



DECISION

Fair Work Act 2009

s.185—Application for approval of a single-enterprise agreement

St Catherine's School

(AG2014/10364)

ST CATHERINE'S SCHOOL—GENERAL STAFF AGREEMENT 2014

Educational services

DEPUTY PRESIDENT SMITH

MELBOURNE, 14 JANUARY 2015

Application for approval of the St Catherine's School—General Staff Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the *St Catherine's School—General Staff Agreement 2014 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by St Catherine's School. The Agreement is a single-enterprise agreement.

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

[3] The Independent Education Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers this organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 January 2015. The nominal expiry date of the Agreement is 20 January 2019.



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St Catherine's School – General Staff Agreement 2014

PART 1 - APPLICATION AND OPERATION

1. TITLE

This Agreement is to be known as the St Catherine's School – General Staff Agreement 2014 (the 'Agreement') and is a single enterprise agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth.) (the Act).

2. COMMENCEMENT AND PERIOD OF OPERATION

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

2.2 The nominal expiry date of the Agreement is four years from the operative date.

3. DEFINITION AND INTERPRETATION

Act	means the <i>Fair Work Act 2009</i> (Cth.) or its successor(s)
Administration services	means an employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources and information management
Award	means the <i>Educational Services (Schools) General Staff Award 2010</i> or its successor(s)
Boarding Services	means an employee whose principal duties are to support the operation of a School's Boarding House in relation to the supervision of students
Classroom Support Services	means an employee whose primary duties are to provide support to Teachers and students in an early learning, primary or secondary classroom or to individual students or groups of students.
Curriculum/Resources Services	means an 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
Early Learning Services	means an employee whose principal duties are to work with children in an early learning centre operated by the School for pre-primary aged children
Employer	means St Catherine's School
Employee	means an employee employed by the School and covered by this Agreement
FWC	means the Fair Work Commission
General Staff	means a person covered by this Agreement
Health Services	means an employee who is a registered nurse in the relevant State/Territory and is employed as such, or an employee employed in the role of School Counsellor
Instructional Services	means an employee, other than a qualified Teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a Teacher
LSL Act	means the <i>Long Service Leave Act 1992</i> (Vic.) or its successor(s)
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth.)

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Non-term week	means weeks in the School year other than term weeks and include periods designated as School holidays for students
Operational services	means an employee whose principal duties are to support the other services of a School, including but not limited to: <ul style="list-style-type: none">• construction, plumbing, carpentry, painting and other trades;• maintenance, School facility management;• retailing—uniform shops
Principal	means the Principal of St Catherine's School or his/her nominee
Registered Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
School	means St Catherine's School [ABN 90 004 251 816] trading as St Catherine's School
School Assistant	means an employee employed as a Classroom Support Services employee or as a Curriculum/Resources Services employee
School Council	means the representatives, either elected or appointed, to manage the School and the custody and control of its funds and property.
School year	means the period of 12 months commencing from the day employees are required to attend the School for the new educational year or the calendar year, as determined by the School, and includes term weeks and non-term weeks
Shut down period	means any period of time where the School shuts down or closes the whole or part of their operations. A shut down period may be designated during non-term weeks where students are not in attendance at the School
Standard rate	means the annual salary applicable to Level 3.1 for an employee
Term week	means the weeks in the School year that students are required to attend school as set out in the School calendar

4. COVERAGE

4.1 This Agreement covers:

- a) the School;
- b) General Staff

4.2 This Agreement does not apply to:

- a) the Principal
- b) a Deputy Principal by whatever name called;
- c) the Director of Business however named, being the most senior administrative employee of the School, with the delegated authority to act for the School
- d) 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.)
- e) a Teacher engaged as such
- f) a Permission to teach Teacher
- g) Apprentices
- h) Trainees
- i) Employees on a supported wage system

5. RELATIONSHIP TO AWARD

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

6. NATIONAL EMPLOYMENT STANDARDS

- 6.1 The National Employment Standards (NES) in Part 2-2 of the Act are the minimum entitlements of an employee covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 6.2 This Agreement provide enterprise specific detail where it deals with a matter provided for in the NES.

7. NO EXTRA CLAIMS

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

8. AGREEMENT FLEXIBILITY

- 8.1 The School and an 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 one or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and
 - b) the arrangement meets the genuine needs of the School and an employee in relation to one or more of the matters mentioned in paragraph (a); and
 - c) the arrangement is genuinely agreed to by the School and an employee.
- 8.2 The School must ensure that the terms of the individual flexibility arrangement
- a) are about permitted matters under s.172 of the *Fair Work Act 2009*; and
 - b) are not unlawful terms under s.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 School must ensure that the individual flexibility arrangement;
- a) is in writing, and
 - b) includes the name of the School and the employee; and
 - c) is signed by the School and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
 - d) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences
- 8.4 The School must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to
- 8.5 The School or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party of the arrangement;
or
 - b) if the School and the employee agree in writing – at any time.

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

9. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

9.1 School to notify

This term applies if the School:

a) has made a definite decision to introduce a major change to:

- production,
- program,
- organisation,
- structure,
- technology

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

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

9.2 Major change

For a major change referred to in Clause 9.1a) the School must notify the relevant employee(s) of the decision to introduce the major change and Clauses 9.3 to 9.9 apply

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

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

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

a) discuss with the relevant employee(s);

- the introduction of the change; and
- the effect the change is likely to have on relevant employee(s); and
- measures the School is taking to avert or mitigate the adverse effect of the change on the employee; and

b) for the purposes of the discussion – provide, in writing, to the relevant employee(s);

- all relevant information about the change including the nature of the change proposed; and
- information about the expected effects of the change on the relevant employee(s); and
- any other matters likely to affect the relevant employee(s)

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

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

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

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

- the termination of the employment of the employee(s)

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- major change to the composition, operation or size of the School's workforce or to the skills required of the employee(s); or
- the elimination or diminution of job opportunities (including opportunities for promotion or job tenure)
- the alteration of hours of work; or
- the need to relocate employee(s) to another workplace; or
- the restructuring of jobs

9.10 Change to regular roster or ordinary hours of work

For a change referred to in Clause 9.1b) the School must notify the relevant employee(s) of the proposed change and Clauses 9.11 to 9.15 apply

- 9.11 The relevant employee(s) may appoint a representative for the purposes of procedures in this clause
- 9.12 If a relevant employee(s) appoints a representative for the purposes of consultation, and the employee(s) advises the School of the identity of the representative the School must recognise the representative.
- 9.13 As soon as practicable after proposing to introduce the change, the School must
- a) discuss with the relevant employee(s) the introduction of the change; and
 - b) for the purposes of the discussion – provide to the relevant employee(s);
 - all relevant information about the change, including the nature of the change; and
 - information about what the School reasonably believes will be the effects of the change on the relevant employee(s); and
 - information about any other matters that the School reasonably believes are likely to affect the relevant employee(s)
 - c) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities)
- 9.14 However the School is not required to disclose confidential or commercially sensitive information to the relevant employee(s)
- 9.15 The School must give prompt and genuine consideration to matters raised about the change by the relevant employee(s).
- 9.16 In this term **relevant employees** means the employee(s) who may be affected by a change referred to in Clause 9.1

10. DISPUTE RESOLUTION PROCEDURE

- 10.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee(s) concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee(s) concerned and more senior levels of management as appropriate.
- 10.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under Clause 10.1 have been taken, a party to the dispute may refer the dispute to the FWC.
- 10.3 The parties may agree on the process to be utilised by the FWC including mediation, conciliation and consent arbitration.

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- 10.4 Where a matter in dispute remains unresolved the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.5 The School or employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause.
- 10.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the School to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

PART 3 – TYPES OF EMPLOYMENT AND RELATED MATTERS

11. TYPES OF EMPLOYMENT

11.1 The School may employ staff in one of the following categories:

- Full time employment
- Part time employment
- Fixed term employment
- Casual employment

11.2 Full Time employment

11.2.1 A full time employee is engaged to work 38 hours per week or an average of 38 hours per week pursuant to Clause 14.

