



# DECISION

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

**Presbyterian Ladies' College**  
(AG2015/3811)

## **PRESBYTERIAN LADIES' COLLEGE GENERAL STAFF AGREEMENT 2015**

Educational services

COMMISSIONER BISSETT

MELBOURNE, 28 JULY 2015

*Application for approval of the Presbyterian Ladies' College General Staff Agreement 2015.*

[1] An application has been made for approval of an enterprise agreement known as the *Presbyterian Ladies' College General Staff Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Presbyterian Ladies' College. The agreement is a single-enterprise agreement.

[2] In accordance with s.190 of the Act I sought an undertaking from the employer with respect to the Agreement. I have accepted the undertaking provided.

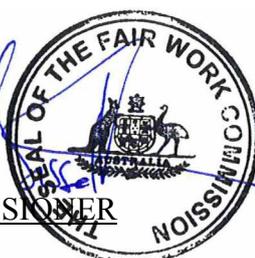
[3] In accordance with s.191(1) of the Act the undertaking is taken to be a term of the Agreement. A copy of the undertaking is attached as an annexure to this decision.

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

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

[6] The Agreement is approved and, in accordance with s.54(1) of the Act, will operate from 4 August 2015. The nominal expiry date of the Agreement is 31 December 2018.

  
COMMISSIONER

The seal of the Fair Work Commission is circular. It features the Australian coat of arms in the center, with the words 'SEAL OF THE FAIR WORK COMMISSION' around the top inner edge and 'AUSTRALIA' at the bottom. The word 'COMMISSIONER' is written below the seal, and the name 'BISSETT' is written in blue ink across the seal.

**Annexure**



Commissioner Bissett  
Fair Work Commission  
11 Exhibition Street, Melbourne Victoria 3000  
GPO Box 1994, Melbourne Victoria 3001

Via email: [chambers.bissett.c@fwc.gov.au](mailto:chambers.bissett.c@fwc.gov.au)

23 July 2015

Dear Commissioner Bissett

**Re: AG2015/3811 - Application for approval of the Presbyterian Ladies' College General Staff Agreement 2015 - 2018**

I refer to the email sent in relation to clause 8.5(a) of the proposed Presbyterian Ladies' College General Staff Agreement 2015 – 2018 (the Agreement) in relation to Agreement Flexibility, which states:

“8.5 The Employer or Employee may terminate the individual flexibility arrangement:  
(a) by giving 8 weeks written notice to the other party to the arrangement.”

You have advised that Section 203(6)(a) of the Fair Work Act 2009 (the Act) requires that a flexibility term must require that it be able to be terminated by giving 28 days' notice (or at any time if they agree in writing). In this respect the term of the Agreement appears to breach the provision of the Act.

Presbyterian Ladies' College hereby undertakes that the arrangement entered into in accordance with clause 8 of the Agreement may be terminated by giving 28 days written notice to the other party or at any other time if the parties agree in writing.

Yours sincerely

Hamish Blair  
Business Manager

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# Presbyterian Ladies' College General Staff Agreement 2015 – 2018

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## Part 1—Application and Operation

### 1. Title

This Agreement is to be known as the Presbyterian Ladies' College General Staff Agreement 2015 (the Agreement) and is a Single Enterprise Agreement made pursuant to s.172 (2) of the Fair Work Act 2009 (Cth) (Act).

### 2. Commencement and period of operation

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

2.2 The nominal expiry date of the Agreement is 31 December 2018.

### 3. Definitions and interpretation

Act	means Fair Work Act 2009 (Cth) or its successor
Award	means the Educational Services (Schools) General Staff Award 2010 or its successor
Casual Employee	means an employee engaged and paid as such.
College	means the Presbyterian Ladies' College ABN 16 005 650 386
Employee	means a person employed as a General Staff Member and covered by this Agreement
Employer	means the Presbyterian Ladies' College ABN 16 005 650 386
FWC	means the Fair Work Commission or its successor
General Staff	means an Employee of the College providing principal duties in the following areas: <ul style="list-style-type: none"><li>• Administration Services (supporting the functional areas of business operations, including but not limited to clerical,</li></ul>

	<p>administration, finance, development, archives, heritage centre, admissions, information technology, and information management)</p> <ul style="list-style-type: none"> <li>• Boarding Services (supporting the operation of the boarding house in relation to the supervision of students)</li> <li>• Early Learning Services (working with children in the early learning centre (including child care) for pre-primary aged children)</li> <li>• Education Services (supporting teachers and individual students or groups of students in a primary or secondary classroom; supporting the operation of curriculum-related services (library, laboratory, audio-visual, aquatic centre)</li> <li>• Facilities Services (supporting other services of the College, including grounds, maintenance, caretaking, retailing (uniform shop), printing, bus driving, catering)</li> <li>• Music Tutoring Services (supporting the College's music program by conducting music groups, ensembles and choirs, and providing instruction to students learning musical instruments)</li> <li>• Nursing Services (a registered nurse and employed as such)</li> <li>• School Officers – Administration Services Employees engaged prior to the commencement date of this Agreement under the Presbyterian Ladies College (School Officers) Employee Collective Agreement 2006</li> </ul>
<p>Immediate family</p>	<p>means</p> <ul style="list-style-type: none"> <li>• a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or</li> <li>• a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee,</li> </ul> <p>where:</p> <ul style="list-style-type: none"> <li>• a de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes)</li> <li>• a child means an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee's spouse or de facto partner</li> </ul>

LSL Act	means the Long Service Leave Act 1992 (Vic) or its successor
NES	means the National Employment Standards as contained in Part 2-2 of the Fair Work Act 2009 (Cth) or its successor
Non-term week	means weeks in the School year other than term weeks
Ongoing Employee	means a part-time or full-time Employee who is not employed as a casual Employee or a fixed term Employee
Principal	means the Principal of Presbyterian Ladies' College or their nominee
Registered Medical Practitioner	means a person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia
School year	means the period of 12 months commencing from the day the Employees are required to attend the College for the new educational year or the calendar year, as determined by the College, and includes term weeks and non-term weeks
Term weeks	means the weeks in the School year that students are required to attend the College and designated student-free days (staff days) as set out in the College calendar and published annually
WIRC Act	means the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) or its successor

#### **4. Coverage**

##### **4.1 This Agreement covers:**

- (a) the Employer;
- (b) the Employees employed as General Staff Employees, as defined in accordance with cl.3 – Definitions.

##### **4.2 This Agreement does not cover:**

- (a) a Principal;
- (b) a Deputy Principal by whatever name called;

- (c) a Bursar or Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer;
- (d) casual instrumental music tutors;
- (e) sports coaches;
- (f) trainees;
- (g) apprentices; and
- (h) any Employee who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the Fair Work Regulations 2009 (Cth) from time to time.

## **5. Relationship to Awards**

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to Employees covered by this Agreement.

## **6. No extra claims**

The Employer and Employees agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in full and final settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made during the currency of this Agreement.

## **7. The National Employment Standards**

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

## **8. Agreement flexibility**

- 8.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - (a) the Agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed; and
    - (ii) allowances; and
  - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in cl.8.1(a);

- (c) the arrangement is genuinely agreed to by the Employer and Employee. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the Employer.

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

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

**8.3** The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) 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 8 weeks' written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing — at any time.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause are not met, then the agreement may be terminated by either the Employee or the Employer, giving written notice of not more than 28 days (see s.145 of the Fair Work Act 2009 (Cth)).

**8.6** If the Employer and the Employee meet to discuss an individual flexibility arrangement, the Employee may be accompanied by a representative of the Employee's choice.

## **Part 2—Consultation and Dispute Resolution**

### **9. Consultation**

**9.1** This clause applies if the Employer:

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

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

### **Consultation regarding major workplace change**

**9.2** For a major change referred to in cl.9.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) cl.9.3 to 9.9 apply.

**9.3** The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

**9.4** If:

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

the Employer must recognise the representative.

**9.5** As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees.

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

- 9.7** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.8** If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl.9.2(a) and cll.9.3 and 9.5 are taken not to apply.
- 9.9** In this clause, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

**Consultation about changes to regular roster or hours of work**

**9.10** For a change referred to in cl.9.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) cll.9.11 to 9.15 apply.

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

**9.12** If:

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

the Employer must recognise the representative.

**9.13** The Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion, provide to the relevant Employees:
  - (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and

- (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
- (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

**9.16** For the purposes of cl.9.11 to cl.9.15, the Employer's educational timetable in respect of academic classes and student activities, which:

- (a) may operate on a term, semester, or a School year basis, and
- (b) ordinarily changes between one period of operation and the next, and
- (c) may change during the period of operation,

is not a regular roster.

**9.17** However, where a change to the Employer's educational timetable directly results in a change:

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

then cl.9.11 to cl.9.15 will apply.

## **10. Dispute resolution**

**10.1** If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the NES,

this clause sets out procedures to settle the dispute.

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

**10.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

**10.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

**10.5** The FWC may deal with the dispute in two stages:

- (a) the FWC will first attempt to resolve the dispute using one of more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

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

**10.6** In limiting the operation of cl.10.5, if the dispute is about any matter not relating to the NES, both parties will need to consent prior to arbitration. Provided the steps in cl.10.3 and 10.5(a) have been applied, neither party will unreasonably withhold consent.

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

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) the Occupational Health and Safety Act 2004 (Vic) would not permit the work to be performed; or
  - (iii) the work is not appropriate for the Employee to perform; or
  - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

**10.8** The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause, save for any appeal rights.

## **11. General Staff consultative committee**

- 11.1** It is acknowledged that the overall purpose of consultation is to provide an environment for communication about matters that affect Employees and in doing so, establish a consultative mechanism to support communication.
- 11.2** A General Staff Consultative Committee (GSC Committee) shall be established, comprising the Principal or the Principal's nominee, the Business Manager or the Business Manager's nominee and up to four General Staff Employee representatives elected by the General Staff Employees employed pursuant to this Agreement.
- 11.3** The GSC Committee may make recommendations to the Principal in respect of the matters of relevance to General Staff Employees.
- 11.4** The GSC Committee acknowledges that the final decision making remains the prerogative of the Board, as exercised through the Principal of the College.
- 11.5** The appointed and elected members of the GSC Committee shall establish in writing the
- (a) role and functions of the GSC Committee;
  - (b) the processes associated with calling a meeting, which may be at the request of the Principal or not less than two elected members of the GSC Committee;
  - (c) the number of meetings to be scheduled during a school year, but at most one meeting per term, unless members agree unanimously to additional meetings;
  - (d) administrative processes such as the development of agendas, notice of meetings, timing of meetings, preparation and circulation of meeting notes, confidentiality requirements, etc.,
  - (e) mechanisms for feedback to other Employees.

## **Part 3— Types of Employment and Related Matters**

### **12. Types of employment**

- 12.1** Employees will be employed in one of the following categories:
- (a) full-time employment;
  - (b) part-time employment; or
  - (c) casual employment.
- 12.2** At the time of engagement, the Employer will inform each Employee whether they are employed on a full-time, part-time or casual basis and the Employee's classification and salary applicable on commencement.

### **Full-time employment**

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 14 – Ordinary hours of work, except that a full-time Employee engaged as a School Officer prior to the date of commencement of this Agreement in accordance with Schedule D – Conditions and Salaries for School Officers is engaged to work 35 hours per week or an average of 35 hours per week.

### **Part-time employment**

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full School Year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the Employee will work, the number of weeks of the School year the Employee will work and starting and finishing times each day.
- (e) The terms of the agreement in cl.12.2(d) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

### **Casual employment**

- (f) A casual Employee is an Employee engaged as such.
- (g) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.
- (h) A casual Employee will be engaged and paid for a minimum of two hours for each engagement. Except that an Employee working as a crossing supervisor or a preschool/childcare services employee working in an out of school hours care program may satisfy the two hour minimum by working one hour before school and one hour after school on the same day.
- (i) A casual Employee is not entitled to any of the following benefits under this Agreement:
  - (i) notice of termination of employment;
  - (ii) redundancy;
  - (iii) remuneration packaging;
  - (iv) annual leave;
  - (v) annual leave loading;

- (vi) public holidays (but is entitled to penalty loading for work performed on a public holiday);
- (vii) paid personal leave;
- (viii) paid compassionate leave;
- (ix) paid parental leave; and
- (x) accident pay.

### **13. Minimum employment period**

- 13.1** An Employee's employment is contingent upon the satisfactory completion of a six month 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 comply with any due process, performance or conduct management policies or procedures in place from time to time.
- 13.3** If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to two weeks' notice or payment 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 the same notice required of the Employer in cl.13.3 above.

### **14. Ordinary hours of work**

- 14.1** The ordinary hours of work for an Employee who is not employed under a leave without pay arrangement pursuant to cl.32 - Leave without pay during non-term weeks may be averaged over a period of four weeks, except that averaging may be over a School Year for a Boarding Services Employee, an Educational Services Employee employed in the position of an AV Technician or a Facilities Services Employee employed in the position of a Caretaker or by agreement with an Employee.
- 14.2** The ordinary hours of work, which are 38 per week for a full-time Employee, may be worked on 10 days out of every 14 day cycle and may be worked as follows:
  - (a) On any day from Monday to Friday between 8.00 am and 6.00 pm for Administration Services Employees (except Employees engaged as School Officers prior to the commencement of this Agreement in accordance with Schedule C – Conditions and Salaries for School Officers);
  - (b) On any day from Monday to Friday between 7.30 am and 6.30 pm for Education Services Employees;
  - (c) On any day from Monday to Friday between 7.00 am and 7.00 pm for Early Learning Services Employees;

- (d) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 7.00 am and 1.00 pm for Facilities Services Employees, except that, in Summer, the hours worked by Facilities Services Employees (engaged in the provision of grounds services) are between 5.30 am and 5.30 pm on Monday to Friday and 6.30 am and 12.30 pm on Saturday;
- (e) On any day from Monday to Saturday between 7.30 am and 7.30 pm for Music Tutoring Employees;
- (f) On any day from Monday to Friday between 6.30 am and 6.30 pm for Nursing Services Employees; and
- (g) On any day from Monday to Sunday between 6.30 am and 6.30 pm for Boarding Services Employees.

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

**14.4** A Boarding Services Employee's and an Education Services Employee's (AV Technician) hours of work may be averaged over a period of up to 12 months. Where a Boarding Services Employee's and an Education Services Employee's (AV Technician) hours of work are averaged over a period of 12 months, the Employee will be paid the applicable annual rate in cl.36 – Salaries for all weeks of the year, excluding periods of unpaid leave provided for in this Agreement or the NES, and clauses 32—Leave without pay during non-term weeks, 16—Rostered days off, 17—Shiftwork, 18—Penalty rates and 19—Overtime will not apply.

**14.5** The Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause on days where the part-time Employee is contracted to work or by agreement with the Employee.

