DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Geelong Grammar School
(AG2015/7678)

GEELONG GRAMMAR SCHOOL (TEACHING STAFF) ENTERPRISE AGREEMENT 2016

Educational services

COMMISSIONER ROE

MELBOURNE, 28 JANUARY 2016

Application for approval of the Geelong Grammar School (Teaching Staff) Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the Geelong Grammar School (Teaching Staff) Enterprise Agreement 2016 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by the Geelong Grammar School. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement was approved on 28 January 2016 and, in accordance with s.54, will operate from 4 February 2016. The nominal expiry date of the Agreement is 16 December 2019.
THE GEELONG GRAMMAR SCHOOL
(TEACHING STAFF)
ENTERPRISE AGREEMENT
2016
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Part 1 Application and Operation

1 Title

This Agreement is to be known as the Geelong Grammar School (Teaching Staff) Enterprise Agreement 2016 (the Agreement) and is a single enterprise agreement made pursuant to s.172(2) of the Fair Work Act 2009 (Cth.) (the Act).

2 Commencement 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 16 December, 2019.

3 Definitions and Interpretation

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<th>Term</th>
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<td>Act</td>
<td>means the Fair Work Act 2009 (Cth) or its successor(s)</td>
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<td>Award</td>
<td>means the Educational Services (Teachers) Award 2010 or its successor(s)</td>
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<td>Early Learning Teacher</td>
<td>means an employee, including an employee employed as a director or coordinator of an Early Learning Centre, who is employed to teach children enrolled in the Early Learning Centre</td>
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<td>Employee</td>
<td>means a person employed as a Teacher (a School Teacher or an Early Learning Teacher) covered by this Agreement</td>
</tr>
<tr>
<td>Employer</td>
<td>means the Geelong Grammar School ABN 92 004 971 500</td>
</tr>
<tr>
<td>Four year trained Teacher</td>
<td>means a teacher:</td>
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<td>- 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</td>
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<tr>
<td></td>
<td>- 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</td>
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<tr>
<td></td>
<td>- 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</td>
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<tr>
<td>FWC</td>
<td>means Fair Work Commission</td>
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<td>Immediate Family</td>
<td>means:</td>
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<td></td>
<td>- spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and</td>
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<tr>
<td>Term</td>
<td>Definition</td>
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<td>LSL Act</td>
<td>means the Long Service Leave Act 1992 (Vic) or its successor(s)</td>
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<td>LWOP</td>
<td>means Leave Without Pay</td>
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<td>NES</td>
<td>means the National Employment Standards as contained in Part 2.2 of the 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 and includes periods designated as school holidays for students. The total number of non-term weeks will not be less than the total number of non-term weeks gazetted for Victorian Government Schools</td>
</tr>
<tr>
<td>Outdoor Education Teacher</td>
<td>means a school Teacher who is engaged to teach outdoor education</td>
</tr>
<tr>
<td>Position of Responsibility</td>
<td>Refers to a leadership position that requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers and for which a responsibility allowance will be paid to a Teacher and/or time release from other duties</td>
</tr>
<tr>
<td>Primary Teacher</td>
<td>means a school Teacher who is engaged to teach primary students between Prep and Year 6 inclusive</td>
</tr>
<tr>
<td>Principal</td>
<td>means Principal of Geelong Grammar School or his or her nominee</td>
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<tr>
<td>Responsibility Allowance</td>
<td>means an additional allowance paid to a Teacher that is tied to a Position of Responsibility</td>
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<td>School</td>
<td>means Geelong Grammar School</td>
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<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 Education and Training Reform Act 2006 (Vic) and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal, Deputy Principal or a Head of Campus, by whatever name called</td>
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<tr>
<td>School year</td>
<td>means the period of 12 months commencing from 1st January until 31st December and includes term weeks and non-term weeks</td>
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<td>Secondary Teacher</td>
<td>means a school Teacher who is engaged to teach secondary students between Year 7 and Year 12 inclusive</td>
</tr>
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<td>Teacher</td>
<td>means a school Teacher and an Early Learning Teacher, unless separately specified</td>
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<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 school calendar of the School</td>
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<tr>
<td>Victorian Institute of Teaching</td>
<td>means the statutory authority for the registration of Teachers established pursuant to the Education and Training Reform Act 2006 (Vic)</td>
</tr>
<tr>
<td>WIRC Act</td>
<td>means the Workplace Injury. Rehabilitation and Compensation Act, 2013 (Vic) or its successor(s).</td>
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</table>
4 Coverage

4.1 This Agreement covers:
   a) the Employer;
   b) School Teachers; and
   c) Early Learning Teachers.

4.2 This Agreement does not cover:
   a) a Principal;
   b) a Vice Principal by whatever name called;
   c) a Head of Campus by whatever name called;
   d) an employee who is covered by the Educational Services (Schools) General Staff Award 2010.

5 Relationship to Award

This Agreement operates to the complete exclusion of any other industrial instrument, including but not limited to the Educational Services (Teachers) Award 2010 (the Award), which would otherwise apply to a Teacher covered by this Agreement and wholly replaces the Geelong Grammar School (Teaching Staff) Enterprise Agreement, 2011.

6 No Extra Claims

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

7 The National Employment Standards

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

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

8 Agreement Flexibility

8.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
   a) the Agreement deals with one or more of the following matters:
      I. arrangements about when work is performed;
      II. face-to-face teaching hours;
      III. co-curricular duties;
      IV. pastoral care duties;
   b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
   c) the arrangement is genuinely agreed to by the Employer and Employee.
8.2 The Employer must ensure that the terms of the individual flexibility arrangement:
   a) are about permitted matters under section 172 of the Fair Work Act 2009; and
   b) are not unlawful terms under section 194 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.

8.3 The Employer must ensure that the individual flexibility arrangement:
   a) is in writing; and
   b) includes the name of the Employer and Employee; and
   c) is signed by the Employer and Employee and if the Employee is under 18 years of
      age, signed by a parent or guardian of the Employee; and
   d) includes details of:
      I. the terms of the Agreement that will be varied by the arrangement; and
      II. how the arrangement will vary the effect of the terms; and
      III. how the Employee will be better off overall in relation to the terms and
           conditions of his or her employment as a result of the arrangement; and
      IV. states the day on which the arrangement commences.