11.3 Part Time employment

11.3.1 A part time employee is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.

11.3.2 A part time employee will be paid at a rate of 1/38th of the weekly rate of the full time annual salary applicable to the role.

11.3.3 A part time employee's entitlements will be calculated on a pro rata basis.

11.3.4 At the time of engagement, the School and the part time employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the employee will work, the number of weeks of the year the employee will work and starting and finishing times each day.

11.3.5 The terms of the agreement in Clause 11.3.4 may be varied by agreement between the School and the employee. Any such variation will be recorded in writing.

11.4 Fixed Term employment

11.4.1 A fixed term employee is employed for a specified period of time to undertake a specified project; to undertake a specified task which has a limited period of operation or for which ongoing requirements have not been identified; to replace an employee on leave.

11.4.2 A fixed term employee is not entitled to any of the following benefits under this Agreement:

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- notice of termination (where the date of cessation is stated at the time of appointment. i.e. no notice of termination will be applicable where the contract terminates upon the cessation date. Should the contract provide for termination prior to the cessation date, a notice period will be stated)
- redundancy
- paid parental leave
- tuition fee discount
- relocation leave
- child care

11.4.3 Upon engagement the School must inform the fixed term employee in writing:

- the date of commencement of employment; and
- the date of cessation of employment
- the benefits which are applicable to the fixed term employee under the Agreement; and
- the rights under this Agreement of any employee being replaced.

11.5 Casual employment

11.5.1 A casual employee is an employee engaged as such.

11.5.2 A casual employee will be paid an hourly rate of 1/38th of the weekly rate for the employee's classification, plus 25%.

11.5.3 The School will guarantee a two hour minimum period of engagement period for all employees, with the exclusion of casual Sports Coaches and casual Sports Assistants, Learn to Swim Assistants and Gymnastics Assistants

11.5.4 A casual employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full time employees.

11.5.5 A casual employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- relocation leave
- annual leave
- paid community service leave, with the exception of jury service which is provided for in the NES
- tuition fee discount
- childcare
- leave loading
- public holidays (but is entitled to penalty loading for work performed on a public holiday)
- paid personal leave
- paid compassionate leave
- qualification conferral leave
- paid parental leave

12. MINIMUM EMPLOYMENT PERIOD

12.1 An employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months.

12.2 If the School is to terminate the employment of an employee during the first six months of

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the employee's employment, the School does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time.

12.3 If the School is to terminate the employment of an employee within the first six months of the employee's employment commencing, the employee is entitled to one (1) weeks' notice or payment in lieu of notice.

12.4 If the employee is to resign within the first six months employment then the employee is required to give the School the same notice required of the School in Clause 12.3 above.

13. LETTER OF APPOINTMENT

13.1 On appointment, the School will provide an employee with a letter stating whether they are employed on a full time, part time, fixed term or casual basis.

13.2 This letter shall as a minimum, include such matters as salary, tenure of the appointment where applicable, minimum employment period, a statement of duties for the position and relevant information about the position

14. HOURS OF WORK

14.1 The hours of work for a full time employee who is not employed under a leave without pay arrangement pursuant to Clause 37 are 38 per week and may be averaged over a twelve month period.

14.2 The ordinary hours of work may be worked on 10 days out of every 14 day cycle.

14.3 The ordinary hours of work, for all employees excluding Boarding Services and Instructional Services employees will be performed on any day from Monday to Friday between 7.00am and 7.00pm.

14.4 The ordinary hours of work, for Boarding Services and Instructional Services employees will be performed on any day Monday to Sunday between 6.00am – 7.00pm.

14.5 Where there is mutual agreement between the School and the majority of employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

14.6 Breaks between periods of duty

14.6.1 An employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.

14.6.2 Where the School requires an employee to continue or resume work without having a 10 hour break off duty, the employee is entitled to be absent from duty without loss of pay until a 10 hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.

14.6.3 The entitlement in clauses 14.6.1 and 14.6.2 do not apply to:

- i. a Boarding Services employee, where the periods of duty are concurrent with a sleepover;
- ii. an employee who is provided with accommodation on the School's premises or in the vicinity of the School's premises;
- iii. an employee who is attending a School camp or excursion; or
- iv. an employee working a broken shift.

15. TERMINATION OF EMPLOYMENT

- 15.1 Notice of termination is provided for in the NES. This Clause provides enterprise specific detail and supplements the NES.
- 15.2 This Clause does not apply to employees within the minimum term employment period or to casual employees
- 15.3 The School may terminate an employee's employment for reasons of redundancy, unsatisfactory performance and/or unsatisfactory conduct.
- 15.4 Notice of termination by the School

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

Length of service	Period of notice
Less than 6 months of completed service	1 week
Over 6 months of completed service	4 weeks

- 15.5 In addition to the notice prescribed in 15.4 an employee aged over 45 years of age at the time of notice with not less than two years continuous service is entitled to an additional week's notice
- 15.6 Notice of termination - School Assistants
 - 15.6.1 The School will provide School Assistants with no less than 4 weeks' notice. Where a School Assistant is entitled to non-term weeks, such notice will be given wholly within one School term.
 - 15.6.2 In addition to the notice provided in 15.6.1 a Classroom Support Services employee or a Curriculum/Resources Services employee over 45 years of age at the time of giving the notice with not less than two years continuous service is entitled to an additional weeks' notice.
 - 15.6.3 The period of notice provided in this clause will not apply in the case of dismissal for conduct that justifies summary dismissal.

15.7 Notice of Termination required by an employee

- 15.7.1 The notice of termination required by an employee is the same as that required of the School, except there is no requirement on the employee to give additional notice based on the age of the employee concerned.
 - 15.7.2 The periods of notice described above may be varied by mutual agreement in writing between the Principal and the employee concerned.
- 15.8 Upon termination of employment, an employee may request a statement of service. Upon receipt of such a request, the School will provide the employee with a statement specifying:
- The period of employment; and
 - The classification of or type of work performed by the employee.

16. WITHHOLDING OF MONIES

- 16.1 If an employee fails to give the notice specified in Clause 15.7 the School may withhold any monies or benefits due to the employee on termination under this Agreement or the

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NES, an amount not exceeding the amount the employee would have been paid had they given the required notice.

16.2 Subject to the provisions of the Act, the School may also deduct School fees or personal expenses owed by the employee on termination.

17. PERFORMANCE AND CONDUCT MANAGEMENT

17.1 Application

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

- a) where an employee's employment is terminated during the minimum employment period pursuant to Clause 12;
- b) for a casual or fixed term employee;

17.2 Unsatisfactory performance

Where termination of employment may take place for reasons related to performance, the School will apply to undertake a process that includes the provisions in this Clause

17.2.1 Commencement of Due Process

Due process will commence with the School advising the employee in writing of:

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

17.2.2 Due Process Meetings

Due Process meetings will:

- include discussions of the School's concerns with the employee's performance;
- give the employee an opportunity to respond to the School's concerns;
- include discussion of any counselling or assistance, where appropriate, available to the employee;
- include documentation, where applicable;
- set periods of review, as appropriate

17.3 Unsatisfactory Conduct

17.3.1 Subject to Clause 17.4, where the termination of employment takes place for reasons related to unsatisfactory conduct, the School will investigate the alleged misconduct, provide the employee with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the School.

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

17.4 Summary Dismissal

17.4.1 The School may terminate an employee employment summarily, where the employee is guilty of serious misconduct of any kind that it would be

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unreasonable to require the School to continue the employment during the notice period.

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

18. REDUNDANCY

18.1 Definition

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

- 18.2 The following severance pay scale will apply instead of the provisions in the NES

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

If the employee is aged 45 years or over

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

- 18.2.1 For the purposes of this clause:

- a) Weeks pay means the ordinary rate of pay for the employee concerned
- b) Continuous service will be calculated to include all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, carer's leave and compassionate leave), long service leave, examination leave and qualification conferral leave.

