DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Fintona Girls’ School
(AG2017/6474)

FINTONA GIRLS’ SCHOOL AGREEMENT 2018-2020

Educational services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 9 MARCH 2018


[1] An application has been made for approval of an enterprise agreement known as the Fintona Girls’ School Agreement 2018-2020 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Fintona Girls’ School. The agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.
The Agreement was approved on 9 March 2018 and, in accordance with s.54, will operate from 16 March 2018. The nominal expiry date of the Agreement is 31 December 2020.
20 February 2018

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

Dear Deputy President Colman,

AG2017/6474 – Application for approval of the Fintona Girls’ School Agreement 2018-2020 (the Agreement)

Fintona Girls’ School makes the following undertakings:

1. That the ordinary hours of work for a full time School Assistant or Aide will be 38 hours per week.

2. That the pro rata weekly salary for a part time School Assistant or Aide will be calculated using the following formula:

   \[
   \text{Total hours employed per week} \times \frac{\text{appropriate full time weekly salary}}{38}
   \]

3. That “clause 44.1 – Shiftwork” will not apply.

4. That a casual School Assistant or Aide who is classified at Level 5.1 or above will be paid 1.00% above the applicable rate under the Educational Services (Schools) General Staff Award 2010 or the relevant successor award.

5. That the cross reference for the definition of “school holidays” in clause 42.1.1 which currently reads ‘clause 34.2’ is incorrect and should be replaced with ‘clause 37.1.2’.

Yours sincerely

[Signature]

Rachael Falloon
Principal

Fintona Girls’ School
A CONSISTENTLY HIGH ACHIEVING INDEPENDENT GIRLS’ SCHOOL
Middle & Senior School: 79 Belwyn Rd Belwyn Vic 3103 P: (03) 9830 1388 www.fintona.vic.edu.au
ELC & Junior School: 80 Belwyn Rd Belwyn Vic 3103 F: (03) 9888 5682 E: fgis@fintona.vic.edu.au

ABN: 27 004 534 467 CRICOS Provider Number: 00139C
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.

Fintona Girls' School

Agreement

2018-2020
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PART 1: APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Fintona Girls' School Agreement 2018-2020 and is a Single Enterprise Agreement made pursuant to Section 172 (2) of the Fair Work Australia Act 2009 (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 the Fair Work Commission (FWC), in accordance with s.54 of the Act

2.2 The nominal expiry date of the Agreement is 31 December 2020.

3 DEFINITIONS AND INTERPRETATION

<table>
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<tr>
<th>Act</th>
<th>means the <em>Fair Work Act 2009</em> (Cth) or its successor</th>
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<tr>
<td>Classroom support services</td>
<td>means a General Staff Employee whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students</td>
</tr>
<tr>
<td>Curriculum/resources services</td>
<td>means a General Staff Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre</td>
</tr>
<tr>
<td>Employee</td>
<td>means a person covered by this Agreement</td>
</tr>
<tr>
<td>Employer</td>
<td>Fintona Girls School ABN 27 004 534 687</td>
</tr>
<tr>
<td>Early Childhood Teacher</td>
<td>means an Employee, including an Employee employed as a director or co-ordinator of an Early Childhood Program, who is employed to teach children enrolled in the Early Childhood Program.</td>
</tr>
<tr>
<td>Early Learning Centre Assistants and Aides</td>
<td>means a General Staff Employee whose principal duties are to work with children in the Early Learning Centre operated by the School for pre-primary aged children (other than a qualified early childhood Teacher)</td>
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| Four year trained teacher       | means a teacher:  
  • 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 |
- 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
- 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

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<th>Term</th>
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<tr>
<td>FTE</td>
<td>Full time equivalent</td>
</tr>
<tr>
<td>FWC</td>
<td>means the Fair Work Commission or its successor</td>
</tr>
<tr>
<td>General Staff Employee</td>
<td>means an Employee other than a Teacher who is covered by this Agreement</td>
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<td>Immediate family</td>
<td>Means</td>
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<td>- a spouse (including a former spouse), de facto partner</td>
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<td>(including a former de facto partner), child, parent,</td>
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<td></td>
<td>grandparent, grandchild or sibling of the Employee, or</td>
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<td></td>
<td>- a child, parent, grandparent, grandchild or sibling of a</td>
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<td></td>
<td>spouse or de facto partner of the Employee, or</td>
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<td>where:</td>
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<td>- a de facto partner of an Employee means a person who, although not</td>
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<td>legally married to the Employee, lives with the Employee in a</td>
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<td>relationship as a couple on a genuine domestic basis (whether the</td>
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<td></td>
<td>Employee and the person are of the same sex or different sexes)</td>
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<td></td>
<td>- a child means an adopted child, a step child or an ex-nuptial child</td>
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<tr>
<td></td>
<td>of the Employee or of the Employee’s spouse or de facto partner</td>
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<tr>
<td>LSL Act</td>
<td>means the <em>Long Service Leave Act 3592 (Vic)</em> or its successor</td>
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<tr>
<td>Medical Practitioner</td>
<td>means a person who is qualified to practise medicine in Australia and</td>
</tr>
<tr>
<td></td>
<td>who is registered with the Medical Board of Australia</td>
</tr>
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<td>NES</td>
<td>means the National Employment Standards as contained in Part 2-2 of the</td>
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<td>Act</td>
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<td>Non-term weeks</td>
<td>means weeks, or part thereof, in the school year other than term weeks</td>
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<td>and includes periods designated as school holidays for students. The</td>
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<td>total number of non-term weeks will not be less than the total number of</td>
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<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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</thead>
<tbody>
<tr>
<td>Principal</td>
<td>means the Principal of Fintona Girls' School or his or her nominee</td>
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<tr>
<td>School Assistants and Aides</td>
<td>Means an Employee who is ancillary to the process of school teaching and includes an audio visual technician, a laboratory technician, a library technician and integration aides</td>
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<tr>
<td>School Teacher</td>
<td>means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <em>Education and Training Reform Act 2006</em> (Vic) (or its successor) and is employed to teach 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>
<tr>
<td>School year</td>
<td>means the period of 12 months commencing from the day the Employees are required to attend the School for the new educational year, as determined by the School, and includes Term weeks and Non-term weeks</td>
</tr>
<tr>
<td>Teacher</td>
<td>means a School Teacher and an Early Childhood Teacher, unless separately specified</td>
</tr>
<tr>
<td>Term weeks</td>
<td>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 Fintona School calendar.</td>
</tr>
<tr>
<td>Victorian Institute of Teaching</td>
<td>means the statutory authority for the registration of Teachers established pursuant to the <em>Education and Training Reform Act 2006</em> (Vic) or its successor</td>
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<tr>
<td>Workplace Injury Rehabilitation and Compensation Act</td>
<td>means the Workplace Injury Rehabilitation and Compensation Act 2013 (WIRC Act) or its successor</td>
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4 COVERAGE

4.1 This Agreement covers:

(a) The Employer – Fintona Girls’ School ABN 27 004 534 687; and

(b) The Employees – Teachers, School Assistants and Aides and Early Learning Centre Assistants and Aides.

This Agreement does not cover the Principal, Deputy Principals by whatever name called, the Business Manager by whatever name called, or any Employee 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) from time to time.

4.2 Part 1 and Part 2 of this Agreement apply to all Employees to whom the Agreement applies.

4.3 Parts 3 and 4 of this Agreement apply to Employees as specified.

5 RELATIONSHIP TO AWARDS AND LEGISLATION

5.1 This Agreement operates to the complete exclusion of all Awards which would otherwise apply to any of the Employees covered by this Agreement, including but not limited to the Educational Services (Schools) General Staff Award 2010 and Educational Services (Teachers) Award 2010.

The Employer and Employees agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made prior to the nominal expiry date as set out in cl.2.2 hereof.

The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES. This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

5.2 The Employer must ensure that copies of this agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. EMPLOYER AND EMPLOYEE FLEXIBILITY AGREEMENTS

6.1 Employer and Employee flexibility agreements
(6.1.1) 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:
(a) the agreement deals with 1 or more of the following matters:
   (i) arrangements about when work is performed;
   (ii) overtime rates;
   (iii) penalty rates;
   (iv) allowances;
   (v) leave loading; and
(b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
(c) the arrangement is genuinely agreed to by the Employer and Employee.

(6.1.2) The Employer must ensure that the terms of the individual flexibility arrangement:
(a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
(b) are not unlawful terms under section 354 of the *Fair Work Act 2009*; and
(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

(6.1.3) 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.

(6.1.4) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(6.1.5) 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 PROCEDURE

7. CONSULTATION

7.1 This term applies if the Employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
(b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

7.2 For a major change referred to in paragraph (7.1)(a):

(a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
(b) subclauses (7.3) to (7.9) apply.

7.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

7.4 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.

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

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

7.8 If a term 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 paragraph (7.2) (a) and subclauses (7.3) and (7.5) are taken not to apply.

7.9 In this term, a major change is *likely to have a significant effect on Employees* if it results in:

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

**Change to regular roster or ordinary hours of work**

7.10 For a change referred to in paragraph (7.1) (b):

(a) the Employer must notify the relevant Employees of the proposed change; and 
(b) subclauses (7.11) to (7.15) apply.

