks the Teacher's entitlement to paid parental leave will be reduced to the period of parental leave taken.
- 39.4 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.
- 39.5 A Teacher who has completed 12 months of continuous service with the School as at the date of birth or placement of the child is entitled to take concurrent leave of at least two (2) weeks paid leave at the Teacher's ordinary rate of pay.

### **40. PUBLIC HOLIDAYS**

- 40.1 A Teacher is entitled to public holidays as specified in the NES and as gazetted by the Victorian Government from time to time.
- 40.2 Public holidays that occur during a period of Non Attendance Time for Teachers in accordance with Clause 15 do not create an additional entitlement.
- 40.3 Substitution of public holidays
- 40.3.1 By agreement between the School and an individual teacher an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- 40.3.2 An arrangement made in accordance with 40.3.1 will be recorded in writing and made available to every affected Teacher. Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

### **41. LEAVE WITHOUT PAY**

- 41.1 A Teacher may apply in writing 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, however service dates will be recognised for LSL purposes.
- 41.2 The School will not make any School superannuation contributions for the period of a Teacher's absence on leave without pay

## **42. INFECTIOUS DISEASES LEAVE**

42.1 A Teacher who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the School 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:

- a) German measles
- b) Chickenpox
- c) Measles
- d) Mumps
- e) Scarlet fever
- f) Whooping cough
- g) Rheumatic fever, or
- h) Hepatitis

42.2 The Teacher must, at the request of the School, produce a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as is reasonably practicable

## **43. RELOCATION LEAVE**

43.1 A Teacher, other than a Casual Teacher, is entitled to a maximum of one (1) day's leave per year for the purpose of moving their place of abode. The timing of this leave must be negotiated with the Principal prior to any leave being taken. This leave is non-cumulative.

## **44. EXAMINATION AND STUDY LEAVE**

44.1 A Teacher, other than a casual or 1 year, fixed term Teacher, will be granted leave with pay to attend compulsory examinations in an approved course of study.

44.2 A Teacher, other than a casual or 1 year, fixed term Teacher, will be granted the equivalent of one day's leave with pay per term to complete a major assessment task (comprising 40% or more of the total subject assessment) in a tertiary level course approved by the Principal. The timing of study leave must be negotiated with the Principal.

44.3 An application for leave must be in writing to the Principal one month prior to the date of leave requested and must provide evidence of the examination or assessment task.

44.4 Study leave does not accrue.

## **45. QUALIFICATION CONFERRAL LEAVE**

45.1 A Teacher, other than a casual or 1 year, fixed term Teacher, will be granted leave with pay or up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

## **46. PROFESSIONAL DEVELOPMENT**

46.1 A Teacher will be required to attend designated student free days for the purpose of in-service education and/or planning. The designated (Term end and Term before) days will be published by the Principal prior to the commencement of the ensuing School year with the balance of the days being notified prior to the commencement of each term.



## 47. TUITION FEE DISCOUNT

### 47.1 Definition of Tuition Fee

Tuition fee shall be defined as the annual fee for academic tuition as determined annually by the School Council

### 47.2 Entitlement of Teachers employed prior to 23 January 2002

A Teacher, other than a Casual or Fixed term Teacher, employed by the School prior to 23 January 2002 will be entitled to a 50% discount in the tuition fee where they enrol their child at St Catherine's School. Each enrolment will attract the payment of the FBT liability applicable to the concessions.

### 47.3 Entitlement of Teachers employed after 23 January 2002

#### 47.3.1 Full Time Teachers

A Full Time Teacher, other than a Casual or Fixed Term Teacher, employed by the School after 23 January 2002 will be entitled to a 50% discount in the tuition fee where they enrol their child at St Catherine's School. Each enrolment will attract the payment of the FBT liability applicable to the concessions.

#### 47.3.2 Part Time Teachers

A Part Time Teacher, other than a Casual or Fixed term Teacher, employed by the School after 23 January 2002 will be entitled to a 50% discount in the tuition fee on a pro rata basis equal to their employment fraction (correct to one decimal point). Each enrolment will attract the payment of the FBT liability applicable to the concessions.