18.3 Transfer to lower paid duties

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

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18.4 Leaving during notice

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee will be entitled to receive the benefits and payments they would have received under this clause had they remained employed with the School until the expiry of the notice, but is not entitled to payment in lieu of notice.

18.5 Alternative employment

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

18.6 Job Search Entitlement

- 18.6.1 During the period of notice of termination an employee will be allowed up to one (1) day time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 18.6.2 If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee must, at the request of the School, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For the purpose of this clause a statutory declaration will be sufficient.
- 18.6.3 This entitlement cannot be taken in conjunction with any other job search entitlement otherwise available to the employee.

19. MINIMUM SALARIES

- 19.1 The School will pay an adult employee not less than the rate of pay specified in the relevant Schedule for the employee's position and classification. The rates of pay in Schedule B become operative from 1 February 2015.
- 19.2 The School will pay a junior employee at the following percentage of the appropriate adult rate for the position performed:

Age	% of adult rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

20. OVER-AGREEMENT SALARIES

- 20.1 The School may pay an employee a salary which is in excess of the minimum amounts prescribed in Schedule B.
- 20.2 Where an employee classified at Level 7 receives a salary in excess of the amount prescribed in Schedule B, the School reserves the right for the Over-Agreement payment to be made in satisfaction of the Annual Leave Loading, provided that the over-Agreement payment is sufficient compensation to cover the total salary package (including annual leave loading) that would have been applicable, had the minimum salary in Schedule B applied.
- 20.3 Where an Over-Agreement salary is paid pursuant to this clause, the School must advise

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the employee in writing.

21. PAYMENT ARRANGEMENTS

Salary will be paid by credit transfer to the employee's nominated financial institution account on a fortnightly or monthly basis for all employees.

22. SUPERANNUATION

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

Should the employee not nominate a complying superannuation fund for this purpose, the contribution will be made to Victorian Independent School Superannuation Fund (VISSF) or successor fund

23. REMUNERATION PACKAGING

- 23.1 Upon receiving a written election for a remuneration packaging arrangement from the employee and provided there is no additional cost to the School, the School 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.
- 23.2 Any arrangement between the School and the employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the employee's conditions of employment.

24. HIGHER DUTIES

- 24.1 The School may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.
- 24.2 Subject to Clause 24.3 where the employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- 24.3 Where the employee is a School Operational Services employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

25. BREAKS

25.1 Meal Breaks

An employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

25.2 Rest Break

- 25.2.1 At a time suitable to the School, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The School and an

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employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.

25.2.2 Notwithstanding clause 25.2.1 a Classroom Support employee is entitled to one rest break of 20 minutes, which will be counted as time worked.

26. SHIFTWORK

26.1 Application

The provisions of this clause are applicable only to employees classified up to level 4, who work variable shifts according to a displayed roster. Typically this includes casual employees employed as Boarding Services or Instructional Services employees.

26.2 Ordinary hours for shift work

The ordinary hours for shift work will:

- be worked continuously each shift (except for broken shifts and meal breaks)
- not exceed 10 hours; inclusive of a meal break in any single shift; and
- not be rostered in accordance with Clause 26

26.3 Definitions

The following shift definitions apply:

- **Day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause 14.3 and 14.4
- **Afternoon shift** is a shift which is not a day shift and which finished after the ordinary hours of identified in clause 14.3 and 14.4; and at or before midnight
- **Night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00am

26.4 Broken shifts

26.4.1 An employee may be rostered to work ordinary hours in a broken shift that is a rostered shift in two periods of duty, exclusive of breaks, per day with a minimum payment (other than a casual) of two hours for each period of duty.

26.4.2 An employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.

26.4.3 The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid as overtime.

26.4.4 The provisions of clause 26.4.3 do not apply to a Boarding Services employee who is provided with reasonable accommodation, including fuel and light, and available to the employee for their exclusive use for 52 weeks of the year, at no cost to the employee.

26.5 Rostering

26.5.1 A roster showing normal starting and finishing times and the name of each employee will be prepared by the School and will be displayed in a place conveniently accessible to the employees at least seven days before the commencement of the roster period.

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- 26.5.2 An employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with Clause 27 - Penalty rates.

27. PENALTY RATES

27.1 Application

The provisions of this clause are applicable only to employees classified up to level 4, who work variable shifts according to a displayed roster. Typically this includes casual employees employed as Boarding Services or Instructional Services employees.

27.2 Shiftwork

- Afternoon and night shift will attract a penalty rate of 15% of the ordinary time rate.
- A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

27.3 Saturday and Sunday work

- 27.3.1 An employee other than an employee covered by Clause 27.3.2 required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
- for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- 27.3.2 Except that a Boarding Services employee who is not working averaged hours, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.
- 27.3.3 The penalty rates within this clause and in Clause 28 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.

28. OVERTIME & TIME IN LIEU

- 28.1 Work will generally be within the hours specified in the position description, however hours in excess of this may be required worked from time to time.
- 28.2 All hours in excess of normal hours must be approved in advance by the Principal or Director of Business.
- 28.3 Where excess hours are approved in advance, an employee is entitled to time in lieu will be taken at a time mutually agreeable with the supervisor, usually within 4 weeks of the extra work occurring, or during the next term break.
- 28.4 Time in lieu must be taken at the ordinary time rate, that is, an hour for each hour worked.
- 28.5 Where time in lieu cannot be accommodated due to operational constraints, overtime will be paid in accordance with Clause 28.7.
- 28.6 In some circumstances, the Principal or Director of Business may approve payment of overtime upfront, instead of time in lieu.

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28.7 Overtime rates

Time worked	Overtime rate
Monday to Saturday	150% of the ordinary hourly rate of pay for the first three hours and 200% of the ordinary hourly rate of pay thereafter
Sunday	200% of the ordinary hourly rate of pay
Public Holidays	250% of the ordinary hourly rate of pay

29. PUBLIC HOLIDAYS

29.1 An employee is entitled to public holidays as specified in the NES and as gazetted by the Victorian government from time to time.

29.2 Payment of work on a public holiday

29.2.1 A employee required to work on a public holiday will be paid at a rate of 250% for ordinary hours performed, unless the School and the employee have agreed to the employee taking a day off instead of payment, in which case the employee will be paid at the ordinary rate for work on the public holiday

29.3 Substitute Days

29.3.1 By agreement between the School and the majority of employees, an alternative day may be taken as a public holiday instead of any of the days specified by the NES. The agreement will be recorded in writing and made available to every affected employee.

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

30. BREAKAGE AND LOSS

An employee who takes reasonable care will not suffer loss of income for any accidental breakages or loss of property which occurs in the normal course of the employee duties.

31. MEAL ALLOWANCE

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

32. CAMP ALLOWANCE

An employee attending an overnight St Catherine's School whole year level or other scheduled curriculum camp will receive an allowance of \$80.00 per night for each night that the employee is required to be in attendance. This allowance will be paid to the employee at the time of the next salary payment following the camp.

33. VEHICLE ALLOWANCE

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

34. ACCIDENT PAY

34.1 Where an employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act*

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1985 (Vic.) (Accident Compensation Act), the School 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 20 weeks in respect of each such injury or illness but only for so much of that period as the employee remains employed by the School.

- 34.2 If an employee is absent from work because of a personal illness or injury, for which the employee is receiving compensation payments pursuant to the Accident Compensation Act, then the employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
- a) annual leave; or
 - b) paid personal/carer's leave
- 34.3 The employee will not be entitled to weekly payments under the *Accident Compensation Act 1985 (Vic)* during any form of paid leave

35. ANNUAL LEAVE

- 35.1 Annual Leave is provided for in the NES. This clause supplements the NES provisions.
- 35.2 An employee, other than a casual, shall be entitled to twenty (20) days of annual leave for each completed twelve (12) months of continuous paid service exclusive of public holidays falling within such leave.
- 35.3 Part time employees shall be entitled to pro rata of twenty (20) days calculated at the appropriate time fraction. Annual leave shall be calculated on a pro rata basis for any period of service which is less than twelve (12) months.
- 35.4 Timing of taking annual leave
- Annual leave may be taken for a period agreed between the employee and the School. All annual leave must be taken during non-term time, however in exceptional circumstances; requests to take annual leave during term time may be approved by the Director of Business.
- 35.5 The School may allow an employee to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the employee subsequently leaves - the School is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.
- 35.6 An employee may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by the School.
- 35.7 An employee who receives salary pursuant to Schedule B1.2 is deemed to have taken all annual leave progressively during the non-term weeks of the School year in which the leave is accrued, unless otherwise agreed with the School.