7.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

7.12 If:

(a) relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of the consultation, and 
(b) the Employee advises or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

7.13 As soon as practicable after proposing to introduce the change, 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) all relevant information about the change, including the nature of the change; 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).

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

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

7.16 In this term: 
relevant Employees means the Employees who may be affected by a change referred to in subclause (1)

7.17 However, where a change to a School’s educational timetable directly results in a change

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

Clauses 7.11 to 7.15 will apply.

8. DISPUTE RESOLUTION

8.1 If a dispute relates to:

(a) a matter arising under the Agreement, or
(b) the NES,
(c) Any other work related matter

this clause sets out procedures to settle the dispute.

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

8.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

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

(a) the FWC will first attempt to resolve the dispute using one of more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and

(b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:

(i) in relation to the NES, arbitrate the dispute, or

(ii) in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of either party, and

make a determination that is binding on the parties.

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

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

(b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

(ii) the Occupational Health and Safety Act 2004 (Vic) would not permit the work to be performed; or

(iii) the work is not appropriate for the Employee to perform; or

(iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

8.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.
PART 3 CONDITIONS FOR ALL EMPLOYEES

9. MODES OF EMPLOYMENT

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

Prior to the commencement date of employment, new staff members of the School will receive a letter of appointment, which provides information relating to:

(a) the date on which employment commences;
(b) the date on which employment ceases (in the case of fixed term appointments);
(c) commencing classification salary and mode of payment;
(d) superannuation arrangements;
(e) a description of the job as at the commencement of employment;
(f) details of a part time Employee’s employment fraction (if applicable)

For Teachers only, details of the Employee’s face-to-face teaching load will be provided as soon as practicable.

9.1 Full Time Employees

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

9.2 Part Time Employee

9.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.

9.2.2 Upon engagement, the Employer will set out in writing the FTE of the Employee as per Cl. 35.10, 38.1 and at any other time when a variation occurs.

9.3 Fixed Term Employee

9.3.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time up to 12 months as full time or part time:

(a) to replace one or more Employees who are on leave;
(b) to undertake a specified project for which funding has been made available;
(c) to undertake a specified task which has a limited period of operation;
(d) to replace an Employee whose employment has terminated after the commencement of the School Year.

9.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement other than paid parental leave and tuition fee discount.

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

(a) the reason for the fixed nature of the employment;
(b) the date of commencement of the employment;
(c) the benefits which are applicable under this Agreement; and
(d) the rights of any Employee being replaced.

9.3.4 The termination of employment of a Fixed Term Employee will be the expiry of the period of employment or, where an Employee is replacing an Employee on parental leave, in accordance with the appropriate notice of termination provisions in cl. 9.3.5, 36.2 and 40.7 except where such notice extends beyond the period of employment.

9.3.5 An Employee replacing an Employee granted parental leave will be entitled to a minimum of 4 weeks' notice of termination of employment should the Employee on parental leave wish to reduce or cancel their period of leave due to a stillbirth or infant death. The notice of termination provisions will be specified in writing at the time the replacement Employee is employed.

9.4 Casual Employee

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

9.4.2 A Casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer's requirements, without the requirement of prior notice by the Employer or the Employee. It does not include an Employee who could properly be classified as an Employee under clause 9.1 and 9.2.

9.4.3 A Casual Employee is entitled to the rate of pay specified in Schedule 1B for a Casual Teacher, Schedule 2B for a Casual School Assistant. This rate of pay includes a loading in lieu of leave entitlements and

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

(a) notice of termination of employment
(b) redundancy
(c) remuneration packaging
(d) paid annual leave
(e) paid school holidays
(f) leave loading
(g) paid public holidays
(h) paid personal/carer's leave
(i) paid infectious disease leave
(j) paid compassionate leave
(k) paid parental leave
(l) accident make-up pay
(m) tuition fee discount
(n) paid examination and conferral leave
9.4.5 A Casual Employee is entitled to unpaid carer’s leave, unpaid parental leave and long service leave, where eligible.

9.4.6 A Casual Employee will be engaged and paid for a minimum of two hours for each engagement.

9.5 Casual Teachers

9.5.1 The Employer will engage a Casual Teacher for either a full day or a half day.

9.5.2 An Employer may employ a Casual Teacher in such a capacity for up to 20 consecutive school days and up to one full term by mutual agreement.

10. REMUNERATION PACKAGING

10.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee’s remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised. Any Employer superannuation payment due will be calculated on pre-packaged salary. Any packaging arrangement, other than for superannuation, is undertaken with the School’s salary packaging provider.

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

11. SUPERANNUATION

The Employer will make an Employer superannuation contribution in accordance with the Superannuation Guarantee legislation to a complying superannuation fund nominated by the Employee. Each Employee shall be provided with a superannuation choice form upon commencement. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to Non-Government Super Fund (NGS) or its successor fund. NGS is a MySuper compliant fund.

12. PAYMENT ARRANGEMENTS

Salary will be paid by credit transfer to the Employee’s nominated financial institution account by the 15th of each month.

13. MINIMUM EMPLOYMENT PERIOD

13.1 An Employee’s employment is contingent upon the satisfactory completion of a minimum employment period of six months.
13.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee’s employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or cl.29 – Performance and conduct management.

14. PERSONAL/CARER’S LEAVE

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

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

14.2 For a Full Time Employee, the personal/carer’s leave entitlement is 15 days per year of service. A Part Time Employee is entitled to paid personal/carer’s leave on a pro rata basis based on specified hours in clause 9.

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

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

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

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

14.7 An Employee’s entitlement to paid personal/carer’s leave accrues progressively during a year of service according to the Employee’s ordinary hours of work.

14.8 Any unused personal leave is fully cumulative.

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

14.10 An Employee is entitled to personal/carer’s leave provided that the Employee produces a medical certificate from a Medical Practitioner or statutory declaration to the Employer:
(a) for any absence of more than two consecutive days;
(b) for any absence continuous with a non term week and which would not otherwise require the production of a certificate; and
(c) where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

15. COMPASSIONATE LEAVE

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

15.1 An Employee may take 3 day's paid leave per occasion when a member of the Employee’s Immediate Family or household dies or when the Employee’s Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life. This leave is also applicable to someone with whom the member of staff has a very close relationship or who has been a significant figure in their life.

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

15.3 The Employer may require the Employee to provide evidence of the illness, injury or death.

16. INFECTIOUS DISEASES LEAVE

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

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

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

17. PUBLIC HOLIDAYS

Public holidays are provided for in the NES.
17.1 An Employee is entitled to public holidays without deduction of pay as follows:

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

17.2 Days in Lieu

17.2.1 When Christmas Day is a Saturday or Sunday, a holiday in lieu will be observed on 27 December

17.2.2 When Boxing Day is a Saturday or Sunday, a holiday in lieu will be observed on 28 December.

17.2.3 When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu will be observed on the next Monday.

17.3 Where in Victoria, public holidays are declared or prescribed on days other than those set out above, those days will constitute additional days for the purpose of this agreement.

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

17.5 An agreement made in accordance with 17.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

18. PARENTAL LEAVE

Parental (birth/adoption) leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms.

18.1 Definition

For the purpose of this clause:

**Continuous service** means service with the Employer during the whole of the period including any period of authorised leave. For a casual Employee, continuous service means a period during which the Employee was engaged on a regular and systematic basis by the Employer during the 12 month period immediately preceding the date or expected date of birth of the child or the day of placement or expected day of adoption of the child, and the Employee would have had a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
18.2 Increase in entitlements

(a) Instead of the entitlement to 12 months unpaid parental leave in s.70 of the Act, an Employee is entitled to up to 24 months unpaid parental leave, where the Employee has or will have responsibility for the care of a child.

18.3 Variation of period of parental leave

(a) Subject to the relevant provisions of the NES, the Employee may reduce the period of parental leave, if the Employer agrees or in the case of a still birth or infant death.

(b) Subject to the relevant provisions of the NES, where an Employee has commenced a period of parental leave that is less than 12 months, the Employee:

(i) may extend the period of parental leave, up to 12 months, once by giving the Employer at least 4 weeks' written notice before the end of the period stating the period by which the leave is to be extended; and

(ii) may further extend the period of parental leave, up to a maximum of 24 months (including the initial period), by agreement with the Employer.

18.4 Where an Employee elects to take a period of parental leave greater than 12 months but less than 24 months and wishes to extend this period up to a maximum of 24 months, the Employer requires the Employee to notify of his/her intention to extend the period of parental leave at least 4 weeks prior to the expiration of the initial period leave.

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

18.6 Paid parental leave

18.6.1 Application

(a) This clause does not apply to a casual or fixed-term Employee.

(b) This clause applies to a full time or part time Employee who is entitled to unpaid parental leave in accordance with the NES and Clause 18 Parental Leave.

(c) The payments in Clause 18.6.2 and 18.6.3

(i) are not payable during a period of paid leave;

(ii) are payable after the birth or adoption of a child, which may commence after other paid leave is taken.

(iii) are paid at the Employee’s ordinary rate of pay.

18.6.2 Birth related leave and adoption related leave
(a) An Employee will be entitled to 12 weeks of leave with pay to be responsible for the care of the child which must commence at or around the time of the birth or adoption of the child.

