



FAIR WORK
COMMISSION

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Penleigh and Essendon Grammar School
(AG2013/5915)

PENLEIGH AND ESSENDON GRAMMAR SCHOOL (TEACHER, KINDERGARTEN TEACHER, KINDERGARTEN ASSISTANT AND SCHOOL ASSISTANT STAFF) AGREEMENT 2012

Educational services

COMMISSIONER BISSETT

MELBOURNE, 17 MAY 2013

Application for approval of the Penleigh and Essendon Grammar School (Teacher, Kindergarten Teacher, Kindergarten Assistant and School Assistant Staff) Agreement 2012 .

[1] Penleigh and Essendon Grammar School (the Applicant) has made an application for the approval of the *Penleigh and Essendon Grammar School (Teacher, Kindergarten Teacher, Kindergarten Assistant and School Assistant Staff) Agreement 2012* (the Agreement). The Agreement was made on 26 March 2013 and lodged with the Fair Work Commission (the Commission) in accordance with s.185 of the Fair Work Act 2009 (the Act) on 8 April 2013.

[2] The application for approval was accompanied by an employer statutory declaration (Form F17).

[3] The Independent Education Union of Australia (IEU) completed and lodged a ‘Declaration of employee organisation to an application for approval of enterprise Agreement’ (Form F18) in which it indicated that it supported the approval of the Agreement subject to it passing the better off overall test and that, should the Agreement be approved, it wished to be covered by the Agreement pursuant to s.183 of the Act.

[4] On response to the question as to whether the IEU agreed or otherwise with the Employer’s statutory declaration, the IEU indicated that it disagreed with the employer’s response that the Agreement did not contain any terms of employment that are less beneficial than the NES.

[5] In particular the IEU takes issue with clause 30 of the Agreement. Clause 30 provides for the payment of annual leave loading. Clause 30 states:

- 30.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave.
- 30.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of working weeks (excluding paid school holidays and non term time)}}{\text{Number of School's term weeks}} \times 4 \frac{\text{Annual Rate of Pay}}{52.18}$$

- 30.3 An Employee who ceases employment with the Employer prior to the commencement of third term in (sic) not entitled to leave loading from the Employer.
- 30.4 An Employer may pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December or to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

[6] The IEU say that clause 30.3 is contrary to s.90(2) of the NES. It submits that the formula at clause 30.2 of the Agreement makes it clear that the calculation of annual leave loading occurs on a progressive basis based on the number of weeks worked. Further it submits that s.90(2) of the Act provides that when the employment ends the employer is required to pay to the employee the amount that would have been payable had the employee taken that period of leave.

[7] The IEU therefore seek that, to the extent that clause 30.3 is contrary to the NES that it not operate.

[8] On receipt of the IEU's declaration I sought further submissions from both the Applicant and the IEU on this issue.

Submissions

Penleigh and Essendon Grammar School

[9] The Applicant says that the NES requires that an employee be paid their base rate of pay for a period of annual leave. If employment ends and the employee has a period of untaken leave the employer is required to pay to the employee the amount that would have been payable had the employee taken the period of leave. That amount does not include any leave loading. Section 90 of the Act, on its plain reading, has no provision for the payment of annual leave loading in the payment of annual leave on termination.

[10] The Applicant submits that the *Educational Services (Teachers) Award 2010* (the Teachers Award) provides for annual leave loading at clause 23. That clause states (in part):

- 23.1 This clause of the award provides for industry specific detail and supplements the NES which deals with annual leave.
- 23.2 An employee who has served throughout the school year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:
- (a) at the time that the employee is paid annual leave or pro rata annual leave; or
 - (b) on the termination of employment by either party.

[11] Clause 23.2 of the Teachers Award provides for the payment of leave loading where an employee works the full school year. It does not provide for the payment of annual leave loading on termination of employment where the full year has not been worked.

[12] The Applicant submits that the Agreement cannot breach the NES in circumstances where the NES does not deal with the matter. The Agreement provides a benefit to employees that they would otherwise not have.

IEU

[13] The IEU submits that the plain reading of s.90(2) of the Act puts a person whose employment is terminated, regardless of any condition surrounding the termination, in the position they would have been with respect to the payment of annual leave had the employment not been terminated and the annual leave taken.

[14] The IEU rely, in support of its proposition, on a Memorandum of Advice (the Advice) provided by Jeffrey Phillips SC to the Fair Work Ombudsman (FWO) on the operation of s.90(2) of the Act. That advice concludes that annual leave loading is payable pursuant to s.90(2) of the Act 'if that annual leave loading is payable pursuant to an award, agreement or contract for any annual leave period taken [...]'. That advice, the IEU says, has been adopted by the FWO.

[15] The IEU refers me to a decision of McKenna C in the application for approval of the *Ingams Enterprises (Byron Bay) Processing Enterprise Agreement 2012*¹ in which the Commissioner sought an undertaking from the employer that a clause that operated to exclude the payment of annual leave loading on termination of employment would not operate to the extent that it was contrary to the NES.

[16] The IEU also refers me to a decision of Hampton C in the application for approval of the *Goodstart Early Learning Enterprise Agreement 2012*². In that case whilst annual leave loading was payable for leave taken, it was not payable for leave paid out in termination of employment. Hampton C found that the agreement provision was not contrary to the NES, although he found the 'alternative position is strongly arguable.'

[17] The IEU submits that the Teachers Award provides for annual leave loading to supplement the NES. Clause 23.2 provides that annual leave loading is paid when an employee is paid annual leave or pro rata annual leave when employment is terminated. The other relevant Award, *Educational Services (Schools) General Staff Award 2010* (the General

Staff Award) is silent on the payment of annual leave loading in termination of employment. In any event it is submitted that the Award provisions are not strictly relevant to the matter at hand.

Consideration

[18] Section 90 of the NES states:

90 Payment for annual leave

- (1) If, in accordance with this Division, an employee takes a period of paid annual leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (2) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

[19] I note the advice of Jeffrey Phillips SC on this matter. In particular:

annual leave loading pursuant to s.90(2), if that annual leave loading is payable pursuant to an award, agreement or contract for any annual leave period taken, [it] is **also payable on accrued annual leave on termination of employment.**

[Emphasis original]

[20] The first question to determine is if annual leave loading is payable pursuant to the Agreement.

[21] The Agreement provides for the payment of annual leave loading to an employee who has worked the full school year (clause 30.1). A formula sets out how annual leave loading is calculated if an employee does not complete the entire school year (clause 30.2).

[22] The entitlement to annual leave loading is then qualified for employees who cease employment prior to the commencement of third term (clause 30.3).

[23] If an employee ceases employment at the end of the school year or sometime between the commencement of third term and the end of the school year that employee is entitled to receive annual leave loading. As long as the school pays annual leave loading on any leave paid out in such circumstances it seems to me that there is no conflict with s.90(2) of the Act as postulated by the IEU.

[24] The Agreement does not provide an entitlement to annual leave loading for any leave that accumulates and is paid out on termination of employment prior to the commencement of third term. The wording of the Agreement does not suggest that there is some entitlement to annual leave loading if employment does not extend to third term beyond that which is withheld if employment ceases.

[25] This Agreement is different to that considered by Hampton C and McKenna C. In each of those cases there was an absolute, unrestricted, right to annual leave loading. This absolute right was removed by virtue of the cessation of employment. In this case the right to annual leave loading is restricted by the operation of the Agreement itself.

[26] The IEU suggest that clause 30.2 of the Agreement makes it clear that annual leave loading accrues on a progressive basis. I cannot agree with this view. Clause 30.2 provides a formula for calculating the payment of annual leave loading where only part of the year is worked but it must be read in conjunction with the rest of the clause, including the restriction in clause 30.3.