(a) Where the part-time Employee's hours are averaged:

- (i) the part-time Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in cl.14.2, do not result in the Employee working more than eight hours on that day, and do not result in the part-time Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
- (ii) in all other cases the part-time Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

(b) Where the part-time Employee's hours are not averaged:

- (i) the part-time Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in cl.14.2 and do not result in the Employee working more than eight hours on that day; and
- (ii) in all other cases the part-time Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

- (c) Where additional hours are worked on a day the part-time Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (d) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

### **Breaks between periods of duty**

- (e) With the exception of the arrangements in cl.14.6(c), an Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (f) With the exception of the arrangements in cl.14.6(c), where the Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (g) The exception to cl.14.6(a) and 14.6(b) is that a Boarding Services Employee may agree to a minimum break of 8 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (h) The entitlements in cl.14.5(e) and 14.6 (f) and, where applicable, cl.14.6 (c) do not apply to:
  - (i) a Boarding Services Employee, where the periods of duty are concurrent with a sleepover (i.e., the period of duty commences on one day and is completed the following morning, with a sleepover occurring in between);
  - (ii) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
  - (iii) an Employee who is attending a school camp or excursion; or
  - (iv) an Employee working a broken shift.

## **15. Breaks**

### **Meal break**

- (a) An Employee who is employed to work five or more hours on a day is entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes, as determined by the Employer after consultation with the employee. The unpaid meal break commences no later than five hours after commencing work on that day.
- (b) An exception to cl.15(a) is that where a Boarding Services Employee is required to supervise students during the evening meal in the boarding house, the Boarding Services Employee is entitled to take a meal with the students, which will be regarded as a paid 30-minute meal break.

## **Rest break**

- (c) At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10-minute rest breaks.
- (d) Instead of cl. 15(c), an Employee employed as an Education Services Employee, who is entitled to two rest breaks on a day of work, is entitled to one rest break of 20 minutes, which will be counted as time worked.

## **16. Rostered days off**

### **Application**

- (a) This clause only applies to Ongoing Employees who are full-time with five (5) weeks annual leave.
- (b) The Employer and Employee in the category of Administrative Services and classified at Level 5 or below may agree that the ordinary hours of work provided by cl.14-Ordinary hours of work will be worked over 19 days in each four-week period, in which case the provisions in cl.0 will apply.
- (c) An Employee classified at Level 5 or below who is:
  - (i) categorised as a Facilities Services Employee who is employed in the categories of grounds, maintenance and caretaking functions only; or
  - (ii) categorised as an Early Learning Services Employee,is entitled to work the ordinary hours of work provided by cl.14-Ordinary hours of work over 19 days in each four-week period, in which case the provisions in cl.0 will apply.
- (d) An Employee first employed after the commencement date of this Agreement, employed at Level 6 and above as a Facilities Services Employee, who is employed in the categories of grounds, maintenance and caretaking functions only, or as an Early Learning Services Employee, may apply to the Employer for RDOs.
- (e) At the time of commencement of this Agreement, where an Ongoing, full-time Facilities Services Employee, who is employed in the categories of grounds, maintenance and caretaking functions only, or an Ongoing, full-time Early Learning Services Employee, has agreed with the Employer to vary their ordinary hours of work such that they have a rostered days off arrangement, the arrangement is preserved for full-time employment, unless the Employer and Employee agree to discontinue the arrangement.

### **Arrangement**

- (f) The Employee will work 152 hours over 19 days in each four week period with one rostered day off (RDO) on full pay in each such period.

- (g) An Employee will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take RDOs.
- (h) For the purpose of accruing an entitlement under cl.(a), each day of the following forms of paid leave taken by an Employee during any cycle of four weeks will be regarded as a day worked:
  - (i) personal/carer's leave;
  - (ii) annual leave; and
  - (iii) compassionate leave.
- (i) Where an Employee takes a day for one of the following reasons during any cycle of four weeks, the day will not be regarded as a day worked for the purpose of accruing an entitlement under cl.16(f):
  - (i) long service leave;
  - (ii) public holiday;
  - (iii) community service leave;
  - (iv) parental leave (paid or unpaid);
  - (v) leave without pay;
  - (vi) workers' compensation, including where the Employee is in receipt of accident pay; and
  - (vii) stand-down (paid or unpaid).
- (j) RDOs will not be regarded as part of the Employee's annual leave for any purpose.
- (k) An Employee will not be entitled to earn more than 12 RDOs in any 12 months of consecutive employment.
- (l) An Employee who is scheduled to take an RDO before having worked a complete four-week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with cl.16(f).
- (m) An Employee whose employment is terminated in the course of a four-week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with cl.16(f).
- (n) The taking of RDOs will be determined by mutual agreement between the Employer and the Employee, having regards to the needs of the place of employment.
- (o) As an Employee is required to take RDOs on a regular basis, accrual of more than three RDOs in aggregate will need to be approved by the Business Manager/Head of Early Learning (as appropriate).

## **17. Shiftwork**

### **Application**

This clause does not apply to:

- (a) a Facilities Services Employee who is employed in the position of caretaker, who is provided with accommodation and an allowance for utilities' or
- (b) a Boarding Services Employee, who works averaged hours in accordance with cl.14.4 of this Agreement.

### **Ordinary hours for shiftwork**

The ordinary hours for shiftwork will:

- (c) be worked continuously each shift (except for broken shifts and meal breaks);
- (d) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (e) be rostered in accordance with cl.0.

### **Definitions**

The following shift definitions apply:

- (f) day shift is a shift which commences and ceases wholly within the spread of ordinary hours identified in cl.14 – Ordinary hours of work;
- (g) afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in cl. 14 – Ordinary hours of work and at or before midnight;
- (h) night shift is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

### **Broken shifts**

- (i) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (j) An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (k) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.
- (l) The provisions of cl.17(k) do not apply to a Boarding Services Employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the Employee for their exclusive use for 52 weeks of the year, at no cost to the Employee.

## **Rostering**

- (m) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least:
  - (i) for Boarding Supervision Employees, fourteen days of term time before the commencement of the roster period; and
  - (ii) for all other staff, at least fourteen days before the commencement of the roster period.
- (n) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with cl.18—Penalty rates.
- (o) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (p) Notwithstanding cl.17(o) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (q) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

## **18. Penalty rates**

### **Application**

This clause does not apply to:

- (a) a Facilities Services Employee in the position of a caretaker, who is provided with accommodation and an allowance for utilities; or
- (b) a Boarding Services Employee, who works averaged hours in accordance with cl.14.4 of this Agreement.

### **Shiftwork**

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

### **Saturday and Sunday work**

- (c) An Employee other than an Employee covered by cl.18(d) 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.

(d) Except that a Boarding Services Employee who is not working averaged hours in accordance with the provisions of cl.14.4, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

**18.2** The penalty rates within this clause and in cl. 19 — 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.

## **19. Overtime**

### **Overtime rates**

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

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) Except that a Nursing Services Employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.

(c) Overtime will be calculated daily.

### **Time off instead of overtime payment**

(d) The Employer and an Employee may agree that an Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.

(e) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

(f) Where an Employee and the Employer have agreed to time off instead of overtime payment under cl.19(d) and such time has not been taken:

(i) within four weeks of accrual; or

(ii) during the non-term weeks agreed in writing between an Employee and an Employer;

the Employer must, if requested by an Employee, provide payment for any overtime worked.

### **Make-up time**

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

## **20. Performance and conduct management**

### **20.1 Application**

This clause will not apply within the minimum employment period under cl. 13 – Minimum employment period or to a casual Employee.

### **20.2 Performance Management**

- (a) Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
- (b) A formal performance management procedure will commence with the Employer advising the Employee in writing of:
  - (i) the Employer's concerns with the Employee's performance;
  - (ii) the time, date and place of the first formal meeting to discuss the Employee's performance;
  - (iii) the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance;
  - (iv) the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.
- (c) Formal performance management meetings will:
  - (i) include discussion of the Employer's concerns with the Employee's performance;
  - (ii) give the Employee an opportunity to respond to the Employer's concerns;
  - (iii) include discussion of any counselling or assistance, where appropriate, available to the Employee;
  - (iv) include documentation, where appropriate;
  - (v) set periods of review, as appropriate.
- (d) If, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

### **20.3 Conduct Management**

- (a) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- (b) The Employer will advise the Employee in writing of:
  - (i) the Employer's concern with the Employee's conduct;
  - (ii) the time, date and place of the meeting to discuss the Employee's conduct;
  - (iii) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
  - (iv) the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.
- (c) The formal conduct management meeting(s) will:
  - (i) include discussion of the Employer's concern with the Employee's conduct;
  - (ii) give the Employee an opportunity to respond to the Employer's concerns.
- (d) Concerns with an Employee's conduct may be resolved by:
  - (i) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
  - (ii) issuing the Employee with a warning or a final warning in writing;
  - (iii) terminating the employment of the Employee in accordance with the relevant notice provision; or
  - (iv) other action, appropriate to the situation.

## **21. Termination of employment**

**21.1** Notice of termination is provided for in the NES.

### **Notice period**

- (a) If the Employer is to terminate the employment of an Employee, the Employee is entitled to a notice period, or payment in lieu of notice, of four weeks.
- (b) An Employee who has completed five years of continuous employment at the College and is over the age of 45 years is entitled to an additional week of notice.

The notice of termination required to be given by the Employer in cl.0 is the same as that required of an Employee except that there is no requirement upon the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice, the Employer may withhold from any monies due to the Employee on termination 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.

## Job search entitlement

Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off per fortnight of the notice period 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.

## 22. Redundancy

**22.1** Redundancy pay is provided for in the NES. This clause provides for ancillary benefits.

**22.2** The Employer will pay an Employee whose position of employment is made redundant redundancy pay in accordance with the following scale:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	8 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and less than 8 years	16 weeks
8 years and over	2 weeks' pay for each year of service up to a maximum of 30 weeks

If the Employee is 45 years of age or over when made redundant, redundancy pay will be in accordance with the following scale:

Period of Continuous Service	Redundancy Pay
------------------------------	----------------

Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	10 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and less than 8 years	20 weeks
8 years and over	2.5 weeks' pay for each year of service up to a maximum of 37.5 weeks

### **Transfer to lower paid duties**

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

### **Employee leaving during notice period**

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the NES period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **Job search entitlement**

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.
- (b) 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 provide reasonable evidence of attendance at an interview or the Employee will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of cl.21.4.

### **Interaction of this clause with clause 21 – Termination of employment**

Where an Employee's employment is terminated on the grounds of redundancy, the Employee will be entitled to the notice period in cl. 0.

[deleted]

## **Part 4—Leave and Holidays**

### **23. Annual leave**

**23.1** Annual leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

#### **Entitlement**

- (a) Subject to the exceptions in cl.23.1(b), from 1 February 2015, a full-time Employee, other than an Employee to whom cl.23.2(b) applies, is entitled to five weeks' annual leave for each year of service, which is inclusive of:
- (i) the mandated shut down following Term 4 for the Christmas/New Year break;
  - (ii) two gazetted shut down days, being:
    - the Monday of the mid-term break in August for all Employees other than Early Learning Services Employees, for whom the day will be either the Tuesday after Easter or the Thursday before Easter as determined by the Employer and advised in accordance with cl.23.2; and
    - the Monday before Melbourne Cup Day for all Employees.
- (b) An Employee employed as a School Officer prior to the commencement of this Agreement is entitled to annual leave in accordance with Schedule C - Conditions and Salaries for School Officers.

## **23.2 Notification of term dates and College closure**

The Employer will provide written notice of the days that the College will be closed following Term 4 of that School Year and the Term Weeks, including Term Weeks for the operation of the boarding house, for the following School Year by 30 June of each School Year. The notice will confirm the Term Weeks in cl.23.1(a)(i) and 23.1(a)(ii) or specify alternative days.

## **23.3 Using annual leave**

- (a) Where an Employee does not have entitlement to paid leave, annual leave taken under cl.23.1(a) will be taken as leave without pay.
- (b) By agreement with an individual Employee, the Employer will provide an alternative day or days to those specified in cl.23.1(a), where work requirements necessitate the Employee's attendance at work.

## **23.4 Timing of annual leave**

The Employer may require an Employee engaged with an entitlement to five weeks' annual leave to take annual leave during non-term weeks. An Employee with an entitlement to more than five weeks annual leave, or to leave without pay under cl.32 are required to take annual leave during non-term weeks.

## **23.5 Crediting of annual leave**

The Employer may allow an Employee to take annual leave either wholly or partly before the leave has accrued. Where paid leave has been granted in excess of the Employee's accrued entitlement, and the Employee's employment subsequently terminates, the Employer is entitled to deduct the amount of leave provided in advance from any entitlements payable to the Employee upon termination of employment.

## **23.6 Annual leave loading**

- (a) This clause provides for enterprise specific details and supplements the NES that deals with annual leave.
- (b) An Employee who has served throughout the year is entitled to an annual leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:
  - (i) as a lump sum with the December salary payment; or
  - (ii) on the termination of employment by either the Employer or the Employee.
- (c) Annual leave loading is to be calculated using the following formula:

$$[\text{weekly salary} \times 4 \text{ weeks} \times 17.5\%]$$

which is adjusted for the proportion of the year worked where the Employee has worked for part only of the year.

## **24. Personal/carer's leave**

- 24.1** Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 24.2** An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick leave and carer's leave.
- 24.3** For a full-time Employee, the personal/carer's leave entitlement equates to 15 days per year of service from 1 February 2015. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on the Employee's ordinary hours of work. Personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work.
- 24.4** Where a full-time Employee requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual as follows:
- (a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, and
  - (b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,
- provided that the notice and evidentiary requirements are met.
- 24.5** Paid sick leave is taken due to a personal illness or injury.
- 24.6** 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.
- 24.7** 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.
- 24.8** 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.

### **24.9 Notice and evidentiary requirements**

- (a) 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.
- (b) An Employee is entitled to personal/carer's leave provided that:

- (i) the Employee produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Employer for any absence of more than two consecutive days;
- (ii) the Employee provides a medical certificate from a Registered 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 a term (where the Employee works term weeks only) which would not otherwise require the provision of a evidence;
- (iii) the Employee produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

## **25. Compassionate leave**

- 25.1** Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 25.2** 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 up to two (2) days' paid leave when the Employee's Immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
- 25.3** Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
- 25.4** The Employer may require the Employee to provide reasonable evidence of the illness, injury or death.

## **26. Community service leave**

**26.1** Community service leave is provided for in the NES.

### **26.2 Jury service leave**

- (a) An Employee 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 requirements to attend of jury service and an estimate of the duration of the absence from duty.
- (d) An Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payment/s made by the Court Authorities with respect to jury service.

- (e) Subject to cl.26.2(b) to 26.2(e) of this clause, the Employer will continue to pay the Employee granted leave pursuant to cl.26.2(a) the Employee's full salary, unless the Employee is a casual or fixed term Employee (as the Employee may not still be employed at the time the jury service finishes). The Employer may require the Employee to reimburse the Employer an amount equal to the amount paid in respect of the Employee's attendance for such jury service.

## **27. Public holidays**

**27.1** Public holidays are provided for in the NES.

### **Payment for work on a public holiday**

An Employee required to work on a public holiday will be paid at the rate of 250 per cent 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 will be paid at the ordinary time rate of pay for work on the public holiday.

### **Substitution of public holidays**

- (a) The Employer and an individual Employee may agree on the substitution of a day or a part-day for a day or part-day that would otherwise be a public holiday.
- (b) The Employer and a majority of Employees or the majority of Employees working in a particular area of the College may agree on the substitution of a day or a part-day for a day or a part-day that would otherwise be a public holiday. In such circumstances, the substituted day or part-day is the public holiday for all Employees or the Employees working in a particular area of the College.

## **28. Long service leave**

**28.1** Long service leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

**28.2** Schedule G - Long service leave specifies the entitlement to long service leave under the NES.

**28.3** Prior to the commencement of this Agreement, an Employee may have had an entitlement to a lesser long service leave entitlement, which is not affected by this clause. From 1 February 2015, an Employee is entitled to thirteen (13) weeks' long service leave upon the completion of ten (10) years of continuous employment.