(b) If the Employee takes less than 12 weeks of leave with pay, the Employee will be paid for the period of leave taken. This leave will be included in the Employee's service calculation.

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

(d) An Employee 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.

18.6.3 Partner leave

(a) An Employee, 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 of at least 1 week, will be paid for that week.

19. LONG SERVICE LEAVE

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

19.2 The timing and length of Long Service Leave is by negotiation with the Principal.

19.3 The Principal reserves the right to limit the number of Employees on leave at any one time or not to grant the leave if the operational requirements of the School would be adversely affected by a person taking such leave.

19.4 Upon the completion of 7 years’ continuous service, an Employee is entitled to 9.1 weeks Long Service Leave and an additional 1.3 weeks for each subsequent year of service.

19.5 An Employee will normally take their first entitlement to Long Service Leave in a single period of one term.

19.6 The timing of Long Service Leave will be negotiated between the Principal and the Employee, but will ordinarily be taken within 12 months of accruing an entitlement of 12 weeks. In exceptional circumstances, upon request by the Employee, this may be varied at the discretion of the Principal.

19.7 An Employee may request to take a longer time on less pay e.g. double time on half pay.

19.8 Subsequent requests for Long Service Leave may be made for periods of less than a term. For periods of long service leave of less than one term, the Employee may be requested to provide a replacement or suggest a satisfactory way in which their load can be covered.
19.9 Accrued Long Service Leave will be paid in lieu where an Employee’s employment is terminated for any reason after 7 years of continuous employment.

19.10 Accrued Long Service Leave will be paid in lieu to an Employee’s personal representative where the Employee dies at any point during the employment with Long Service Leave entitlements accrued but not yet taken.

19.11 An Employee, whose service has been all full time or all at the same part time fraction, will be paid at the Employee’s normal salary during the period of long service leave.

19.12 Where an Employee’s time fraction has varied, salary when proceeding on long service leave is calculated as follows:

A proportionate rate determined by calculating an average of the Employee’s time fractions over the period of continuous service.

However, where the NES provides an Employee with a higher payment for long service leave, the NES entitlements will apply.

19.13 Subject to the production of a supporting medical certificate, an Employee 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 Employee is entitled to sick leave.

19.14 In this case the Employee will return from Long Service Leave as planned with the period of illness increasing the Employee’s accrued Long Service Leave entitlement.

19.15 The Employee’s application under cl.19.13 must as far as practicable:

(a) be received by the Employer during the period of illness or injury;

(b) be accompanied by a medical certificate from a registered health practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury.

20. LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. Entitlements under this Agreement do not accrue during any period of leave without pay in excess of 10 days subject to cl.35.1.4.

21. ACCIDENT COMPENSATION AND ACCIDENT MAKE UP PAY

21.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (WIRC Act), the Employer must
pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer. The 39 weeks of accident make-up pay also includes the time where an Employee resumes on a part time return to work up to a maximum of 39 weeks.

22. WITHHOLDING OF MONIES

22.1 Subject to 22.2, in the event that an Employee does not provide the full notice required upon termination of employment, the Employer may withhold from any monies owing to the Employee under this Agreement, an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.

22.2 Clause 22.1 does not entitle the Employer to withhold any monies owing to an Employee to the extent to which it would result in the Employer failing to comply with the Act.

23. REDUNDANCY

23.1 Notification of Reduction in Hours of Work

All Teachers and Assistants are required by the School to submit their requests, including preferred time fraction, during second term of the year prior to that for which the requests are being made.

Where the School reduces a Teacher’s or an Assistant’s time fraction beyond what has been requested by the Teacher or an Assistant the School will give notice or payment in lieu of notice as follows:

a) 7 weeks wholly within the one school term for a School Teacher

b) 4 weeks wholly within one school term for School Assistants.

23.2 Procedures

23.2.1 Where a redundancy arises the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the Employees concerned.

23.2.2 The Employer will schedule an initial meeting with the affected Employee at which discussion will include details of the proposed redundancy. Suggestions will be sought from the Employee as to how to reduce any negative impact from this proposal on the Employee. A second meeting date will be set and a letter confirming initial discussions provided to the Employee including notice that a support person may attend subsequent meetings.
23.2.3 The second meeting will provide an opportunity for further discussion and questions from the Employee and a procedure will be established for any additional meetings. A letter confirming these discussions will be provided to the Employee.

23.2.4 If it is determined that the redundancy will proceed, the Employer will confirm this in writing and provide the financial details of the redundancy.

23.3 **Transfer to lower paid duties**

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

23.4 **Severance Pay**

The severance payment for an Employee will be in accordance with the following:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay (under 45 years of age)</th>
<th>Severance Pay (over 45 years of age)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks’ pay</td>
<td>5 weeks’ pay</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>8 weeks’ pay</td>
<td>9.5 weeks’ pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>10 weeks’ pay</td>
<td>12.5 weeks’ pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>12 weeks’ pay</td>
<td>15 weeks’ pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>14 weeks’ pay</td>
<td>17.5 weeks’ pay</td>
</tr>
<tr>
<td>6 years and less than 7 years</td>
<td>16 weeks’ pay</td>
<td>20 weeks’ pay</td>
</tr>
<tr>
<td>7 years and less than 8 years</td>
<td>18 weeks’ pay</td>
<td>22.5 weeks’ pay</td>
</tr>
<tr>
<td>8 years and over</td>
<td>2 weeks’ pay for every completed year of service up to 30 weeks</td>
<td>2.5 weeks’ pay for every completed year of service up to 35.5 weeks</td>
</tr>
</tbody>
</table>

'weeks’ pay’ means the ordinary time rate of pay for the Employee

23.5 **Leaving during notice**

An Employee whose employment is terminated for reasons of redundancy may terminate the Employee’s employment during the period of notice, and if so, will be entitled to the same benefits and payments under clause 23.4 had the Employee
remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

23.6 Alternative employment

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

23.7 Time off during notice period

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

23.8 Part-time Employees

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

24. ANNUAL LEAVE LOADING

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

24.2 The loading will be paid with each salary payment throughout the school year, by increasing the annual rate of pay as at the commencement of the School year, or as subsequently varied, by 1.342%.

24.3 Leave loading is calculated using the following formula:

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

25. ALLOWANCES

25.1 Meal Allowance

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7.00pm on any day.
25.2 Higher Duties Allowance

An Employer may direct that an Employee perform temporarily, duties applicable to a classification higher than that of such Employee. Where an Employee performs such duties for one week or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification or Position of Responsibility Allowance, that Employee will be paid the rate applicable to the higher classification for the whole period during which the said duties are performed.

25.3 Vehicle Allowance

(a) An Employee required by the Employer to use the Employee'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 as for 400 kilometres per week.

   (ii) Motorcycle

   $0.43 per kilometre with a maximum payment as for 400 kilometres per week.

(b) Where an Employer provides a motor vehicle which is used by an Employee in the performance of the Employee’s duties the Employer must pay all expenses including registration, running and maintenance.

25.4 Camp Allowance

An Employee, other than a Casual Employee, will be entitled to be paid $60 per night in compensation for attending an overnight camp. This allowance is not payable for overseas trips.

26. BREAKAGE AND LOSS

An Employee will not suffer loss of income for any accidental breakages or loss of property which occurs in the normal course of the Employee’s duties.

27. COMMUNITY SERVICE LEAVE

Community Service Leave (which includes Jury Service Leave) is provided for in the NES except where this Agreement provides ancillary or supplementary terms.

27.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
27.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

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

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

27.5 Subject to cl.27.1-27.4, an Employer will continue to pay an Employee granted leave pursuant to Clause 27.1 his or her ordinary salary during the period of leave. Within a reasonable time after completion of the Jury Service, the Employee will reimburse the Employer an amount equal to the amount paid by the Court Authorities in respect of the Employee’s attendance for such jury service.

28. LEAVE FOR EXAMINATION AND QUALIFICATION CONFERRAL

28.1 Examination Leave

An Employee will be granted leave with pay, to be taken from the Employee’s personal/carer’s leave entitlement, to attend compulsory examinations in an approved relevant course of study.

28.2 Qualification Conferral Leave

An Employee will be granted leave with pay, to be taken from the Employee’s personal/carer’s leave entitlement, for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

29. PERFORMANCE AND CONDUCT MANAGEMENT

The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause where an Employee’s employment is terminated during the minimum employment period pursuant to cl.13 - Minimum employment period, or for a casual Employee.

29.1 Performance Management

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

29.1.2 A formal performance management procedure will commence with the Employer advising the Employee in writing of:
(a) the Employer’s concern(s) with the Employee’s performance;
(b) the time, date and place of the first formal meeting to discuss the Employee’s performance;
(c) the Employee’s right to be accompanied by a nominee of the Employee’s choice or a Union representative at all meetings scheduled to discuss the Employee’s performance;
(d) the Employer’s right to terminate the employment should the procedure not resolve the Employer’s concern(s).

29.1.3 Initial Formal Performance Management meeting

At the initial meeting, the Employee shall be given an opportunity to seek clarification of any points raised in the Employer’s letter, and the parties shall attempt to reach agreement on an appropriate timeline for the total process and the times and dates for the holding of review meetings.