[27] Clause 30 of the Agreement does not operate to restrict access to annual leave loading that would otherwise be payable had the leave been taken. If an employee does access annual leave during the school year (say in second term) as long as they return from leave and their employment goes beyond the commencement of third term they will receive annual leave loading.

[28] Even if I accept the IEU submission on the operation of s.90(2) of the Act, I do not, for the reasons given above, consider that clause 30.3 of the Agreement is a term of the employment that is less beneficial than the NES.

Conclusion

[29] 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.

[30] The IEU has given notice under s.183 of the Act that it wants the Agreement to cover it. As required by s.201(2), I note that the Agreement covers the IEU.

[31] The Agreement is approved. In accordance with s.54(1) it will operate from 24 May 2013. The nominal expiry date of the Agreement is 17 May 2017.



¹ [2012] FWA 8668.

² [2012] FWA 2408.

PART 1 – APPLICATION AND OPERATION OF AGREEMENT**1 TITLE**

This Agreement is to be known as the Penleigh and Essendon Grammar School (Teacher, Kindergarten Teacher, Kindergarten Assistant and School Assistant Staff) Agreement 2012 (the 'Agreement') is a single enterprise agreement made pursuant to section 172 of the *Fair Work Act 2009* (Cth) (the Act).

2 ARRANGEMENT

2.1 This Agreement is arranged as follows:

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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

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

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

4 DEFINITIONS AND INTERPRETATION

Accident Compensation Act	means the <i>Accident Compensation Act 1985 (Vic)</i> or its successor
Act	means the <i>Fair Work Act 2009 (Cth)</i> or its successor
Attendance	means all days of the School Year less the Non Attendance Time and the period of annual leave
Award	means the following: <ul style="list-style-type: none"> • <i>Educational Services (Schools) General Staff Award 2010</i>; and • <i>Educational Services (Teachers) Award 2010</i>
Employee	means a person covered by this Agreement
Employer	means Penleigh and Essendon Grammar School Limited ABN 49 006 038 071/ACN 006 038 071
FWA	means Fair Work Australia
FWC	means Fair Work Commission
General Staff Member	means a person covered by this agreement, other than a Teacher
Immediate Family	means <ul style="list-style-type: none"> • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or difference sexes); and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee
Kindergarten Teacher	means a teacher or a teacher with a responsibility for coordination who is employed to teach children in the Kindergarten Program excluding a Director of the Kindergarten
Kindergarten Assistant	means an employee who performs general duties and duties with children, under the general direction of a Kindergarten Teacher
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks' annual leave)
LSL Act	means the <i>Long Service Leave Act 1992 (Vic)</i> or its successor
Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia

NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth)
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and the person <ul style="list-style-type: none"> i. holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or iii. is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (1 July 2007 <i>Permission to Teach Policy</i>)
Principal	means Principal of Penleigh and Essendon Grammar School or his or her nominee
School	means Penleigh and Essendon Grammar School Limited ABN 49 006 038 071/ACN 006 038 071 trading as Penleigh and Essendon Grammar School
School Assistant	means a General Staff member employed as a Classroom Support Services or as a Curriculum/resources Services staff member and includes Teacher Aide, Integration Aide, Library Assistant, Library Technician, Library Cataloguer, Technology Technician, Laboratory Technician, Laboratory Manager
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those gazetted by the Victorian government for Victorian government schools
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year as determined by the school
Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach classes of students. This definition includes a qualified Teacher librarian but does not include a person employed as a Principal or a Vice Principal or Head of Section or Director

5 APPLICATION AND COVERAGE

5.1 This Agreement covers:

- i. the Employer;
- ii. Teachers;
- iii. Kindergarten Teachers;
- iv. Kindergarten Assistants; and
- v. School Assistants.

5.2 This Agreement does not apply to:

- (a) a Principal;
- (b) a Deputy Principal by whatever name called.
- (c) a Head of Section or Director
- (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) Apprentices
- (f) Trainees; and
- (g) Employees on a supported wage system.

6 RELATIONSHIP TO AWARDS

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

7 NATIONAL EMPLOYMENT STANDARDS

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

8 AGREEMENT FLEXIBILITY

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

(a) the agreement deals with one or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates
- (iv) allowances
- (v) leave loading; and

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

(c) the arrangement is genuinely agreed to by the Employer and Employee.

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

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would if no arrangement was made.

- 8.3 The Employer must ensure that the individual flexibility arrangement is

(a) in writing; and

(b) includes the name of the Employer and Employee; and

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

(d) includes details of:

- (i) the terms of the Agreement that will be varied by the arrangement; and

- (ii) how the arrangement will vary the effect of the terms; and
- (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (iv) states the day on which the arrangement commences.

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

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

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing – at anytime.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

9 INTRODUCTION OF MAJOR CHANGE

9.1 Where a definite decision has been made to introduce major change the Employer will promptly notify the Employee in writing who may be affected by the proposed changes and/or a representative of the Employee, if requested to do so and discuss with them the proposed changes and any measures to avert or mitigate the adverse effects of such changes on Employees. Such discussion may include matters raised by Employees and/or a representative of an Employee.

9.2 In complying with clause 9.1, the Employer will not be required to disclose confidential information the disclosure of which would be detrimental to the Employer's interests.

10 DISPUTE RESOLUTION PROCEDURE

10.1 In relation to any matter arising out of this Agreement or under the NES that may be in dispute ('the Matter') between the Employer and the Employee ('the Parties') as parties to this agreement, except matters relating to an actual or threatened termination of employment of the Employee, the parties will undertake the following steps:

10.2 Step 1

Every attempt must be made to resolve a grievance by discussions between the Employer and the Employee(s) directly involved at the School. This does not preclude the right of either party to seek advice from outside the School, nor does it necessitate such an approach where this is impracticable.

10.3 Step 2

Where a grievance is not resolved by Step 1, the Employer or the Employee(s) may seek the assistance of an employee association, employer association or other representatives in order that a further attempt may be made to resolve the Matter.

10.4 Step 3

Where the Employer and the Employee(s) are unable to resolve the Matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative.

10.5 Step 4

In the event that Steps 1, 2 and 3 fail to resolve the Matter it may be referred by either Party to the Fair Work Commission (FWC).

- 10.6 The FWC may deal with the dispute in two stages:
- (a) The FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
 - (b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) in relation to the NES, arbitrate the dispute, or
 - (ii) in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties, and make a determination that is binding on the parties.
- 10.7 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 10.8 While the dispute resolution procedure is being conducted, an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health and safety.
- 10.9 The Parties to the dispute agree to be bound by a decision made by the FWC in accordance with this Agreement.

PART 2 – CONDITIONS FOR ALL EMPLOYEES

The conditions in this Part apply to all Employees, unless application is specified to only apply to specific employees.

11 COMMITMENT FROM STAFF

All staff members commit to the ongoing improvement of their practices at PEGS. All Teachers will continually improve their teaching and learning practices, including the development and delivery of curriculum, the introduction of a culture of thinking, classroom management and student welfare practices. In particular, senior Teachers will provide leadership, which might include coaching and mentoring of colleagues and leading professional learning as required by the School.

All Employees will demonstrate a commitment to professional learning to ensure an understanding of contemporary educational knowledge and practices.

12 MODES OF EMPLOYMENT

The Employer may employ a full time, part time, fixed term or casual Employee. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

12.1 Full Time Employees

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

12.2 Part Time Employee

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

- 12.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs.
- 12.2.3 Duties will be allocated to part time Employees on a pro-rata basis, in line with their employment fraction.
- 12.2.4 A part time Teacher and Kindergarten Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a full time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 12.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a full time Teacher's face-to-face teaching hours are deemed to be 18 hours for secondary, 23 hours for primary and 27 hours for kindergarten.

$$\frac{\text{hours of face-to-face teaching}}{\text{hours of Full Time Teacher's face-to-face teaching}} \times \text{annual salary}$$

- 12.2.5 A part time School Assistant and Kindergarten Assistant will be paid pro rata of the salary that the School Assistant or Kindergarten Assistant would be entitled to receive if employed full time. The pro rata weekly salary is calculated using the following formula:

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

- 12.2.6 If a part-time Teachers hours are reduced without their consent by more than 25%, they will be entitled to the provisions of Clause 30 - Redundancy.