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

8.5 Except as provided for within Clause 8.3(c), the agreement must not require the
approval or consent of a person other than the Employer and the individual Teacher.

8.6 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 anytime.
Part 2 Consultation and Dispute Resolution

9 Consultation

Consultation regarding major workplace change

9.1 This clause applies if the Employer:
   a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its workplace that is likely to have a significant effect on relevant Teachers; or
   b) proposes to introduce a change to the regular roster or ordinary hours of work of relevant Teachers.

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

9.2 For a major change referred to in Clause 9.1(a):
   a) the Employer must notify the relevant Teachers of the decision to introduce the major change.
   b) Clauses 9.3 to 9.9 apply.

9.3 The relevant Teachers may appoint a representative for the purposes of the procedures in this clause. Notice of the appointment must be provided to the Employer in writing.

9.4 If:
   a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation; and
   b) the Teacher or Teachers advise the Employer of the identity of the representative in writing;

the Employer must recognise the representative.

9.5 As soon as practicable after making its decision, the Employer must:
   a) discuss with the relevant Teachers:
      i. the introduction of the change; and
      ii. the effect the change is likely to have on the Teachers; and
      iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Teachers; and
   b) for the purposes of the discussion — provide, in writing, to the relevant Teachers:
      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 Teachers; and
      iii. any other matters likely to affect the Teachers.

9.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.
9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Teachers.

9.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in Clauses 9.1(a), 9.3 and 9.5 are taken not to apply.

9.9 In this clause, a major change is likely to have a significant effect on Teachers if it results in:
   a) the termination of the employment of Teachers; or
   b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of Teachers; 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 Teachers; or
   f) the need to relocate Teachers to another workplace; or
   g) the restructuring of jobs.

Consultation about changes to regular roster or hours of work

9.10 For a change referred to in Clause 9.1(b):
   a) the Employer must notify the relevant Teachers of the proposed change; and
   b) Clauses 9.11 to 9.15 apply.

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

9.12 If:
   a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation, and
   b) the Teacher or Teachers advise the Employer of the identity of the representative,

the Employer must recognise the representative.

9.13 The Employer must:
   a) discuss with the relevant Teachers the introduction of the change; and
   b) for the purposes of the discussion, provide to the relevant Teachers:
      I. information about the proposed change (for example, information about the nature of the change to the Teacher’s regular roster or ordinary hours of work and when that change is proposed to commence); and
      II. information about what the Employer reasonably believes will be the effects of the change on the Teachers; and
      III. information about any other matters that the Employer reasonably believes are likely to affect the Teachers; and
   c) invite the relevant Teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
9.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.

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

9.16 For the purposes of Clauses 9.11 to 9.14, the Employer’s educational timetable in respect of academic classes and student activities, which:
   a) may operate on a term, semester of a School year basis, and
   b) ordinarily changes between one period of operation and the next, and
   c) may change during the period of operation,
   d) is not a regular roster.

9.17 However, where a change to the Employer’s educational timetable directly results in a change:
   a) to the number of ordinary hours of work of an Teacher, or
   b) to the spread of hours over which the Teacher’s ordinary hours are required to be worked, or
   c) to the days over which the Teacher is required to work,

Clauses 9.11 to 9.14 will apply.

10 Dispute Resolution

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

10.2 However, a dispute cannot be referred to FWC if the dispute is in relation to a contravention (or alleged contravention) of subsection 65(5) or 76(4) of the Act.

   Note: Subsections 65(5) and 76(4) of the Act state that an Employer may refuse a request for flexible working arrangements, or an application to extend unpaid parental leave, only on reasonable business grounds.

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

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

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

10.6 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
10.7 FWC may deal with the dispute in two stages:
   a) FWC will first attempt to resolve the dispute using one of more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
   b) if FWC is unable to resolve the dispute at the first stage, FWC may then:
      I. arbitrate the dispute; and
      II. make a determination that is binding on the parties.

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

10.8 In limiting the operation of Clause 10.7, if the dispute is about any matter not relating to the NES, the consent of both parties is a pre-condition for arbitration by FWC.

10.9 While the parties are trying to resolve the dispute using the procedures in this clause:
   a) a Teacher must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
   b) a Teacher must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
      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 Teacher to perform; or
      IV. there are other reasonable grounds for the Teacher to refuse to comply with the direction.

10.10 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.
Part 3 Types of Employment and Termination of Employment

11 Types of Employment

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

11.2 Terms of engagement

11.2.1 On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the teaching level and rate of salary applicable on commencement, the Teacher’s face-to-face teaching load and the campus at which they will be required to teach. Details of their pastoral, co-curricular and related commitments will also be provided for each campus.

11.2.2 In the case of a part-time Teacher, the letter of appointment will include the Teacher’s teaching load expressed as a percentage of a full-time load in the School and that their pastoral, co-curricular and related commitments will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.

11.2.3 Where the Employer engages the Teacher on a fixed-term basis, the letter of appointment will inform the Teacher of the reason the employment is fixed-term, the date of commencement and the period of the employment.

11.3 Full-time employment

11.3.1 The employer may engage Teachers on a full-time basis in accordance with this Clause.

11.3.2 The employer will determine the ordinary full-time face-to-face class room teaching hours per week for the Teacher up to a maximum of 18 hours per week for Teachers at secondary level, 22.5 hours per week for Teachers at primary level and 32 hours per week for Teachers employed to work in an Early Learning Centre.

11.3.3 The employer may require a Teacher to teach extra classes in addition to the ordinary face-to-face teaching hours provided for in Clause 11.3.2 up to a maximum of 10 per term, or as otherwise agreed between the employer and the Teacher.