For example a Teacher employed at 0.6 FTE will be entitled to a 30% discount in the tuition fee ( $0.5 \times 0.6 = 0.3$ )

### 47.4 In order to be eligible for a tuition fee discount, a Teacher must pay;

- a) the application and enrolment fee and security deposit in full prior to the commencement of enrolment; and
- b) 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 and excursions

#### 47.4.1 A staff member who is on a period of unpaid leave is eligible for the tuition fee for 12 months, thereafter at the discretion of the Principal.

#### 47.4.2 Where the School employs both parents, only one parent will be eligible to receive the tuition discount.

### 47.4.3 In order to be eligible for a tuition fee discount, a Teacher must pay:

- a) The application and enrolment fee and security deposit in full prior to the commencement of enrolment; and
- b) Additional charges for extras and uniform are not subject to any discount. Such charges are included but not limited to, costs for camps, books, music tuition, co-curricular programs and excursions.

### 47.5 Furthermore, the discount will cease to apply in the event of default of payment of general tuition fees or additional charges for extras.

47.6 Where a Teacher's child is awarded a scholarship, the Teacher may either choose to pay fees discounted pursuant to this clause or pay fees at the scholarship rate, but shall not be entitled to both.

**47.7 Entitlement of Teachers employed on or after 1 January 2013**

47.7.1 A Teacher whose employment commences on or after 1 January 2013 is entitled to a tuition fee discount in accordance with the rate specified in Clause 47.3.1 or 47.3.2 upon the commencement of their employment, subject to the conditional elements of Clauses 47.3 to 47.6 being met.

47.7.2 For all staff employed on or after 1 January 2013 the tuition fee discount is subject to review by the School Council. The School Council may vary the rate of the general tuition fee discount to a rate no less than 25% discount for full time staff and pro rata for part time staff by providing affected Teachers with one (1) year's notice.

**48. CHILD CARE**

48.1 This clause does not apply to Teaching staff employed on a Casual or fixed term basis.

48.2 Where the School requires a Teacher to attend the School on work business, a Teacher who requires before and/or after School care for their children, is entitled to access the School's before and/or after School care program free of charge on days where this requirement exists.

**49. DOMESTIC VIOLENCE LEAVE**

49.1 St Catherine's School recognises that staff sometimes face situations of family violence or abuse in their personal life that may affect their professional life. St Catherine's is committed to providing support to staff that experience family violence.

**49.2 Definition of Family Violence**

The School accepts the definition of family violence as stipulated in the *Family Violence Protection Act 2008* (Vic). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

**49.3 General Measures**

49.3.1 Proof of family violence may be required and can be in the form of an agreed document issued by the Police, a Court, a Doctor, a district nurse, maternal health care nurse, family violence support service or a lawyer. A signed statutory declaration can also be offered as proof.

49.3.2 All personal information concerning family violence will be kept confidential in line with the School's policy and relevant legislation. No information will be kept on a staff member's file without their permission.

49.3.3 The employer will identify contact/s within the School who will be trained in dealing with family violence and privacy issues, for example training in family violence risk assessment and risk management. The employer will advise staff of the contact within the School.

**49.4 Leave**

49.4.1 A permanent staff member experiencing family violence will have access to up to ten (10) days per year of paid special leave to attend medical appointments, legal proceedings or other activities related to family violence.

49.4.2 This leave is not cumulative and cannot be carried forward from year to year and will be pro rata for part time staff. Leave may be taken as consecutive days or single days or as a fraction of a day (e.g. half day or quarter day) and must be applied for in advance.

**49.5 Individual Support**

49.5.1 In order to provide support to a staff member who is experiencing family violence the staff member may request a flexible work arrangements in accordance with the provisions of the Fair Work Act.

49.5.2 This request must be made in writing to the Principal and must outline the reason for the request, the detail of the change requested and the timeframe for the flexible work arrangement to be in place.

49.5.3 The School will consider the request and will respond to the staff member within 21 days to advise if their request is granted. The School may refuse the request on reasonable business grounds as per the provisions of the Act.

**50. CONSULTATIVE COMMITTEE**

50.1 The parties to the Agreement have resolved that a Consultative Committee be established to monitor the application of the terms and conditions of the Agreement and other School related matters during the period of its operation.

50.2 There will be a maximum of ten members of the Consultative Committee, up to five of whom will be representatives of the School and up to five of whom will be representatives of the Teaching staff. The Teacher's representatives will be:

- a) One person from, and elected by, the Junior School/Early Learning Centre Teaching staff, and
- b) One person from, and elected by, the Senior School Teaching staff

50.3 The committee should meet at least once per term to review the application of the Agreement.



## **Schedule A – Classifications**

### **A.1 Full Time Teacher**

A Full time Teacher will commence at a level according to their experience and qualifications (see definitions at Clause 3) and 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.