**28.4** Subject to cl.28.5 hereof, an Employee may apply to take pro rata long service leave after the completion of seven (7) years of continuous employment.

**28.5** Accrued long service leave will be paid in lieu where an Employee's employment terminates after completing seven (7) years of continuous employment.

**28.6** 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.

**28.7** 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. For an Employee, where the NES provides long service leave solely in accordance with the LSL Act, the long service leave entitlement under this clause, in terms of the number of weeks and the payment for those weeks calculated in accordance with the LSL Act, will not be less than the entitlement specified by the LSL Act.

#### **Illness during long service leave**

- (a) Subject to the production of a supporting medical certificate from a Registered Medical Practitioner, an Employee, who becomes ill whilst on long service leave, is entitled to have the period of illness treated as personal leave but only to the extent that the Employee is entitled to personal leave.
- (b) Subject to cl.28.7(a) the Employee's long service leave will be extended by the period of illness provided that the Employer and the Employee agree.
- (c) An exception to cl.28.7(b) is that the Employer and the Employee may agree that the Employee will return from long service leave as planned with the period of illness being re-credited to the Employee's accrued long service leave entitlement.

#### **28.8 Timing and taking of long service leave**

- (a) The initial entitlement to long service leave falls due for taking upon the completion of ten (10) years of continuous employment and the subsequent entitlement to long service leave falls due for taking upon the completion of each subsequent five years of continuous employment. An Employee is entitled to take the initial entitlement and each subsequent entitlement in full, ordinarily within 24 months of each entitlement falling due.
- (b) Where an Employee applies to take less than the initial entitlement in full, the period of long service leave to be taken will usually be for not less than one full term. An Employee who takes less than the initial entitlement in full will ordinarily take not less than one full term of long service leave within 24 months of the completion of each period of 10 years of continuous employment. Under this clause, a full term is defined to be at least nine (9) weeks. An Employee may request a period of long service leave shorter than a term, which will be considered by the Principal on a case-by-case basis, taking into account the needs of the Employee and the College.
- (c) The timing of taking of long service leave will be negotiated between the Principal and the Employee for mutual advantage.
- (d) Notwithstanding cl.28.8(b), ordinarily, provided that one full term of long service leave has already been taken or is planned to be taken in accordance with cl. 28.8(b), an application for long service leave of less than one full term may be granted at the discretion of the Principal.
- (e) Where an Employee has not accrued sufficient leave to cover a full term, the Employer may grant a period of leave without pay in conjunction with the period

of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Employer.

### **28.9 Long service leave at half pay**

- (a) An Employee may request an amount of long serviced leave -
  - (i) twice as long as the amount to which the Employee would otherwise be entitled; and
  - (ii) at a rate of pay equal to half the Employee's ordinary pay;provided that the Employee takes not less than one full term of long service leave over two consecutive terms.
- (b) The Employer must grant a request under cl.28.9(a) if it is reasonable to do so having regard to the needs of the Employee and the needs of the Employer's business.
- (c) Notwithstanding cl.28.9(a) and 28.9(b), an application for long service leave for less than two consecutive full terms at half pay may be granted at the discretion of the Principal where there are special circumstances.

## **29. Parental leave**

**29.1** Parental leave is provided for in the NES at Division 5, Sections 67 to 85, except where this Agreement provides supplementary or ancillary terms.

### **Definition**

For the purpose of this clause:

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

### **Increase in entitlements**

- (a) An Employee is entitled to take up to 24 months' unpaid parental leave, where the Employee has or will have responsibility for the care of a child. The 24-month period of unpaid leave is an automatic entitlement and represents the period of leave available to an employee couple under ss.70 and 76 of the Act. To avoid any doubt, 24 months is the total period of unpaid parental leave, which can be taken unless the Employee and the Employer agree to extend the period of leave beyond 24 months.
- (b) An Employee, who is entitled to unpaid concurrent parental leave under s.72 of the Act, has an entitlement to eight weeks' unpaid leave which counts as service

for the purposes of accruing annual leave, personal/carer's leave, and long service leave.

## **29.2 Variation of period of parental leave**

- (a) Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Employer and an Employee.
- (b) Subject to the relevant provisions of the NES, where an Employee has commenced a period of parental leave of up to 52 weeks, the Employee:
  - (i) may extend the period of parental leave once by giving the Employer 14 days' written notice before the end of the period stating the period by which the leave is extended; and
  - (ii) may further extend the period of parental leave by agreement with the Employer.

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

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

**29.5** An Employee may in conjunction with parental leave pursuant to this clause access any annual leave or long service leave entitlements that the Employee has accrued subject to the total amount not exceeding 24 months. Such paid leave cannot be taken concurrently with leave pursuant to clause 30 - Paid parental leave.

## **29.6 Request to return part-time after Parental Leave**

The NES at Division 4, Section 65 sets out an Employee's right to request part-time employment on return from parental leave. A request for part-time employment will be considered by the Employer in accordance with this.

# **30. Paid parental leave**

## **30.1 Application**

- (a) This clause does not apply to a casual Employee or to an Employee engaged for a fixed period of time.
- (b) This clause applies to a full-time or part-time Employee who is entitled to unpaid parental leave in accordance with the NES and cl.29 – Parental leave.
- (c) The period of unpaid birth-related or adoption-related leave, including any period of unpaid concurrent leave, does not count as a period of service under this Agreement or any statute but does not break the continuity of employment.
- (d) The payments in cl.30.2, 30.3 and 30.4:

- (i) are not payable during a period of paid leave;
- (ii) accrue personal/carer's leave and long service leave;
- (iii) are payable to only one Employee, where the Employer employs both parents of the child.

### **30.2 Paid birth-related leave**

- (a) An Employee, who has completed at least 12 months' continuous service with the Employer as at the date, or the expected date, of birth of the Employee's child, is entitled to be paid for the first 14 weeks of birth-related leave after the birth of the child that would otherwise have been unpaid leave at the Employee's ordinary rate of pay provided the Employee is responsible for the care of the child and takes not less than 14 weeks of birth-related leave. If an Employee takes the full entitlement of 14 weeks' paid birth-related leave, then the Employee will accrue a period of 1.34\* weeks of annual leave. An Employee who takes less than 14 weeks of paid birth-related leave will accrue pro-rata of 5 weeks' annual leave for the period of birth-related leave actually taken. (\*calculated as  $14/52.18 \times 5$ ).
- (b) An Employee must have completed a minimum of 12 months' continuous service, after returning from parental leave, before being eligible for a payment pursuant to this clause for the birth or adoption of a second or subsequent child.

### **30.3 Paid adoption-related leave**

- (a) An Employee, who has completed at least 12 months' continuous service with the Employer as at the date, or the expected date, of placement of a child with the Employee, is entitled to be paid for the first 14 weeks of adoption-related leave after the placement of the child with the Employee at the Employee's ordinary rate of pay provided the Employee is responsible for the care of the child and takes not less than 14 weeks of adoption-related leave. If an Employee takes the full entitlement of 14 weeks' paid adoption-related leave, then the Employee will accrue a period of 1.34 weeks of annual leave.
- (b) If the Employee's adoption-related leave includes a period with less than 14 weeks, then the Employee's entitlement to the payment will be equal to the number of weeks of leave taken.
- (c) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the adoption or birth of a second or subsequent child.

### **30.4 Partner payment**

The Employer may grant a payment equal to one week's ordinary rate of pay to an Employee who takes concurrent unpaid leave for at least one week of the eight week concurrent leave entitlement.

### **31. 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 s.62 of the LSL Act.

### **32. Leave without pay during non-term weeks**

#### **Arrangements**

An Employee may be required to take leave without pay during non-term weeks, provided that:

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

#### **Calculating annual salary for an Employee on leave without pay during non-term weeks**

- (e) The formula in this subclause may be used to calculate an annual salary for an Employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.
- (f) The adjusted annual salary for an Employee is:

$$A = C \times \frac{[\text{working weeks} + 5 \text{ weeks annual leave}]}{52.18}$$

Where:

A means the Employee's adjusted annual salary

C means the annual salary (as contained in clause Schedule B – General Staff Salaries) for the Employee's classification

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

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

### **33. Infectious diseases leave**

- (a) An Employee who is suffering from one of the following infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice from a Registered Medical Practitioner that the Employee has contracted the disease through a contact at the College and the disease is evident in the College:
  - Rubella
  - Chickenpox
  - Measles
  - Mumps
  - Scarlet fever
  - Whooping cough
  - Rheumatic fever, or
  - Hepatitis.
- (b) The certificate from the Registered Medical Practitioner must name the disease that the Employee has contracted.

### **34. Examination leave and study assistance**

- (a) An Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.
- (b) The Employer may provide some form of study assistance to an Employee undertaking a Principal-approved course of study.

### **35. Qualification conferral leave**

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

## **Part 5—Salaries and Related Matters**

### **36. Salaries**

In implementing the Agreement, for General Staff Employees employed at the date of commencement of this Agreement, the Employee's annual salary applicable for 2014 will at least be maintained, and in addition the Employee will also receive at least the designated pay increases for each of the years 2015 to 2018 set out in Schedule C - General Staff Salaries.

#### **36.1 Annual salary**

- (a) The Employer will pay a full-time adult Employee not less than the rate of pay specified in Schedule C - General Staff Salaries for the Employee's classification.
- (b) The Employer will pay an Employee engaged as a casual Employee or as a fixed term Employee not less than the rate of pay specified by the Agreement for the Employee's classification.

#### **36.2 Commencement level and progression**

- (a) An Employee entitled to salary pursuant to cl.36.1(a) will be classified in accordance with the classification structure in Schedule A – General Staff Classifications.

#### **36.3 Junior Employees**

A Junior Employee appointed at classification levels 1, 2 and 3 is to be paid at the following percentage of the appropriate adult rate of pay for the position performed.

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

### **37. Classifications**

An Employee's position of employment is classified in accordance with Schedule A – General Staff Classifications.

#### **37.1 Reclassification of General Staff Positions**

If an Employee believes that the requirements and specification of the Employee's current job description meets the specifications of a higher classification level and

hence warrants a higher classification level, then the Employee may apply to the Principal to have the position's classification reviewed. The application must be in writing with all required supporting evidence, and must not be made more than once in any 12-month period. A response in writing will be provided within a reasonable time and will include any reasons for rejection if the application is rejected.

## **38. Allowances**

- 38.1** Schedule G - Allowances specifies the allowances available under this Agreement.
- 38.2** The allowances will be increased annually on 1 February at the same annual percentage increase applied to salaries, as set out in Schedule C – General Staff Salaries of the Agreement.

## **39. Remuneration packaging**

- 39.1** Upon receiving a written election for a remuneration packaging arrangement from an 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.
- 39.2** 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.

## **40. Payment of wages**

Salary will be paid by credit transfer to the Employee's nominated financial institution account on a monthly basis (nearly as possible in the middle of the month including one half month in arrears and one half month in advance).

## **41. Superannuation**

### **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, the default superannuation fund will be the Victorian Independent Schools Superannuation Fund or a successor fund.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **Employer contributions**

- (c) The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.
- (d) The Employer will make the following superannuation contribution to the accumulation superannuation fund chosen by an Employee under cl.41(a):
  - (i) equal to the higher of 10 per cent of ordinary time earnings or the superannuation contribution required by superannuation legislation for Employees, other than casual Employees and fixed term Employees;
  - (ii) equal to the amount required by superannuation legislation for casual Employees and fixed term Employees.

### **Voluntary Employee contributions**

- (e) 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 cl.0.
- (f) 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.
- (g) The Employer must pay the amount authorised under cl.41(a) and 41(b) no later than 28 days after the end of the month in which the deduction authorised under clauses cl.41(a) or 41(b) was made.

### **Superannuation fund**

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in cl.0 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in cl.0 and pay the amount authorised under cl.41(a) and 41(b) to the Victorian Independent Schools Superannuation Fund or its successor, provided that the Employer is not required to become a participating employer

## **42. Annualised salaries**

**42.1** The Employer may pay an Employee an annual salary in satisfaction of any or all of the following provisions of the Agreement:

- (a) Schedule C – General Staff Salaries;
- (b) Schedule G – General Staff Allowances;
- (c) Cl.17, 18 and 19 — Shift work, penalty rates, and overtime; and

(d) Cl.23.6 – Annual leave loading.

**42.2** Where an annual salary is paid, the Employer must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary.

**42.3 Annual salary not to disadvantage Employees**

(a) The annual salary must be no less than the amount the Employee would have received under Schedule C – General Staff Salaries for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).

(b) The annual salary of the Employee must be reviewed by the Employer at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary.

**42.4 Base rate of pay**

For the purposes of the NES, the base rate of pay of an Employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in Schedule C – General Staff Salaries and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

**43. Accident pay**

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

**43.2** 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 WIRC Act, 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;

(ii) paid personal/carer's leave.

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

**43.4** Should legislation be enacted during the term of this Agreement, requiring the Employer to pay accident pay, this clause ceases to operate, except to the extent that the amount paid by the Employer will not be less than the amount payable under cl.43.1, after taking the legislated payment into account.

#### **44. 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.

## Schedule A – General Staff Classifications

The titles at each staff classification are set out in the table below.

Level	ELC Services	Boarding Services	Education Services				
			Library Tech	Laboratory Tech	AV Tech	Art Assistant	Archives
1	ELC Assistant	Boarding House Assistant				Art Assistant	
2		Boarding House Assistant				Art Assistant	
3	ELC Assistant - Certificate	Boarding House Supervisor*				Art Assistant	
4	ELC Assistant - Diploma	Senior Boarding House Supervisor*	Library Technician				
5			Library Technician	Laboratory Technician	AV Technician *		Archivist
6			Librarian	Laboratory Technician	AV Technician *		Senior Archivist
7					AV Co-ordinator		
10		Head of Boarding					

\*Annual salary

\*Annual salary

Level	Administration Services						
	Clerical	Administration	Finance	Secretarial	PA	IT	Registrar
1							
2							
3	Clerical Asst.	Administration Asst.					
4	Clerical Asst. / Reception	Administration Asst.	Finance Asst.	Secretarial Asst.	Personal Asst.	IT Technician	
5		Administration Officer	Finance Officer		Personal Asst.	IT Technician	
6			Senior Finance Officer			Senior IT / Media Technician	
7			Senior Finance Officer		Executive Asst.		Assistant Registrar
8					Executive Asst.		Registrar
9		"Senior" School Co-ordinator					
10			Finance Manager				

Level	Facilities Services							Other
	Grounds	Maintenance	Caretaking	Retailing	Printing	Catering		
1	Labourer	Labourer		Shop assistant		Kitchen Hand		
2	Asst. Gardener	Handyperson				Kitchen Asst.		
3	Gardener					Kitchen Asst.		
4	Gardener	Tradesperson						
5		Tradesperson	Caretaker		Operations Assist.			
6		Senior Tradesperson		Operational Coordinator			Operational Coordinator, Coach* Nurse	
7	Operations Supervisor	Operations Supervisor					School / Development Coordinator	
8								
9								
10		Operational Manager					Operational Manager	

\*Paid at higher level

The competency, judgement, independence, problem solving ability, qualifications, experience, level of supervision and direction required at each level are set out below.