11.3.4 The employer may require Teachers to participate in all aspects of the school programme as required by the employer, including but not limited to, pastoral care, co-curricular, chapel, assembly and staff meetings.
11.3.5 The employer may agree with a Teacher to vary the face-to-face teaching hours provided for in Clause 11.3.2 or aspects of the school programme provided for in Clause 11.3.4, the Teacher would be eligible for the payment of a Responsibility Allowance as provided for in Clauses 16.1.1 to 16.1.5 or an additional salary proportionate to the additional hours if the variation exceeded the overall combined ordinary expectations of a Teacher.

11.3.6 A full-time Teacher is engaged to work an average of 38 ordinary hours per week averaged out over a calendar year.

11.4 Part-time employment

11.4.1 A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the School.

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

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

11.4.4 If a part-time Teacher's hours are reduced, without their consent, by more than 25%, they will be entitled to the provisions of Clause 13 Redundancy.

11.5 Casual employment

11.5.1 Casual employment means employment on a day-to-day basis for a period of not more than four consecutive term weeks.

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

11.5.3 The rates of pay for a Casual Teacher are contained in Clause 15.4.1.
11.5.4 A Casual Teacher is not entitled to any of the following benefits under this Agreement:
   a) notice of termination of employment;
   b) redundancy;
   c) remuneration packaging;
   d) annual leave;
   e) leave loading;
   f) paid personal/carer's leave;
   g) paid compassionate leave;
   h) paid parental leave;
   i) pro rata payment of salary inclusive of annual leave; and
   j) tuition fee discount.

11.6 Fixed-term employment

11.6.1 A Teacher may be employed for a fixed period of time up to 24 months to:
   a) undertake a specified project for which funding has been made available;
   b) undertake a specified task which has a limited period of operation; or
   c) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year. Provided that where the replacement arrangement extends beyond 24 months, the fixed-term employment may be extended by a further period of 12 months to cover the absence.

11.6.2 A fixed-term Teacher engaged for a total period of equal to or less than 24 consecutive months is not entitled to any of the following benefits under this Agreement:
   a) paid parental leave;
   b) examination leave;
   c) qualification conferral leave; and
   d) tuition fee discount.

11.6.3 A fixed-term Teacher will be provided with 15 days of personal/carer's upon commencement and therefore Clause 25.3 does not apply.

11.7 Minimum employment period

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

11.7.2 If the Employer is to terminate the employment of a Teacher during the first six months of the Teacher's employment, the Employer does not need to comply with any due process, performance or discipline and misconduct management policies or procedures in place from time to time.

12 Notice of Termination

12.1 Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES.
12.2 Notice of termination by the Employer

12.2.1 Where a Teacher has had five (5) or more years' continuous service the Employer may terminate the Teacher's employment by giving a full terms' notice in writing or payment in lieu of all or part of the notice period.

12.2.2 Where a Teacher has had less than five (5) years' continuous service the Employer may terminate the Teacher's employment by giving seven weeks' notice in writing, wholly within the one school term or full payment in lieu of all or part of the notice period.

12.3 Notice of termination by a Teacher

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

12.3.2 If a Teacher fails to give the notice specified in Clause 12.3.1 the Employer may withhold any monies due to the Teacher on termination under this Agreement or the NES, an amount not exceeding the amount the Teacher would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Teacher.

12.4 Job search entitlement

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

12.5 Statement of service

12.5.1 Upon the termination of employment of a Teacher the Employer will provide upon the request of the Teacher, a statement of service setting out:
   a) the commencement and cessation dates of employment;
   b) for a casual Teacher, the number of days of duty worked by the Teacher during the period of the engagement.

13 Redundancy

13.1 Definition

13.1.1 Redundancy occurs when the employer decides that it no longer wishes the job the Teacher has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
13.2 Transfer to lower paid duties

13.2.1 The employer may transfer a Teacher whose position is redundant to lower paid duties provided the Teacher is given the same period of notice of the transfer as the Teacher would have been entitled to under Clauses 12.2.1 and 12.2.2 if the employment had been terminated.

13.2.2 The employer may make payment in lieu of such notice of an amount equal to the difference between the former ordinary rate of pay and the new ordinary rate of pay for the number of weeks of notice.

13.3 Severance pay

13.3.1 In addition to the period of notice prescribed for ordinary termination in Clauses 12.2.1 and 12.2.2, a Teacher whose employment is terminated by reason of redundancy must be paid the following amount of severance pay in respect of a period of continuous service:

a) For Teachers employed prior to 1 January 2006, 2 weeks pay per year of continuous service.

b) For Teachers employed after 1 January 2006:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year but less than 2 years</td>
<td>4 weeks pay</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>6 weeks pay</td>
</tr>
<tr>
<td>3 years but less than 4 years</td>
<td>8 weeks pay</td>
</tr>
<tr>
<td>4 years but less than 5 years</td>
<td>10 weeks pay</td>
</tr>
<tr>
<td>5 years but less than 6 years</td>
<td>12 weeks pay</td>
</tr>
<tr>
<td>6 years but less than 7 years</td>
<td>14 weeks pay</td>
</tr>
<tr>
<td>7 years but less than 8 years</td>
<td>16 weeks pay</td>
</tr>
<tr>
<td>8 years but less than 9 years</td>
<td>18 weeks pay</td>
</tr>
<tr>
<td>9 years but less than 10 years</td>
<td>20 weeks pay</td>
</tr>
<tr>
<td>10 years but less than 11 years</td>
<td>22 weeks pay</td>
</tr>
<tr>
<td>11 years but less than 12 years</td>
<td>24 weeks pay</td>
</tr>
<tr>
<td>12 years and over</td>
<td>26 weeks pay</td>
</tr>
</tbody>
</table>

13.4 Alternative employment

13.4.1 The general severance pay prescription provided for in this Clause shall not apply to a Teacher in circumstances where the employer obtains acceptable alternative employment for the Teacher.

13.5 Time off during notice period
13.5.1 During the period of notice of termination a Teacher will be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.

13.5.2 If the Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher will, at the request of the employer, be required to produce proof of attendance at an interview.

13.5.3 A Teacher will not receive payment for the time absent where the Teacher does not produce proof of attendance at an interview in accordance with the employer’s request. For this purpose, a statutory declaration will be sufficient.