36. ANNUAL LEAVE LOADING

- 36.1 Subject to Clause 20.2, a full time employees shall be paid annual leave loading in respect of four (4) weeks leave entitlement equal to 17.5% of ordinary pay of the employee. Part time employees or employees who have not worked for a full year shall receive pro rata payments.
- 36.2 The School may, at its election, pay annual leave loading in respect of the School year to the employee with the first salary payment in December of that School year at the rate of pay applicable on 1 December.

37. ADDITIONAL LEAVE

- 37.1 From time to time the School may, at its discretion, nominate designated additional paid leave for employees.
- 37.2 The School shuts down for a designated period between Christmas and New Year, during which time employees are generally not permitted to attend.
- 37.3 The School will grant a maximum of four additional days paid leave to employees (other than casual employees) during the designated shut down period.
- 37.4 In the event that the amount of days to be taken during Christmas and New Year is less than three days, due to public holidays, the leave entitlement will not be cumulative.

38. LEAVE WITHOUT PAY DURING NON-TERM WEEKS

38.1 Arrangements

In some circumstances, the School will not require an employee to work all year round (this being 48 working weeks, and 4 weeks annual leave). In such instances, an employee will receive an adjusted annual salary to take into account periods of leave without pay to be taken during non-term time. An employee may be required to take leave without pay during non-term weeks, provided that:

- a) the employee's contract of employment specifies the arrangement in writing;
- b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- c) if appropriate work is available for an employee during any such period, the existing employee may be offered such employment (whether on a full-time, part-time or casual basis). The employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
- d) appropriate work will mean such work as is available that is capable of being performed by the employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

38.2 Calculating annual salary for an employee on leave without pay during non-term weeks

- a) The formula in this subclause will be used to calculate an annual salary for an employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks
- b) The adjusted annual salary for an employee is:

$$A = C \times \frac{\text{working weeks} + 4 \text{ weeks annual leave} + p}{52.18}$$

Where:

A means the employee's adjusted annual salary

C means the annual salary (as contained in Schedule B1.1) for the employee's classification

p means a public holiday that occurs during annual leave

Working weeks means the number of weeks that the employee is required to work

- c) For the purpose of calculating any allowance or penalty for an employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- d) An employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

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38.3 Exclusions

The provisions of this clause do not apply to Classroom Support Services or Curriculum/Resources employees who were employed as at 1 January 2010. Such employees will receive a salary as set out in Schedule B1.2 and will not generally be required to attend during non-term weeks.

39. PERSONAL/CARER'S LEAVE

- 39.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 39.2 An employee, other than a casual employee, is entitled to fifteen (15) days of paid personal/carer's leave in each year of service, which includes both sick and carer's leave.
- 39.3 For a full time employee the personal/carer's leave entitlement equates to fifteen (15) days per year of service. A part time employee is entitled to paid sick leave on a pro rata basis
- 39.4 Paid personal leave is taken by the employee because of a personal illness or injury.
- 39.5 Paid carer's leave is taken by the employee to provide care or support to a member of the employee immediate family or a member of the employee's household, who requires care of support because of:
- a) a personal illness or injury, or
 - b) an unexpected emergency affecting the member
- 39.6 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 School and the employee.
- 39.7 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 School and the employee.
- 39.8 Personal/carer's leave accrues upon the completion of each four week period of continuous service, based upon the employee's nominal hours of work.
- 39.9 Notice and evidence of personal/carer's leave
- 39.9.1 An employee must notify the School 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 that the employee requires the leave 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.
- 39.9.2 An employee is entitled to personal leave provided that the employee produces a medical certificate from a Registered Medical Practitioner or statutory declaration to the School:
- a) for any absence of more than two consecutive days
 - b) for any absence continuous with a public holiday to which the employee is entitled or a non-term week and which would not otherwise require the production of a certificate
 - c) where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

40. COMPASSIONATE LEAVE

- 40.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 40.2 A employee, other than a casual employee, may take up to three (3) days' paid leave per permissible occasion when a member of the employee's Immediate Family or household dies or develops a personal injury or illness that poses a serious threat to life.
- 40.3 Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the School and the employee.
- 40.4 An employee is entitled to compassionate leave only if the employee gives the School notice of the taking of this leave. The notice:
- a) must be given to the School as soon as is reasonably practicable (which may be at a time after the leave has started); and
 - b) must advise the School of the period, or expected period, of the leave
 - c) must provide the School with evidence that the School reasonably requires of the injury, illness or death.

41. COMMUNITY SERVICE LEAVE

- 41.1 Community service leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.
- 41.2 Jury service leave
- 41.2.1 A General Staff member who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 41.2.2 A General Staff member must notify the School as soon as possible of the date upon which the General Staff member is required to attend for jury service.
- 41.2.3 A General Staff member must provide the School with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 41.2.4 The General Staff member must inform the School immediately of any change to the known period of absence and provide the School with written proof of the payments made by the Court Authorities with respect to jury service.
- 41.2.5 Subject to Clause 41.2.1, 41.2.2 and 41.2.3, the School will reimburse a General Staff member granted leave pursuant to Clause 41.2.1 an amount equal to the difference between the amount paid in respect of the General Staff member's attendance for such jury service and the amount of salary the General Staff member would have received had the General Staff member not been on jury service.

42. LONG SERVICE LEAVE

- 42.1 Long Service Leave is provided for in the NES. This clause supplements the NES provisions.
- 42.2 An employee is entitled to Long Service Leave. The *Long Service Leave Act 1992* (Vic.) (LSL Act), as amended from time to time specifies the entitlement, except where this Agreement provides ancillary or supplementary terms.

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- 42.3 An employee is entitled to Long Service Leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing after 1 January 1980.
- 42.4 An employee is entitled to an additional six and a half (6.5) weeks' Long Service Leave for each additional five (5) years of continuous employment with the School.
- 42.5 Accrued Long Service Leave will be paid in lieu where an employee's employment is terminated after seven years of continuous employment for any reason other misconduct.
- 42.6 An employee, whose service has been all full time or all at the same part time fraction, is paid during Long Service Leave at the employee's normal salary.
- 42.7 If an employee who is entitled to any amount of Long Service Leave dies before or while taking Long Service Leave, then the School will pay an amount equal to the ordinary pay that would have been payable to the employee in respect of the period of Long Service Leave not taken to the employee's personal representative.
- 42.8 Where an employee who has completed more than 7 years continuous employment with an School dies while still in continuous employment, the School (in addition to any sum payable under 42.5) will pay to the employee's personal representative in respect of any period of such continuous employment which is after the last accrual of entitlement to Long Service Leave pursuant to 42.1 a sum equal to the amount of the employee's ordinary pay for a period equalling one fortieth of such fractional period.
- 42.9 An employee may take accrued pro-rata accrued Long Service Leave after (7) or more years of continuous employment.

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

d)	where the employee can show that the average weekly hours over the whole period of Part Time employment were greater than the average weekly hours over the last 12 months of Part Time employment	<ul style="list-style-type: none"> • average weekly hours will be struck over the actual period of part-time employment
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Service from 1 February 1997		
	<i>Employment Arrangement</i>	<i>Entitlement to Payment</i>
a)	Time fraction has varied during service payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service	payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service

An employee whose time fraction has varied during service is paid at the proportionate rate, calculated by averaging the time fractions over the period of service.