## **A.1 Level 1**

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

This classification applies to employees who are engaged in routine duties requiring no specific skill, prior experience or prior training. On the job training will be provided. The employee may be undertaking external training.

At the conclusion of the established training period or on successful completion of the training program, or on attaining satisfactory progress towards the acquisition of a relevant qualification the employee will progress to the next level. The maximum duration for appointment for a full-time employee at this level is one year.

### **A.1.1 Competency**

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

### **A.1.2 Judgment, independence and problem solving**

- The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.
- The employee at this level requires direct supervision meaning:
  - The work performed is checked regularly;
  - The choice of actions required is clear;
  - Routines are established, methods and procedures are predictable.

### **A.1.3 Level of supervision and direction**

- Close supervision or, in the case of more experienced employees working alone, routine supervision.
- An employee at this level shall not supervise other employees.

### **A.1.4 Training level or qualifications**

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

## **A.2 Level 2**

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

An employee at this level is not required to have any qualifications and is required to perform any combination of a wide range of functions under direct supervision. The employee, after gaining experience, may exercise some degree of autonomy and discretion.

The employee at this level would need little or no prior experience to perform the tasks required.

### **A.2.1 Competency**

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

### **A.2.2 Judgment, independence and problem solving**

- Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.
- The employee at this level receives specific direction meaning:
  - Receives instructions on what is required and how is it to be performed;
  - Is subject to progress checks with tasks being continuously monitored;
  - Requires basic technical knowledge or prior experience.

### **A.2.3 Level of supervision and direction**

- Routine supervision of straightforward tasks; close supervision of more complex tasks. Where employees are working alone, less direct guidance and some autonomy may be involved.
- The employee at this level receives direct supervision from a higher level employee, the Principal or Principal delegates, or other Senior Executive of the College. An Education Services employee at this level does not supervise students without a teacher being present.

### **A.2.4 Training level or qualifications**

- Level 2 duties typically require:
  - a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
  - completion of Year 12 without work experience;
  - completion of Certificates I or II with work related experience; or
  - an equivalent combination of experience and training.

### **A.3 Level 3**

An employee at this level performs work above and beyond the skills of an employee at Level 2.

An employee at this level undertakes duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate or approved trade certificate or equivalent or from the on-the job experience considered relevant by the employer.

The employee may be required to perform any combination of a wide range of functions under routine direction but may, after gaining experience, exercise some degree of autonomy.

#### **A.3.1 Competency**

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

#### **A.3.2 Judgment, independence and problem solving**

- Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.
- The employee at this level receives routine direction meaning:
  - Receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach;
  - Is normally subject to progress checks, usually confined to the unusual or difficult aspects, and has assignments reviewed on completion;
  - Has the technical knowledge and/or experience to perform basic duties usually without technician instruction.

#### **A.3.3 Level of supervision and direction**

- In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.
- The employee at this level receives direct supervision from a higher level employee, Principal, Head of Department or other Senior Executive of the College. The employee at this level may be expected to supervise employees from Level 1 or 2.
- A Education Services employee may be required to assist a teacher in a teaching program (under teacher supervision).

#### **A.3.4 Training level or qualifications**

- Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:
  - completion of a trades certificate or Certificate III;
  - completion of Year 12 or a Certificate II, with relevant work experience; or
  - an equivalent combination of relevant experience and/or education/training.
- Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

#### **A.4 Level 4**

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

The employee, in addition to the knowledge and skills required at Level 3, is required to undertake duties needing additional experience or knowledge such as may be gained by the completion of a relevant three year post-secondary qualification or from on-the job experience considered relevant by the employer.

The employee is often required to exercise significant initiative and discretion and is required to demonstrate expertise.

##### **A.4.1 Competency**

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

##### **A.4.2 Judgment, independence and problem solving**

- Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.
- The employee at this level will receive general direction meaning:
  - Receives general instructions, usually covering only the broader technical aspects of the work;
  - May be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made;

- Although technically competent and well experienced may on occasion, receive more detailed instruction.

#### A.4.3 Level of supervision

- Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.
- The employee at this level receives little direct supervision and would be expected to take significant initiative and responsibility but would still be responsible to a Level 5 & 6 employee, Principal, Head of Department, Vice Principal or other Senior Executive of the College.
- The employee at this level may be expected to supervise employees from levels 1, 2 and 3 and could have senior responsibilities in office or other administration.
- A Education Services employee may be required to assist supervising students while performing their normal duties.

#### A.4.4 Training level or qualifications

- Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
  - completion of a diploma level qualification with relevant work related experience;
  - completion of a Certificate IV with relevant work experience;
  - completion of a post-trades certificate and extensive relevant experience and on-the-job training;
  - completion of a Certificate III with extensive relevant work experience; or
  - an equivalent combination of relevant experience and/or education/training.

### **A.5 Level 5**

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

#### A.5.1 Competency

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

- The employee, in addition to the knowledge and skills required at Level4, may be required to take direct responsibility for a single support function within the workplace or across the workplace. In a support role to a senior administrator, a position at this level would generally be required to manage a specific support function or assist the senior administrator in the management of support functions.
- The employee has the relevant updated skills required to do the job either as a result of experience or qualifications or both. Such positions may include positions similar to those of previous Levels, but involving more complex duties.

A.5.2 Judgment, independence and problem solving

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

A.5.3 Level of supervision and direction

- Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

A.5.4 Training level or qualifications

- Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
  - completion of a degree without subsequent relevant work experience;
  - completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
  - completion of a diploma qualification and at least two years' subsequent relevant work experience;
  - completion of a Certificate IV and extensive relevant work experience;
  - completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
  - an equivalent combination of relevant experience and/or education/training.

**A.6 Level 6**

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

A.6.1 Competency

- Competency at this level involves self-directed application of knowledge with substantial depth in the majority of areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are frequently used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting

appropriate equipment, service techniques and work organisation for self and/or others.

- The employee, in addition to the knowledge and skills required at Level 5, may be required to take direct responsibility for a single support function within the workplace or across the workplace. In a support role to a senior administrator, a position at this level would be required to manage a specific support function or assist the senior administrator in the management of support functions.
- The employee has the relevant updated skills required to do the job either as a result of experience or qualifications or both. Such positions may include positions similar to those of previous Levels, but involving more complex duties.

#### A.6.2 Judgment, independence and problem solving

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

#### A.6.3 Level of supervision

- In some positions, general direction is appropriate. In other positions, broad direction would apply. May supervise other staff at levels below Level 6.

#### A.6.4 Training level or qualifications

- Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
  - completion of a degree without subsequent relevant work experience;
  - completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
  - completion of a diploma qualification and at least two years' subsequent relevant work experience;
  - completion of a Certificate IV and extensive relevant work experience;
  - completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
  - an equivalent combination of relevant experience and/or education/training.

### **A.7 Level 7**

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

The employee, in addition to the knowledge and skills required at Level 6, may be required to be directly supervising other employees in a large unit within the workplace or across the workplace.

Positions at this level may, under general direction, assist with the co-ordination of the financial, personnel and other support services.

If in a support role to a senior administrator a position at this level would, generally, be required to manage a specific support function or assist the senior administrator in the management of support functions. This may include supervision of staff delivering a single support function, for example, operation of the office.

The employee has the skills required to do the job either as a result of experience or qualifications or both, and may include positions similar to those of previous Levels, but involving more complex duties.

#### A.7.1 Competency

- Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

#### A.7.2 Judgment, independence, problem solving and direction

- Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.
- The employee at this level would receive limited direction meaning:
  - Receives limited instructions normally comprising a clear statement of objectives;
  - Has work usually measured in terms of the achievement of stated objectives;
  - Is fully competent and very experienced in a technical sense and requires little guidance during the performance of work.

#### A.7.3 Level of supervision

- In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general employees. Supervision is present to review established objectives.
- The employee at this level would normally be responsible to the Principal, Head of Department, Head of Junior School, Vice Principal or Principal or other Senior Executive of the College.
- The employee at this level may be expected to supervise employees from Levels 1, 2, 3, 4, 5 and 6 and have overall responsibility for an administration unit. The employee at this level would have a high degree of initiative, discretion and capacity to program work.
- An Education Services employee at this level may be required to support students and staff while performing their duties.
- The employee at this Level would have a high degree of initiative, discretion and capacity to program work.

#### A.7.4 Training level or qualifications

- Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
  - a degree with subsequent relevant experience;
  - extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
  - an equivalent combination of relevant experience and/or education/training.

### **A.8 Level 8**

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

The employee would be responsible for providing key support and timely advice to senior management, as well as undertaking effective liaison on behalf of the College with the general community, government agencies and service providers.

An employee would be appointed to this level where there is a requirement to manage a specific functional responsibility (e.g. the emotional/pastoral needs of students) or where that employee has responsibility for the coordination of library resources, information technology, or office administration.

Positions at this level would be a support role to the Principal involving responsibility for the function or the resource.

The employee at this level should be professionally qualified with respect to the particular area of functional responsibility or have the necessary experience to manage that function.

#### A.8.1 Competency

- Within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An employee at

this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.

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

#### A.8.2 Judgment, independence and problem solving

- Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.
- The employee at this level would receive general direction only meaning:
  - Is fully competent in a professional sense and requires no guidance during the performance or work;
  - Has responsibility and broad ranging accountability for the structure, management and output of the work of others;
  - High level judgement is required in planning, design, operational, technical and/or management functions;
  - Is recognized as the 'expert practitioner' within the specific functional area(s).

#### A.8.3 Level of supervision and direction

- Broad direction. May manage other employees including general employees.
- The employee at this level would normally be responsible to the Principal or other Senior Executive of the College. The employee at this level may be expected to supervise employees from Levels 1, 2, 3, 4 and 5.

#### A.8.4 Training level or qualifications

- Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
  - a degree with at least four years of subsequent relevant experience;
  - extensive experience and management expertise in technical or administrative fields; or
  - an equivalent combination of relevant experience and/or education/training.

### **A.9 Level 9**

An employee at this level performs work above and beyond the skills of an employee at Level 8.

An employee would be appointed to this level only if that employee has responsibilities of a professional nature which are greater than those envisaged for employees Level 8.

The employee at this level would normally be directly responsible to the Principal or nominee of the Principal or other Senior Executive of the College. The employee at this level may be professionally qualified with respect to the particular area of functional responsibility and must have the necessary experience to manage that function.

**A.9.1 Competency**

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

**A.9.2 Judgment, independence and problem solving**

- Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.
- The employee at this level manages the support services within the broad policy objectives, meaning:
  - Influences the development of operational strategies and resource allocation and provides advice which initiates new developments in policy, practice and precedent;
  - Determines priorities and practices, which are based upon the broad policy objectives.

**A.9.3 Level of supervision and direction**

- Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.
- The employee may be required to provide a service to individuals or groups of staff. The employee at this level may be expected to supervise employees from all other levels.

**A.9.4 Training level or qualifications**

- Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
  - postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
  - extensive experience and management expertise; or
  - an equivalent combination of relevant experience and/or education/training.

**A.10 Level 10**

An employee at this level performs work above and beyond the skills of an employee at Level 9.

The key feature which distinguishes this position from the Level 9 employee is the overall management responsibilities and level of accountability and contribution to the policy framework within the College.

An employee would be appointed to this level only if that employee has responsibilities of a professional nature which are greater than those envisaged for employees Level 9.

The employee at this level would normally be directly responsible to the Principal or nominee of the Principal or other Senior Executive of the College. The employee at this level must be professionally qualified with respect to the particular area of functional responsibility and must have the necessary experience to manage that function.

A.10.1 Competency

- Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.
- The employee at this level may be responsible for a range of human resource matters in their area of functional responsibility including recruitment, training, coaching, providing feedback and implementing professional development of the employees they supervise.

A.10.2 Judgment, independence and problem solving

- Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.
- The employee at this level manages the support services within the broad policy objectives, meaning:
  - Influences the development of operational strategies and resource allocation and provides advice which initiates new developments in policy, practice and precedent;
  - Determines priorities and practices, which are based upon the broad policy objectives.

A.10.3 Level of supervision and direction

- Broad direction, working with a degree of autonomy. Will have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.
- The employee may be required to provide a service to individuals or groups of staff. The employee at this level may be expected to supervise employees from all other levels.

A.10.4 Training level or qualifications

- Level 10 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
  - postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
  - extensive experience and management expertise; or
  - an equivalent combination of relevant experience and/or education/training.

## **Schedule B – General Staff Indicative Duties**

The Indicative Duties for each category and level of General Staff Employees are set out below.

### **Administration Services – Indicative Duties**

#### **Level 3**

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry, maintain basic records of office stationery equipment
  - Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
  - Performing a reception function, including providing information and making referrals in accordance with school procedures
  - Carrying out minor cash transactions including receipting, balancing and banking
  - Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering
  - Basic photocopying
  - Collecting/sorting mail
  - Obtain basic data or factual information from given sources eg. Books, reports, manuals, catalogues, tables, forms etc.
  - Undertake keyboard and clerical duties
  - Maintain basic records of office stationery equipment
  - Perform receptionist duties
  - Carry out clerical secretarial functions involving routine office procedures
  - Setting up and care of public address system
  - Assist with general organization of excursions eg. Booking of buses, phone contact with relevant organizations
  - Make appointments and maintain diary records
  - Maintain, enter and retrieve data from the school's computer system
  - Assist in production of written communications to parents
  - Collecting/sorting and counting of monies
  - Basic bookkeeping under supervision
  - Maintain petty cash and assist with recording financial transactions
-

## **Administration Services – Indicative Duties**

- Filing according to school procedures
- Check delivery of stock against invoice documents
- Record leave and payroll data for staff
- Accurately enter and retrieve basic financial data from record systems
- Register positions applications and arrange interview times
- Prepare recruitment documentation e.g. Selection reports, advertising proformas
- Provide straightforward information to staff on basic details relating to their employment
- Calculate staff entitlements e.g. POL's recreational leave, benefits

*Occupational equivalent: Clerical assistant, Data entry operator, Front desk / reception assistant*

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### **Level 4**

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
  - Carry out clerical secretarial functions involving routine office procedures
  - Setting up and care of public address system
  - Assist with general organization of excursions eg. Booking of buses, phone contact with relevant organizations
  - Make appointments and maintain diary records
  - Maintain, enter and retrieve data from the College's computer system
  - Assist in production of written communications to parents
  - Basic bookkeeping under supervision
  - Maintain petty cash and assist with recording financial transactions
  - Filing according to school procedures
  - Check delivery of stock against invoice documents
  - Record leave and payroll data for staff
  - Accurately enter and retrieve basic financial data from record systems
  - Register positions applications and arrange interview times
-

## **Administration Services – Indicative Duties**

- Prepare recruitment documentation (eg. Selection reports, advertising proformas)
- Provide straightforward information to staff on basic details relating to their employment
- Calculate staff entitlements eg. POL's recreational leave, benefits

### *Occupational equivalent: clerical assistant*

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, employees and the general public
- Assist in covering reception
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
- Carry out clerical secretarial functions involving routine office procedures
- Setting up and care of public address system
- Assist with general organization of excursions eg. Booking of buses, phone contact with relevant organizations
- Make appointments and maintain diary records
- Maintain, enter and retrieve data from the College's computer system
- Assist in production of written communications to parents
- Basic bookkeeping under supervision
- Maintain petty cash and assist with recording financial