29.1.4 Subsequent formal performance management meetings will

(a) include discussion of the Employer’s concern(s) with the Employee’s performance;
(b) give the Employee an opportunity to respond to the Employer’s concern(s);
(c) include discussion of any counselling or assistance, where appropriate, available to the Employee;
(d) include documentation, where appropriate;
(e) set periods of review, as appropriate.

29.1.5 If, after following the procedure in this clause, the Employer’s decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

29.2 Conduct Management

29.2.1 Where the Employer is considering termination of employment for reasons related to an Employee’s conduct, the Employer will implement the procedure in this clause.

29.2.2 The Employer will advise the Employee in writing of:

(a) the Employer’s concern(s) with the Employee’s conduct;
(b) the time, date and place of the meeting to discuss the Employee’s conduct;
(c) the Employee’s right to be accompanied by a nominee of the Employee’s choice or a Union representative at any meeting scheduled to discuss the Employee’s conduct;
(d) the Employer’s right to terminate the Employee’s employment should the Employer’s concern(s) not be resolved.

29.2.3 Initial Formal Conduct management meeting
At the initial meeting, the Employee will be given an opportunity to seek clarification of any points raised in the Employer’s letter, and the parties will attempt to reach agreement on an appropriate timeline for the total process and the times and dates for the holding of review meetings.

29.2.4 The subsequent formal conduct management meeting(s) will:

(a) include discussion of the Employer’s concern(s) with the Employee’s conduct;
(b) give the Employee an opportunity to respond to the Employer’s concern(s).

29.2.5 Concern(s) with an Employee’s conduct may be resolved by:

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

30. REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

A request for flexible working arrangements is provided for in the NES.

30.1 An Employee who is a parent, has responsibility for the care of a child, who has responsibilities as a carer, or who has a disability, are over 55 years of age or experiencing domestic violence may request the Employer for a change in working arrangements to assist the Employee to care for the child if the child:

(a) is under school age; or
(b) is under 18 and has a disability.

*Note: examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.*

30.2 The Employee is not entitled to make a request unless the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request.

30.3 The request must be in writing and set out the details of the change sought and of the reasons for the change.

30.4 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.
30.5 If the Employer refuses the request, the written response must include details of the reasons for the refusal.

30.6 The Employer may refuse the request only on reasonable business grounds.

31. SCHOOL TUITION FEES – DISCOUNT

All permanent Employees of Fintona Girls’ School are entitled to a 25% discount on tuition fees for their children (as defined under ‘Immediate Family’) enrolled at Fintona.

For staff with children enrolled after the commencement of this Agreement [excluding where there is already a sibling enrolled], any Fringe Benefits Tax that is incurred as a result of this discount, is to be reimbursed, on a monthly basis, by the Employee, to the School.

32. UNION REPRESENTATIVES

32.1 Leave to Attend Union Business

32.1.1 The Employer shall grant paid leave during ordinary working hours to an Employee who, as a Union-nominated representative of the Employees is required to attend:

(a) negotiations, conferences or industrial proceedings;
(b) official Union meetings preliminary to negotiations or industrial hearings;
(c) joint Union/management consultative committee meetings; or
(d) meetings of committees of the Union.

32.1.2 The granting of leave pursuant to this clause shall only be approved where an application for leave has been submitted by an Employee a reasonable time in advance.

32.1.3 Leave may be refused where the operation of the School will be unduly inconvenienced. Leave shall not be unreasonably refused.

32.1.4 The Employer shall not be liable for any expenses associated with an Employee attending to Union business.

32.2 Trade Union Training Leave

32.2.1 The Union Representative shall be entitled to 5 days paid leave per year to attend accredited Trade Union Training courses conducted by Trade Union Training Australia Inc or the Union.

32.2.2 The granting of leave pursuant to this clause is subject to the operation of the School not being unduly inconvenienced. Leave shall not be unreasonably refused.

32.2.3 The Employer shall not be liable for any expenses associated with an Employee attending Trade Union Training.
32.3 **Workplace Representatives of the Union**

Where an Employee covered by this agreement requires assistance regarding their employment conditions, they may seek the assistance of a nominated representative of the Union. The Representative of the Union shall be allowed reasonable time during working hours to consult with staff and management on matters affecting the Employees whom they represent.

32.4 **Union Notice Board**

The Employer shall permit the union to display notices dealing with legitimate Union business on an appropriate notice board.

33.**BREAKS**

33.1 **Meal break**

An employer is required to provide an unpaid meal break of not less than 30 consecutive minutes to an employee who is engaged or rostered to work for more than five hours on a day. Such meal break will start no later than five hours after the employee commenced work on that day.

33.2 **Rest break**

A School Assistant or Aide is entitled to a rest break of 10 minutes for each period of three hours worked, with a maximum of two rest breaks per shift.

Where the School Assistant or Aide has an entitlement to two rest breaks, in place of the two 10 minute rest breaks:

- the employer and the School Assistant or Aide may agree to one rest break of 20 minutes; or
- the employer may require one rest break of 20 minutes, where the School Assistant or Aide is engaged in classroom support services.

A rest break:

- will be counted as time worked;
- will be taken at a time suitable to the employer; and
- will not be taken adjacent to a meal break, unless the employee and the employer agree.

34.**EMPLOYEE ASSISTED PROGRAM**

An Employee Assistance Program (EAP) is a work-based intervention program designed to enhance the emotional, mental and general psychological wellbeing of all employees (excluding casuals except in special circumstances) see Employee Assistance Policy for further details.

29
35. FAMILY VIOLENCE LEAVE

35.1 Definition For the purpose of this clause, family violence is defined by the Family Violence Protection Act 2008 (Vic) (Act). Under this Act, the definition of family violence is behaviour by a person towards a family member of that person if that behaviour

35.1.1 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; or

35.1.2 causes a child to hear or witness, or to otherwise be exposed to the effects of behaviour described above.

35.2 Leave entitlement

35.2.1 An employee subject to family violence is entitled to 10 days (Non-cumulative) per year of paid family violence leave for the purpose of:

35.2.1.1 attending legal proceedings, counselling, appointments with a medical or legal practitioner;
35.2.1.2 relocation or making other safety arrangements; or
35.2.1.3 other activities reasonably associated with the experience of family violence. 35.2.1.4 Family violence leave may be taken as consecutive or single days, including half days.
35.2.1.5 Family violence leave is not cumulative from year to year.

35.3 Notice and Evidentiary Requirements

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

35.3.2 The employee must provide, if requested, provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 35.2.1. 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.

35.3.3 The employer will not place the documentary evidence provided under clause 35.2 on the employee’s file, unless expressly permitted by the employee. Instead, the employer may place a note on the employee’s file confirming:

35.3.3.1 the dates that family violence leave was taken; and
35.3.3.2 that documentary evidence was sighted by the employer.
35.3.4 Personal information provided by the employee to the employer concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary for operational reasons.
PART 4: CONDITIONS OF EMPLOYMENT FOR TEACHERS

36. CLASSIFICATIONS AND SALARY

36.1 Schedule 1A sets out the classification structure and progression through the salary scale.

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

36.3 Schedule 1C sets out the Positions of Responsibility Structure

37. SCHOOL HOLIDAYS AND ANNUAL LEAVE AND PRO RATA PAYMENT OF SALARY INCLUSIVE OF ANNUAL LEAVE

37.1 SCHOOL HOLIDAYS AND ANNUAL LEAVE

37.1.1 This clause applies to Teachers employed full time or part time (on a pro rata basis). This clause does not apply to Casual Teachers.

37.1.2 School holidays will be not less than the periods mandated by the Victorian Government for Victorian government schools. The Employer will announce the periods of school holidays for each year 6 months prior to the commencement of that School year.

37.1.3 A Teacher is entitled to school holidays without deduction of pay. Annual leave must be taken in the 4 week period immediately following the final term week of the current school year.

37.1.4 The Employer may reduce a Teacher’s entitlement to school holidays where a Teacher has taken unpaid leave in excess of 10 working days in any school year pursuant to clause 14 (Personal Leave) or clause 20 (Leave Without Pay).

37.1.9 Public holidays that occur during a period of leave for Teachers do not create an additional entitlement.

37.2. PRO RATA PAYMENT OF SALARY INCLUSIVE OF ANNUAL LEAVE

37.2.1 This clause of the Agreement provides industry specific detail and incorporates the NES entitlement with respect to annual leave.

37.2.2 The provisions of this clause will apply:

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

   (b) in the calculation of payment in regard to pro rata salary if:
(i) an Employee commenced employment after the school or preschool service date;

(ii) an Employee has taken leave without pay of more than two term weeks since the school or preschool service date; or

(iii) the hours which an Employee has worked at school or preschool have varied since the school or preschool service date.

37.2.3 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, or part thereof, since the school or preschool service date or the date of employment in circumstances where the Employee has been employed by the Employer since the school or preschool service date.
- \( b \) is the number of term weeks, or part thereof in the school or preschool year
- \( c \) is the number of non-term weeks, or part thereof, in the school or preschool year
- \( d \) is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school or preschool service date or date of employment in circumstances where the Employee has been employed by the Employer since the school or preschool service date.