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

42.10 Timing and Taking of Long Service Leave

42.10.1 The timing of taking of Long Service Leave will be negotiated between the Principal and the employee for mutual advantage but will ordinarily be taken within twelve months of the entitlement falling due following ten years of employment. Employees must provide the School with twelve months' notice of their intention to take Long Service Leave.

42.10.2 In consultation about the timing of such leave, the School agrees to take into account the individual employee's needs, in so far as they are compatible with the School's operational needs.

42.10.3 The period of Long Service Leave will usually not be for less than 8 weeks. In special circumstances, an application for a shorter period of Long Service Leave will be considered by the School.

42.11 Illness while on Long Service Leave

42.11.1 Subject to the requirements of 42.11.2, an employee, who becomes ill or suffers an injury during Long Service Leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the employee. The Principal may require the employee to be examined by a registered medical practitioner of the School's choice, provide the practitioner is reasonably accessible to the employee.

42.11.2 The employee's application under 42.11.1:

- a) must be received by the School during the period of injury or illness
- b) must be accompanied by a medical certificate from a Registered Medical Practitioner or a statutory declaration attesting to the injury or illness and the duration of that injury or illness; and
- c) must indicate whether the employee wishes to extend the long service leave by the period of the injury or illness or whether the employee will return from long service leave as planned with the period of illness or injury increasing the employee's accrued long service leave entitlement.

43. PARENTAL LEAVE

- 43.1 Parental Leave is in accordance with the NES. This clause supplements the NES provisions.
- 43.2 An employee who is entitled to Parental Leave pursuant to the NES may access a period of 12 months unpaid Parental Leave in relation to the birth or adoption of a child.
- 43.3 Variation of period of Parental Leave
- a) Subject to the relevant provisions of the NES, the period of Parental Leave may be shortened by written agreement between the School and the employee.
 - b) Subject to the relevant provisions of the NES, where an employee has commenced a period of Parental Leave of less than 12 months, the employee:
 - may extend the period of Parental Leave up to the available period of 12 months once by giving the School four weeks written notice before the end of the period stating the period by which the leave is extended; and
 - may extend the period of Parental Leave by agreement with the School.
- 43.4 Where an employee elects to take a period of Parental Leave greater than 52 weeks and wishes to extend this period up to a maximum of 104 weeks the School requires the employee to notify of his/her intention to extend the period of Parental Leave at least ten (10) weeks prior to the expiration of the initial period leave.
- 43.5 A period of unpaid Parental Leave does not break the employee's continuity of employment but it does not count as employment or service.

44. PAID PARENTAL LEAVE

- 44.1 Where an employee (other than those excluded, as specified in Clause 11), who has served a minimum of twelve months of continuous service with the School and will have the primary responsibility of the care of a child and is granted Parental Leave, the employee is entitled to fourteen (14) weeks paid Parental Leave, provided that the employee takes a minimum of fourteen weeks unpaid birth related leave or adoption related leave commencing at or around the time of the birth of the child or the placement of the child
- 44.2 Paid Parental Leave will commence at or around the time of the birth of the child or placement of the child.
- 44.3 If the employee takes a period of unpaid Parental Leave which is less than fourteen (14) weeks, the employee's entitlement to paid Parental Leave will be reduced to the period of Parental Leave taken.
- 44.4 Paid Parental Leave cannot be taken concurrently with any other paid leave.
- 44.5 Where an employee, (who will not have primary responsibility for the care of the child) has a minimum of 12 months continuous service and is granted unpaid Parental Leave in accordance with the NES, takes a period of concurrent Parental Leave at the time of the birth or placement of a child, the employee will be entitled to paid Parental Leave of one (1) week of the period of concurrent parental leave.
- 44.6 Any entitlement to a subsequent period of paid Parental Leave will be subject to the completion of a further period of 12 months of continuous paid service.

45. LEAVE WITHOUT PAY

- 45.1 An employee may apply for leave without pay which may be granted at the discretion of the School. An employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay
- 45.2 The School will not make any superannuation contributions for the period of an employee's absence on leave without pay.

46. INFECTIOUS DISEASES LEAVE

- 46.1 An employee who is suffering from one of the following infectious diseases will be granted special leave without deduction of pay provided the School is satisfied on medical advice that the employee has contracted the disease through a contact at the School and the disease is evident in the School:
- German measles
 - Chickenpox
 - Measles
 - Mumps
 - Scarlet fever
 - Whooping cough
 - Rheumatic fever, or
 - Hepatitis.
- 46.2 The employee must, at the request of the School, produce a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as is reasonably practicable.

47. RELOCATION LEAVE

An employee, other than a casual or fixed term employee, is entitled to a maximum of one (1) day leave per year for the purposes of moving their place of abode. The timing of this leave must be negotiated with the Principal prior to any leave being taken. This leave is non-cumulative.

48. EXAMINATION LEAVE

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

49. QUALIFICATION CONFERRAL LEAVE

An employee 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.

50. PROFESSIONAL DEVELOPMENT

Through the annual Performance Development process an employee may identify, in consultation with their Manager/Supervisor, appropriate Professional Development activities directly relevant to their role and apply to the Director of Business for School funding to participate in Professional Development activities.

51. TUITION FEE CONCESSION

51.1 Definition of Tuition Fee

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

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- 51.2 This clause does not apply to employees engaged on a casual or fixed term basis or on a period of unpaid leave.
- 51.3 In all cases, the enrolment requirements, and expectations at the time of entry must be complied with.
- 51.4 In order to be eligible for a tuition fee discount, an employee must pay:
- the application and enrolment fee and security deposit in full prior to the commencement of enrolment; and
 - additional charges for extras and uniforms are not subject to any discount, Such changes include, but are not limited to, costs for camps, books, music tuition and excursions.
- 51.5 Where an employee's child is awarded a scholarship, the employee may either choose to pay fees discounted pursuant to this clause or pay fees at the scholarship rate, but shall not be entitled to both.

51.6 Entitlement

- 51.6.1 Employees (other than those excluded, as specified in clause 11) will be offered a discount of tuition fees for their children enrolled in the School.
- 51.6.2 Employees will retain the discounts as designated in Clauses 51.6.1 and 51.6.2 subject always to the right of the School Council to vary the discount available upon giving not less than twelve months' written notice of such variation.

51.6.3 Full Time Employees

Full Time employees employed by the School after 23 January 2002 will be entitled to a 50% discount in the tuition fee where they enrol their child at St Catherine's School. Each enrolment will attract the payment of the FBT liability applicable to the concession.

51.6.4 Part Time Employees

Part Time employees employed by the School after 23 January 2002 will be entitled to the 50% discount in the tuition fee on a pro rata basis equal to their employment fraction (correct to one decimal point). Each enrolment will attract the payment of the FBT liability applicable to the concession. For example an employee employed at 0.6 FTE will be entitled to a 30% discount in the tuition fee ($0.5 \times 0.6 = 0.3$)

- 51.6.5 Employees employed prior to 23 January 2002 will be entitled to a 50% discount of the tuition fee where they enrol their child at St Catherine's School. Each enrolment of children of employees after 23 January 2002 will attract the payment of the FBT applicable to the concession.

52. CHILDCARE

- 52.1 This clause does not apply to employees engaged on a casual or fixed term basis or on a period of unpaid leave.
- 52.2 Where the School requires an employee to attend the School on work business, an employee who requires before and/or after school care for the employee's children, is entitled to access the School's Before and/or After Care Program free of charge on days where this requirement exists.

SCHEDULE A – CLASSIFICATION STRUCTURE

Level 1

a. Competency

Competency at this level involves application of knowledge and skills to a range of defined tasks, roles and contexts where the choice of actions required is clear. Competencies are normally used within established routines, methods and procedures that are predictable

b. Judgement, independence and problem solving

Roles at this level will require employees to apply generally accepted concepts, principles and standards in well-defined areas. Employees resolve problems where alternatives are limited and the required action is clear or can be readily referred to a more senior employee.

c. Direction

Close supervision or supervision of tasks

d. Supervision

Roles at this level do not supervise other employees or supervise students without another employee present.

e. Qualifications and Experience

Level 1 positions do not require a qualification or prior experience upon engagement.