## **Administration Services – Indicative Duties**

transactions

- Filing according to school procedures
- Check delivery of stock against invoice documents
- Record leave and payroll data for staff
- Accurately enter and retrieve basic financial data from record systems
- Register positions applications and arrange interview times
- Prepare recruitment documentation (eg. Selection reports, advertising proformas)
- Provide straightforward information to staff on basic details relating to their employment
- Calculate staff entitlements eg. POL's recreational leave, benefits
- Prepare and record petty cash transactions, undertake bank transactions
- Process source documents eg. Invoices, cheques, bank statements
- Maintain accounting/bookkeeping records
- Administer school banking
- Provide routine financial reports
- Assist in the preparation of the school budget through the collection and ordering of relevant financial data
- Coordinate appointment times for job applicants
- Maintain staff records
- Provide standard information and advice to staff on salaries and conditions of employment
- Production of advanced photocopy materials eg. School booklets, fliers
- Respond to enquiries, and where appropriate, refer to relevant members of staff
- Enter and obtain reports from the College computer system
- Provide clerical, keyboard and office management support to the Principal and other staff within the school
- Assist in maintaining student profiles, files, records
- Assist in procedures for new enrolments
- Order and purchase school supplies

## **Administration Services – Indicative Duties**

- Maintain and update office system and admin records within the College
- Assist in the completion of complex admin reports or processes
- Liaise on behalf of the Principal with school community and service providers

*Occupational equivalent: Clerical assistant, Receptionist, Administration Assistant*

### **Level 5**

- Provide secretarial support to management personnel
- Establish/maintain working filing system
- Providing secretarial support eg. Liaising with parents, taking of minutes and writing of reports, arranging schedules/appointments
- Assist in covering reception
- Utilise complex computer equipment to compile school data base
- Maintain hardware and software of computer network and provide user support
- Assisting in the development of budget proposals
- Coordinate the implementation of requisitioning, purchasing and issuing procedures
- Prepare and record petty cash transactions, undertake bank transactions
- Process source documents eg. Invoices, cheques, bank statements
- Maintain accounting/bookkeeping records
- Administer school banking
- Provide routine financial reports
- Assist in the preparation of the College budget through the collection and ordering of relevant financial data
- Coordinate appointment times for job applicants
- Maintain staff records
- Provide standard information and advice to staff on salaries and conditions of employment
- Assist the Principal in administration of the school's recruitment procedures
- Reconcile school spending against budget

## **Administration Services – Indicative Duties**

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- Provide basic information to staff on relevant awards and conditions
- Provide advice to program coordinators and teaching staff on spending against budget
- Maintain the school's financial records
- Prepare financial documentation and data for budget preparation

*Occupational equivalent: Administration Assistant, Finance Assistant, Secretarial Assistant, Personal Assistant, IT Technician*

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### **Level 6**

- Manage a major administrative/services support unit of the College
  - Determine and manage services of the unit in consultation with the Principal
  - Where appropriate, ensure the adequate training of administration staff
  - Have responsibility for the purchase and maintenance of stocks
  - Have significant input into budgetary decision making
  - Devise rosters
  - Have overall responsibility for updating office procedures
  - Devising and implementing procedures and school policy, relating to student and staff safety and well being
  - Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
  - Establish/maintain working filing system
  - Planning and setting up spreadsheets and database applications
  - Providing secretarial support eg. Liaising with parents, taking of minutes and writing of reports, arranging schedules/appointments
  - Initiating and handling correspondence, which may include confidential correspondence
  - Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
-

## **Administration Services – Indicative Duties**

- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Assisting in the development of budget proposals
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
- Assist the Principal in administration of the College's recruitment procedures
- Reconcile school spending against budget
- Provide basic information to staff on relevant awards and conditions
- Provide advice to program coordinators and teaching staff on spending against budget
- Maintain the College's financial records
- Prepare financial documentation and data for budget preparation
- Accountable to Senior Management for
- Management and direction of the preparation of annual budget such as curriculum and grounds and regular financial statements and contribute to financial decision-making be Senior Management
- Assist in the process by which adjustments are made to the budget as events unfold
- Assist the bursar/accountant by providing supporting data and documentation on which budgetary proposals are developed
- Liaise on the bursar's/accountant's behalf with other staff(eg. Head of Departments) involved in budgetary decision making
- Assist with the preparation of reports regarding financial/budgetary matters
- Assist with providing/developing records required by the bursars
- On request, liaise with systemic/government organisations

## **Administration Services – Indicative Duties**

regarding financial/budgetary/policy matters

- Coordination of the accounting processes at the school and ensuring that all funds, including school investments, are effectively accounted for according to school and CEO policy
- Manage the personnel function including the maintenance of personnel records, payroll functions and provision of advice in regard to conditions of employment for all school staff
- Assist in the development of induction programs for new staff and orient new staff and volunteers to school

*Occupational equivalent: Administration Officer, Finance Officer, Personal Assistant, IT Technician*

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### **Level 7**

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and employees on the employee's area of expertise
- Responsibility for professional development of other employees
- Contributing to operational and strategic planning in the area of responsibility
- Determine and manage services of the unit in consultation with the Principal
- Have responsibility for the purchase and maintenance of stocks
- Have significant input into budgetary decision making
- Devise rosters
- Have overall responsibility for updating office procedures
- Devising and implementing procedures and school policy, relating to student and staff safety and well being

Accountable to Senior Management for:

- Management and direction of the preparation of annual budget such as curriculum and grounds and regular financial statements and contribute to financial decision-making to Senior Management
  - Assist in the process by which adjustments are made to the budget as events unfold
  - Assist the bursar/accountant by providing supporting data and documentation on which budgetary proposals are developed
-

## **Administration Services – Indicative Duties**

- Liaise on the bursar's/accountant's behalf with other staff(eg. Head of Departments) involved in budgetary decision making
- Assist with the preparation of reports regarding financial/budgetary matters
- Assist with providing/developing records required by the bursars
- On request, liaise with systemic/government organisations regarding financial/budgetary/policy matters
- Coordination of the accounting processes at the College and ensuring that all funds, including school investments, are effectively accounted for according to school and CEO policy
- Manage the personnel function including the maintenance of personnel records, payroll functions and provision of advice in regard to conditions of employment for all school staff
- Assist in the development of induction programs for new staff and orient new staff and volunteers to school

*Occupational equivalent: public relations manager/director, school development manager*

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### **Level 7**

- Coordinate the clerical/administrative services in the various offices
  - Overall responsibility for the efficient operation/coordination of the various offices
  - Overall responsibility for supervision and for ensuring the training of personnel in the offices
  - Report to management/school board and make recommendations concerning the provision of services
  - Liaise with heads of campus and heads of department concerning the provision of administrative support and office procedures
  - Coordinate promotions procedures within the offices
  - Undertake a significant role in selection and hire of staff
  - Manage the work practices and priorities of support staff
  - Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
  - Providing designated support to senior management and associated committees concerning designated aspects of school management
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## **Administration Services – Indicative Duties**

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- Overseeing the operations of the College's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the College to operating statement stage and assisting in the formulating of period and year end entries
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
- Assist in the preparation of the College's annual Wages and Salaries budget
- Report to management and make recommendations concerning the Wages and Salaries budget
- Provide advice to staff on conditions of service
- Provide advice to Senior Management on Human Resource matters

*Occupational equivalent: Senior Finance Officer, Senior IT Technician, Media Technician*

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### **Level 8**

- Operating and being responsible for a structurally and/or operationally defined section
  - Providing professional advice to students and employees on the employee's area of expertise
  - Responsibility for professional development of other employees
  - Contributing to operational and strategic planning in the area of responsibility
  - Determine and manage services of the unit in consultation with the Principal
  - Have responsibility for the purchase and maintenance of stocks
  - Have significant input into budgetary decision making
  - Devise rosters
  - Have overall responsibility for updating office procedures
  - Devising and implementing procedures and school policy, relating to student and staff safety and well being
  - Accountable to Senior Management for:
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## **Administration Services – Indicative Duties**

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- Management and direction of the preparation of annual budget such as curriculum and grounds and regular financial statements and contribute to financial decision-making be Senior Management
- Assist in the process by which adjustments are made to the budget as events unfold
- Assist the bursar/accountant by providing supporting data and documentation on which budgetary proposals are developed
- Liaise on the bursar's/accountant's behalf with other staff(eg. Head of Departments) involved in budgetary decision making
- Assist with the preparation of reports regarding financial/budgetary matters
- Assist with providing/developing records required by the bursars
- On request, liaise with systemic/government organisations regarding financial/budgetary/policy matters
- Coordination of the accounting processes at the College and ensuring that all funds, including school investments, are effectively accounted for according to school and CEO policy
- Manage the personnel function including the maintenance of personnel records, payroll functions and provision of advice in regard to conditions of employment for all school staff
- Assist in the development of induction programs for new staff and orient new staff and volunteers to school

*Occupational equivalent: School / Development Coordinator, Public relations manager/director, Senior Finance Officer (Payroll), Executive Assistant, Assistant Registrar*

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### **Level 9**

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the College and/or outside bodies
  - Providing financial advice to the principal or the business manager
  - Managing the College's financial system
  - Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
  - Coordinate the clerical/administrative services in the various
-

## **Administration Services – Indicative Duties**

offices

- Overall responsibility for the efficient operation/coordination of the various offices
- Overall responsibility for supervision and for ensuring the training of personnel in the offices
- Report to management/school board and make recommendations concerning the provision of services
- Liaise with heads of campus and heads of department concerning the provision of administrative support and office procedures
- Coordinate promotions procedures within the offices
- Undertake a significant role in selection and hire of staff
- Manage the work practices and priorities of support staff
- Assist in the preparation of the College's annual Wages and Salaries budget
- Report to management and make recommendations concerning the Wages and Salaries budget
- Provide advice to staff on conditions of service
- Provide advice to Senior Management on Human Resource matters

*Operational Equivalent: "Senior" School Co-ordinator, Executive Assistant, Registrar*

### **Level 10**

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
- Undertaking the role of an assistant bursar/business manager in a large school
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level

*Operational Equivalent: Finance Manager*

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## Facilities Services (Grounds, Maintenance, Caretaking, Retailing, Print, Catering)

### Level Facilities Services – Indicative Duties

#### Level 1

##### *Labourer*

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the employee's work
- Assisting with traffic management
- Assisting tradespersons

##### *Kitchen Assistant*

- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the College's main dining area
- Assist students with the preparation and service of meals
- Assist with the preparation and service of staff refreshments
- Operate and maintain a laundry service
- Reporting damage to equipment and arrange repairs

##### *Shop Assistant*

- Assisting in the PLC Shop

Level	Facilities Services – Indicative Duties
	<ul style="list-style-type: none"> <li>• Receiving and barcoding of goods, stocking of shelves</li> <li>• Serving customers under the supervision of the PLC Shop Manager</li> </ul> <p><i>Other</i></p> <ul style="list-style-type: none"> <li>• Taking general care of school vehicles, including driving buses for less than 25 passengers</li> <li>• Performing general laundry duties</li> <li>• Performing general house assistant duties in a boarding house, such as cleaning</li> <li>• Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials</li> <li>• Cleaning, dusting and polishing in classrooms or other public areas of the College</li> </ul>
	<hr/> <i>Occupational equivalent: Labourer, Shop Assistant, Kitchen Assistant</i> <hr/>
<b>Level 2</b>	<p><i>Kitchen Assistant</i></p> <ul style="list-style-type: none"> <li>• Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items</li> <li>• Cooking duties including a la carte cooking, baking, pastry cooking or butchery</li> <li>• Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the College’s main dining area</li> <li>• Assist students with the preparation and service of meals</li> <li>• Assist with the preparation and service of staff refreshments</li> </ul> <p><i>Assistant Gardener</i></p> <ul style="list-style-type: none"> <li>• Undertaking general gardening tasks including the preparation and planting procedures</li> <li>• Operating, maintaining and adjusting turf machinery under general supervision</li> <li>• Applying fertilizers, fungicides, herbicides and insecticides under general supervision</li> </ul> <p><i>Handyperson</i></p> <ul style="list-style-type: none"> <li>• Undertaking general semi-skilled tasks and odd jobs around the College</li> <li>• Performing basic gardening and outdoor maintenance</li> <li>• Performing basic maintenance</li> </ul> <hr/>

Level	Facilities Services – Indicative Duties
	<ul style="list-style-type: none"> <li>• Performing a range of industrial cleaning tasks</li> <li>• Moving furniture and equipment</li> <li>• Assisting trades personnel with manual duties</li> <li>• Assisting with traffic management</li> <li>• Assisting tradespersons</li> </ul> <p><i>Other</i></p> <ul style="list-style-type: none"> <li>• Laundry duties requiring the application of limited discretion</li> <li>• Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports</li> <li>• Driving a bus with a carrying capacity of 25 or more passengers</li> </ul> <p><i>Occupational equivalent: Assistant Gardener, Handyperson, Kitchen Assistant</i></p>
<b>Level 3</b>	<p><i>Gardener</i></p> <ul style="list-style-type: none"> <li>• Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds</li> <li>• Responsibility for operating, maintaining and adjusting turf machinery, as appropriate</li> <li>• Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager</li> <li>• Assist with the set-up / pack-up for events and functions, including assisting with the transportation of necessary equipment and food and beverages</li> <li>• Assisting with traffic management</li> <li>• Assisting tradespersons</li> </ul> <p><i>Kitchen Assistant</i></p> <ul style="list-style-type: none"> <li>• Performing specialised cooking, butchery, baking pastry and the supervision of the operation</li> <li>• Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the College’s main dining area</li> <li>• Assist students with the preparation and service of meals</li> <li>• Assist with the preparation and service of staff refreshments</li> <li>• Operate and maintain a laundry service</li> </ul>

Level	Facilities Services – Indicative Duties
	<p data-bbox="400 259 544 288"><i>Caretaker</i></p> <ul data-bbox="400 315 1394 734" style="list-style-type: none"> <li data-bbox="400 315 1394 421">• Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services</li> <li data-bbox="400 443 1394 510">• Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports</li> <li data-bbox="400 533 1394 600">• Responsibility for the security and basic maintenance of school property</li> <li data-bbox="400 622 1394 734">• Assist with the set-up / pack-up for events and functions, including assisting with the transportation of necessary equipment and food and beverages</li> </ul> <p data-bbox="400 752 1326 781"><i>Occupational equivalent: Gardener, Kitchen Assistant, Caretaker</i></p>
<b>Level 4</b>	<p data-bbox="400 819 539 848"><i>Gardener</i></p> <ul data-bbox="400 875 1394 1570" style="list-style-type: none"> <li data-bbox="400 875 1394 1021">• Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds</li> <li data-bbox="400 1043 1394 1111">• Responsibility for operating, maintaining and adjusting turf machinery, as appropriate</li> <li data-bbox="400 1133 1394 1200">• Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager</li> <li data-bbox="400 1223 1394 1328">• Responsibility for assisting the Head of Grounds with planning of work, scheduling and supervising of all aspects of gardening, grounds maintenance and landscaping</li> <li data-bbox="400 1350 1394 1456">• Assist with the set-up / pack-up for events and functions, including assisting with the transportation of necessary equipment and food and beverages</li> <li data-bbox="400 1478 932 1507">• Assisting with traffic management</li> <li data-bbox="400 1529 791 1559">• Assisting tradespersons</li> </ul> <p data-bbox="400 1585 600 1615"><i>Tradesperson</i></p> <ul data-bbox="400 1641 1394 2002" style="list-style-type: none"> <li data-bbox="400 1641 1394 1747">• Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing, painting or electrical services</li> <li data-bbox="400 1769 1394 1944">• In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.</li> <li data-bbox="400 1966 1394 2002">• Performing a range of security duties, including patrols, alarm</li> </ul>