### **A.2 Part Time Teacher**

A Part Time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of Clause 11.4

A Teacher employed for 40% or less of a full teaching load will be required to commence 24 months service before progressing to the next level.

## **Schedule B - Salaries**

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

In the case that St Catherine's School salaries fall below that of Government School salaries over the life of the Agreement, the School will review our salary scale to ensure that our salaries remain competitive in the market.

The rates of pay in Schedule A become operative from the first pay period commencing on or after 1 February each year for the duration of the Agreement.

<b>Level</b>	<b>2019 \$</b>	<b>2020 \$</b>	<b>2021 \$</b>
1	72,358	74,710	76,017
2	74,464	76,885	78,230
3	77,349	79,863	81,261
4	79,202	81,777	83,208
5	83,298	86,005	87,510
6	85,587	88,368	89,915
7	88,029	90,890	92,480
8	91,760	94,742	96,400
9	94,605	97,680	99,389
10	101,154	104,441	106,269
11	107,337	110,826	112,765

### **B.2 Fortnightly Salary**

The fortnightly rate of pay for a Teacher will be determined by dividing the annual rate by 26.09.

### **B.3 Annual Leave Loading**

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

### **B.4 Salary for a Casual Teacher**

- B 4.1 The salary payable to a casual Teacher will be \$348.00 per day

B 4.2 The minimum engagement for a casual Teacher in the Junior School and Senior School will be half a day and the rate of pay will be \$174.00

B 4.3 The minimum engagement for a casual Teacher in the Early Learning Centre may be a minimum of a quarter day and the rate of pay will be \$87.00

B 4.4 The daily rate will be the maximum rate payable per day.

### **Schedule C – Allowances**

#### **C.1 Eligibility**

C.1.1 A Position of Responsibility (POR) allowance will be paid to a Teacher where the School requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the School

C.1.2 A POR allowance is linked to a position of leadership rather than tied to an individual Teacher

C.1.3 The Principal will determine who holds a position that is eligible for a POR allowance.

#### **C.2 Notification**

C.2.1 The Principal will provide written advice to a Teacher in receipt of a POR allowance about:

- a) the title of the position
- b) the tenure of the position
- c) the duties required
- d) the level and amount of the allowance; and
- e) if the Teacher is a member of the Leadership Team, the quantum of Non Attendance Time if any

#### **C.3 Level of Responsibility**

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

The School will pay not less than the following allowances to Teachers filling positions designated at the following levels:

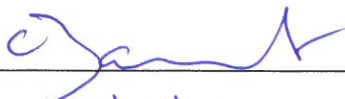
<b>POR Level</b>	<b>2019 \$</b>	<b>2020 \$</b>	<b>2021 \$</b>
<b>A</b>	3,173	3,173	3,173
<b>B</b>	4,494	4,494	4,494
<b>C</b>	5,816	5,816	5,816
<b>D</b>	7,138	7,138	7,138
<b>E</b>	9,782	9,782	9,782
<b>F</b>	12,426	12,426	12,426
<b>G</b>	13,219	13,219	13,219
<b>H</b>	15,334	15,334	15,334

Where the position of leadership is shared, the payments may also be shared.

EXECUTED as an agreement this

**EMPLOYER REPRESENTATIVE**

Signed:



Date:

18/9/19

Name in full (printed):

MINE ZANNIT

Position title:

DIRECTOR OF BUSINESS

Authority to sign explained:

AUTHORISED OFFICER

Address:

21 EDWARD ST

ESSENDON 3040

Witnessed by:



Witness name in full:

Jasmine Taylor

Witness address:

4/44 CHOMLEY ST  
PRAHRAN VIC 3181

**EMPLOYEE REPRESENTATIVE**

Signed:



Date:

19/09/2019

Name in full (printed):

Andrew Nathan Gold

Position title:

Junior School teacher

Authority to sign explained:


Part of the representative committee

Address:

5 Malua Street

Ormond VIC 3204

Witnessed by:

Elaine moscatelli 

Witness name in full:

Elaine Dorothy moscatelli

Witness address:

3/4 Douglas Street

Pascoe Vale VIC 3044