Examples of Level 1 positions

i. Classroom Support Services

- Assisting student learning in specified learning areas and tasks, either individually or in a group, under the specific direction and supervision of a Teacher or a higher level employee
- Providing general assistance of a supporting nature to Teaching staff on a directed basis
- Providing basic physical, social and emotional care for students
- Assisting with clerical duties associated with regular school activities e.g. student records, equipment records
- Assisting with the collection, preparation and distribution of learning materials
- Providing limited assistance with communication between Teachers and non-English speaking parents/students
- Assisting in the interpreting and/or translating of basic non-complex documents

Occupational equivalent: Teacher Aide/Learning Assistant

ii. Administration Services

- Performing a range of general clerical duties at a basic level, e.g. word processing, filing, maintaining and retrieving records, taking minutes, handling inward and outward mail, photocopying, straight forward data entry and retrieval
- Providing a reception function in accordance with operational procedures
- Operating routine office equipment such as computers
- Assisting with the preparation of internal and external publications
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering

Occupational equivalent: Administrative Assistant, Data Entry Operator, Front desk/Reception Assistant

iii. Operational Services

- Performing general labouring and maintenance tasks
- Assisting in a school retail facility, such as a uniform shop
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing non-trade tasks incidental to the employee's work
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials

Occupational equivalent: Maintenance Assistant, Retail Assistant

iv. Instructional Services

- Providing assistance to Sports teams under the direction of a Teacher
- Assisting with the preparation of equipment for Sporting events
- Providing assistance with the Aquatic program under the supervision of a Learn to Swim Instructor or Squad Coach
- Providing assistance with the Rowing program under the direction of the Head Coach
- Providing assistance with the Gymnastics program under the direction of a Teacher

Occupational equivalent: Sports Assistant, Gymnastics Assistant, Learn to Swim Assistant, Rowing Coaching Assistant

Level 2

a. Competency

Competency at this level may include Level 1 competencies. In addition, competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is generally a variety of tasks, roles and contexts. There is some complexity in the ranges and choices of actions required. Some tasks may require limited creative, planning or design functions.

b. Judgement, independence and problem solving

Roles at this level will require employees to apply generally accepted concepts, principles and standards in well-defined areas. Solves problems with reference to established techniques and practices. May be required to choose between straightforward alternatives.

c. Direction

Some positions will require routine supervision to general direction depending upon experience and the complexity of tasks.

d. Supervision

Roles at this level may be required to;

- Supervise students while performing their normal duties but may not be used instead of a Teacher

e. Qualifications and Experience

Level 2 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- Completion of Certificate I or II with relevant experience and/or education/training
- Completion of a Level 1 Coaching qualification and less than 5 years work experience

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- An equivalent combination of relevant experience and/or education/training

Examples of Level 2 Positions

i. Classroom Support Services

- Assisting student learning, where discretion and judgement is required (including providing more individualized approaches and intervention strategies, and assisting in identification of learning needs and evaluation of progress under the general supervision and direction of a Teacher
- Work with students to enable them to use specialised augmentative communication and adaptive technology to enhance student access to the curriculum
- Participate in the monitoring, evaluation and reporting of student learning and programs
- Under the general supervision and direction of teaching staff, undertake specialist assistance to students in specific learning areas e.g. languages, technology, the Arts
- Under the general supervision and direction of teaching staff, undertake learning support activities involving specialist cultural understanding and skills including assisting students with classroom activities

Occupational equivalent: Teacher Aide/Learning Assistant, Language Assistant, Exam Supervisor

ii. Curriculum/Resources Services

- Maintaining booking and repair/replacement systems for equipment
- Evaluating and making recommendations for the purchase of technical or computer equipment

Specific to Library/AV Services

- 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
- 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
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material
- 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
- Producing, displaying and/or publicising materials
- Recording materials by means of sound and photographic equipment, etc.

Occupational equivalent: Library Assistant, AV Technician

Specific to Laboratory

- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Providing technical support to Teachers
- 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

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- Maintaining equipment 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
- Routine ordering supplies and materials

Occupational equivalent: Laboratory Assistant

Specific to Information Communication Technology

- Assisting with training and developing training guides for employees and students
- Providing basic help desk assistance and responding to issues in the first instance

Occupational equivalent: ICT Support Assistant

iii. Administration services

- Undertaking a wider range of administrative activities
- Assisting in the preparation of internal and external publications
- Performing a reception function, including providing information, making appointments and bookings, responding to enquiries from parents, students, employees and the general public in accordance with School procedures
- Operating routine office equipment, e.g. a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine
- Performing a range of general clerical duties at a basic level, e.g. word processing, filing, maintaining computerised records, taking minutes, handling inward and outward mail, photocopying, data entry and retrieval
- Carrying out minor financial transactions including receipting, balancing and banking

Occupational equivalent: Administrative Assistant, Receptionist

v. Instructional Services

- Providing assistance to Sports teams under the direction of a Teacher
- Assisting with the preparation of equipment for Sporting events
- Providing assistance with the Aquatic program under the supervision of a Learn to Swim Instructor or Squad Coach
- Providing assistance with the Gymnastics program under the direction of a Teacher
- Providing assistance with the Rowing program

Occupational equivalent: Sports Assistant, Gymnastics Assistant, Learn to Swim Assistant, Rowing Coach with listed Level 2 qualifications

Level 3

a. Competency

Competency at this level may include Level 2 competencies. In addition competency at this level involves the application of knowledge with some depth 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 ranges and choices of actions required.

b. Judgement, independence and problem solving

Employees will be required to exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

Roles may require employees to undertake tasks requiring expertise in a specialist area or broad knowledge of a range of functions.

c. Direction

In some positions routine supervision is required moving to general direction with experience.

This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.

d. Supervision

Roles at this level may be required to;

- Supervise students while performing their normal duties
- Supervise other employees at lower levels.

e. Qualifications and Experience

Level 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- Completion of a Certificate III or a trades certificate
- Level 1 Coaching qualification and more than five years work experience
- Level 2 Coaching qualification and less than five years work experience
- Completion of an Austswim qualification and less than five years work experience
- An equivalent or combination of relevant experience and/or education and 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.

Examples of Level 3 Positions

i. Classroom Support Services

- Undertaking specialist intervention strategies requiring advanced training and expertise
- Coordinating the work of a specialised unit in the School
- Providing standard professional services within defined organisational parameters under general guidance from senior employees
- Providing professional report requiring factual analysis, including assessments and recommendations
- Conducting basic training and instruction related to the professional field for School colleagues
- Working as a provisionally registered Psychologist
- Actively working within and for the School community to assist in creating a culturally inclusive environment through duties such as assisting in the professional learning of Teachers, assisting in the organisation of cultural activities.

Occupational equivalent: Learning Support Specialist

ii. Curriculum/Resources Services

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Exercising judgement and discretion in providing technical assistance in the operation of a library, art department, laboratory, or ICT
- Exercising judgement and discretion in assisting students and employees to access information and to use equipment in a library, laboratory or a technology centre
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Investigating and reporting on the efficiency and effectiveness of system design
- Conducting training and instruction to School colleagues within the technical field

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- Regularly interacting with a range of external or internal clients to provide advice or specialist information

Occupational equivalent: Art Technician

Specific to Library/AV Services

- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Providing advanced guidance in the use of information systems
- Producing advanced resource materials, e.g. multi-media kits, video and film clips
- Teaching advanced audio-visual, computer and other technical skills to students and Teachers
- Searching and verifying bibliographical data where some judgment and discretion is involved
- Assisting with supervision of students in the library where some discretion and judgment are involved

Occupational equivalent: Library Technician

Specific to Laboratory

- Providing technical assistance and advice, as requested
- Assisting Teaching staff in the testing of experiments and demonstrating experiments