13.6 Teacher leaving during notice period

13.6.1 A Teacher whose employment is terminated by reason of redundancy may terminate the contract of employment during the period of notice and remain entitled to the severance pay provided for in Clause 13, but not payment in lieu of notice for the period of notice not served.

13.7 Teachers excluded

13.7.1 This Clause does not apply:
   a) to casual Teachers; or
   b) to fixed-term Teachers.

13.7.2 For the purpose of this Clause:
   a) a week’s pay means the ordinary rate of pay for the Teacher concerned,
   b) continuity of service includes all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, carer’s leave and compassionate leave), non term weeks, long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the Teacher. Periods of unpaid leave are not included, except at the discretion of the employer.
Part 4 Classifications, Salaries and Related Matters

14 Evidence of Qualifications

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

14.2 Where a Teacher 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 Teacher provided satisfactory evidence to the Employer within three months of completion. In all other cases the Teacher will be classified and paid from the date satisfactory evidence is provided.

14.3 If an Outdoor Education Instructor, who is a current employee of the School, obtains the appropriate teaching qualifications and is offered a teaching role at the School, then he/she will be classified at a teaching level with a salary of not less than their current salary.

14.4 An Outdoor Education Teacher will be classified at a teaching level that is not less than the salary that he/she would be offered in accordance with the School's Outdoor Education Instructor Salary Scale or the teaching level that he/she would be entitled in Clauses 15.1 to 15.3, whichever is the greater.

14.5 For the avoidance of doubt, Clause 14.3 does not guarantee that an Outdoor Education Instructor with the appropriate qualifications will be offered a teaching role
# 15 Salaries

15.1 Full-time Teachers

15.1.1 Subject to Clauses 15.2.1 to 15.2.4, a full-time Teacher will be paid not less than the following annual rate of pay:

<table>
<thead>
<tr>
<th>Teaching level</th>
<th>Salary at 1 Jan 2016</th>
<th>Salary at 1 Jan 2017</th>
<th>Salary at 1 Jan 2018</th>
<th>Salary at 1 Jan 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>75,804</td>
<td>78,192</td>
<td>80,694</td>
<td>83,519</td>
</tr>
<tr>
<td>Level 2</td>
<td>79,569</td>
<td>82,075</td>
<td>84,702</td>
<td>87,666</td>
</tr>
<tr>
<td>Level 3</td>
<td>83,363</td>
<td>85,989</td>
<td>88,741</td>
<td>91,847</td>
</tr>
<tr>
<td>Level 4</td>
<td>87,155</td>
<td>89,901</td>
<td>92,777</td>
<td>96,025</td>
</tr>
<tr>
<td>Level 5</td>
<td>90,928</td>
<td>93,792</td>
<td>96,793</td>
<td>100,181</td>
</tr>
<tr>
<td>Level 6</td>
<td>94,725</td>
<td>97,709</td>
<td>100,836</td>
<td>104,365</td>
</tr>
<tr>
<td>Level 7</td>
<td>98,537</td>
<td>101,641</td>
<td>104,894</td>
<td>108,565</td>
</tr>
<tr>
<td>Level 8</td>
<td>102,477</td>
<td>105,705</td>
<td>109,088</td>
<td>112,906</td>
</tr>
<tr>
<td>Level 9</td>
<td>104,630</td>
<td>107,926</td>
<td>111,380</td>
<td>115,278</td>
</tr>
<tr>
<td>Senior Teacher</td>
<td>108,951</td>
<td>112,383</td>
<td>115,980</td>
<td>120,039</td>
</tr>
</tbody>
</table>

Note: salaries are inclusive of leave loading of 17.5%

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

15.2 Four year trained Teachers

15.2.1 A Teacher with a 4-year approved training course beyond secondary school and including teacher training will commence at Level 1 and subject to Clause 15.2.4, progress to Level 9 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.

15.2.2 Increments occur on 1 January each year.

15.2.3 A Teacher may only progress from Level 9 to the Senior Teacher level upon meeting the performance standards and expectations as defined by the School.

15.2.4 A Teacher employed for 40% or less of a full teaching load, within any one school year, will be required to complete 24 months service before progressing to the next level.
15.3 Part-time Teachers

15.3.1 A part-time Teacher is entitled to be paid pro-rata the ordinary rate of pay of a full-time Teacher calculated using the following formula:

\[
\text{hours of face-to-face teaching} \times \text{annual ordinary rate of pay}
\]

Hours of full-time Teacher’s face-to-face teaching

15.4 Casual Teachers

15.4.1 The employer must pay a casual Teacher not less than:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount a casual Teacher is paid per half day</th>
<th>Amount a casual Teacher is paid per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>As at 1 January 2016</td>
<td>$173.99</td>
<td>$347.99</td>
</tr>
<tr>
<td>As at 1 January 2017</td>
<td>$179.47</td>
<td>$358.95</td>
</tr>
<tr>
<td>As at 1 January 2018</td>
<td>$185.22</td>
<td>$370.44</td>
</tr>
<tr>
<td>As at 1 January 2019</td>
<td>$191.70</td>
<td>$383.40</td>
</tr>
</tbody>
</table>

16 Allowances

16.1 Responsibility allowances

16.1.1 A responsibility allowance will be paid to a Teacher where the employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the employer.

16.1.2 A responsibility allowance is linked to a position of responsibility rather than tied to an individual Teacher and is only payable for the period that the Teacher holds the position of responsibility.

16.1.3 The employer shall, at its discretion, determine who is eligible for a responsibility allowance and the amount of the responsibility allowance.

16.1.4 The employer will provide written advice to a Teacher who is to receive a responsibility allowance of the position, its tenure, the duties required and the allowance to be paid.

16.1.5 Where a position of responsibility is shared, then payments will be shared on a corresponding pro rata basis.
16.2 Overnight pastoral care allowance

16.2.1 The School will provide an overnight pastoral care allowance of $75.00 gross per night to a Teacher who is required to stay overnight and supervise students. The allowance is payable:
   a) for activities which the School determines as being part of the educational programme of the campus;
   b) to a Teacher employed at Bostock, Corio and Toorak only and is not payable to a Teacher employed at Timbertop.