12.3 Fixed Term Employee

- 12.3.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:
- to replace one or more Employees who are on leave;
 - to undertake a specified project for which funding has been made available;
 - to undertake a specified task which has a limited period of operation;
 - to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year;
 - to replace an Employee who provided notice of termination of employment after the commencement of Term 4 as required, where the position is difficult to fill. The period of the appointment must not exceed the end of the following School Year.
- 12.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- 12.3.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
- the reason for the fixed nature of the employment;
 - the date of commencement of the employment;
 - the benefits which are applicable under this Agreement; and
 - the rights of any Employee being replaced.
- 12.3.4 Subject to clause 24.3, 36.6.5 or 40.55 the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses in 36.6, 40.5 or 41.5.
- 12.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination in relation to the end of the fixed term period (where the date of cessation of employment is stated at the time of appointment); and
 - redundancy

- paid maternity leave allowance
- examination leave
- qualification conferral leave.

12.4 Casual Employee

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

12.4.2 A Casual Employee is entitled to the relevant rates of pay specified in the Schedules. These rates of pay include a loading in lieu of paid leave entitlements.

12.4.3 The Employer will engage a Casual Teacher or Kindergarten Teacher for a full day or half day, or hourly as agreed with the Casual Teacher or Kindergarten Teacher. A Casual General Staff Member, other than an Employee working in the before or after school care program, will be engaged and paid for a minimum of two hours for each engagement.

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

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- due process
- examination leave
- qualification conferral leave
- paid jury service leave
- paid maternity leave allowance
- school holidays
- non attendance time
- leave loading
- public holidays
- paid personal/carer's leave
- paid compassionate leave
- accident make-up pay
- infectious disease leave

12.4.5 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave, unpaid personal leave and long service leave, where eligible.

12.4.6 An Employer may employ a Casual Teacher, in such a capacity, for up to one school term, where the days are consecutive.

13 MINIMUM EMPLOYMENT PERIOD

13.1 An Employee's employment is contingent upon the satisfactory completion of a minimum employment period.

13.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clauses 36.6, 40.5 or 41.5 and does not need to comply with clause 18 (Due Process) or any other due process or performance management policies or procedures in place from time to time.

13.3 If the Employer is to terminate the Employee within the first six months of the Employee's employment commencing, the Employee is entitled to four weeks notice or four weeks' salary in lieu of notice.

13.4 If the Employee is to resign within the first six months of the Employee's employment

commencing, then the Employee is required to give four week's notice.

14 LETTER OF APPOINTMENT

Upon engagement, the Employer will provide the Employee, other than a Casual Employee, with a letter of appointment.

15 REMUNERATION PACKAGING

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

15.2 Any arrangement between the Employer 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.

16 SUPERANNUATION

16.1 Superannuation legislation

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

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

16.2 Employer contributions

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

The Employer will make a total payment of 10% of ordinary time earnings to the nominated superannuation fund.

16.3 Voluntary Employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 16.2.

- (b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under clauses 16.2 and 16.3 no later than 28 days after the end of the month in which the deduction authorised under clauses 16.2 and 16.3 was made.

16.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 16.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in clause 16.2 and pay the amount authorised under clauses 16.2 and 16.3 to NGS Superannuation Fund or its successor, provided that the Employer is not required to become a participating Employer.

17 PAYMENT ARRANGEMENTS

17.1 Salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis.

18 DUE PROCESS

Due process will involve written advice to the Employee of the School's concern with the Employee's conduct or performance; the conduct of meetings to discuss the School's concerns and to give the Employee an opportunity to respond to the School's concerns; the provision of any counselling or assistance, where appropriate, to the Employee; and the setting of periods of review, as appropriate. The Employee will be provided with reasonable notice of the meeting to establish Due Process and will have the opportunity to bring a support person of their choice to Due Process meetings. This clause does not apply during the Minimum Employment period (clause 13).

19 PERSONAL/CARER'S LEAVE

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

19.1 Entitlement

- 19.1.1 An Employee other than a casual employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.
- 19.1.2 For a full time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A part time Employee is entitled to paid personal/carer's leave on a pro rata basis based their ordinary hours of work.
- 19.1.3 Paid personal leave is taken due to a personal illness or injury.
- 19.1.4 Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 19.1.5 Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion.

Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

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

19.1.6 Personal leave accrues at 15 days per annum, issued upon commencement of service.

19.2 Notice and evidentiary requirements

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

19.2.2 An Employee is entitled to personal/carer's leave provided that:

- (i) the Employee produces a medical certificate from a Medical Practitioner or statutory declaration to the Employer for any absence of two or more consecutive days;
- (ii) the Employee provides a medical certificate from a Medical Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled or continuous with the first or last day of term which would not otherwise require the production of a certificate;
- (iii) the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

20 COMPASSIONATE LEAVE

20.1 Compassionate leave is in accordance with the NES except where more favourable terms are provided in this Agreement.

20.2 Entitlement

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

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

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

21 COMMUNITY SERVICE LEAVE

21.1 Community Service leave is provided for in the NES.

21.2 Jury Service Leave Entitlement

- (a) An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.

- (b) An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c) An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (d) The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.

21.3 The Employer will reimburse an Employee granted leave pursuant to 21.1 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

22 INFECTIOUS DISEASES LEAVE

22.1 An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the 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.

23 PUBLIC HOLIDAYS

23.1 Public holidays are provided for in the NES.

23.2 A School Assistant required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Employer and the Employee have agreed to the Employee taking a day off instead of payment in which case the Employee would be paid at the ordinary time rate for work on the public holidays.

23.3 Substitution of public holidays

By agreement between the Employer and individual Teacher:

- (a) an alternate day may be taken as a public holiday in lieu of any days specified by the NES.
- (b) The agreement will be recorded in writing and made available to the affected Teacher
- (c) Where substitution is agreed, the substituted day will be the public holiday for the purposes of this agreement.

24 PARENTAL LEAVE

24.1 Parental leave is in accordance with the NES. This clause supplements the NES provisions.

24.2 Concurrent leave

24.2.1 An Employee who is entitled to concurrent parental leave under s.72(5) of the Act may request the Employer to allow the Employee to extend the period of concurrent unpaid

parental leave provided for in the NES up to a maximum of eight (8) weeks, to assist the Employee in reconciling work and parental responsibilities.

24.2.2 An application under 24.2 must be made not less than ten (10) weeks prior to the commencement date of the concurrent period of parental leave, where practicable.

24.3 Variation of period of parental leave

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

An Employee replacing an Employee granted parental leave will not be entitled to more than 4 weeks notice of termination of employment. The notice of termination provided will be specified in writing at the time the replacement Employee is employed.

24.4 Entitlement – Unpaid leave

24.4.1 An Employee, upon the completion of 12 months of continuous service with the Employer is entitled to up to 12 months' unpaid parental leave (maternity, paternity or adoption leave). A period of parental leave does not break the Employee's continuity of service but it does not count as service. This includes:

- up to 52 weeks of unpaid ordinary maternity leave, which must include a period of six weeks' leave starting from the date of the birth of the child, to be the primary care-giver of the child;
- a single, unbroken period of unpaid short paternity leave of up to one week at the time of the birth of a child and a further unbroken period of up to 51 weeks of unpaid long paternity leave to be the primary care-giver of a child; and
- a single, unbroken period of up to three weeks' unpaid short adoption leave taken within the three weeks starting on the day of placement of an eligible child with the Employee and a further unbroken period of up to 49 weeks to be the primary care-giver of the child.