37.2.4 For the purpose of this clause:

(a) **school or preschool service date** means the date from which Employees are paid at the commencement of the school/preschool year in their first year of service with the Employer; and

(b) **Employee** means an Employee other than a casual Employee.

37.2.5 The formula in clause 37.2.3 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to an Employee in respect of the school/preschool year in which the formula is applied.

37.2.6 Termination of employment

An Employee will be entitled on termination of employment to a payment calculated in accordance with this clause.
37.2.7 Employees who commence employment after the commencement of the school or preschool year

An Employee who commences employment after the usual date of commencement at a school or preschool in any school/preschool year, will be paid from the date the Employee commences, provided that at the end of the last school/preschool term or final semester in that year, the Employee must be paid an amount calculated pursuant to clause 37.2.5 and will receive no salary or other payment other than payment under this clause until the school or preschool service date or the resumption of Term 1 or first semester in the following school/preschool year.

37.2.8 Employees who take approved leave without pay

Where an Employee takes leave without pay with the approval of the Employer for a period which (in total) exceeds more than two term weeks in any year, the Employee will be paid a salary calculated in accordance with this clause as follows:

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

(b) if the leave without pay is to conclude in a school/preschool year following the school/preschool 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/preschool year in which the leave commences; or

(ii) at the end of the last school/preschool term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that school/preschool year.

If the Employee returns early from leave any payment under clause 37.2.8(b)(i) will be taken into account in calculating the amount owed to the Employee at the end of the last school/preschool term or final semester in that year.
38. HOURS OF WORK

38.1 This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours. Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher may be averaged over a 12 month period.

38.2 The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend during times when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher’s attendance.

38.3 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 prior to the start of that working year.

38.4 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.

38.5 A Teacher who is required to attend a school camp on a weekend is entitled to a day in lieu to be taken at a time mutually agreed upon by the teacher and the Principal.

38.6 No Employee at Fintona Girls’ School shall be required to perform an unfair, unreasonable or excessive workload. In making determinations about the work of Teachers, the School shall attempt to provide for equitable workloads across the School and amongst comparable Employees.

38.7 Subject to the above, the hours of work for Teachers shall consist of an average of 38 hours per week averaged over the school year, plus reasonable additional hours in order to fulfil the operational requirements of the Employer.

38.8 The ordinary hours of work for an Employee at Fintona during term weeks are variable and include all teaching as set out in individual teaching loads, plus normal additional duties as required by the School to satisfactorily fulfil the obligations of a teacher at Fintona Girls’ School.

38.9 For a full time Teacher in the Senior School or a Specialist Teacher in the Junior School or ELC, the face-to-face teaching load is 41 x 53 minute periods per two week cycle.

38.10 Part time Teachers

38.10.1 A part time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a full time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 9.2.2. The pro rata annual salary
is calculated using the following formula. For the purpose of this formula, a Full Time Teacher’s face-to-face teaching hours are deemed to be 41 x 53 minute periods per cycle.

\[
\text{Number of periods taught} \times \text{annual salary} = \frac{41}{41}
\]

38.10.2 The FTE of a part time teacher working in the Senior School or as a specialist teacher in the Junior School or ELC will be determined in accordance with the calculation in 38.10.

For a part time teacher in the Junior School or ELC (not being a specialist teacher), their time fraction is determined as a percentage of their number of days of attendance over 5 days.

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

39. NOTICE OF TERMINATION

39.1 Where the Employer wishes to terminate the employment of a Teacher, the Employer will give seven weeks’ notice in writing, wholly within the one school term or full payment in lieu.

39.2 Where the Employer wishes to terminate the employment of a fixed term Teacher, who is replacing another Teacher on parental leave, the Employer will give the fixed term Teacher 4 weeks’ notice if the School agrees to the Teacher on leave returning early or in the case of a stillbirth or infant death.

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

39.4 A Teacher must provide the Employer with a minimum of 7 weeks’ notice in writing of their resignation, with such notice to be given wholly within the one school term.

39.5 The notice period in clauses 35.1 and 35.2 does not apply where the Teacher is guilty of serious misconduct.

39.6 Upon termination, a Teacher may request a statement of service and separation certificate.
PART 5: CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS AND AIDES

40. CLASSIFICATIONS AND SALARIES

40.1 Schedule 2A sets out the classification structure for School Assistants and Aides (see Appendix 1).

40.2 Schedule 2B sets out the salary scale for School Assistants and Aides entitled to leave during non-term weeks.

41. HOURS OF WORK

41.1 The ordinary hours of work for a full time School Assistant or Aide will be 41 hours per week. Part time hours will be pro rata of this amount. By mutual agreement, if the School Assistant or Aide accepts to work additional hours these will be paid at the Employee’s normal rate or may be taken as time in lieu.

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

41.3 The spread of hours will be between 8.00am and 6.00pm Monday to Friday, including any staff or parent meetings adjacent to the school/ELC day that the Employee is required to attend.

41.4 An Early Childhood Assistant is entitled, in addition to the period children attend the ELC program, to specified time sufficient to undertake support duties (e.g. preparation, pack up or other duties in relation to their work with children).

41.5 An Employee will not be required to work more than 5 hours without a break for a meal totally free from any duties, of not less than 45 minutes. For Early Childhood Assistants this should occur between the conclusion of the morning program and the beginning of the afternoon program.

42. SCHOOL HOLIDAYS AND ANNUAL LEAVE

42.1 Annual leave for School Assistants and Aides employed prior to the commencement of this Agreement

42.1.1 An Employee paid in accordance with Schedule 2B of this agreement will, other than in circumstances prescribed in clause 42.1.2, be entitled to school holidays without deduction of pay. School holidays are defined at clause 34.2. Annual leave must be taken in the 4 week period immediately following the final term week of the current school year.

42.1.2 Where a School Assistant or Aide takes leave without pay or unpaid carer’s leave in excess of 10 working days in any school year, the School Assistant’s or Aide’s entitlement to school holidays will be calculated on the basis of one third of that School Assistant’s or Aide’s number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer’s leave).
42.1.3 Where a School Assistant’s or Aide’s entitlement to paid annual leave has been reduced pursuant to clause 42.1.2, the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer’s leave) and will be counted as service for all purposes of the agreement.

42.1.4 A School Assistant or Aide, who is employed for part only of a School year, will be paid a pro rata holiday entitlement calculated on the basis of one third of that School Assistant’s number of working weeks (excluding paid holiday periods) at the rate of pay applicable at the time leave is taken or employment is terminated.

42.1.5 Public holidays that occur during a period of school holidays for Employees do not create an additional entitlement.

42.2 Annual leave for School Assistants and Aides employed after the commencement of this Agreement (excluding ELC Assistants and Aides)

42.2.1 Due to operational needs, the School may require an Assistant to work up to two weeks in the School holidays. This would entail;

- 1 week immediately prior to the commencement of Term 1
- 1 week immediately following the end of Term 4

A term’s notice will be provided if the Assistant will be required for these weeks.

43. NOTICE OF TERMINATION

43.1 Where the Employer wishes to terminate the employment of a School Assistant or Aide, 4 weeks’ notice in writing, or full payment in lieu, will be provided to the School Assistant. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

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

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

43.4 A School Assistant or Aide must provide the Employer with a minimum of 4 weeks’ notice in writing. Where a School Assistant or Aide is entitled to School Holidays, notice is to be given wholly within the one school term.

43.5 The notice period in clause 43.1 does not apply where the School Assistant or Aide is guilty of serious misconduct.
43.6 Upon termination the School Assistant or Aide may request a statement of service and separation certificate.

43.7 Where the Employer wishes to terminate the employment of a fixed term School Assistant or Aide, who is replacing another School Assistant or Aide on parental leave, the Employer will give the fixed term School Assistant or Aide 4 weeks' notice if the School agrees to the School Assistant or Aide on leave returning early or in the case of a stillbirth or infant death.

44. PENALTY RATES

44.1 Shiftwork

(a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.

(b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

44.2 Saturday and Sunday work

(a) An Employee other than an Employee covered by clause 44.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

(i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and

(ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

44.3 The penalty rates within this clause and in clause 43—Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

45. SCHOOL ASSISTANT OVERTIME, ALLOWANCES, FIRST AID, UNIFORM

45.1 Overtime rates

(a) An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

<table>
<thead>
<tr>
<th>Time worked</th>
<th>Overtime rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday–</td>
<td>150% of the ordinary hourly rate of pay for the first 3 hours and</td>
</tr>
</tbody>
</table>
Friday 200% of the ordinary hourly rate of pay after that
Saturday 150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday 200% of the ordinary hourly rate of pay
Public holidays 250% of the ordinary hourly rate of pay

(b) Overtime will be calculated daily.

45.2 Time off instead of payment for overtime

(a) An Employee and Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.

(b) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under cl.45.2.

(c) An agreement must state each of the following:

(i) the number of overtime hours to which it applies and when those hours were worked;

(ii) that the Employer and Employee agree that the Employee may take time off instead of being paid for the overtime;

(iii) that, if the Employee requests at any time, the Employer must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

(iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at 0. There is no requirement to use the form of agreement set out at cl. 45.2. An agreement under clause 45.2 can also be made by an exchange of emails between the Employee and Employer, or by other electronic means.