16.3 Corio co-curricular allowance

16.3.1 A co-curricular allowance of $1160.00 gross per annum will be paid to a Teacher employed at Corio who completes the full co-curricular programme of the campus.

16.3.2 A pro rata payment of the co-curricular allowance in Clause 16.3.1 will be provided to a Teacher who:
   a) is part-time; and/or
   b) does not complete all aspects of the co-curricular programme referred to in Clause 16.3.1.

16.4 Timbertop co-curricular and outdoor education allowance

16.4.1 A co-curricular and outdoor education allowance of $3,480.00 gross per annum will be paid to a Teacher employed at the Timbertop campus who participates in all aspects of the co-curricular and outdoor education programme as defined by the campus.

16.4.2 A pro rata payment of the co-curricular and outdoor education allowance in Clause 16.4.1 will be provided to a Teacher who does not complete all aspects of the co-curricular and outdoor education programme referred to in Clause 16.4.1.

16.5 Vehicle allowance

16.5.1 A Teacher required by the Employer to use the Teacher's motor vehicle in the performance of duties must be paid the allowances as provided in the Award.

16.5.2 The Employer must pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle which is used by a Teacher in the performance of the Teacher's duties.

17 Payment of Monies

17.1 All monies payable will be paid by electronic funds transfer to a financial account nominated by the Teacher once every month with payment being made as nearly as possible on the middle of each month, one half month in arrears and one half month in advance.
17.2 Payment of allowances provided for in Clauses 16.2.1 to 16.4.2 will be included in the monthly payment of salaries provided in December of each year.

18 Remuneration Packaging

18.1 By agreement in writing a Teacher and the employer may agree to enter into a salary packaging arrangement on the following terms:
   a) a non-cash benefit may be provided to the Teacher in lieu of part of the salary payable to the Teacher under this Agreement;
   b) the amount of salary foregone shall be equal to the total cost to the employer of providing the non-cash benefit and shall be inclusive of all taxes, charges, levies and costs;
   c) the provision of the benefit in accordance with the written agreement will satisfy the obligations of the employer to pay the amount of salary foregone which would otherwise be payable under Clause 12 of this Agreement.

18.2 In the event that circumstances change so that the cost of providing the non-cash benefit increases or decreases, the parties may vary their written agreement by instrument in writing to adjust the amount of the salary foregone. If agreement cannot be reached on a variation of the written agreement, either the employer or the Teacher may, by providing two weeks written notice to the other, terminate the salary packaging arrangement and revert to the payment of the salary provided in Clause 12 in full. Any cost incurred in ceasing the provision of a non-cash benefit shall be borne by the party giving notice of termination of the salary packaging arrangement.

19 Accident Pay

19.1 Where a Teacher is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Workplace Injury Rehabilitation and Compensation Act, 2013 (WIRC Act), the Employer must pay to the Teacher the difference between such weekly payments and the normal remuneration of the Teacher for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Teacher remains employed by the Employer.

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

19.3 In the event that a Teacher, who is in receipt of weekly compensation payments pursuant to the WIRC Act, has an entitlement to annual leave during non-term weeks, the workers’ compensation payments will cease and the Teacher will take the accrued annual leave entitlement.
19.4 For the purposes of Clause 19.3, the period of annual leave will not reduce the Teacher’s entitlement to such compensation payments or to accident make-up pay, if applicable.

19.5 Where a Teacher returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the WIRC Act and where the Teacher is entitled to annual leave at the part-time rate of pay, the Teacher will remain entitled to be paid the weekly compensation payments in accordance with the WIRC Act.

20 Superannuation

20.1 Superannuation legislation

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

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

20.2 Employer contributions

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

20.2.2 The Employer’s superannuation contribution will not be less than is required by the Superannuation Guarantee legislation.
20.3 Voluntary employee contributions

20.3.1 Subject to the governing rules of the relevant superannuation fund, a Teacher may, in writing, authorise the Employer to pay on behalf of the Teacher a specified amount from the post-taxation wages of the Teacher into the same superannuation fund as the Employer makes the superannuation contributions provided for in Clause 20.2.1.

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

20.3.3 The Employer must pay the amount authorised under Clauses 0 and 20.3.2 no later than 28 days after the end of the month in which the deduction authorised under Clauses 0 and 20.3.2 was made.

20.4 Superannuation fund

20.4.1 Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in Clause 20.1.1 to another superannuation fund that is chosen by the Teacher, the Employer must make the superannuation contributions provided for in Clause 20.1.1 and pay the amount authorised under Clause 0 and 20.3.2 to Combined Fund or its successor, provided that the Employer is not required to become a participating Employer.
Part 5 Hours of Work and Related Matters

21 Ordinary Hours of Work

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

21.2 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.

21.3 The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend during periods 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. There will be a minimum of 33 days during which Teachers will generally not be required to attend during non-term weeks. This period is separate to the period of annual leave provided for in Clause 23 of this agreement.

21.4 The following circumstances are not included in the ordinary hours of work for a Teacher:

   I. co-curricular activities that are conducted on a weekend;
   II. school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
   III. when the Teacher appointed to a Position of Responsibility is performing duties in Non-term weeks that are directly associated with the leadership position;
   IV. when the Teacher has boarding house responsibilities and the Teacher is performing those duties during term weeks and Non-term weeks; and
   V. exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which a Teacher may be recalled to perform duties relating to their position.

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

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

22 Breaks

22.1 Where practical, the Employer will provide an unpaid meal break of not less than 30 consecutive minutes to a Teacher who is engaged or rostered to work for more than five hours on a day. The meal break will start no later than five hours after the employee commenced work on that day.
Part 6 Leave and Public Holidays

23 Annual Leave

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

23.2 Timing of annual leave

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

23.3 Crediting of annual leave

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

24 Pro Rata Payment of Salary Inclusive of Annual Leave

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

24.2 The provisions of this clause will apply:
   a) in the calculation of payment in regard to pro rata salary where a Teacher’s employment ceases; or
   b) in the calculation of payment in regard to pro rata salary if:
      I. a Teacher commenced employment after the school service date;
      II. a Teacher has taken leave without pay of more than two term weeks since the school service date; or
      III. the hours which a Teacher has worked at the School have varied since the school service date.