24.4.2 Parental leave does not count for the purpose of accrual of any benefits or entitlements under this Agreement, including long service leave pursuant to the *Long Service Leave Act 1992* (Vic.).

24.4.3 An Employee may request and the Employer will approve parental leave up to a maximum of 104 weeks provided that any leave in excess of 52 weeks will conclude at the end of a School Year, enabling a return at the start of the following School Year. Any employee requests for additional unpaid parental leave for up to 6 months may be approved at the sole discretion of the employer.

24.4.4 An Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee:

- to extend the period of simultaneous unpaid parental leave (when both parents are in receipt of parental leave) provided for in the Act up to a maximum of eight weeks;
- to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.

24.4.5 The Employer shall consider the request made pursuant to 24.4.4 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

24.4.6 An Employee's request and the Employer's decision made under 24.4.3, 24.4.4 and 24.4.5 must be recorded in writing.

- 24.4.7 Where an Employee wishes to make a request under 24.4.3 or 24.4.4, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.
- 24.4.8 Where an Employee makes a request to return to work from ordinary maternity leave, long paternity leave or long adoption leave on a part-time basis, the request must be made in writing as soon as possible but no less than four weeks prior to the date upon which the Employee is due to return to work from parental leave.
- 24.4.9 The Employer will consider any request made pursuant to 24.4.3 or 24.4.4 having regard to the Employee's circumstances and the effect of the request on the workplace or the Employer's business, giving consideration to cost, lack of adequate replacement staff, loss of efficiency and the impact on the educational program. The Employer will record the decision in writing.
- 24.4.10 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
- i. provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - ii. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- 24.4.11 During the period of parental leave, the Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis. The Employee will notify the Employer of changes in address or other contact details which might affect the Employer's ability to contact the Employee in relation to 24.4.10.

24.5 Maternity Leave – Paid Allowance

- 24.5.1 This clause does not apply to a casual Employee or a fixed term Employee.
- 24.5.2 An Employee, upon meeting the requirements for unpaid maternity leave in clause 24.4 and the Act will be entitled to an allowance equal to 14 weeks of the Employee's ordinary rate of pay.
- 24.5.3 An Employee, upon making an application for a second or subsequent paid maternity leave allowance must have returned to work for a period of 12 months prior to being entitled a second or subsequent allowance.
- 24.5.4 The allowance in 24.5.2 will not be paid if the Employee is in receipt of any other paid leave entitlements.
- 24.5.5 Additional entitlements do not accrue when accessing this allowance.

25 LONG SERVICE LEAVE

- 25.1 An Employee is entitled to long service leave in accordance with the LSL Act as amended from time to time. This Agreement will prevail over the LSL Act in the event of any inconsistency.
- 25.2 An Employee is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment. An Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.

- 25.3 An Employee is entitled to access accumulated pro rata long service leave entitlements upon the completion of 7 years continuous service, provided such leave is taken during a whole school term. This provision has the express effect of overriding section 56 of the LSL Act.
- 25.4 In the event that the accrued leave taken pursuant to clause 25.3 is less than the period of the school term, the Employer will, if requested, spread the payment across the full leave period.
- 25.5 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment. This provision has the express effect of overriding Section 58 of the LSL Act *Long Service Leave Act 1992 (Vic.)*.
- 25.6 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.
- 25.7 (a) Service prior to 1 February 1997
- (i) where all service of the employee has been in a part time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;
 - (ii) When full time employment falls last, any leave taken from the full time credit will be paid at the current full time salary. Leave taken from the part time credit will be paid on the basis of a proportion of the current full time salary having regard to the ratio of average weekly hours over the last 12 months of part time employment;
 - (iii) When part time employment falls last, leave taken from the full time credit will be paid at the salary applicable to the full time equivalent of the present part time employment category. Leave taken from part time credit will be paid on the basis of average weekly hours over the last 12 months of part time employment;
 - (iv) If an employee can show that the employee's average weekly hours over the whole of the employee's part time employment are greater than the average weekly hours over the last 12 months of part time employment the higher figure will be used in determining average weekly hours. Should part time employment be less than 12 months, average weekly hours will be struck over the actual period of part time employment.
- 25.8 (b) Service from 1 February 1997
- An Employee, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.
- 25.9 An Employee is required to make applications for long service leave at least six months before the leave period. This provision has the express effect of overriding Section 58 of the LSL Act.
- 25.10 Illness on Long Service Leave
- 25.11 Subject to clause 25.12, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Principal for the period of illness or injury to be 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 Employer's choice, provided the practitioner is reasonably accessible to the Employee.
- 25.12 The Employee's application:

- i. must be in writing and received by the Employer during the period of illness or injury;
- ii. must be accompanied by a medical certificate from a registered Medical practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- iii. must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury 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.

26 LEAVE WITHOUT PAY

An Employee may apply for leave without pay, which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay. This provision expressly overrides the LSL Act.

27 ACCIDENT PAY

27.1 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 1985 (Vic), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

27.2 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 1985 (Vic), then:

(a) 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:

- i. annual leave; or
- ii. paid personal/carer's leave.

28 WITHHOLDING OF MONIES

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

29 REDUNDANCY

Redundancy is provided for in the NES.

29.1 Redundancy Disputes

29.1.1 Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and any employee representative (if requested by any affected Employee) in good time, with relevant information:

- the reasons for any proposed redundancy;
- the number and categories of Employees likely to be affected; and
- the period over which any proposed redundancies are intended to undertaken.

29.1.2 Where a redundancy dispute arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise

any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the Employees concerned.

29.2 Transfer to lower paid duties

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

29.3 The following redundancy pay scale for an Employee will apply instead of the provisions in the NES:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay*
2 years and less than 3 years	8 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	13 weeks' pay
6 years and less than 7 years	14 weeks' pay
7 years and less than 8 years	15 weeks' pay
8 years and less than 9 years	16 weeks' pay
9 years and less than 10 years	17 weeks' pay
10 years and above	18 weeks' pay

*Weeks' pay means the ordinary time rate of pay for the employee concerned.

For the purposes of this clause continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer.

29.4 Employees with less than one year's continuous employment

The Employer will promptly advise an Employee with less than one year's continuous service of as impending redundancy and will provide reasonable support to such Employees in their endeavours to find suitable alternative employment.

29.5 Employee leaving during notice

An Employee, given notice of termination in circumstances of redundancy may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 29.3 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

29.6 Alternative employment

The Employer, in a particular redundancy case, is not obliged to pay any severance if the Employer obtains acceptable alternative employment for an Employee acceptable to that Employee. This clause does not apply where transmission of business applies.

29.7 Time off during notice period

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

30 LEAVE LOADING

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

30.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of working weeks (excluding paid school holidays and non term time)}}{\text{Number of School's term weeks}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

30.3 An Employee who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.

30.4 An Employer may pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December or to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

31 MEAL ALLOWANCE

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 6 p.m. on any day.

32 FORM GROUP/TUTOR GROUP/CLASSROOM PRIMARY/CLASSROOM KINDERGARTEN TEACHER ALLOWANCE

32.1 An allowance payment of \$1100 per annum will be paid to a full time teacher with the following responsibility:

- o Secondary Teacher with a Form Group or Tutor Group responsibility; or
- o Primary Classroom Teacher with a specific classroom responsibility; or
- o Kindergarten Teacher with responsibility as the main Kindergarten Teacher for a specified cottage.

Employees in these roles are expected to perform administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the

Principal. Over the life of the agreement, these duties and responsibilities will be further developed and improved, to ensure a consistent approach that reflects best practice. The allowance provides payment in full for any additional duties that may be required.