Occupational equivalent: Laboratory Technician

Specific to ICT

- Advising Teachers and Students on aspects of information technology and use in the School
- Supervising and maintaining hardware and software components of a computer network with appropriate support of others
- Designing and implementing systems for computer networks and deploying a significant number of computers at time without guidance
- Responding to faults requiring more detailed attention

Occupational equivalent: ICT Technician

v. Early Learning Services

- 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: Early Learning Assistant (Certificate III)

vi. Boarding Services

- Deputising from time to time for the person in charge of the boarding house, while undertaking the basic duties

Occupational equivalent: Boarding Assistant

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vii. Administration Services

- Providing administrative support to management staff, including arranging appointments, diaries and calendar management and preparing both confidential and general correspondence
- Liaising with and managing enquiries from parents, students, employees and the general public
- Using computer software packages, including desktop publishing, spreadsheets, database and/or web software
- Entering and retrieving financial data to assist in the preparation of financial and management reports
- Undertaking bank and ledger reconciliations
- Carrying out financial transactions such as receipting, banking and petty cash
- Applying inventory and purchasing control procedures

Occupational equivalent: Administration Assistant, Office Supervisor, Accounts officer, School Secretary, Publications Officer, Senior Receptionist

viii. Operational Services

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Responsibility for operating the school uniform shop, including supervision of employees and volunteers
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

Occupational equivalent: Tradesperson, Uniform Centre Manager

ix. Instructional Services

- Providing assistance to Sports teams under the direction of a Teacher
- Assisting with the preparation of equipment for Sporting events
- Providing assistance with the Aquatic program under the supervision of a Learn to Swim Instructor or Squad Coach
- Providing assistance with the Gymnastics program under the direction of a Teacher

Occupational equivalent: Sports Assistant, Gymnastics Assistant, Learn to Swim Assistant with listed Level 3 qualifications

Level 4

a. Competency

Competency at this level operates above and beyond Level 3 competencies and involves the application of professional in a specialized area(s) and utilising a broad range of skills.

An employee at this level will have a depth or breadth of expertise developed through extensive relevant experience and applications and performs work guided by policy, precedent, professional standards and expertise. This may require the provision of support to senior management and/or performing a support role to a senior administrator.

b. Judgement, independence and problem solving

Employees will demonstrate problem solving that involves the identification and analysis of diverse problems, and will apply appropriate technical training and expertise to decision making.

Roles at this level will generally have scope to undertake some or all of the following;

- Innovate their own function and take responsibility for outcomes

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- Design, develop and test equipment, systems and procedures
- Exercise high level diagnostic skills
- Analyse and report on data

c. Direction

Routine supervision to general direction, depending on tasks involved and experience.

d. Supervision of others

Roles at this level may be required to;

- supervise students while performing their normal duties
- supervise employees at a lower level

e. Qualifications and Experience

Level 4 duties typically require a skill level which assumes and requires:

- Completion of a degree without relevant work experience
- Completion of an advanced diploma qualification and at least one years work experience
- Completion of an Austswim qualification and more than five years work experience
- Completion of a Level 2 Coaching qualification and more than five years work experience
- Completion of a Level 3 Coaching qualification
- Completion of a diploma qualification and at least two years work experience
- Completion of a Certificate IV and extensive relevant work experience
- An equivalent combination of relevant experience and/or education/training.

Example of Level 4 positions

i. Curriculum/Resources Services

- 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
- Being responsible for a significant and discrete functional unit, which ordinarily will involve the supervision of employees
- Liaising and negotiating to a significant degree Teaching staff on curriculum matters
- Providing expertise and leadership in policy development to guide the work of others
- Developing and delivering professional development programs for employees involved in a technical field

Occupational equivalent: Senior Art Technician

Specific to Library/AV Services

- 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

Occupational equivalent: Senior AV Technician, Senior Library Technician

Specific to Laboratory

- Designing and developing more complex experiments within a variety of routines, methods and experiences under the supervision of Teachers where discretion and judgement are required
- Managing a Science Laboratory where a variety of tests are undertaken, including activities that are not routine
- Managing the OHS requirements of the Science Laboratory

Occupational equivalent: Senior Laboratory Technician

Specific to ICT

- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Dealing with more complex information and communication technology issues
- Monitoring computer network functions and/or systems
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods

Occupational equivalent: Senior ICT Technician

ii. Early Learning Services

- Exercises similar responsibilities as a Level 3 but an employee at this level has a Diploma in Children's Services or relevant tertiary qualification.

Occupational equivalent: Early Learning Assistant

iii. Boarding Services

- Managing a boarding house, with significant responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other Boarding Services employees

Occupational equivalent: Deputy Head of Boarding

iv. Administration Services

- Responsibility for the efficient clerical and/or financial administration of a unit
- Providing designated high level support to Senior School Leadership, including initiating complex or confidential reports, documents and correspondence
- Administering the personnel function within the School including maintain personnel records and calculating and maintaining wage and salary records
- Coordinating and/or administering the general financial operations of a unit
- Preparing government and statutory authority returns for authorisation
- Responsibility for preparing the accounts of a School to operating statement stage
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Preparing financial documentation and data for the budget
- Maintaining accounting bookkeeping records
- Preparing monthly summaries of debtors and creditor ledger transactions with reconciliations
- Reconciling organisational spending against budget, maintaining financial records and assisting in the preparation of financial documentation and data for budget preparation
- Planning and setting up spreadsheets and database applications
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required

Occupational equivalent: Senior Administration Assistant, Office Supervisor, Finance Officer, School Registrar, Principal's Assistant, Development Officer

v. Operational Services

- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques

Occupational equivalent: Advanced Tradesperson

vi. Instructional Services

- Developing and delivering training sessions and coaching individuals and teams in various sporting disciplines
- Coaching and trains sporting teams for external competition

Occupational equivalent: Senior Sports Coach, Sport Coordinator

Level 5

An employee at Level 5 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 and will display a range of technical skills.

An employee at this level is expected to undertake a high proportion of tasks involving complex, specialised or professional functions.

Discretion and judgement are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

b. Judgement, independence and problem solving

Problem solving involving 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 coordinating a team to provide an administrative service

c. Level of Supervision

Broad level of supervision, working with a degree of autonomy

d. Supervision of others

May supervise employees at lower levels or coordinate a function and manage other employees.

e. Qualifications and Experience

Level 5 duties typically require a skill level which assumes and requires:

- Completion of a degree with relevant work experience
- Completion of a Level 4 Coaching qualification
- Extensive experience and/or management experience in the relevant field
- An equivalent combination of relevant experience and education/training.

Examples of Level 5 positions

i. Curriculum/Resources Services

- Leading and managing a significant functional unit within a diverse or complex set of functions and substantial resources, including initiating, developing and implementing key policy initiatives
- Overseeing effective operation of computer functions and key aspects of the ICT system

ii. Boarding Services

- Responsibility to the Principal of a school for the overall supervision of the recreational and personal welfare of all students and has overall responsibility for the administration of two or more boarding houses or a very large boarding house

Occupational equivalent: Head of Boarding

iii. Administration Services

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Overseeing the work of others and providing training, mentoring and guidance where required
- Overseeing the operations of a function of the organisation
- Providing high level support and assistance to Senior Management, including imitating complex or confidential reports, documents and correspondence and the preparation of supporting data, reports and other documentation for financial/budgetary decision making purposes
- Using advanced techniques and methods to analyse and interpret financial statements and formulating period and year end entries
- Maintaining the Accounting records
- Administering the payroll function for the School including maintaining personnel records, calculating and maintaining wage and salary records, providing standard information and advice to employees on salaries and basic details of their conditions of employment, calculating employee entitlements
- Undertaking responsibility for specific Human Resources functions including maintaining personnel records, calculating and maintaining wage and salary records, providing standard information and advice to employees on salaries and basic details of their conditions of employment, calculating employee entitlements
- Undertaking responsibilities in a specific financial areas such as grant allocations and audit requirements
- Ensuring deadlines and targets are met

Occupational equivalent: Human Resources Officer, School Marketing Officer, Accountant, Payroll Officer, ICT Database and Applications Developer

i. Health Services

- Providing primary nursing care with its associated administrative responsibilities
- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties

Occupational equivalent: School Nurse

iv. Instructional Services

- Developing and managing a coaching program for external competition
- Conducting and coordinating a school choir, band or musical ensemble or more than one of these
- Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program
- Instructing individual students as part of an extra-curricular instrumental music program

Occupational equivalent: Head Sport Coach, Instrumental Music Tutor

Level 6

An employee at this level performs work above and beyond the skills of an employee at Level 5.

a) Competency

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

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

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

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 as 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) Direction

General direction is appropriate, in some positions broad direction would apply.

d) Supervision

May have supervisory responsibility and line management responsibility for other employees.

e) Training level or qualifications

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

- a degree with subsequent relevant experience;
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

Examples of Level 6 positions

ii. Health Services

- Providing primary nursing care with its associated administrative responsibilities
- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties

Occupational equivalent: School Nurse, School Counsellor

iii. Administration Services

- Managing a functional support unit or work area
- Providing financial/budget advice and support to organisational leadership
- Advising on advanced technological requirements and/or using advanced technical skills
- Providing confidential administrative and executive support to the Senior Management of the School

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- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and employees on the employees' area of expertise
- Responsibility for professional development of other employees
- Contributing to operational and strategic planning in the area of responsibility

Occupational equivalent: Development Manager, ICT Manager, Human Resources Manager

iv. Operational Services

- Operating and being responsible for a structurally and/or operationally defined department or function

Occupational equivalent: Property Manager

Level 7

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

a) Competency

Competency at this level generally requires employees to be responsible for program area development and implementation, to provide strategic support and/or advice requiring integration of a range of School policies and external requirements, and an ability to achieve objectives operating within complex organizational structures.

A role at this level will generally lead and manage a significant functional element and/or contribute in a major way to the development maintenance and implementation of the policy framework of the School.

Competency at this level involves the application of professional knowledge in a specialised area/s and the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.

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

b) Judgment, independence and problem solving

Roles at this level may generally require employees to develop 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. Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgement.

c) Direction

Limited supervision is necessary. Employees at this level generally report to the Director of Business or the Principal.

d) Supervision

May have line management and supervisory responsibility for a functional area and/or manage other employees.

e) Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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- postgraduate qualifications or progress towards postgraduate qualifications and extensive experience;
- extensive experience and/or management experience
- equivalent combination of relevant experience and/or education/training.

Examples of Level 7 positions

i. Administration Services

- Leading and managing a significant functional unit with a diverse or complex set of functions and substantial resources
- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
- Providing financial advice to the Principal or the Business Manager
- Managing the school's financial system
- Managing the development and effective operation of the computer systems within the School where there is a high degree of complexity and important to the educational objectives to be achieved
- Performing Information Technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level

Occupational equivalent: Information Technology Manager, Finance Manager, Property Manager, Development Manager

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SCHEDULE B – SALARIES FOR GENERAL STAFF

The School will pay a full time adult employees not less than the annual rate of pay specified for the employee's classification as specified below:

B1.1 Annual rates of pay (52/52)

Classification level	Date 2014	Date 2015	Date 2016	Date 2017	Date 2018
	\$	\$	\$	\$	\$
Level 1					
1.1	40,814	42,242	43,615	45,033	46,384
1.2	42,518	44,006	45,436	46,913	48,320
1.3	44,223	45,771	47,258	48,794	50,258
Level 2					
2.1	44,690	46,254	47,757	49,310	50,789
2.2	46,394	48,018	49,578	51,190	52,725
2.3	48,100	49,784	51,401	53,072	54,664
Level 3					
3.1	48,883	50,594	52,238	53,936	55,554
3.2	50,538	52,307	54,007	55,762	57,435
3.3	52,243	54,072	55,829	57,643	59,373
Level 4					
4.1	53,361	55,229	57,024	58,877	60,643
4.2	55,066	56,993	58,846	60,758	62,581
4.3	56,770	58,757	60,667	62,638	64,517
Level 5					
5.1	58,082	60,115	62,069	64,086	66,008
5.2	59,788	61,881	63,892	65,968	67,947
5.3	61,492	63,644	65,713	67,848	69,884
Level 6					
6.1	63,717	65,947	68,090	70,303	72,412
6.2	65,421	67,711	69,911	72,183	74,349
6.3	67,126	69,475	71,733	74,065	76,287
Level 7					
7.1	69,626	72,063	74,405	76,823	79,128
7.2	71,331	73,828	76,227	78,704	81,065
7.3	73,035	75,591	78,048	80,584	83,002

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B.1.2 Annual rates of pay (48/52)

The following rates of pay only apply to School Assistants who were employed as at or prior to 1 January 2010, who are generally not required to attend during non-term weeks of the School year. Such positions include but are not limited to classroom assistants, integration aides, library technicians, and laboratory technicians.

Classification level	Date 2014	Date 2015	Date 2016	Date 2017	Date 2018
	\$	\$	\$	\$	\$
Level 1					
1.1	37,674	38,993	40,260	41,568	42,815
1.2	39,248	40,622	41,942	43,305	44,604
1.3	40,821	42,250	43,623	45,041	46,392
Level 2					
2.1	41,253	42,697	44,085	45,517	46,883
2.2	42,825	44,324	45,764	47,252	48,669
2.3	44,400	45,954	47,448	48,990	50,459
Level 3					
3.1	45,077	46,655	48,171	49,737	51,229
3.2	47,300	48,956	50,547	52,189	53,755
3.3	48,225	49,913	51,535	53,210	54,806
Level 4					
4.1	49,257	50,981	52,638	54,349	55,979
4.2	50,829	52,608	54,318	56,083	57,766
4.3	52,403	54,237	56,000	57,820	59,554
Level 5					
5.1	53,165	55,026	56,814	58,661	60,420
5.2	55,188	57,120	58,976	60,893	62,719
5.3	56,762	58,749	60,658	62,629	64,508
Level 6					
6.1	58,815	60,874	62,852	64,895	66,841
6.2	60,389	62,503	64,534	66,631	68,630
6.3	61,963	64,132	66,216	68,368	70,419
Level 7					
7.1	64,270	66,519	68,681	70,913	73,041
7.2	65,195	67,477	69,670	71,934	74,092
7.3	67,417	69,777	72,044	74,386	76,617

- a) The above rates of pay are calculated on the basis of 48/52 of the rates of pay contained in clause B.1.1.
- b) The periods of non-term weeks for an employee in receipt of the above rates of pay are deemed to include 4 weeks annual leave.

St Catherine's School – General Staff Agreement 2014

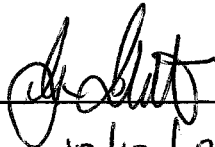
- c) A School Assistant who is employed for part only of a School year will be paid a pro rata entitlement calculated on the basis of one third of the number of weeks the School Assistant has worked (excluding non-term weeks) at the rate of pay applicable at the time leave is taken or employment is terminated.

St Catherine's School – General Staff Agreement 2014

EXECUTED as an agreement this

EMPLOYER REPRESENTATIVE

Signed:



Date:

17/12/2014

Name in full (printed):

GERALDINE LOTT

Position title:

DIRECTOR OF BUSINESS

Authority to sign explained:

Management / Employee Representative

Address:

17 Heyington Place
Toorak

Witnessed by:

M. Towers

Witness name in full:

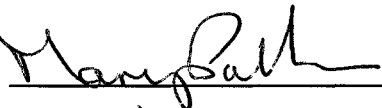
MEGAN TOWERS

Witness address:

17 HEYINGTON PLACE
TOORAK VIC 3142

EMPLOYEE REPRESENTATIVE

Signed:



Date:

17/12/2014

Name in full (printed):

MARY LOULOS

Position title:

Personal Assistant


Authority to sign explained:

Employee Bargaining Rep

Address:

17 Heyington Place
Toorak Vic 3142

Witnessed by:



Witness name in full:

Cassandra Tobin

Witness address:

17 Heyington Place
Toorak VIC 3142