24.3 Termination of employment

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

24.4 Teachers who commence employment after the commencement of the school year

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

24.5.1 Where a Teacher takes approved leave without pay for a period which (in total) exceeds more than two term weeks in any year, the Teacher will be paid an amount calculated in accordance with this clause as follows:
  a) if the leave without pay commences and concludes in the same school year, the payment will be calculated and made at the conclusion of the last school term or final semester in that year; and
  b) if the leave without pay is to conclude in a school year following the school year in which the leave commenced:
     I. at the commencement of the leave, a payment will be calculated and made in respect of the school year in which the leave commences; or
     II. at the end of the last school term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that school year.

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

24.7 Calculation of payments

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

- \( P \) is the payment due
- \( s \) is the total salary paid in respect of Term weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date
- \( b \) is the number of Term weeks, or part thereof in the school year
- \( c \) is the number of non-term weeks, or part thereof, in the school year
- \( d \) is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school service date or date of employment in circumstances where the Teacher has been employed by the Employer since the school service date

24.8 For the purpose of this clause:
  a) school service date means the date from which Teachers are paid at the commencement of the school year in their first year of service with the Employer;
  b) Teacher means a Teacher other than a casual Teacher; and
  c) any period of paid birth related or adoption related leave is not included in the calculation of ‘s’ or ‘d’ in this formula.
24.9 The formula in Clause 24.7 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the School year in which the formula is applied.

25 Personal/Carer’s Leave

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

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

25.3 Except for a fixed-term Teacher upon commencement of employment a full-time Teacher shall be credited with an accrued entitlement to 60 days personal/carers leave.

25.4 A full-time Teacher employed between 1 January, 1996 and 31 December, 2004 accrued an additional 5 days of personal/carers leave for every year of completed service (or pro rata for partially completed year of service) during that period.

25.5 A full-time Teacher employed between 1 January, 2005 and 31 December, 2005 accrued an additional 12 days of personal/carers leave for a year of completed service (or pro rata for a partially completed year of service) during that period.

25.6 A full-time Teacher employed after 1 January 2006 will accrue personal/carers leave entitlements at the rate of 15 days per calendar year with part-time Teachers accruing personal/carers leave on a pro rata basis.

25.7 A part-time Teacher shall be credited with a pro rata equivalent entitlement of personal/carers leave assessed on the basis of the Teacher’s part-time hours.

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

25.9 Paid carers leave is taken to provide care or support to a member of the Teacher’s immediate family or a member of the Teacher’s household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

25.10 Notice and evidentiary requirements

25.10.1 A Teacher must notify the Employer of the Teacher’s absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of a personal illness or injury or to provide care or support to a member of the Teacher’s immediate family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
25.10.2 A Teacher is entitled to personal/carer's leave provided that:
   I. the Teacher produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence of more than two consecutive days;
   II. the Teacher provides a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence continuous with a public holiday to which the Teacher is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;
   III. the Teacher produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one school year.

25.11 The Teacher must, where practicable, give the employer notice prior to the absence of the intention to take carer's leave. The notice must include:
   a) the name of the person requiring care and support and the person's relationship to the Teacher;
   b) the reasons for taking such leave; and
   c) the estimated length of absence.

25.12 If it is not practicable for the Teacher to give prior notice of absence, the Teacher must notify the employer by telephone or email of such absence at the first opportunity on the day of absence.

25.13 Unpaid leave entitlement

   25.13.1 Where a Teacher has exhausted all personal leave entitlements, the Teacher is entitled to take up to three days unpaid personal/carer's leave or such further period as may be agreed with the employer.

26 Compassionate Leave

   26.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
26.2 A Teacher may take:
   I. up to 5 days paid leave per occasion when a member of the Teacher's immediate family or household dies; or
   II. up to 2 days paid leave per occasion when a member of the Teacher's immediate family or household contracts or develops a personal injury or illness that poses a serious threat to life.

26.3 A Teacher may use up to 15 days accrued personal leave as provided for in Clause 25 on full pay per year as additional compassionate leave on the death of a member of the Teacher's immediate family or household.

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

26.5 The Teacher is entitled to compassionate leave only if the Teacher gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

26.6 Unpaid leave entitlement

   26.6.1 Where a Teacher has exhausted all compassionate leave entitlements, the Teacher is entitled to take up to three days' unpaid compassionate leave or such further period as may be agreed with the employer.

27 Public Holidays

27.1 Public holidays are provided for in the NES.

27.2 Substitution of public holidays
   a) By agreement between the Employer and:
      I. the majority of Teachers; or
      II. an individual Teacher

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

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

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

28 Long Service Leave

28.1 Long service leave is provided for in the NES. This clause supplements the NES provisions.
28.2 Entitlement

28.2.1 A Teacher is entitled to long service leave on ordinary pay in respect of continuous employment with the employer as follows:

a) Teachers employed on or after 1 July 2002
   i. Long service leave accrues at the rate of 1.3 weeks per year of completed continuous service with the employer.
   ii. Accrued long service leave may be taken after eight years continuous service with the employer, or in special circumstances and with the approval of the employer, after seven years continuous service.
   iii. Long service leave must be taken no later than two years after the date upon which an entitlement to take the leave arises.

b) Staff employed before 1 July 2002
   i. After eight years' continuous service with the employer from the commencement of employment or from the date upon which an earlier period of long service leave was taken a Teacher is entitled to 10.4 weeks long service leave.
   ii. After 15 years' continuous service with the employer and where no long service leave has been taken, a Teacher is entitled to 20.8 weeks long service leave.
   iii. Upon completing 20 years of continuous service with the employer, and where no long service leave has been taken, a Teacher is entitled to 41.6 weeks long service leave.
   iv. If, after 20 years continuous service with the employer a Teacher has not taken long service leave, long service leave accrues in respect of all subsequent service at the rate of 1.3 weeks per completed year of continuous service.