- 32.2 The Principal or his or her delegate will determine needs and allocate staff to these roles as required, prior to the commencement of each school year, or as the need is identified.
- 32.3 If the school determines the need for the role to be shared, the allowance would be shared in a proportionate manner between the employees.
- 32.4 The allowance is linked to the role rather than tied to an individual teacher and paid for the time that the individual is required to perform the duties.
- 32.5 If the school determines the need for the role to be shared, the allowance would be shared in a proportionate manner between the employees.
- 32.6 The allowance is paid upon completion of a full school year in the role. If a staff member takes unpaid or paid leave of 2 weeks (10 work days) or more, or ceases employment during a school year, then payment will be adjusted using the following formula:

$$\frac{\text{Number of school weeks worked}}{\text{Total number of school weeks}} \quad \times \$1100$$

- 32.7 The allowance will not apply for short-term cover of less than two weeks (10 days).

33 CAMP ALLOWANCE

When Teachers or School Assistants are required by the School to accompany students to all camps based at the School's Eildon camp, the following allowance payments will be introduced:

- From 29 Jan 2013 - \$51.50 per night
- From 29 Jan 2014 - \$53.05 per night
- From 29 Jan 2015 - \$54.64 per night

34 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's duties.

35 PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing or reimburse the Employee for cleaning costs incurred.

PART 3 – CONDITIONS OF EMPLOYMENT FOR SPECIFIC EMPLOYEES

36 TEACHERS – SCHOOL TEACHERS AND KINDERGARTEN TEACHERS

The following conditions apply to Teachers and Kindergarten Teachers (referred to as Teachers), unless specifically stated to just apply to one group.

- 36.1 Classifications and Salary

- 36.1.1 Schedule 1A sets out the classification structure, progression through the salary scale and salaries for a Teacher, including a Casual Teacher.
- 36.1.2 Schedule 1B sets out the position of responsibility structure and Schedule 1C sets out the applicable rates of pay.
- 36.1.3 To the extent necessary, the Employer and the Teacher agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months and includes the salary and rates of pay in Schedules 1A and 1C.

36.2 Hours of Work

- 36.2.1 The ordinary hours of work for a Full Time Teacher or Kindergarten Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- 36.2.2 In addition, a Teacher or Kindergarten Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 36.2.3 The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher or Kindergarten Teacher.

36.3 Breaks

- 36.3.1 A Teacher or Kindergarten Teacher will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.
- 36.3.2 Where a Teacher or Kindergarten Teacher employed in an Early Childhood Service is required to remain on the premises during the meal break they will be entitled to a paid meal break of no more than 30 minutes, and no less than 20 minutes no later than five hours after commencing work.

36.4 Non Attendance Time

- 36.4.1 A Teacher or Kindergarten Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are reasonably necessary to enable the proper performance of the Teacher's role within the School. The Teacher's role is defined by the Employer.
- 36.4.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 36.4.3 Where a Teacher or Kindergarten Teacher takes unpaid leave for more than ten (10) working days during Attendance time, the number of weeks of Attendance time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance time during the School Year will be calculated pursuant to the formula in 36.4.4.
- 36.4.4 If a Teacher's or Kindergarten Teacher's employment is terminated or a Teacher or Kindergarten Teacher resigns prior to the end of term 4 in any School Year, or a Teacher or Kindergarten Teacher is employed for part only of a School Year, the Teacher or Kindergarten Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\left\{ \frac{\text{Number of weeks of an Employee's Attendance}}{\text{Total number of term weeks at the School}} \right\} \times \text{Non Attendance Time} - \text{Non Attendance time weeks already taken}$$

36.5 Annual Leave

- 36.5.1 Annual Leave is in accordance with the NES. This clause supplements NES provisions.
- 36.5.2 A Teacher or Kindergarten Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 36.5.3 A Teacher or Kindergarten Teacher must take an amount of annual leave during each of the shutdown periods following the end of Term 1, 2, 3 and 4. The shut down period may differ for individual Teachers or Kindergarten Teachers, depending on work commitments and activities.
- 36.5.4 A Teacher or Kindergarten Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.
- 36.5.5 A Teacher or Kindergarten Teacher will take all accrued annual leave during the shut down period.
- 36.5.6 Notice of Termination
- 36.5.7 Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES.
- 36.6 Notice of termination by Employer
- 36.6.1 Subject to clause 36.7.5, where the Employer wishes to terminate the employment of a Teacher or Kindergarten Teacher (other than a casual), where the Teacher or Kindergarten Teacher has had five or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.
- 36.6.2 Subject to clause 36.7.5, where the Employer wishes to terminate the employment of a Teacher, where the Teacher or Kindergarten Teacher has had six months' continuous service but less than five years' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 36.6.3 Where the Employer wishes to terminate the employment of a Fixed Term Teacher or Kindergarten Teacher, who is replacing another Teacher or Kindergarten Teacher on parental leave, the Employer will give the Fixed Term Teacher 4 weeks' notice if the Teacher or Kindergarten Teacher being replaced provides notice to the Employer pursuant to clause 24 that the Teacher or Kindergarten Teacher being replaced wishes to return from parental leave.
- 36.6.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1A and 1C (if applicable) that a Teacher or Kindergarten Teacher would have received by working during the notice period if the Teacher's or Kindergarten Teacher's employment had not been terminated.
- 36.6.5 The notice periods in this clause do not apply where the Teacher or Kindergarten Teacher is guilty of serious misconduct.
- 36.7 Notice of termination by Teacher or Kindergarten Teacher
- 36.7.1 A Teacher or Kindergarten Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.

37 STATEMENT OF SERVICE

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

- (a) the commencement and cessation dates of employment; and
- (b) for a casual Teacher or Kindergarten Teacher, the number of days worked by the Teacher during the period of employment.

38 JOB SEARCH ENTITLEMENT

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

39 ATTENDANCE AT SCHEDULED MEETINGS

- 39.1.1 In is an expectation that all Teachers or Kindergarten Teachers attend scheduled meetings on their timetabled days.
- 39.1.2 Part time Teachers or Kindergarten Teachers are encouraged to attend scheduled meetings whenever possible and in particular the student free days at the commencement of Terms 1 and 3 and at the end of Term 4. However, it is understood that part time Teachers or Kindergarten Teachers may not always be able to attend on days they do not normally work at the School. When part time Teachers or Kindergarten Teachers are unable to attend, they are required to notify the Head of Section or relevant Coordinator in advance and seek minutes of meetings to ensure they are alert to all matters.
- 39.1.3 In the event of a particular meeting that the school deems essential but is scheduled on a day that a Teacher or Kindergarten Teacher does not normally work at the School, the Head of Section will discuss the circumstances in advance with the teacher, to try and reach a mutually acceptable outcome.

40 SCHOOL ASSISTANTS

40.1 Classifications and Salary

- 40.1.1 Schedule 2A sets out the classification structure for a School Assistant.
- 40.1.2 Schedule 2B sets out the salary scale for a School Assistant entitled to School Holidays.
- 40.1.3 Schedule 2C sets out the salary scale for a School Assistant entitled to four weeks' annual leave.
- 40.1.4 To the extent necessary, the Employer and the School Assistant agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months.

40.2 Hours of Work

- 40.2.1 The ordinary hours of work for a School Assistant are an average of 38 hours per week averaged over a period of 4 weeks.

40.3 Annual Leave

- 40.3.1 Annual Leave is in accordance with the NES. This clause supplements NES provisions.
- 40.3.2 A School Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 40.3.3 A School Assistant must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the School Assistant works.

40.4 School Holidays

- 40.4.1 A School Assistant is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.
- 40.4.2 The salary for a School Assistant in Schedule 2B takes this period of additional leave into account.
- 40.4.3 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

40.4.4 A School Assistant who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right\} - \text{School holidays already paid}$$

40.5 Notice of Termination

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

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

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

40.5.4 In addition to the period of notice specified in 40.5.1, a School Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service, will be entitled to an additional week's notice.