Level	Facilities Services – Indicative Duties
	<p>responses, emergency procedures and preparing incident reports</p> <ul style="list-style-type: none"> <li>• Responsibility for the security and basic maintenance of school property</li> <li>• Assist with the set-up / pack-up for events and functions, including assisting with the transportation of necessary equipment and food and beverages</li> <li>• Assisting with traffic management</li> <li>• Assisting tradespersons</li> </ul> <p><i>Occupational equivalent: Gardener, Tradesperson</i></p>
<b>Level 5</b>	<p><i>Tradesperson</i></p> <ul style="list-style-type: none"> <li>• Performing advanced maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing, painting or electrical services. This includes use of specialised skills in areas such as cabinet making.</li> <li>• In trades positions, applying the skills taught in a trades certificate or Certificate IV or Diploma, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.</li> <li>• Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports</li> <li>• Responsibility for the security and basic maintenance of school property</li> <li>• Assist with the set-up / pack-up for events and functions, including assisting with the transportation of necessary equipment and food and beverages</li> <li>• Assisting with traffic management</li> <li>• Assisting tradespersons</li> </ul> <p><i>Operations Assistant</i></p> <ul style="list-style-type: none"> <li>• Responsibility for operating and managing the print room</li> <li>• Providing various copying, binding, laminating and other document services</li> <li>• Responsible for ordering and maintaining supplies of paper and toner</li> <li>• Responsible for allocating the cost of printing and copying to various cost centres</li> </ul> <p><i>Occupational equivalent: Tradesperson, Operations Assistant (Print room)</i></p>

Level	Facilities Services – Indicative Duties
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**Level 6**

*Senior Tradesperson*

- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- Managing key projects including renovations and bespoke solutions incorporating a range of trades, including cabinet making, carpentry, plumbing, gas fitting, electrical and other wiring
- Assisting with traffic management
- Assisting other tradespersons

*Operational Co-ordinator (retailing)*

- Responsibility for operating the College canteen, uniform shop or book shop, including recruitment, training, supervision of employees and volunteers
- Assist the Business Manager with the financial performance of the PLC Shop
- Responsible for ordering stock, and liaising with existing and potential suppliers
- Providing other services as required by the College from time to time

*Aquatic Coach*

- Providing training and coaching of individuals and teams in various swimming disciplines
- Responsibility for the PLC Aquatic training program
- Supervising other coaching staff and managing sporting facilities

*Occupational equivalent: Senior Tradesperson, Operational Co-ordinator (Retailing), Aquatic Coach*

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**Level 7**

*Operations Supervisor*

- Responsibility for planning, scheduling and supervising of all aspects of facilities management, traffic management, event planning, infrastructure and gardening maintenance
- Managing a range of functions
- Assist the Facilities Manager with planning of capital works and maintenance projects

*School Nurse*

- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to
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<b>Level</b>	<b>Facilities Services – Indicative Duties</b>
	<p>providing primary care with its associated administrative duties</p> <p><i>Occupational equivalent: Operations Supervisor, School Nurse</i></p>
<b>Level 8</b>	<ul style="list-style-type: none"> <li>• Responsible for co-ordinating all activities undertaken by the College’s Development Office</li> <li>• Responsible for planning and co-ordinating Old Collegian reunions</li> </ul> <p><i>Occupational equivalent: School Development Co-ordinator</i></p>
<b>Level 9</b>	<ul style="list-style-type: none"> <li>• Responsible for the staffing and daily timetabling of the Senior School</li> <li>• Allocates classes to teachers, including casuals, when teachers are absent</li> <li>• Compiles and distributes the list of daily responsibilities and duties</li> <li>• Responsible for the College’s Occupational Health and Safety reporting and compliance</li> <li>• Oversees the design and implementation of OHS compliance programs, including Safe Work Methods, Job Safety Analyses, Materials Safety Data Sheets</li> <li>• Responsible for designing and implementing Return to Work</li> </ul> <p><i>Occupational equivalent: “Senior” School Co-ordinator</i></p>
<b>Level 10</b>	<ul style="list-style-type: none"> <li>• Head Manager of the College’s facilities</li> <li>• Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school</li> <li>• Oversees the maintenance, caretaking and grounds functions</li> <li>• Responsible for ensuring the upkeep of the College in a timely and cost efficient manner</li> <li>• Managing a range of functions</li> <li>• Ensure the College is compliant with legal requirements</li> <li>• Assisting the Business Manager with routine and planned capital expenditure</li> </ul> <p><i>Occupational equivalent: Operational Manager</i></p>

**Level    General Staff Award - Boarding Supervision Services**

- Level 1**
- Performing basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and general functions of the boarding house
  - Applying domestic and interpersonal skills

*Occupational equivalent:* Boarding house assistant

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- Level 2**
- Performing basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and general functions of the boarding house
  - Applying domestic and interpersonal skills

*Occupational equivalent:* Boarding house assistant

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- Level 3**
- Has responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other boarding assistants
  - Deputising from time to time for the person in charge of the boarding house, while undertaking the basic duties

*Occupational equivalent:* Boarding house supervisor

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- Level 4**
- Managing a boarding house, with significant responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other boarding assistants and supervision employees

*Occupational equivalent:* Senior boarding house supervisor

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**Level** Early Learning services – Indicative Duties

- Level 1**
- Assisting in the implementation of the children’s program under supervision
  - Assisting in the implementation of daily care routines
  - Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
  - Understanding and working according to the policies and procedures associated with the children’s program
  - Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director’s nominee
  - Demonstrating knowledge of hygienic handling of food and equipment

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*Occupational equivalent:* Early Learning Childcare Assistant

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**Level 2** NA

- Level 3**
- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
  - Responsibility for recording observations of individual children or groups for program planning purposes for qualified employees
  - Working with individual children with particular needs, under direction
  - Assisting in the direction of untrained employees
  - Undertaking and implementing the requirements of quality assurance
  - Working in accordance with food safety regulations
  - Ensuring a safe environment is maintained for children and employees
  - Ensuring that records are maintained accurately for each child in the employee’s care
  - Developing, implementing and evaluating daily care routines
  - Ensuring adherence to the policies and procedures
  - Liaising with families

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*Occupational equivalent:* Early Learning Educator (Certificate)

- Level 4**
- Exercises similar responsibilities as a grade 3 but an employee at this level has a Diploma in Children’s Services.

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*Occupational equivalent:* Early Learning childcare (Diploma)

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## Laboratory, Library and AV Technicians, and Art and Staff Assistants

### Level Education Services Employees (includes former School Assistants)

**Level 1** This classification applies to employees who are engaged in routine duties requiring no specific skill, prior experience or prior training. The Education Services Employee at this level receives direct supervision from a higher level and does not supervise either students or any other staff. The maximum duration for appointment at this level is one year.

#### Indicative Duties

- Performing basic duties to assist the person in charge of an art room in the daily routines and general functions
- Applying domestic and interpersonal skills

*Occupational equivalent: Art Assistant*

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### Level 2

#### *Art Assistant*

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- Assist with record keeping;
- Collecting, sorting and shelving of goods as required;
- Set out equipment and materials for classrooms/department use;
- Cleaning up after classrooms demonstrating/activities;
- Participate in stocktaking of equipment/materials;
- Ordering supplies and materials
- Assist users with school equipment;
- Assist in the preparation of equipment and purchasing of materials and supplies as required;
- Assist with the clerical duties associated with normal classroom activities;
- Assist with the collection; preparation and distribution of teacher aids
- Assist in the preparation of displays and exhibitions;
- Direct staff and students to resources;
- Assist with the care and operation of equipment and prepare class sets for faculty use;
- Assist users with school equipment;
- Ensure an adequate supply of materials and equipment is available;
- Assist teaching staff and senior technical staff with enforcement of appropriate safety measures;
- Assist with use of computers both for record keeping and as used in classroom.

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**Level Education Services Employees (includes former School Assistants)**

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*Occupational equivalent: Art Assistant*

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**Level 3 Art assistant**

- Liaise with teachers/staff in relation to curriculum requirements;
- Assist with record keeping;
- Collecting, sorting and shelving of goods as required;
- Set out equipment and materials for classrooms/department use;
- Cleaning up after classrooms demonstrating/activities;
- Assist with stocktaking of equipment/materials;
- Assist users with school equipment;
- Ensure an adequate supply of materials and equipment is available;
- Assist teaching staff and senior technical staff with enforcement of appropriate safety measures;
- Assist with use of computers both for record keeping and as used in classroom.
- Participate in team meetings;
- Observe students and draw the attention of the teacher to them when necessary;
- Participate in the monitoring and evaluation of programs and student involvement;
- Assist in the preparation of equipment and purchasing of materials and supplies as required;
- Assist with the clerical duties associated with normal classroom activities;
- Assist with the collection; preparation and distribution of teacher aids

*Occupational equivalent: Art Assistant*

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**Level 4** The employee at this Level has technical responsibilities in the Library.

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
  - Maintaining booking and repair/replacement systems for equipment
  - Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
  - General Library duties as part of the Library team
  - Circulation duties as rostered.
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Level	Education Services Employees (includes former School Assistants)
	<ul style="list-style-type: none"> <li>• Assist with the circulation of loan items and accounting for stock;</li> <li>• Performing open and close duties</li> <li>• Attending scheduled Library Services meetings and all other schedule meetings</li> <li>• Undertake original cataloguing</li> <li>• Providing information services, assistance with equipment and IT support to staff and students</li> <li>• Supervising students in the Library</li> <li>• Supervising Library Committee duties in the Library</li> <li>• Promotion and marketing of Library resources and programs</li> <li>• Shelving, weeding and collection maintenance in conjunction with the Head of Library</li> <li>• Operate automated systems, eg. Library borrowing and cataloguing systems;</li> <li>• Organise and maintaining specialist collections eg. AV;</li> <li>• Undertake bibliographic searching and verification using computerised databases and bibliographic tools;</li> <li>• Assist teachers and students in locating reference materials using standard bibliographic tools;</li> <li>• Following up overdue loans;</li> <li>• Label, cover, assemble, sort or mark resources in accordance with manufacturer's instructions and school procedures;</li> <li>• Assist in the preparation of displays and exhibitions;</li> <li>• Direct staff and students to resources;</li> <li>• Assist with the care and operation of equipment and prepare class sets for faculty use;</li> <li>• Processing books/materials;</li> </ul> <p><i>Occupational equivalent: Library Technician</i></p>
<b>Level 5</b>	<p><i>Library Technician</i></p> <ul style="list-style-type: none"> <li>• Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved</li> <li>• Preparing descriptive cataloguing for library materials</li> <li>• Supervising the operation of circulation systems</li> <li>• Answering reference and information inquiries, other than ready reference</li> <li>• Oversee maintenance of security of equipment and materials;</li> </ul>

<b>Level</b>	<b>Education Services Employees (includes former School Assistants)</b>
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- Develop borrowing strategies;
- Liaise with head of department on curriculum;
- Design of operational processes and strategies for efficient functioning of the unit overall;
- Responsibility for storing, maintenance of computer hardware and software;
- Assist in co-ordination of activities associated with the College's general data base;
- Train, organise and supervise volunteers.
- Ensure maintenance of equipment and materials;
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Assist with labelling, storage, stocktaking and ordering of equipment and material;
- Assist teachers and students to use materials;
- Explain the function and use of equipment to students;
- Manage and maintain specialist collections eg. Library resource material and collections;
- Advise teachers about technical components of curriculum implementation;
- Develop and adapt work methods and organise systems of classification, maintenance and ordering in a school resource centre;
- Demonstrate an understanding of curriculum by adapting teaching aids

*Audio-Visual Technician*

- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Assist with audio and video recording;
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and teachers
- Ensure maintenance of equipment and materials;
- Using equipment and materials, prepare or assist in curriculum support materials or assist students in the preparation of materials, e.g. Photography, video-taping, audio recording, document preparation on computers;
- Assist in instructing students on care and use of equipment and computer

Level	Education Services Employees (includes former School Assistants)
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software;

- Organise and maintaining specialist collections;

*Laboratory Technician*

- Using equipment and materials, assist in preparing curriculum support materials or assist students in the preparation of materials for the purpose of conducting science experiments;
- Ensure maintenance of equipment and materials;
- Assist with labelling, storage, stocktaking and ordering of equipment and material;
- Demonstrate experiments or lab techniques;
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with teachers)
- Providing technical assistance in the operation of a laboratory, where some discretion and judgment are involved
- Evaluate and select equipment and make recommendations for purchase;
- Develop and implement measures for proper laboratory storage, control and handling or disposal of dangerous or toxic substances;
- Using equipment and materials, prepare or assist in curriculum support materials or assist students in the preparation of materials, e.g. Photography, conducting science experiments, video-taping, audio recording, document preparation on computers, language laboratories;
- Provide specialist device under the supervision of senior personnel, to students in relation to the handling and use of materials and equipment;
- Demonstrate experiments or lab techniques;
- Preparation of teaching aids under direction;
- Advise on utilisation of technical program;
- Develop and implement procedures relating to the use and maintenance of equipment and materials;
- Filing and storage of computer software;
- Maintaining inventory of equipment;
- Advise and assist staff in safety matters relating to a specific functional area eg. Handling of chemicals in a science laboratory;
- Assist in instructing students on care and use of equipment and computer software;
- Assist with the development of procedures relating to the use of equipment

Level	Education Services Employees (includes former School Assistants)
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and material;

- Liaise with external organisations and industries for the purpose of acquiring materials and equipment;
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with teachers)
- *Occupational equivalent: AV Technician, Laboratory Technician, Library Technician*

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Level 6	<i>Audio-Visual Technician</i>
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- Providing specialist technical advice, direction and assistance in the employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level
- Provide audio and video recording services at College events, including musicals, plays and concerts;
- Use Non-Linear Editing and Digital Audio Workstation systems to edit and produce recorded material
- Using equipment and materials, prepare curriculum support materials or assist students in the preparation of materials, e.g. Photography, video-taping, audio recording, document preparation on computers;
- Instruct students on care and use of equipment and computer software;
- Provide advice on the equipment and infrastructure required to meet the College's objectives

*Laboratory Technician*

- Using equipment and materials, prepare or assist in curriculum support materials or assist students in the preparation of materials for the purpose of conducting science experiments;
  - Ensure maintenance of equipment and materials;
  - Assist with labelling, storage, stocktaking and ordering of equipment and material;
  - Evaluate and select equipment and make recommendations for purchase;
  - Develop and implement measures for proper laboratory storage, control and handling or disposal of dangerous or toxic substances;
  - Provide specialist device under the supervision of senior personnel, to students in relation to the handling and use of materials and equipment;
  - Demonstrate experiments or lab techniques;
  - Preparation of teaching aids under direction;
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<b>Level</b>	<b>Education Services Employees (includes former School Assistants)</b>
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- Advise on utilisation of technical program;
- Develop and implement procedures relating to the use and maintenance of equipment and materials;
- Maintaining inventory of equipment;
- Advise and assist staff in safety matters relating to a specific functional area eg. Handling of chemicals in a science laboratory;

*Librarian*

- Manage an identifiable autonomous resource unit;
- Manage the operation of circulation materials;
- Design of operational processes and strategies for efficient functioning of the unit overall
- Oversee preparation of displays and exhibits;
- Liaise with outside bodies regarding the use of and access to external materials;
- Major role in policy formulation and in unit planning and in proposing budgetary recommendations;
- Produce resource materials;
- Develop borrowing strategies
- Maintain collection classification, incorporating new technologies and trends using DDC, AACR2/RDA, SCIS
- Library systems maintenance and implementation

*Archivist*

- Assist with the management of the archives and Heritage Centre
- Assist in the maintenance of a reference to support Archive programs and curriculum
- Provide access to PLC archives;

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Assist with material for Old Collegian reunions

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**Level 7**

*Audio-Visual Coordinator*

- Direct the AV strategy for the College in conjunction with the Head of ICT
- Identify AV equipment and tools required for effective delivery of the AV function in the College
- Oversee the bookings and access to AV equipment
- Provide training to staff on the use of AV equipment and tools
- Ensure compliance with all copyright and other compliance obligations

*Senior Technician (Archives)*

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<b>Level</b>	<b>Education Services Employees (includes former School Assistants)</b>
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- Manage the archives and Heritage Centre
  - Maintain a reference to support Archive programs and curriculum
  - Acquire relevant records and items relating to PLC;
  - Encourage the donation of relevant material to the PLC Archive;
  - Accumulate knowledge in order to develop, collect, preserve, store, document classify, exhibit, and interpret;
  - Provide access to PLC archives;
  - Assist with material for Old Collegian reunions
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## Schedule C – General Staff Salaries

The Employer will pay an Ongoing full-time adult employee not less than the annual rate of pay specified for the Employee’s classification prescribed by the following table from the first full pay period commencing on or after 1 February of each of the years from 2015 to 2018.