28.3 Conditions

28.3.1 Whenever long service leave is taken, accrual for subsequent periods of leave will begin on the date upon which the Teacher commenced the earlier period of leave and will accrue at 1.3 weeks for each year of continuous service.

28.3.2 Long service leave is exclusive of non term weeks and public holidays.

28.3.3 Subject to Clause 28.3.7, long service leave may be taken at times agreed between the Teacher and the employer so as to minimise disruption to the teaching programme of the School. The Teacher and the employer must act reasonably in relation to requests for the taking of long service leave with any disputes being dealt with in accordance with Clause 10.

28.3.4 In consultation about the timing of such leave, the Employer agrees to take into account the individual Teacher's needs, in so far as they are compatible with the Employer's operational needs.
28.3.5 The period of long service leave will usually not be for less than a full term. In special circumstances, an application for a shorter period of long service leave will be considered by the Employer.

28.3.6 Where a Teacher has not accrued sufficient leave to cover a full term the Employer may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Employer.

28.3.7 A Teacher must make a written request to take long service leave at least two clear terms beforehand, except where the Teacher is teaching Year 12 in which case the request must be made no later than the last day of the penultimate term of the year prior to the year in which it is proposed that the leave be taken.

28.4 Half pay option

28.4.1 Subject to Clauses 28.3.2 and 28.3.3, at the request of a Teacher, the employer may grant a period of long service leave of twice the Teacher's entitlement on the basis that the Teacher is paid at half the rate of pay otherwise applicable to the taking of long service leave at the relevant time for the duration of such leave.

28.5 Termination of employment

28.5.1 A Teacher who has completed more than 7 years' continuous employment with the employer and whose employment is terminated otherwise than by death is entitled to payment in lieu of long service leave upon termination of an amount equal to one-fortieth (1/40th) of the period of the Teacher's continuous employment with the employer since the date upon which the last period of long service leave was taken in accordance with this Clause, or if no long service leave has been taken, the date of commencement of the period of continuous employment.

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

28.6 Illness on long service leave

28.6.1 A Teacher who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the Teacher is entitled to sick leave.

28.6.2 The Teacher’s long service leave will be extended by the period of illness or, with the Teacher's agreement, the Teacher may return from long service leave as planned with the period of illness increasing the Teacher's accrued long service leave entitlement.
28.6.3 The employer may require a Teacher who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the employer's choice, provided the practitioner is reasonably accessible to the Teacher.

28.7 Mode of employment and payment

28.7.1 A Teacher whose service has been:
   a) all full-time or
   b) all at the same part-time fraction
   is paid during long service leave at the Teacher's ordinary rate of pay.

28.7.2 Where a Teacher's time fraction has varied during the period of employment in respect of which the long service leave has accrued, the basis of payment will be calculated on either the average time fraction during the period of employment or the formula provided for within the LSL Act, 1992 in respect of which the long service leave has accrued, whichever is the greater.

28.8 Exceptions

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

29 Leave Without Pay

29.1 A Teacher may be granted leave without pay by the employer with the Teacher's agreement.

29.2 While a Teacher has the right to apply for leave without pay, the granting of such leave is at the discretion of the employer.

29.3 A Teacher must be continuously employed by the Employer for a period of 4 consecutive years before being eligible to apply for leave without pay. In special circumstances, an application for leave without pay from Teachers with less than 4 years of continuous employment will be considered by the Employer.

29.4 During any period of leave without pay the Teacher agrees that his or her entitlements under this Agreement are suspended. Leave without pay does not break continuity of employment but any period of leave without pay in excess of two term weeks in any school year is not taken into account in calculating the period of service or employment of the Teacher for any purpose of this Agreement. This includes but is not limited to entitlements such as;

29.4.1 Long Service Leave provided in Clauses 28.1 to 28.8 inclusive
29.4.2 Paid parental leave in Clauses 33.1 to 33.5 inclusive

29.5 The period of leave without pay will usually not be for less than a full term and not exceed 12 months. In special circumstances, an application for a shorter period of leave without pay will be considered by the Employer.

30 Jury Service Leave

30.1 Entitlement

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

30.2 Conditions

30.2.1 A Teacher must:
   a) notify the employer as soon as possible of the date upon which the Teacher is required to attend for jury service;
   b) provide the employer with:
      I. written proof of the requirement to attend for jury service;
      II. an estimate of the duration of the absence from duty and inform the employer immediately of any change to the known period of absence; and
      III. written proof of the payments made by the Court Authorities with respect to jury service.

30.3 Reimbursement

30.3.1 Subject to Clause 30.2.1, the employer must reimburse a Teacher granted leave pursuant to Clause 30.1.1 an amount equal to the difference between the amount paid in respect of the teacher's attendance for such jury service by the Court Authority and the amount of salary the Teacher would have received had the Teacher not been on jury service.

31 Community Service Leave

31.1 Entitlement

31.2 Unpaid community service leave

31.2.1 Community service leave is accordance with Part 2—2 Div 8 of the FW Act. This clause supplements NES.

31.3 Paid community service leave
31.3.1 A Teacher (other than a fixed-term Teacher or a casual Teacher) who is required to provide a recognised voluntary community service will be granted up to five days paid leave for the period during which that service is required. The community service must be a voluntary service that is recognised by the School.

31.3.2 In special circumstances, an application for additional paid community service leave will be considered by the Employer.

31.4 Conditions

31.4.1 A Teacher must:
   a) notify the employer as soon as possible of the date upon which the Teacher is required to attend for community service;
   b) provide the employer with:
      I. written proof of the requirement to provide a voluntary community service;
      II. an estimate of the duration of the absence from duty and inform the employer immediately of any change to the known period of absence; and
      III. written proof of any payments made by the relevant community service organisation for which community service leave has been granted.