40.5.5 The notice period in 40.5.1 and 40.5.3 does not apply where the School Assistant is guilty of serious misconduct.

40.6 Statement of Service

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

- (a) the commencement and cessation dates of employment; and
- (b) for a casual School Assistant, the number of days worked by the School Assistant during the period of employment.

40.7 Job Search Entitlement

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

40.8 Overtime

The Employer and Employee agree that the School will provide time in lieu or overtime as determined by the school for all authorised work performed above 38 hours per week. This excludes any School Assistants with special arrangements (flexibility agreement) who are already compensated with higher rates of pay or allowances for specific out of hours duties.

Overtime taken as time in lieu during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

40.8.1 Overtime rates

Overtime rates are as follows:

Time worked	overtime rate
Monday-Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that.
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that.
Sunday	200% of the ordinary hourly rate of pay
Public Holidays	250% of the ordinary hourly rate of pay

(a) Overtime will be calculated daily

40.9 Saturday and Sunday Work

A School Assistant required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

- (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
- (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

The penalty rates within this clause and in clause 10.8.1 (overtime) are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

40.10 Make up time

40.10.1 An Employee may elect, with the consent of the Employer, to work make-up time under which an Employee takes time off during ordinary hours, and works those hours at an agreed later time.

41 KINDERGARTEN ASSISTANT

41.1 Classifications and Salary

41.1.1 Schedule 4 sets out the classification structure and salary scale for a Kindergarten Assistant.

41.1.2 To the extent necessary, the Employer and the Kindergarten Assistant agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months.

41.2 Annual Leave

41.2.1 Annual Leave is in accordance with the NES. This clause supplements NES provisions.

41.2.2 A Kindergarten Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

41.2.3 A Kindergarten Assistant must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Kindergarten Assistant works.

41.3 On Call Period

- 41.3.1 A Kindergarten Assistant is entitled to an additional 6 weeks per year on full pay where the Kindergarten Assistant shall be on call and ready, willing and able to perform work during their ordinary hours of required.
- 41.3.2 The School will attempt to operate flexibly and to arrange any such work at a time convenient to the Kindergarten Assistant and will in the first instance consider times that immediately follow the end of a term, or immediately precede the beginning of a term.
- 41.3.3 The School recognises that it is uncommon to require a Kindergarten Assistant to work during the School Holidays and it will not refuse reasonable requests form a Kindergarten Assistant to be unavailable at times during the School Holidays.
- 41.3.4 Unless there are extenuating circumstances, the School will provide reasonable notice to be on call.

41.4 Hours of Work

- 41.4.1 The ordinary hours of work for a Kindergarten Assistant are an average of 38 hours per week averaged over a period of 4 weeks.

41.5 Notice of Termination

- 41.5.1 Where the Employer wishes to terminate the employment of a Kindergarten Assistant, 4 weeks' notice in writing, or full payment in lieu, will be provided to the Kindergarten Assistant.
- 41.5.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 4 that a Kindergarten Assistant would have received by working during the notice period if the Kindergarten Assistant's employment had not been terminated.
- 41.5.3 A Kindergarten Assistant must provide the Employer with a minimum of 4 weeks' notice in writing.
- 41.5.4 In addition to the period of notice specified in 41.5.1, a Kindergarten Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service, will be entitled to an additional week's notice.
- 41.5.5 The notice period in 41.5.1 and 41.5.3 does not apply where the Kindergarten Assistant is guilty of serious misconduct.

41.5.6 Overtime rates

Overtime rates are as follows:

Time worked	overtime rate
Monday-Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that.
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that.
Sunday	200% of the ordinary hourly rate of pay
Public Holidays	250% of the ordinary hourly rate of pay

(b) Overtime will be calculated daily

41.6 Saturday and Sunday Work

A Kindergarten Assistant required to work ordinary time on a Saturday or Sunday will be paid

the ordinary time rate of pay plus a penalty of:

- (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
- (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

The penalty rates within this clause and in clause 41.5.6 (overtime) are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

EXECUTED as an Agreement this 26th day of March 2013.

Signed for and on behalf of:

Penleigh and Essendon Grammar School
ABN 49 006 038 071ACN 006 038 071

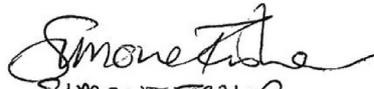

Principal TONY LARKIN

Address

PENLEIGH & ESSENDON
GRAMMAR SCHOOL
P.O. BOX 417
NIDDRIE 3042

Authority to Sign

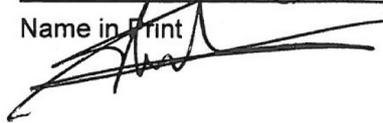
In the presence of


SIMONE FISHER
Witness

Penleigh and Essendon Grammar School
as represented by

THEO VLANTIS (STAFF REPRESENTATIVE)
Name in Print

Authority to Sign



Signature

In the presence of


SIMONE FISHER
Witness

Schedule 1A – Teacher and Kindergarten Teacher classification, progression and rates of pay

A full time Teacher or Kindergarten Teacher will be paid not less than the following annual rate of pay according to classification and years of experience. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

Level	Current Teacher rates	Effective on or after the first pay period from:			
		3% on signing	27-Nov-13 3%*	27-Nov-14 3%*	27-Nov-15 3%*
Level 11	\$85,887	\$88,464	\$91,118	\$93,851	\$96,667
Level 10	\$83,120	\$85,614	\$88,182	\$90,827	\$93,552
Level 9	\$80,353	\$82,764	\$85,246	\$87,804	\$90,438
Level 8	\$77,588	\$79,916	\$82,313	\$84,783	\$87,326
Level 7	\$74,821	\$77,066	\$79,378	\$81,759	\$84,212
Level 6	\$72,056	\$74,218	\$76,444	\$78,738	\$81,100
Level 5	\$69,289	\$71,368	\$73,509	\$75,714	\$77,985
Level 4	\$66,524	\$68,520	\$70,575	\$72,693	\$74,873
Level 3	\$63,757	\$65,670	\$67,640	\$69,669	\$71,759
Level 2	\$60,991	\$62,821	\$64,705	\$66,647	\$68,646
Level 1	\$58,225	\$59,972	\$61,771	\$63,624	\$65,533

**3% increase or 2% margin above comparable DEECD published rates, whichever is the greater.*

1 Application of a margin

- 1.1 The school aims to provide teachers with a 2% margin above comparable DEECD published rates of pay from 27 November 2013.
- 1.2 As the school's sliding scale may differ from the DEECD teacher scale, the school guarantees a 2% margin above comparable DEECD published rates at Level 1 and Level 11.
- 1.3 If the DEECD teacher pay structure changes substantially, and if the parties to the agreement are unable to identify agreed comparable rates, then the school will provide a 3% per annum increase at the anniversary dates set out in the above scale.

2 Teachers' Progression

- 2.1 A Teacher holding Full or Provisional Registration, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and progress to Level 11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- 2.2 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

3 Permission to Teach Teachers' Progression

- 3.1 A Permission to Teach Teacher will be paid not less than Level 1.
- 3.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

4 Casual Teacher rate:

- 4.1 A Casual Teacher will be paid not less than the rates of pay as follows:
- 4.2 A casual teacher working more than 15 consecutive days will be paid at the appropriate salary for the classification specified in Schedule 1A, calculated in accordance with the table below:

Full Day	Half Day	Hourly
\$280	\$140	\$47

- Full day: Weekly rate calculated by dividing the annual teacher rate by 52.18, divided by 5 plus 25%.
- Half day: Weekly rate calculated by dividing the annual rate by 52.18, divided by 10, plus 25%.
- Quarter day: Weekly rate calculated by dividing the annual rate by 52.18, divided by 20, plus 25%.