Note: These salaries reflect overtime and shift allowances for Boarding Services and Facilities Services Employees. These salaries do not include any Leave Loading referred to in cl.23.6.

This table reflects annual salaries for full-time Employees entitled to five weeks annual leave, or those Employees paid as such.

<b>Classification Level</b>	<b>2015 \$</b>	<b>2016 \$</b>	<b>2017 \$</b>	<b>2018 \$</b>
	3.5%	3.5%	3.3%	3.3%
1.1	\$44,505	\$46,063	\$47,583	\$49,153
1.2	\$46,058	\$47,670	\$49,243	\$50,868
2.1	\$48,645	\$50,348	\$52,009	\$53,725
2.2	\$49,680	\$51,419	\$53,116	\$54,868
2.3	\$50,715	\$52,490	\$54,222	\$56,012
3.1	\$52,785	\$54,632	\$56,435	\$58,298
3.2	\$53,820	\$55,704	\$57,542	\$59,441
3.3	\$55,787	\$57,739	\$59,644	\$61,613
4.1	\$56,408	\$58,382	\$60,308	\$62,299
4.2	\$57,443	\$59,453	\$61,415	\$63,442
4.3	\$59,337	\$61,413	\$63,440	\$65,533
5.1	\$60,548	\$62,667	\$64,735	\$66,871
5.2	\$62,100	\$64,274	\$66,395	\$68,586
5.3	\$63,653	\$65,880	\$68,054	\$70,300
6.1	\$65,205	\$67,487	\$69,714	\$72,015
6.2	\$66,758	\$69,094	\$71,374	\$73,729
6.3	\$69,759	\$72,201	\$74,583	\$77,044
7.1	\$72,450	\$74,986	\$77,460	\$80,016

7.2	\$74,520	\$77,128	\$79,673	\$82,303
7.3	\$77,884	\$80,610	\$83,270	\$86,018
8	\$80,730	\$83,556	\$86,313	\$89,161
9	\$85,905	\$88,912	\$91,846	\$94,877
10	\$93,150	\$96,410	\$99,592	\$102,878

This table reflects annual salaries for full-time Employees entitled to not to attend during school holidays, or those Employees paid as such.

<b>Classification Level</b>	<b>2015 \$</b>	<b>2016 \$</b>	<b>2017 \$</b>	<b>2018 \$</b>
	3.50%	3.50%	3.30%	3.30%
1.1	\$38,534	\$39,883	\$41,199	\$42,559
1.2	\$39,879	\$41,274	\$42,636	\$44,043
2.1	\$42,119	\$43,593	\$45,032	\$46,518
2.2	\$43,015	\$44,521	\$45,990	\$47,508
2.3	\$43,911	\$45,448	\$46,948	\$48,497
3.1	\$45,704	\$47,303	\$48,864	\$50,477
3.2	\$46,600	\$48,231	\$49,822	\$51,467
3.3	\$48,302	\$49,993	\$51,643	\$53,347
4.1	\$48,840	\$50,550	\$52,218	\$53,941
4.2	\$49,736	\$51,477	\$53,176	\$54,931
4.3	\$51,376	\$53,174	\$54,929	\$56,742
5.1	\$52,425	\$54,260	\$56,050	\$57,900
5.2	\$53,769	\$55,651	\$57,487	\$59,384
5.3	\$55,113	\$57,042	\$58,925	\$60,869

6.1	\$56,457	\$58,433	\$60,362	\$62,354
6.2	\$57,802	\$59,825	\$61,799	\$63,838
6.3	\$60,401	\$62,515	\$64,578	\$66,709
7.1	\$62,730	\$64,926	\$67,069	\$69,282
7.2	\$64,523	\$66,781	\$68,985	\$71,261
7.3	\$67,435	\$69,796	\$72,099	\$74,478
8	\$69,900	\$72,346	\$74,734	\$77,200
9	\$74,380	\$76,984	\$79,524	\$82,149
10	\$80,653	\$83,476	\$86,231	\$89,077

This table reflects annual salaries for full-time Employees entitled not to attend during school holidays, or those Employees paid as such.

Where there is more than one minimum pay point for a classification level an employee will be eligible for movement to the next highest pay point within the classification level after each 12-month period of continuous service. As a new classification structure has been implemented from 1 February 2015, the movement to the next pay point within the classification level will occur from 1 February 2016 provided the Employee has completed 12 months of continuous service.

Movement to the next pay point within a classification level will occur unless a review implemented by the Employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.

## **Schedule D – Conditions and Salaries for School Officers**

### **D Application**

- D.1.1 This Schedule applies to School Officers employed prior to the commencement date of this Agreement.
- D.1.2 This Schedule has the effect of retaining the employment arrangements for an Employee whilst the Employee remains in the same position of employment with the Employer. Should an Employee apply for and be granted, or be offered and accept, another position of employment with the Employer, by agreement between the Employer and the Employee the conditions in this Schedule will cease to apply from the date of appointment to the new position.
- D.1.3 The clauses in this Schedule apply to the exclusion of the relevant clause in the Agreement, as specified in this Schedule.

### **D.2 Classifications**

An Employee who is a School Officer will be classified in accordance with the classifications in cl.37 – Classifications and Schedule A – General Staff Classifications.

### **D.3 Salary**

- D.3.1 A School Officer will be classified according to the salary structure in cl.37 – Classifications and Schedule B – General Staff Salaries, and the Employer will pay an Ongoing full-time adult Employee not less than the rate specified in Schedule B.
- D.3.2 An Ongoing part-time Employee will be entitled to be paid the pro rata of the full-time salary based upon the Employee's classification and ordinary hours of work.

### **D.4 Ordinary hours of work**

Instead of cl.14.2(a) of the Agreement, the ordinary hours of work for a full-time Employee are 35 hours per week, which may be worked on any day from Monday to Friday between 8.00 am and 5.00 pm.

### **D.5 Rostered days off**

- D.5.1 A full-time Employee will be entitled to one Rostered Day Off per month subject to Sch. D.5. Instead of cl.16 of the Agreement, an Ongoing full-time Employee will be entitled to work the ordinary hours of work provided by Sch.C.4 over 20 days in each 21 day period.
- D.5.2 The Employee will work 147 hours over 20 days in each 21 day period with one rostered day off (RDO) on full pay in each such period so as to give one RDO per month (i.e. 12 RDOs per annum).
- D.5.3 An Employee will work 21 minutes for each 7.35 hour day (7 hours and 21 minutes) worked to give the Employee an entitlement to take rostered days off.
- D.5.4 The Employee and the Employee's supervisor may agree to the RDO for a 21 day period being taken as two half-days rather than one full day.

- D.5.5 The Employee and the Employee's supervisor may agree to accumulate RDOs for the purpose of taking RDOs in non-term weeks within the School year in which the RDOs have been accrued.
- D.5.6 An Employee may request to work 35 hours per week rather than work under the RDO arrangement.
- D.5.7 Time taken as annual leave and personal/carer's leave will count as time worked towards accruing RDOs. Time taken as long service leave will not count towards accruing RDOs.
- D.5.8 A maximum of 12 RDOs may be accrued unless permission has been obtained from the Principal or the Business Manager.

## **D.6 Annual leave**

- D.6.1 Instead of cl.0 of the Agreement, an Employee is entitled to five (5) weeks' annual leave per year of service.
- D.6.2 Annual leave is taken during the College's designated shut-down period over Christmas/New Year period.
- D.6.3 The remaining period of annual leave is generally taken during Non-term weeks.

## **D.7 Additional days**

- D.7.1 Where an Employee's ordinary hours of work include one or more of the following days, the Employee is entitled to not attend for work on the following days:
- Easter Tuesday (except where the Employer has designated Easter Thursday in a particular year);
  - the mid-term break in August;
  - the Monday before Melbourne Cup Day; and
  - the working day following the date on which the College closes prior to Christmas.
- D.7.2 An Employee with an entitlement pursuant to Sch.D.7.1 will be paid for the day.
- D.7.3 The days in Sch.D.7.1 do not accrue RDOs.

## **Schedule E – Conditions and Salaries for Boarding Services Employees**

### **E Application**

- E.1.1 This Schedule applies to an employee employed as a Boarding Services Employee (Boarding House Assistants and Supervisors).
- E.1.2 The clauses in this Schedule apply to the exclusion of the relevant clause in the Agreement, as specified in this Schedule.

### **E.2 Classifications**

An Employee who is a Boarding House Assistant or Supervisor will be classified in accordance with the classifications in cl.37 – Classifications and Schedule A – General Staff Classifications.

### **E.3 Salary**

- E.3.1 A Boarding Services Employee will be classified according to the classification structure in cl.37 – Classifications, and the Employer will pay an Ongoing full-time adult Employee not less than the rate specified in Schedule C – General Staff Salaries.
- E.3.2 An Ongoing part-time Employee will be entitled to be paid the pro rata of the full-time salary based upon the Employee's classification and ordinary hours of work.
- E.3.2 The salary reflects five (5) weeks' annual leave and is therefore an Annualised Salary in accordance with cl.42 - Annualised salaries.
- E.3.3 In recognition of being paid an Annualised Salary the following clauses of the Agreement do not apply to an ongoing Boarding Services Employee:
- cl.17 - Shiftwork
  - cl.18 - Penalty Rates
  - cl.19 - Overtime

### **E.4 Ordinary hours of work**

- E.4.1 The ordinary hours of work for a full-time Boarding Services Employee are 38 hours per week in accordance with cl.14.2(g) of the Agreement - Ordinary hours of work, which may be worked on any day from Monday to Sunday between 6.30 am and 6.30 pm.

### **E.5 Breaks between period of duty**

- E.5.1 An Employee will be entitled to a minimum break of 10 consecutive hours (which can be reduced to 8 hours by agreement between the Employer and the Employee) between the end of one period of duty and the beginning of the next in accordance with cl.0. This applies in relation to both ordinary hours and where overtime is worked.
- E.5.2 Where the Employer requires an Employee to continue or resume work without having a break of 10 consecutive hours off duty (or 8 hours , if so agreed), the Employee is entitled to be absent from duty without loss of pay until a 10-hour (or an 8-hour break,

if so agreed) has been taken, or be paid at 200% of the ordinary rate of pay until released from duty in accordance with cl.14.5(f).

- E.5.3 Sch.E.5.1 and E.5.2 does not apply to a Boarding Services Employee where the periods of duty are concurrent with a sleepover, or to a Boarding Services Employee working a broken shift.

## **E.6 Meal and Rest Breaks**

- E.6.1 A Boarding Services Employee who is employed to work five or more hours on a day are entitled to an meal break of not less than 30 minutes and not more than 60 minutes, as determined by the Employer. Where a Boarding Services Employee is required to supervise students during the evening meal in the boarding house, the Boarding Services Employee is entitled to take a meal with the students, which will be regarded as a paid 30-minute meal break. This is in accordance with cl.15(b).
- E.6.2 At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10-minute rest breaks. This is in accordance with cl.15(c).

## **E.7 Rosters**

- E.7.1 Boarding Services Employees will be consulted over changes to the structure of shift rosters and the rosters for each Employee. This first draft of the roster for the following term will be published four weeks prior to the commencement of the following term. Following consultation, the final roster will normally apply from the start of a school term with consultation in the previous term. Individual changes and shift swaps may happen at any time by agreement with the College.
- E.7.2 Where a Boarding Services Employee agrees to work an additional shift not on their roster, the Boarding Services Employee is entitled to time in lieu at a mutually agreed time.
- E.7.3 A Boarding Services Employee is entitled to a break of 48 consecutive hours within each 7 day period of their roster.
- E.7.4 A roster operates over Term Weeks only in accordance with Term Weeks in cl.3 - Definitions and interpretation. A Boarding Services Employee is entitled to not attend for work during the Non Term Weeks of the School Year, however, a Boarding Services Employee may be rostered on to cover trial exam and exam periods for up to 25 hours per year (during the September holidays and November respectively). Non Term Weeks includes five weeks' annual leave.
- E.7.5 A Boarding Services Employee who does not work for all Term Weeks in a School Year is paid for Non-term Weeks on a pro-rata basis.
- E.7.6 Each shift will be a minimum of two hours, including each part of a broken shift in accordance with cl.17(i).

## **E.8 Sleepovers**

- E.8.1 A Boarding Services Employee will be paid an allowance equivalent to 2 hours' work at the ordinary time rate each time the Boarding Services Employee sleeps over as part of their shift. A Boarding Services Employee will be rostered for no more than 3 sleepovers for every 7 day period.
- E.8.2 Time between 10.30 pm and 6.30 am will not count as a break in shift or as time worked except where student supervision is required.
- E.8.3 Where a Boarding Services Employee is required to supervise students during a sleepover between 10.30 pm and 6.30 am, the Boarding Services Employee will be paid at time and a half, and a minimum of a half hour of time applies (45 minutes' pay).
- E.8.4 A Boarding Services Employee who is rostered on a sleepover will be provided with suitable accommodation only for themselves for the night of the sleepover, including reasonably convenient bathroom facilities, at no cost to the Employee.

## **E.9 Public Holidays**

- E.9.1 A Boarding Services Employee who is requested to work on a prescribed public holiday will be paid at the rate of time and a half. For the purposes of this clause, the following are considered to be prescribed public holidays: New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day, Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

## **E.10 Casual Boarding House Assistants**

- E.10.1 A casual Boarding House Assistant will be paid at an hourly rate calculated as follows:
- the relevant annual rate for their Level in cl.36 and Schedule C,
  - divided by 52.18 (weekly rate),
  - divided by 38 (hourly rate),
  - multiplied by 1.25 (casual loading).
- E.10.2 A casual Boarding Services Employee will be entitled to the benefits of all sub-clauses above except that -
- cl.18 - Penalty rates and 19 - Overtime do not apply to any additional time worked, however penalty rates applicable to public holidays worked are payable in accordance with Sch.E.9.1.
  - The process of roster consultation in Sch.E.7.1 does not apply, as each casual engagement will be by agreement.