(d) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under cl.45.2 an Employee who worked 2 overtime hours is entitled to 2 hours’ time off.

(e) Time off must be taken:
(i) within the period of 6 months after the overtime is worked; and

(ii) at a time or times within that period of 6 months agreed by the Employee and Employer.

(f) If the Employee requests at any time, to be paid for overtime covered by an agreement under clause 45.2 but not taken as time off, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the Employer must pay the Employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

(h) The Employer must keep a copy of any agreement under clause 45.2 as an Employee record.

(i) An Employer must not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make, or not make, an agreement to take time off instead of payment for overtime.

(j) An Employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the Employer and the Employee, instead of being paid for overtime worked by the Employee. If the Employer agrees to the request then clause 45.2 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an Employee makes a request under section 65 of the Act for a change in working arrangements, the Employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

(k) If, on the termination of the Employee’s employment, time off for overtime worked by the Employee to which clause 45.2 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 45.2.

45.3 Make-up time

An Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.
45.4 First aid allowance

(a) Application An Employee who is designated by the Employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance of:

(i) 1.65% of the standard rate per annum; or

(ii) 1/240th of the allowance in clause 45.4(a)(i), if designated on a per day basis.

(b) Excluded Employees

This allowance does not apply to:

(i) a nurse;

(ii) an Employee employed exclusively as a first aid officer; or

(iii) an Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

45.5 Uniform/protective clothing allowance

(a) Where an Employer requires an Employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the Employee's duties, the Employer will:

(i) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or

(ii) provide a uniform or protective clothing allowance of $1.20 per day up to a maximum of $6.00 per week and a laundry allowance of $0.30 per day up to a maximum of $1.50 per week; or

(iii) reimburse the Employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of $0.30 per day up to a maximum of $1.50 per week, if the Employer does not launder the items.

(b) Where an Employee is required to work in the rain they will be supplied with adequate rainproof clothing.
EXECUTED as an agreement this _______ day of _____

EMPLOYER REPRESENTATIVE

Signed: ________________________________

Date: 05/13/2018

Name in full (printed): GERALDINE LUCCI

Position title: BUSINESS MANAGER

Authority to sign explained: Representing the employer

Address: ________________________________

Witnessed by: ____________________________

Witness name in full: ROWENA NUARRE VITARELLI

Witness address: ____________________________

EMPLOYEE REPRESENTATIVE

Signed: ________________________________

Date: 05/13/2018

Name in full (printed): FABRIZIO BIVIANO

Position title: Teacher

Authority to sign explained: Staff Rep.

Address: ________________________________

Witnessed by: ____________________________

Witness name in full: CEIL RICHARDS

Witness address: ____________________________
SCHEDULE 1A: CLASSIFICATION STRUCTURE - TEACHERS

1A.1 Duties of an Employee

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.

1A.2 Teachers with full and provisional registration and Progression

1A.2 A Teacher holding full or provisional registration who has a four year approved training course beyond secondary school, including teacher training, will commence at Level 1 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. Teachers with an FTE of 0.4 or less will need to complete two years’ service to progress to the next level.

1A.3 Permission to teach Teachers

1A.3.1 A permission to teach Teacher will be paid not less than Level 1.

1A.3.2 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.

1A.4 Acquisition of Additional Qualifications

1A.4.1 Subject to Clause 1A.1, a Four year trained teacher who acquires additional qualifications relevant to education, is entitled to be credited with the equivalent of 1 year of experience for each qualification (where the qualification is at least the equivalent of 1 full year course of study) up to 5 years of training.

1A.4.2 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.

1A.4.3 The advancement to take effect from the commencement of the next school year after the Teacher gains the qualification.

1A.5 Evidence of qualifications

1A.5.1 On engagement, the Employer may require that the Employee provide documentary evidence of qualifications and teaching experience. If an Employer considers that the Employee has not provided satisfactory evidence, and advises the Employee 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 an Employee.

1A.5.2 Where an Employee has completed further teaching experience with another Employer (for example during unpaid leave) or additional qualifications after commencement of employment they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the Employee provided satisfactory evidence to the Employer within three months of completion. In all other cases the Employee will be classified and paid from the date satisfactory evidence is provided.
SCHEDULE 1B: SALARIES - TEACHERS

1B.1 The annual salary for a full time Teacher will be as prescribed in the following table:

<table>
<thead>
<tr>
<th>Level</th>
<th>February 1, 2018</th>
<th>February 1, 2019</th>
<th>February 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Salary</td>
<td>Leave</td>
<td>Total</td>
</tr>
<tr>
<td>1</td>
<td>70,007</td>
<td>940</td>
<td>70,946</td>
</tr>
<tr>
<td>2</td>
<td>71,360</td>
<td>958</td>
<td>72,318</td>
</tr>
<tr>
<td>3</td>
<td>74,506</td>
<td>1,000</td>
<td>75,506</td>
</tr>
<tr>
<td>4</td>
<td>76,707</td>
<td>1,030</td>
<td>77,737</td>
</tr>
<tr>
<td>5</td>
<td>79,552</td>
<td>1,068</td>
<td>80,620</td>
</tr>
<tr>
<td>6</td>
<td>82,493</td>
<td>1,107</td>
<td>83,601</td>
</tr>
<tr>
<td>7</td>
<td>85,550</td>
<td>1,148</td>
<td>86,699</td>
</tr>
<tr>
<td>8</td>
<td>88,710</td>
<td>1,351</td>
<td>90,061</td>
</tr>
<tr>
<td>9</td>
<td>91,994</td>
<td>1,235</td>
<td>93,229</td>
</tr>
<tr>
<td>10</td>
<td>95,410</td>
<td>1,280</td>
<td>96,690</td>
</tr>
<tr>
<td>11</td>
<td>104,45</td>
<td>1,402</td>
<td>105,852</td>
</tr>
</tbody>
</table>

In principle, the School will attempt to keep the salary scale at an average of 3.5% above the Victorian State School scale over the life of this Agreement.

1B.2 Weekly Salary

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

1B.3 Annual Leave Loading

The annual salary in 1B.1 includes annual leave loading

1B.4 Casual Rate of Pay

The rate of pay for a Casual Teacher will not be less than:
Casual Rate of Pay

<table>
<thead>
<tr>
<th>Year</th>
<th>Per Day</th>
<th>1/2 Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>314</td>
<td>157</td>
</tr>
<tr>
<td>2019</td>
<td>320</td>
<td>160</td>
</tr>
<tr>
<td>2020</td>
<td>327</td>
<td>163</td>
</tr>
</tbody>
</table>

where the Employee is engaged for less than five consecutive days, or the appropriate salary for their level of classification if employed for five or more consecutive days. These rates will be reviewed annually.

1B.5 Time allowance for Graduate Teacher

A Teacher in their first year of teaching will be provided with an allowance of two (2) periods per cycle for planning, training and registration purposes.

Teachers on less that 0.8 FTE will be provided with one(1) period per cycle.

SCHEDULE 1C: POSITIONS OF RESPONSIBILITY - TEACHERS

1C.1 Eligibility

1C.1.1 The Positions of Responsibility available at Fintona and the allowances attached to them will be determined by the Principal and will be subject to review at the discretion of the Principal.

1C.1.2 The rate of pay is linked to the Positions of Responsibility rather than tied to an individual Teacher.

1C.1.3 The Principal has the discretion to determine if the position is fixed or ongoing.

1C.2 Notification

1C.2.1 The Principal will provide written advice to a Teacher holding a position of responsibility concerning the amount of pay for the position, its tenure and the duties required.

1C.2.2 From the first full pay period after 1 February 2018, the following full time annual allowances will be paid. Teachers holding positions of responsibility will be paid not less than the amounts in the following table, or a pro rata amount if the position is shared:

<table>
<thead>
<tr>
<th>Position of Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>2018</td>
</tr>
<tr>
<td>2019</td>
</tr>
<tr>
<td>2020</td>
</tr>
</tbody>
</table>
SCHEDULE 2A:  CLASSIFICATION STRUCTURE - SCHOOL ASSISTANTS AND AIDES

2A.1 Classifying School Assistants and Aides

Positions for ancillary staff classified as assistants or aides and employed in the Resource Centre, the Science Laboratories and the Early Learning Centre or as an Integration Aide in the School will be in accordance with the classification level per 2B.3.3.