Schedule 1B – Teacher Position Of Responsibility Structure

- 1.1. A responsibility allowance will be paid to a teacher where the school requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Principal
- 1.2. An allowance is linked to a position of responsibility rather than tied to an individual teacher and paid for the time that the individual is required in the position of responsibility
- 1.3. Positions of responsibility will be made available in accordance with school requirements
- 1.4. The school will advertise all positions of responsibility, except when positions occur at very short notice or are short-term temporary appointments
- 1.5. Position descriptions will be made available to staff as positions are advertised, with the level stated wherever a position of responsibility applies
- 1.6. Responsibility allowances will be determined by level of responsibility undertaken. The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows:

Level 1:

Level 1 is provided for positions of responsibility involving either shared positions of responsibility, or roles with lower levels of coordination or leadership.

Example:

- Subject Coordinator role (small)
- Shared Level 2 role

Level 2:

Level 2 is provided for positions of responsibility such as responsibility for the management of a subject or an administrative, pastoral care or educational leadership position of equivalent status

Example:

- Subject Coordinator (medium)
- P-2 or 3-6 Primary Coordinator
- Assistant Year Level Coordinator
- Shared Level 3 role

Level 3:

Level 3 is provided for positions of significant responsibility such as responsibility for the management of a major department or an administrative, pastoral care or educational leadership position of equivalent status.

Example:

- Year Level Coordinator
- Middle School Coordinator
- Subject Coordinator (large)
- Senior Coordinator
- Deputy Head of Junior School

Schedule 1C – Teacher Position Of Responsibility Rates Of Pay

Position of responsibility allowances

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

Effective on or after the first pay period from:					
	Current rates	3% on signing	3% at 27 Nov 2013	3% at 27 Nov 2014	3% at 27 Nov 2015
Level 3	\$8,061	\$8,303	\$8,552	\$8,808	\$9,073
Level 2	\$4,932	\$5,080	\$5,232	\$5,389	\$5,551
Level 1	\$2,468	\$2,542	\$2,618	\$2,697	\$2,778

Schedule 2A - School Assistant Classifications

Positions for ancillary staff employed in libraries, laboratories, audio-visual duties, and as teacher aides will be classified in accordance with the following criteria.

With the exception of Grade 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as "typical" at each of the grades. A position need not involve all the duties listed as "typical" of the grade nor are the typical duties the only ones which may be required.

Upon engagement, an employer will inform a school assistant of the classification grade and the rate of pay applying to that classification.

Grade 1

Positions

Positions for which qualifications are not required:

- teacher aide/integration aide
- library assistant
- laboratory assistant
- audio visual assistant

Characteristics

It is characteristic of this classification that the school assistant may be required to perform any combination of a wide range of routine functions under reasonably direct supervision but may, after gaining experience, exercise some degree of autonomy and exercise discretion.

Typical duties

The duties of positions at this level may include some or all of the following:

Library Assistant:

Provision of general assistance of a supportive nature for professional and para-professional library staff including:

- processing books (marking, covering, repairing and shelving)
- sorting catalogue cards
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying

Audio-Visual Assistant

Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio and video recording.

Laboratory Assistant

Routine tasks including:

- simple maintenance of equipment and materials
- care of fauna and flora
- setting up less complex experiments such as are typically conducted at years 7-10 general science

- preparation of teaching aids under direction
- preparation of standard solutions

Teacher-Aide/Integration Aide

Provision of general assistance of a supportive nature for teaching staff as directed including:

- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities eg. pupil records, collections etc
- collect and distribute stock and equipment
- assist teachers with care of children on school excursions, sports days, and other out of classroom activities.
- provide support for toileting and basic care to individual students with special needs, as required

Grade 1A

Characteristics

It is characteristic of this classification that the school assistant may be required to perform any combination of a wide range of routine functions under routine supervision but will exercise some degree of autonomy and will exercise discretion.

School Assistants will have at least 5 years of relevant experience and a relevant post-secondary qualification at Certificate III level or above.

Grade 2

Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification, but could also be gained from on the job relevant experience considered equivalent by the employer.

Positions

- library technician
- laboratory technician
- technology technician

Characteristics

It is characteristic of this classification that the school assistant may be required to perform any combination of a wide range of functions under direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.

Typical duties

In addition to some or all Grade 1 duties, the duties of positions at this level may include some or all of the following:

Library Technician

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- under direction, assist teaching staff to take story groups
- searching and identifying fairly complex bibliographic material

- simple copy cataloguing
- filing catalogue cards
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

Technology Technician

Performing responsible tasks associated with the efficient operation of an audio-visual section and supporting IT, including such tasks as:

- operating and maintaining a wide range of AV and IT equipment
- demonstrating and explaining the operation of AV and IT equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc
- evaluating and making recommendations for purchase

Laboratory Technician

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- manufacturing and servicing equipment
- implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- culturing, preparing for use and being responsible to the Head of Department for the security of bacterial, viral or other like substances
- ordering supplies and materials

Grade 3

Positions, the duties of which require, in addition to the knowledge and skills required at Grade 2 level, additional experience or knowledge such as would normally be gained from the completion of an additional year of post-secondary qualification but could also be gained from on the job relevant experience considered equivalent by the employer.

Positions

- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- senior technology technician

Characteristics

It is an essential characteristic of a School Assistant at this classification level that such School Assistant is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of a school assistant classified as a school assistant Grade 1, 1A or 2.

Typical duties

In addition to some duties specified for lower level positions, the duties of positions at this level may include some or all of the following:

Senior Library Technician/Cataloguer

Performing responsible tasks associated with the efficient operation of a library such as:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- in-charge of an identifiable functional unit (eg. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

Senior Technology Technician

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

- production of resource material, eg. multi media kits, video and film clips
- teaching skills to teachers and individual students
- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

Senior Laboratory Technician/Laboratory manager

Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:

- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

Grade 4

Characteristics and duties as for Grade 3, but must be directly supervising at least two full-time staff or at least three staff if any are part-time.

Incremental advancement

Advancement to the next increment within the appropriate Grade will take place on the anniversary of a School Assistant's first appointment or in the case of non-continuous service, after the completion of the equivalent of a school year. A School Assistant employed for 40 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

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

Schedule 2B – School Assistant entitled to school holidays salary scale

School Assistant in receipt of school holidays

A full time School Assistant in receipt of school holidays will be paid not less than the following annual rate of pay according to the classification of the position and years of experience. Positions will be classified in accordance with Schedule 2A. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18:

Effective on or after the first pay period						
Grade	Years of experience	Current rates	3% 27 Nov 2012	3% 27 Nov 2013	3% 27 Nov 2014	3% 27 Nov 2015
1	1	\$39,348	\$40,528	\$41,744	\$42,997	\$44,287
	2	\$40,512	\$41,727	\$42,979	\$44,269	\$45,597
	3	\$41,699	\$42,950	\$44,238	\$45,566	\$46,933
	4	\$42,813	\$44,097	\$45,420	\$46,783	\$48,186
	5	\$44,004	\$45,324	\$46,684	\$48,084	\$49,527
1A	6		\$46,524	\$47,920	\$49,357	\$50,838
2	1	\$46,327	\$47,717	\$49,148	\$50,623	\$52,141
	2	\$47,493	\$48,918	\$50,385	\$51,897	\$53,454
	3	\$48,656	\$50,116	\$51,619	\$53,168	\$54,763
	4	\$49,822	\$51,317	\$52,856	\$54,442	\$56,075
	5	\$50,982	\$52,511	\$54,087	\$55,709	\$57,381
	6	\$52,147	\$53,711	\$55,323	\$56,982	\$58,692
3	1	\$52,147	\$53,711	\$55,323	\$56,982	\$58,692
	2	\$53,541	\$55,147	\$56,802	\$58,506	\$60,261
	3	\$54,951	\$56,600	\$58,298	\$60,046	\$61,848
	4	\$56,363	\$58,054	\$59,796	\$61,589	\$63,437
	5	\$57,756	\$59,489	\$61,273	\$63,112	\$65,005
	6	\$59,155	\$60,930	\$62,758	\$64,640	\$66,579
4	1	\$56,363	\$58,054	\$59,796	\$61,589	\$63,437
	2	\$57,756	\$59,489	\$61,273	\$63,112	\$65,005
	3	\$59,155	\$60,930	\$62,758	\$64,640	\$66,579
	4	\$60,564	\$62,381	\$64,252	\$66,180	\$68,165
	5	\$61,961	\$63,820	\$65,734	\$67,706	\$69,738
	6	\$63,359	\$65,260	\$67,218	\$69,234	\$71,311