32 Parental Leave

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

32.1 Definition

32.1.1 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 Teacher, continuous service means a period during which the Teacher 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 placement of the child, and the Teacher would have had a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

32.2 Entitlement

32.2.1 A Teacher is entitled to up to 24 months unpaid parental leave, where the Teacher has or will have responsibility for the care of a child. The 24 month period of leave is an automatic entitlement and to avoid any doubt, 24 months is the total amount of unpaid parental leave which can be taken.

32.3 Concurrent leave

32.3.1 Concurrent parental leave is provided for in the NES.
32.4 Variation of period of parental leave

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

32.4.2 Subject to the relevant provisions of the NES, where a Teacher has commenced a period of parental leave of up to 52 weeks, the Teacher:
   a) may extend the period of parental leave once by giving the Employer four weeks written notice before the end of the period stating the period by which the leave is extended; and
   b) may further extend the period of parental leave by agreement with the Employer.

32.4.3 Where a Teacher elects to take a period of parental leave greater than 52 weeks but less than 104 weeks and wishes to extend this period up to a maximum of 104 weeks the Employer requires the Teacher to notify of his/her intention to extend the period of parental leave at least 10 weeks prior to the expiration of the initial period leave.

32.4.4 A Teacher may in conjunction with parental leave pursuant to this clause access any annual leave or long service leave entitlements which the Teacher has accrued subject to the total amount not exceeding 24 months. Such paid leave cannot be taken concurrently with leave pursuant to Clause 33 Paid Parental Leave.

32.4.5 Upon returning to work after a period of parental leave a Teacher shall be entitled to the position which he/she held immediately before commencing such leave from no later than the beginning of the next succeeding term. If that position no longer exists, but there are other positions available, the School must make available a position as nearly as possible comparable in status and ordinary rate of pay to that of his/her former position.

32.4.6 A part-time teacher will be entitled to return to work after a period of parental leave to a teaching position which includes the same number of hours per week but not necessarily the same times or class levels.

32.5 Continuity of service

32.5.1 Unpaid parental leave of any kind does not break the continuity of service of the Teacher, but it is not taken into account in calculating length of service or employment for the accrual of long service leave, annual leave, and personal leave.
33 Paid Parental Leave

33.1 Application

33.1.1 This clause does not apply to;
I. a casual Teacher, or
II. a fixed-term Teacher employed for less than 24 consecutive months.

33.1.2 This clause applies to a full-time or part-time Teacher who is entitled to
unpaid parental leave in accordance with the NES and Clause 32 Parental
Leave.

33.1.3 The payments in Clauses 33.2.1 and 33.3.1
I. are not payable during a period of paid leave;
II. are payable from the commencement date of the period of parental leave
upon the birth or adoption of a child;
III. are paid at the Teacher’s ordinary rate of pay; and
IV. are payable to one Teacher only, where the Employer employs both
parents of the child.

33.2 Birth-related leave

33.2.1 A Teacher will be entitled to 14 weeks of leave with pay to be responsible for
the care of the child.

33.2.2 If the Teacher takes less than 14 weeks of leave with pay, the Teacher will be
paid for the period of leave taken.

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

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

33.2.5 Payment of parental leave as provided in Clause 33.2.4 will be based on the
average “face to face” time fraction of the Teacher in the preceding 12
months, as defined in Clauses 11.3 and 11.4.
33.3 Adoption-related leave

33.3.1 A Teacher will be entitled to 14 weeks of leave with pay to be responsible for the care of the child.

33.3.2 If the Teacher takes less than 14 weeks of leave with pay, the Teacher will be paid for the period of leave taken.

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

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

33.4 Partner leave

33.4.1 A Teacher, who has completed at least 12 months’ continuous service with the Employer as at the date of the birth or placement of the child and takes concurrent leave of at least 10 working days, will be paid for such period.

33.4.2 Partner leave may be taken by a Teacher at a time elected by the Teacher’s but in consultation with the Employer.

33.5 Continuity of service

33.5.1 Paid parental leave does not break the continuity of service of the Teacher, and it is taken into account in calculating length of service for long service leave accrual. During paid parental leave, death and disability cover is maintained, as are the Employer’s superannuation contributions. A Teacher may elect to maintain his/her own superannuation contributions during the period of paid parental leave.
PART 7 Other Employment Matters

34 Accommodation

34.1 The employer may require as a condition of employment that any Teacher reside in accommodation provided by the employer on campus on a permanent or temporary basis where the employer determines that residing in such accommodation is reasonably necessary for the proper performance of the Teacher’s duties.

34.2 Arrangements for the payment of rent, the cost of utilities/services and other terms and conditions of such accommodation shall be a matter of agreement between the employer and the Teacher.

34.3 Accommodation at the Corio campus

34.3.1 Teachers employed at the Corio campus who are on parental leave (paid or unpaid) or leave without pay in excess of 12 months will only be provided with accommodation on campus where such accommodation is not required by the School to provide accommodation for other Teachers, including replacement Teachers.

34.3.2 A minimum period of four weeks’ notice will be provided to the Teacher where the accommodation is required by the School.

34.4 Accommodation at the Timbertop campus

34.4.1 Teachers employed at the Timbertop campus on parental leave (paid or unpaid) or leave without pay, ordinarily, will not be provided with accommodation on campus for the duration of their leave where such accommodation is required by the School to provide accommodation for other Teachers.

34.4.2 A minimum period of four weeks’ notice will be provided to the Teacher where the accommodation is required by the School.

35 Examination Leave

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

36 Qualification Conferral Leave

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

Signed: [signature]
Date: 14th December, 2015
Name in full (printed): Malcolm Leigh-Smith
Position title: Human Resources Manager
Authority to sign explained: The position is the nominated bargaining representative for the Employer.
Witnessed by: [signature]
Witness name in full: [signature]
Witness address: c/- 50 Biddlecombe Avenue
Corio, Victoria, 3214

EMPLOYEE REPRESENTATIVE

Signed: [signature]
Date: 14th December, 2015
Name in full (printed): Joanne Elizabeth Kearney
Address: c/- 50 Biddlecombe Avenue
Corio, Victoria, 3214
Witnessed by: [signature]
Witness name in full: [signature]
Witness address: c/- 50 Biddlecombe Avenue
Corio, Victoria, 3214