SCHEDULE 2B:  SALARIES - SCHOOL ASSISTANTS AND AIDES

2B.1 Annual Salary

The annual salary for a full time School Assistant and Aide will be as prescribed within the following table:

<table>
<thead>
<tr>
<th>Level</th>
<th>February 1, 2018</th>
<th>February 1, 2019</th>
<th>February 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Salary</td>
<td>Leave</td>
<td>Total</td>
</tr>
<tr>
<td>-------</td>
<td>--------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td></td>
<td>Loading</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>39,554</td>
<td>531</td>
<td>40,085</td>
</tr>
<tr>
<td>1.2</td>
<td>41,074</td>
<td>551</td>
<td>41,625</td>
</tr>
<tr>
<td>1.3</td>
<td>44,563</td>
<td>571</td>
<td>45,134</td>
</tr>
<tr>
<td>2.1</td>
<td>44,897</td>
<td>576</td>
<td>45,473</td>
</tr>
<tr>
<td>2.2</td>
<td>44,244</td>
<td>594</td>
<td>44,841</td>
</tr>
<tr>
<td>3.1</td>
<td>44,787</td>
<td>601</td>
<td>45,388</td>
</tr>
<tr>
<td>3.2</td>
<td>45,595</td>
<td>612</td>
<td>46,207</td>
</tr>
<tr>
<td>4.1</td>
<td>47,276</td>
<td>635</td>
<td>47,911</td>
</tr>
<tr>
<td>4.2</td>
<td>49,645</td>
<td>666</td>
<td>50,309</td>
</tr>
<tr>
<td>5.1</td>
<td>51,257</td>
<td>688</td>
<td>51,945</td>
</tr>
<tr>
<td>5.2</td>
<td>53,714</td>
<td>721</td>
<td>54,455</td>
</tr>
<tr>
<td>6.1</td>
<td>55,644</td>
<td>747</td>
<td>56,419</td>
</tr>
<tr>
<td>6.2</td>
<td>59,444</td>
<td>798</td>
<td>60,222</td>
</tr>
<tr>
<td>7.1</td>
<td>61,170</td>
<td>821</td>
<td>61,991</td>
</tr>
<tr>
<td>7.2</td>
<td>63,132</td>
<td>848</td>
<td>63,980</td>
</tr>
<tr>
<td>7.3</td>
<td>65,083</td>
<td>874</td>
<td>65,957</td>
</tr>
<tr>
<td>8.1</td>
<td>70,884</td>
<td>952</td>
<td>71,836</td>
</tr>
</tbody>
</table>
2B.2 Part Time Salary

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

\[
\text{Total hours employed per week} \times \text{appropriate full time weekly salary} \div 41
\]

2B.3 Incremental advancement

2B.3.1 Commencement level and progression

2B.3.1 Advancement to the next increment within the appropriate level will take place on the anniversary of a School Assistant’s or Aide’s first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year.

2B.3.2 Service for the purposes of this clause will include all service in any other school at the grade to which the School Assistant or Aide is appointed.

2B.3.3 The commencement levels for Employees will be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Commencement level</th>
</tr>
</thead>
<tbody>
<tr>
<td>School operations services grade 1</td>
<td>Level 1.1</td>
</tr>
<tr>
<td>School administration services grade 1</td>
<td>Level 1.2</td>
</tr>
<tr>
<td>Classroom support services grade 1</td>
<td>Level 1.3</td>
</tr>
<tr>
<td>Preschool/childcare services grade 1</td>
<td></td>
</tr>
<tr>
<td>Classroom support services grade 2</td>
<td>Level 2.1</td>
</tr>
<tr>
<td>Curriculum/resources services grade 1</td>
<td>Level 3.1</td>
</tr>
<tr>
<td>Preschool/childcare services grade 2</td>
<td>Level 3.2</td>
</tr>
<tr>
<td>Boarding supervision services grade 1</td>
<td></td>
</tr>
<tr>
<td>Wellbeing services grade 1</td>
<td></td>
</tr>
<tr>
<td>School administration services grade 2</td>
<td></td>
</tr>
<tr>
<td>School operational services grade 2</td>
<td></td>
</tr>
<tr>
<td>Instructional services grade 1</td>
<td></td>
</tr>
<tr>
<td>Classroom support services grade 3</td>
<td></td>
</tr>
<tr>
<td>Curriculum/resources services grade 2</td>
<td></td>
</tr>
<tr>
<td>Preschool/childcare services grade 3</td>
<td></td>
</tr>
<tr>
<td>Boarding supervision services grade 2</td>
<td></td>
</tr>
<tr>
<td>School administration services grade 3</td>
<td></td>
</tr>
<tr>
<td>School operational services grade 3</td>
<td></td>
</tr>
</tbody>
</table>
### Classification

<table>
<thead>
<tr>
<th>Classification</th>
<th>Commencement level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional services grade 2</td>
<td>Level 4.1</td>
</tr>
<tr>
<td>Curriculum/resources services grade 3</td>
<td></td>
</tr>
<tr>
<td>Preschool/childcare services grade 3A</td>
<td></td>
</tr>
<tr>
<td>Boarding supervision services grade 3</td>
<td></td>
</tr>
<tr>
<td>Wellbeing services grade 2</td>
<td>Level 4.2</td>
</tr>
<tr>
<td>School administration services grade 4</td>
<td></td>
</tr>
<tr>
<td>School operational services grade 4</td>
<td></td>
</tr>
<tr>
<td>Instructional services grade 3</td>
<td>Level 5.1</td>
</tr>
<tr>
<td>Curriculum/resources services grade 4</td>
<td></td>
</tr>
<tr>
<td>Preschool/childcare services grade 4</td>
<td></td>
</tr>
<tr>
<td>Boarding supervision services grade 4</td>
<td></td>
</tr>
<tr>
<td>School administration services grade 5</td>
<td></td>
</tr>
<tr>
<td>School operational services grade 5</td>
<td></td>
</tr>
<tr>
<td>Instructional services grade 4</td>
<td>Level 6.1</td>
</tr>
<tr>
<td>Preschool/childcare services grade 5</td>
<td></td>
</tr>
<tr>
<td>Wellbeing services grade 3</td>
<td>Level 6.1</td>
</tr>
<tr>
<td>Nursing services grade 1</td>
<td></td>
</tr>
<tr>
<td>School administration services grade 6</td>
<td></td>
</tr>
<tr>
<td>School operational services grade 6</td>
<td></td>
</tr>
<tr>
<td>Wellbeing services grade 4</td>
<td>Level 7.1</td>
</tr>
<tr>
<td>Nursing services grade 2</td>
<td></td>
</tr>
<tr>
<td>School administration services grade 7</td>
<td></td>
</tr>
<tr>
<td>Preschool/childcare services grade 6 (1–39 places)</td>
<td>Level 7.2</td>
</tr>
<tr>
<td>Preschool/childcare services grade 6 (40–59 places)</td>
<td>Level 7.3</td>
</tr>
<tr>
<td>Nursing services grade 3</td>
<td>Level 8</td>
</tr>
<tr>
<td>Preschool/childcare services grade 6 (60 or more places)</td>
<td></td>
</tr>
<tr>
<td>Wellbeing services grade 5</td>
<td></td>
</tr>
<tr>
<td>School administration services grade 8</td>
<td></td>
</tr>
</tbody>
</table>

### 2B.4 Casual Rate of Pay

The rate of pay for a Casual Aide or Assistant will not be less than:

<table>
<thead>
<tr>
<th>Year</th>
<th>Per Day</th>
<th>1/2 Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>231</td>
<td>115</td>
</tr>
<tr>
<td>2019</td>
<td>235</td>
<td>118</td>
</tr>
<tr>
<td>2020</td>
<td>240</td>
<td>120</td>
</tr>
</tbody>
</table>

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APPENDIX 1

Classifications for School Assistants

Definitions

A.1.1 Definition 1: Supervision

Close supervision: clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine supervision: direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

General direction: direction is provided on the assignments to be undertaken, with the Employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.

Broad direction: direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. Performance will be measured against objectives.

A.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

(b) Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

(c) Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part time post-Year 12 or post-trade certificate course.
(d) Diploma
A course at a higher education or vocational educational and training institution, typically equivalent to two years' full time post-Year 12 study.

(e) Advanced diploma
A course at a higher education or vocational educational and training institution, typically equivalent to three years' full time post-Year 12 study.

(f) Degree
A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

(g) Postgraduate degree
A recognised postgraduate degree, over and above a degree as defined above.

NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

A.1.3 Definition 3: Classification dimensions

(a) Competency
The skill, complexity and responsibility of tasks typically required at each classification level.

(b) Judgment, independence and problem solving
Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

(c) Level of supervision
This dimension covers both the way in which Employees are supervised or managed and the role of Employees in supervising or managing others.

(d) Training level or qualifications
The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

(e) Occupational equivalent
Examples of occupations typically falling within each classification level.
(f) Typical activities

Examples of activities typically undertaken by Employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrols less than 300 students, a medium school enrols between 300 and 600 students and a large school enrols more than 600 students.

A.2 Classifications

A.2.1 Level 1

An Employee at this level will learn and gain competency in the basic skills required by the Employer. In the event that the increased skills/competency are required and utilised by the Employer, classification to a higher level within the structure may be possible.

(a) Competency

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

(b) Judgment, independence and problem solving

The Employee follows standard procedures in a predefined order. The Employee resolves problems where alternatives for the Employee are limited and the required action is clear or can be readily referred to a more senior Employee.

(c) Level of supervision

Close supervision or, in the case of more experienced Employees working alone, routine supervision.

(d) Training level or qualifications

An Employee is not required to have formal qualifications or work experience upon engagement. An Employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school’s policies and procedures in relation to the work environment and the Employees with whom the Employee will be working.

(e) Typical activities

(i) Classroom support services grade 1

- Providing general assistance of a supportive nature to teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general Employee or a teacher
- Assisting with the collection, preparation and distribution of classroom materials
• Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.