## Schedule F – Music Tutoring Employees

### F.1 Application

This Schedule applies to an Ongoing Music Tutoring (MT) Employee.

### F.2 Salary

The Employer will pay a full-time adult MT Employee not less than the annual rate of pay specified for the MT Employee’s classification prescribed by the following table from the first full pay period commencing on or after 1 February for each of the years from 2015 to 2018.

Note: These salaries do not include any Leave Loading referred to in cl.23.6.

Classification Level	2015 \$	2016 \$	2017 \$	2018 \$
1.1	\$74,360	\$76,962	\$79,502	\$82,125
1.2	\$76,477	\$79,154	\$81,766	\$84,464
2.1	\$77,877	\$80,602	\$83,262	\$86,010
2.2	\$78,788	\$81,546	\$84,237	\$87,017
3.1	\$79,885	\$82,681	\$85,410	\$88,228
3.2	\$80,849	\$83,679	\$86,440	\$89,293
4.1	\$81,895	\$84,762	\$87,559	\$90,448
4.2	\$83,318	\$86,234	\$89,079	\$92,019
5.1	\$84,870	\$87,840	\$90,739	\$93,734
5.2	\$86,423	\$89,447	\$92,399	\$95,448

Where there is more than one minimum pay point for a classification level a MT Employee will be eligible for movement to the next highest pay point within the classification level after each 12month period of continuous service, following a performance review which the Employer will complete before the end of the 12month period. As a new classification structure has been implement for 2015 the movement to the next pay point within the classification level will occur from 1 February 2016 provided the MT Employee has completed 12 months of continuous service.

### **F.3 Classifications – Music Tutoring**

An MT Employee will be classified according to the MT Employee's level of experience, qualifications and expertise in the chosen instrument(s). The MT Employee is required to meet the criteria in all three of these areas in order to progress to the next level.

A Full-Time MT Employee is employed for 38 hours per week. Contact time includes teaching students and conducting musical groups. Other roles include administration, writing reports and lesson preparation (including learning accompaniments).

#### **F.3.1 MTS Level 1**

##### **Qualifications**

A Music Tutor at this level is not required to have formal relevant musical qualifications.

##### **Years of experience**

1 – 2 years of relevant experience teaching the specific instrument(s) taught.

##### **Relevant tuition experience**

The Music Tutor at this level will be proficient in the specific instrument taught as well as having regularly performed in musical groups.

##### **Expertise**

The Music Tutor at this level will be proficient in the specific instrument taught.

#### **F.3.2 MTS Level 2**

##### **Qualifications**

A Music Tutor at this level undertakes duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate or approved diploma or equivalent or from the on-the job experience considered relevant by the employer.

##### **Years of experience**

3 – 4 years of relevant experience teaching the specific instrument(s) taught.

##### **Expertise**

The Music Tutor at this level will be proficient in the specific instrument taught as well as having regularly performed in musical groups.

#### **F.3.3 MTS Level 3**

##### **Qualifications**

A Music Tutor, in addition to the knowledge and skills required at Level 2, will hold a relevant three-year post-secondary qualification.

##### **Years of experience**

5 – 8 years of relevant experience performing and teaching the specific instrument(s) taught. This will include some experience teaching VCE / IB students or equivalent AMEB students.

##### **Expertise**

The Music Tutor at this level will be proficient in playing their specific instrument, as well as having regularly performed in musical groups.

#### F.3.4 MTS Level 4

##### Qualifications

A Music Tutor, in addition to the knowledge and skills required at Level 3, will hold a relevant three-year post-secondary qualification.

##### Years of experience

8 – 12 years plus relevant experience performing and teaching the specific instrument(s) taught. This will include 5 or more years of experience teaching VCE / IB students or equivalent AMEB students.

##### Expertise

The Music tutor at this level will be highly proficient in playing the specific instrument taught, as well as either, performing as soloist or in groups at a professional level, or giving master classes or running workshops, or adjudicating competitions and eisteddfods, or examining VCE, AMEB or any other high level performance examinations.

#### F.3.5 MTS Level 5

##### Qualifications

A Music Tutor, in addition to the knowledge and skills required at Level 3, will hold a relevant three-year post-secondary qualification.

##### Years of experience

12 years plus relevant experience performing and teaching the specific instrument(s) taught. This will include significant experience teaching VCE / IB students or equivalent AMEB students.

##### Expertise

The Music tutor at this level will be highly proficient in playing the specific instrument taught, as well as either, performing as soloist or in groups at a professional level, or giving master classes or running workshops, or adjudicating competitions and eisteddfods, or examining VCE, AMEB or any other high level performance examinations.

## **Schedule G – General Staff Allowances**

### **G.1 Caretakers' accommodation**

A Facilities Services Employee, who is employed in a caretaking role and who is required by the Employer to reside in premises provided by the Employer, will be provided with living quarters and an allowance for fuel and light at no cost to the Employee.

The on call and recall allowances in Sch.F.3 do not apply to a caretaker provided with accommodation.

### **G.2 Meal allowance**

Where the Employer requires an Employee:

- (a) to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours or 8 hours, if an employee is working under a rostered days off arrangement), the Employer will provide a meal to the Employee through the boarding house. The exception to this is if an Employee could reasonably return home for a meal or where a meal cannot be provided by the boarding house, which will result in the payment of a meal allowance of \$15.00;
- (b) employed in a boarding role, to be on duty during meal times, the Employee will be entitled to the meal provided to the College's boarding students.

### **G.3 On call and recall allowance**

- (a) On call allowance

An on call allowance will be paid to an Employee who is required by the Employer to hold themselves available to be recalled to work. The Employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the Employee is required to be on call.

- (b) Recall allowance

An Employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with the Employee's ordinary hours of duty.

- (c) Exceptions

The on call and recall allowances do not apply to:

- (i) an Employee paid a sleepover allowance in accordance with Sch.F.4; or
- (ii) an Employee provided with reasonable accommodation, including living quarters, fuel and light (or an allowance for fuel and light), and available to the Employee for the Employee's exclusive use at no cost to the Employee.

#### **G.4 Sleepover allowance**

- (a) Subject to Sch.G.4(b), where the Employer requires a Boarding Services Employee or a Nursing Services Employee to sleepover on the Employer's premises or at a school camp site for a period outside that of the Employee's normal rostered hours of duty, the following arrangements will apply:
  - (i) the Employee will be entitled to an amount of two hours of the ordinary hourly rate of pay per sleepover, which is defined as sleeping in at night to undertake duty of care requirements and to be on call for emergencies;
  - (ii) where the Employee is required by the Employer to perform work during a sleepover, the Employee will be paid for the time worked at the rate of 150% of the ordinary hourly rate of pay with a minimum payment being for 30 minutes;
  - (iii) any time worked under clause Sch.F.4(a) (ii) will not be taken into account for the purposes of cl.12 – Types of employment, and cl.14 – Ordinary hours of work;
  - (iv) the payments in this subclause will not extend beyond the period of the sleepover; and
  - (v) the Employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the Employee.
- (b) An Employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the Employee for their exclusive use, is not entitled to the sleepover allowance under Sch.G.4(a).

#### **G.5 Uniform/protective clothing allowance**

- (a) Where the Employer requires an Employee to wear protective clothing or a uniform, which includes clothing and/or footwear, during the performance of the Employee's duties, the Employer will provide the uniform or protective clothing. The Employee is responsible for laundering the clothing items.
- (b) Where an Employee is required to work in the rain, the Employee will be supplied with adequate rainproof clothing.

#### **G.6 Vehicle allowance**

An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties must be paid the following allowances:

##### **Motor car**

\$0.78 per kilometre with a maximum payment as for 400 kilometres per week.

##### **Motorcycle**

\$0.26 per kilometre with a maximum payment as for 400 kilometres per week.

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

**G.7 Higher duties allowance**

- (a) The Employer may appoint an Employee to an acting position to temporarily perform duties applicable to a classification higher than the Employee's current classification.
- (b) Where an Employee is required by the Employer to perform such duties for more than three days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are required to be performed.

## **Schedule H – Long Service Leave**

### **H.1 General Staff Employee**

A General Staff Employee, other than a General Staff Employee to whom one of Sch.G.2, G.3 or G.4 applies, is entitled to long service leave in accordance with the Long Service Leave Act 1992 (Vic).

### **H.2 General Staff Employee – Nursing Services Employee**

A General Staff Employee who would have been employed pursuant to the Victorian Independent Schools – Nurses – Award 2003 (AW821844CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.32 - Long service leave.

#### Clause 32 – Long service leave

##### 32.1 Preamble

A nurse is entitled to long service leave on ordinary pay in respect of continuous employment with one and the same employer or the employer's successor.

##### 32.2 Entitlement

32.2.1 A nurse who has completed 10 years' continuous employment with the employer is entitled to 13 weeks' long service leave.

32.2.2 A nurse is entitled to an additional 6 1/2 weeks' (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the employer.

##### 32.3 Termination of employment

32.3.1 A nurse who has completed more than 10 years' continuous employment with the employer and whose employment is terminated otherwise than by the death of the nurse is entitled to an amount of long service leave equal to one-fortieth of the period of the nurse's continuous employment since the last accrual of entitlement to long service leave under cl.32.2.1 and 32.2.2.

32.3.2 A nurse who has completed at least 7 but less than 10 years of continuous employment with the employer and whose employment is terminated for any cause other than by the employer for serious misconduct, is entitled to such amount of long service leave as equals one-fortieth of the period of the nurse's continuous employment.

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

32.3.4 Where a nurse who has completed more than 10 years' continuous employment with an employer dies while still in continuous employment of such employer, the employer (in addition to any sum payable under

cl.32.3.3 will pay to the nurse's personal representative in respect of any period of such continuous employment which is after the last accrual of entitlement to long service leave pursuant to cl.32.2.2 a sum equal to the amount of the nurse's ordinary pay for a period equalling one fortieth of such fractional period.

32.3.5 Where a nurse who has completed at least 7 years but less than 10 years of continuous service with an employer dies while still in the employment of such employer, the employer will pay to the nurse's personal representative a sum equal to the amount of the nurse's ordinary pay for the period equalling one fortieth of the nurse's fractional employment.

#### 32.4 Payment in lieu

32.4.1 Except as provided in this clause, an employer will not make payment in lieu of any long service leave or part thereof to a nurse or the nurse's personal representative.

32.4.2 Except as provided in this clause, a nurse or a nurse's personal representative will not accept payment in lieu of any long service leave or part thereof.

#### 32.5 Illness on long service leave

32.5.1 Subject to the production of a supporting medical certificate, a nurse who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the nurse is entitled to sick leave.

32.5.2 Subject to cl.32.5.1, the nurse's long service leave will be extended by the period of illness.

32.5.3 An exception to cl.32.5.1 is that an employer and a nurse may agree that the nurse will return from long service leave as planned with the period of illness increasing the nurse's accrued long service leave entitlement.

#### 32.6 Mode of employment and payment

32.6.1 A nurse whose service has been

- all full-time or
- all at the same part-time fraction

is paid during long service leave at the nurse's normal salary.

32.6.2 A nurse 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 (i.e., mean) of the nurse's time fractions over the period of eligible service.

Cl.31 – Personal leave also provides for illness whilst on long service leave as follows.

31.3.4

- (a) Subject to a nurse meeting the requirements specified by cl.31.3.4(b), a nurse is entitled to leave for personal injury and sickness in lieu of long service leave but only to the extent that the nurse is entitled to leave for personal injury and sickness.
- (b) An employer may require a nurse who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the employer's choice, provided the practitioner is reasonably accessible to the nurse.

### **H.3 General Staff Employee – Clerical and Administrative Employee**

A General Staff Employee who would have been employed pursuant to the Victorian Independent Schools – Clerical and Administrative Employees – Award 2004 (AW837335CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.27 – Long service leave.

The relevant provisions of cl.27 – Long service leave are as follows.

#### 27. Long service leave

##### 27.1 Entitlement

An employee is entitled to long service leave in accordance with the provisions of the Long Service Leave Act 1992 (Vic.) as amended from time to time.

##### 27.2 Payment

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.

### **H.4 General Staff Employee – School Assistant**

A General Staff Employee who would have been employed pursuant to the Victorian Independent Schools – School Assistants – Award 19982004 (AW802122CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.26 – Long service leave.

Cl.26 – Long service leave is as follows.

#### 26. Long service leave

A school assistant is entitled to long service leave in accordance with the provisions of the Long Service Leave Act 1992 (Vic.) as amended from time to time.

Cl.25 – Personal leave provides illness on long service leave as follows:

- 25.3.4 An employer may require a school assistant who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner who is reasonably accessible to the school assistant.

EXECUTED as an agreement this 9th day of July 2015

**EMPLOYER REPRESENTATIVE**

Signed: 

Date: 9 July 2015

Name in full (printed): Christopher Hamish Blair

Position title: Business Manager

Authority to sign explained: Public Officer of the College

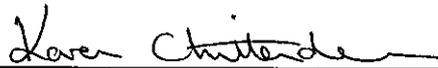
Address: 141 Burwood Highway, Burwood, Victoria 3125

Witnessed by: 

Witness name in full: Kylie Wealands

Witness address: 141 Burwood Highway, Burwood, Victoria 3125

**EMPLOYEE REPRESENTATIVE**

Signed: 

Date: 9 July 2015

Name in full (printed): Karen Lee Chittenden

Position title: Office Secretary

Authority to sign explained: Nominated Staff Representative

Address: 141 Burwood Highway, Burwood, Victoria 3125

Witnessed by: 

Witness name in full: Kylie Wealands

Witness address: 141 Burwood Highway, Burwood, Victoria 3125



*Presbyterian Ladies' College*

MELBOURNE

PRESBYTERIAN  
LADIES' COLLEGE  
MELBOURNE

140 years

1875 - 2015

Commissioner Bissett  
Fair Work Commission  
11 Exhibition Street, Melbourne Victoria 3000  
GPO Box 1994, Melbourne Victoria 3001

Via email: [chambers.bissett.c@fwc.gov.au](mailto:chambers.bissett.c@fwc.gov.au)

23 July 2015

Dear Commissioner Bissett

**Re: AG2015/3811 - Application for approval of the Presbyterian Ladies' College  
General Staff Agreement 2015 - 2018**

I refer to the email sent in relation to clause 8.5(a) of the proposed Presbyterian Ladies' College General Staff Agreement 2015 – 2018 (the Agreement) in relation to Agreement Flexibility, which states:

“8.5 The Employer or Employee may terminate the individual flexibility arrangement:  
(a) by giving 8 weeks written notice to the other party to the arrangement.”

You have advised that Section 203(6)(a) of the Fair Work Act 2009 (the Act) requires that a flexibility term must require that it be able to be terminated by giving 28 days' notice (or at any time if they agree in writing). In this respect the term of the Agreement appears to breach the provision of the Act.

Presbyterian Ladies' College hereby undertakes that the arrangement entered into in accordance with clause 8 of the Agreement may be terminated by giving 28 days written notice to the other party or at any other time if the parties agree in writing.

Yours sincerely

Hamish Blair  
Business Manager