A casual School Assistant is paid an hourly rate based on the above rate for “Grade 1, Level 1” divided by 52.18, divided by 38 hours and the following formula:

$$\frac{\text{hours worked}}{38 \text{ hours}} \times \text{hourly rate} \times 1.25 \text{ loading.}$$

Schedule 2C – School Assistant entitled to annual leave**School Assistant in receipt of annual leave**

A full time School Assistant in receipt of annual leave will be paid not less than the following annual rate of pay according to the classification of the position and years of experience. Positions will be classified in accordance with Schedule 2A. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18:

Grade	Years of experience	Current rates	Effective on or after the first pay period			
			3% 27 Nov 2012	3% 27 Nov 2013	3% 27 Nov 2014	3% 27 Nov 2015
1	1	\$46,134	\$47,518	\$48,944	\$50,412	\$51,924
	2	\$47,498	\$48,923	\$50,391	\$51,902	\$53,459
	3	\$48,892	\$50,359	\$51,870	\$53,426	\$55,028
	4	\$50,197	\$51,703	\$53,254	\$54,852	\$56,497
	5	\$51,594	\$53,142	\$54,736	\$56,378	\$58,070
1A	6		\$54,548	\$56,184	\$57,870	\$59,606
2	1	\$54,317	\$55,947	\$57,625	\$59,354	\$61,134
	2	\$55,684	\$57,355	\$59,075	\$60,847	\$62,673
	3	\$57,048	\$58,759	\$60,522	\$62,338	\$64,208
	4	\$58,415	\$60,167	\$61,972	\$63,832	\$65,747
	5	\$59,775	\$61,568	\$63,415	\$65,318	\$67,277
	6	\$61,142	\$62,976	\$64,866	\$66,812	\$68,816
3	1	\$61,142	\$62,976	\$64,866	\$66,812	\$68,816
	2	\$62,775	\$64,658	\$66,598	\$68,596	\$70,654
	3	\$64,428	\$66,361	\$68,352	\$70,402	\$72,514
	4	\$66,085	\$68,068	\$70,110	\$72,213	\$74,379
	5	\$67,718	\$69,750	\$71,842	\$73,997	\$76,217
	6	\$69,358	\$71,439	\$73,582	\$75,789	\$78,063
4	1	\$66,085	\$68,068	\$70,110	\$72,213	\$74,379
	2	\$67,718	\$69,750	\$71,842	\$73,997	\$76,217
	3	\$69,358	\$71,439	\$73,582	\$75,789	\$78,063
	4	\$71,010	\$73,140	\$75,335	\$77,595	\$79,922
	5	\$72,647	\$74,826	\$77,071	\$79,383	\$81,765
	6	\$74,288	\$76,517	\$78,812	\$81,177	\$83,612

Schedule 3 – Kindergarten Teacher classification, progression and rates of pay

A full time Kindergarten Teacher will be paid not less than the following annual rate of pay according to the years of experience. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18

Level	Current rates	Effective on or after the first pay period			
		On signing	27 Nov 2013 3%*	27 Nov 2014 3%*	27 Nov 2015 3%*
Level 11	\$82,595	\$88,464	\$91,118	\$93,851	\$96,667
Level 10	\$79,933	\$85,614	\$88,182	\$90,827	\$93,552
Level 9	\$77,273	\$82,764	\$85,246	\$87,804	\$90,438
Level 8	\$74,614	\$79,916	\$82,313	\$84,783	\$87,326
Level 7	\$71,953	\$77,066	\$79,378	\$81,759	\$84,212
Level 6	\$69,294	\$74,218	\$76,444	\$78,738	\$81,100
Level 5	\$66,632	\$71,368	\$73,509	\$75,714	\$77,985
Level 4	\$63,973	\$68,520	\$70,575	\$72,693	\$74,873
Level 3	\$61,313	\$65,670	\$67,640	\$69,669	\$71,759
Level 2	\$58,652	\$62,821	\$64,705	\$66,647	\$68,646
Level 1	\$55,993	\$59,972	\$61,771	\$63,624	\$65,533

1 Kindergarten Teachers' Progression

- 1.1 A Kindergarten Teacher with a four-year approved training course beyond secondary school and including early childhood teacher training will commence at Level 1 and will progress to Level 11 in annual increments on the anniversary of the Kindergarten Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.
- 1.2 A Kindergarten Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

2 Translation

- 2.1 On 27 November 2012, when the new pay scale is introduced, Kindergarten Teachers at each pay level will translate to the corresponding same levels in the School Teacher pay scale, which will then apply for all future salary increases.

Schedule 4 – Kindergarten Assistant rates of pay

A full time Kindergarten Assistant will be paid not less than the following annual rate of pay according to the years of experience. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

Grade	Years of experience	Effective on or after the first pay period				
		Current rates	3% 27 Nov 2012	3% 27 Nov 2013	3% 27 Nov 2014	3% 27 Nov 2015
1	1	\$39,348	\$40,528	\$41,744	\$42,997	\$44,287
	2	\$40,512	\$41,727	\$42,979	\$44,269	\$45,597
	3	\$41,699	\$42,950	\$44,238	\$45,566	\$46,933
	4	\$42,813	\$44,097	\$45,420	\$46,783	\$48,186
	5	\$44,004	\$45,324	\$46,684	\$48,084	\$49,527
1A	6		\$46,524	\$47,920	\$49,357	\$50,838

A casual Kindergarten Assistant is paid an hourly rate based on “Grade 1, Level 1” divided by 52.18, divided by 38 hours and the following formula:

$$\frac{\text{hours worked}}{38 \text{ hours}} \times \text{hourly rate} \times 1.25 \text{ loading.}$$

Progression to other grades is not automatic and is dependent upon meeting the requirements of the position.

Kindergarten Assistant Classification

Grade 1

Characteristics

It is characteristic of this classification that the Kindergarten Assistant may be required to perform any combination of a wide range of routine functions under reasonably direct supervision but may, after gaining experience, exercise some degree of autonomy and exercise discretion.

Typical duties

The duties of positions at this level may include some or all of the following:

- Assisting in the implementation of the kindergarten program under supervision of the teacher
- Assisting in the implementation of daily care routines
- Being aware of and assisting with the maintenance of health and safety of children in their care
- Understanding and following policies and procedures relating to the kindergarten program
- Preparing food, cleaning and general set up and maintenance of kindergarten program equipment, in accordance with safe and hygienic practices

- Establishing relationships and interacting with children
- Attending to the physical social and emotional needs of children on an individual or group basis

Grade 1A

Characteristics

It is characteristic of this classification that the Kindergarten Assistant may be required to perform any combination of a wide range of routine functions under routine supervision but will exercise some degree of autonomy and will exercise discretion.

Kindergarten Assistants will have at least 5 years of relevant experience and are required to hold a relevant post-secondary qualification at Certificate III level or above.