• Assisting teachers with the care of students on school excursions, sports days and other classroom activities

• Occupational equivalent: teacher aide/assistant, integration aide/assistant

(ii) Preschool/childcare services grade 1

• Learning and implementing the policies, procedures and routines and the requisite basic skills

• Learning how to establish relationships and interacting with children

• Attending to the physical, social and emotional needs of children on an individual or group basis

• Assisting in the development of good relations with families attending the facility

• Performing basic duties, including food preparation, cleaning or gardening

• Occupational equivalent: childcare assistant, outside school hours assistant, preschool assistant, kindergarten assistant

A.2.2 Level 2

An Employee at this level performs work above and beyond the skills of an Employee at Level 1.

(a) Competency

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

(b) Judgment, independence and problem solving

(i) Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

(ii) An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

(c) Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where Employees are working alone, less direct guidance and some autonomy may be involved.

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(d) Training level or qualifications

Level 2 duties typically require:

(i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;

(ii) completion of Year 12 without work experience;

(iii) completion of Certificates I or II with work related experience; or

(iv) an equivalent combination of experience and training.

(e) Typical activities

(i) Classroom support services grade 2

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved

- Occupational equivalent: teacher aide/assistant, integration aide/assistant

(ii) Curriculum/resources services grade 1

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks

- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording

- Maintaining booking and repair/replacement systems for equipment

- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures

- Maintaining equipment and materials

- Caring for fauna and flora

- Preparing teaching aids under direction

- Preparing standard solutions and less complex experiments

- Assisting students and teachers to use the catalogue and/or locate books and resource materials

- Explaining the function and use of library and library equipment to students

- Under direction, assisting teaching staff to take story groups

- Searching and identifying fairly complex bibliographic material organising inter-library loans

- Answering ready references inquiries
• Operating a wide range of audio-visual or computer equipment
• Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
• Providing technical support to teachers
• Recording materials by means of sound and photographic equipment, etc.
• Evaluating and making recommendations for the purchase of technical or computer equipment
• Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
• Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
• Ordering supplies and materials
• Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
• Assisting with the design/demonstration of experiments and scientific equipment, as directed
• *Occupational equivalent*: library assistant, laboratory assistant, technology centre assistant

(iii) Preschool/childcare services grade 2

• Assisting in the implementation of the children’s program under supervision
• Assisting in the implementation of daily care routines
• Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
• Understanding and working according to the policies and procedures associated with the children’s program
• Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director’s nominee
• Demonstrating knowledge of hygienic handling of food and equipment
• *Occupational equivalent*: childcare assistant

A.2.3 Level 3

An Employee at this level performs work above and beyond the skills of an Employee at Level 2.
(a) Competency

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

(c) Level of supervision

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other Employees may be required. When Employees are working alone, they may work semi-autonomously.

(d) Training level or qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

(i) completion of a trades certificate or Certificate III;

(ii) completion of Year 12 or a Certificate II, with relevant work experience; or

(iii) an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

(e) Typical activities

(i) Classroom support services grade 3

• Undertaking some responsibility for other Employees in the work area

• Providing assistance or guidance to other Employees in the work area

• Liaising between the school, the student and the student’s family where some discretion and judgment are involved

• Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students

• Occupational equivalent: student services co-ordinator

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(ii) Curriculum/resources services grade 2

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with teachers)
- Occupational equivalent: library technician, laboratory technician, technology centre technician

(iii) Preschool/childcare services grade 3

- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified Employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained Employees
• Undertaking and implementing the requirements of quality assurance
• Working in accordance with food safety regulations
• Occupational equivalent: childcare assistant

A.2.4  Level 4

An Employee at this level performs work above and beyond the skills of an Employee at Level 3.

(a) Competency

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The Employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area’s rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

(c) Level of supervision

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with Employees at higher levels. May undertake stand-alone work.

(d) Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) completion of a diploma level qualification with relevant work related experience;

(ii) completion of a Certificate IV with relevant work experience;

(iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;

(iv) completion of a Certificate III with extensive relevant work experience; or

(v) an equivalent combination of relevant experience and/or education/training.

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Typical activities

(i) Curriculum/resources services grade 3

- Demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas.

- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required.

- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff.

- Liaising with teachers on curriculum matters.

- Assisting careers advisor/counsellor

- *Occupational equivalent:* senior technician in a library, laboratory or technology centre, careers placement officer.

(ii) Preschool/childcare services grade 3A

- Exercises similar responsibilities as a grade 3 but an Employee at this level has a Diploma in Children’s Services.

- *Occupational equivalent:* childcare assistant

A.2.5 Level 5

An Employee at this level performs work above and beyond the skills of an Employee at Level 4.

(a) Competency

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

(b) Judgment, independence and problem solving

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

(c) Level of supervision

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.
(d) Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) completion of a degree without subsequent relevant work experience;
(ii) completion of an advanced diploma qualification and at least one year’s subsequent relevant work experience;
(iii) completion of a diploma qualification and at least two years’ subsequent relevant work experience;
(iv) completion of a Certificate IV and extensive relevant work experience;
(v) completion of a post-trades certificate and extensive (typically more than two years’) relevant experience as a technician; or
(vi) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Curriculum/resources services grade 4

• Providing specialist technical advice, direction and assistance in the Employee’s area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level

• Occupational equivalent: professional assistant

(ii) Preschool/childcare services grade 4

• Responsibility, in consultation with the director or the director’s nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care

• Responsibility for the direction and general supervision of lower level Employees

• Ensuring a safe environment is maintained for children and Employees

• Ensuring that records are maintained accurately for each child in the Employee’s care

• Developing, implementing and evaluating daily care routines

• Ensuring adherence to the policies and procedures

• Liaising with families

• Occupational equivalent: childcare assistant

A.2.6 Level 6

An Employee at this level performs work above and beyond the skills of an Employee at Level 5.
(a) Competency

(i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.

(ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.

(iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.

(iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.

(v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(b) Judgment, independence and problem solving

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

(c) Level of supervision

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general Employees. Supervision is present to review established objectives.

(d) Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) a degree with subsequent relevant experience;

(ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or

(iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Preschool/childcare services grade 5

• Occupational equivalent: operating as the assistant director:
• Responsibility for co-ordinating and directing the activities of Employees, including the Employees engaged in the implementation and evaluation of developmentally appropriate programs

• Contributing, through the director, to the development of the facility or policies and procedures

• Co-ordinating operations, including occupational health and safety, program planning, staff training

• Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues

• Occupational equivalent: operating as the co-ordinator:

• Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising Employees, trainees and students on placement and assisting in administrative functions

A.2.7  Level 7

An Employee at this level performs work above and beyond the skills of an Employee at Level 6.

(a)  Competency

(i) Within constraints set by management, Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An Employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.

(ii) An Employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the Employee may be a recognised authority in a specialised area.

(b)  Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of Employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

(c)  Level of supervision

Broad direction. May manage other Employees including general Employees.

(d)  Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
(i) a degree with at least four years of subsequent relevant experience;
(ii) extensive experience and management expertise in technical or administrative fields; or
(iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Preschool/childcare services grade 6

- Responsibility as a director, being responsible for the overall management and administration of the facility, including:
  - Supervising the implementation of developmentally appropriate programs for children
  - Recruiting staff in accordance with relevant regulations, as directed by the Principal
  - Maintaining day-to-day accounts and handling all administrative matters
  - Ensuring that the facility adheres to all relevant regulations and statutory requirements
  - Ensuring that the facility meets or exceeds quality assurance requirements
  - Liaising with families and outside agencies
  - Formulating and evaluating annual budgets
  - Providing professional leadership and development to Employees
  - Developing and maintaining policies and practices for the facility
  - *Occupational equivalent:* childcare centre director

A.2.8 Level 8

An Employee at this level performs work above and beyond the skills of an Employee at Level 7.

(a) Competency

Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(b) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

(c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.
(d) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;

(ii) extensive experience and management expertise; or

(iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Preschool/childcare services grade 6

- Responsibilities are the same as for a grade 6 classified at Level 7
- This level applies where the number of places in the centre exceeds 60
20 February 2018

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

Dear Deputy President Colman,

AG2017/6474 – Application for approval of the Fintona Girls’ School Agreement 2018-2020 (the Agreement)

Fintona Girls’ School makes the following undertakings:

1. That the ordinary hours of work for a full time School Assistant or Aide will be 38 hours per week.

2. That the pro rata weekly salary for a part time School Assistant or Aide will be calculated using the following formula:

   \[
   \text{Total hours employed per week} \times \text{appropriate full time weekly salary} = 38
   \]

3. That “clause 44.1 – Shiftwork” will not apply.

4. That a casual School Assistant or Aide who is classified at Level 5.1 or above will be paid 1.00% above the applicable rate under the Educational Services (Schools) General Staff Award 2010 or the relevant successor award.

5. That the cross reference for the definition of “school holidays” in clause 42.1.1 which currently reads ‘clause 34.2’ is incorrect and should be replaced with ‘clause 37.1.2’.

Yours sincerely

[Signature]

Rachael Falloon
Principal

Fintona Girls’ School
A CONSISTENTLY HIGH ACHIEVING INDEPENDENT GIRLS’ SCHOOL
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