DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St Catherine’s School
(AG2015/7001)

ST CATHERINE’S SCHOOL - TEACHER’S AGREEMENT 2016

Educational services

COMMISSIONER ROE

MELBOURNE, 29 JANUARY 2016

Application for approval of the St Catherine’s School - Teacher’s Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the St Catherine’s School - Teacher’s Agreement 2016 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by St Catherine’s School. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement was approved on 29 January 2016 and, in accordance with s.54, will operate from 5 February 2016. The nominal expiry date of the Agreement is 5 February 2019.
27 January 2016

Commissioner Roe  
Fair Work Commission  
PO Box 1994,  
MELBOURNE, VIC 3001

RE: AG2015/7001 - Lodgement St Catherine’s School - Teachers Agreement 2016

Dear Commissioner Roe,

Further to your correspondence on 21 January 2016 regarding the lodgement of the “St Catherine’s School - Teacher’s Agreement 2016” (the Agreement) the School makes the following undertaking:

Termination – Probationary Teachers

The School confirms that probationary teachers will receive the termination entitlement under the Educational Services (Teachers) Award 2010 instead of the termination period stated in the Agreement.

I have discussed this with the Independent Education Union Vic/Tas and they have confirmed that they are satisfied with this undertaking regarding notice of termination for Probationary teachers (please refer to attached email).

Again this matter has been discussed with the nominated bargaining representatives and they are satisfied with this undertaking in relation to this matter.

If you have any queries please feel free to contact me on 03 9828 3025 or via email cmorahan@stcatharines.net.au

Yours sincerely,

Ms Cassandra Morehan  
Human Resources Manager

CC: Ms Therese O’Loughlin
St Catherine’s School Teacher’s Agreement 2016

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St Catherine’s School - Teachers Agreement 2016

Part 1—APPLICATION AND OPERATION

1. TITLE

This Agreement is to be known as the St Catherine’s School – Teacher’s Agreement 2016 (the Agreement) and is a single enterprise agreement made pursuant to section 172 (2) of the Fair Work Act 2009 (Cth.) (the Act).

2. COMMENCEMENT AND PERIOD OF OPERATION

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

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

3. DEFINITIONS AND INTERPRETATION

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident Compensation Act</td>
<td>means the Workplace Injury Rehabilitation and Compensation Act 2013 or its successor(s)</td>
</tr>
<tr>
<td>Act</td>
<td>means the Fair Work Act 2009 (Cth) or its successor(s)</td>
</tr>
<tr>
<td>Attendance Time</td>
<td>means all days of the School year less Non Attendance Time and the period of annual leave</td>
</tr>
<tr>
<td>Award</td>
<td>means the Educational Services (Teachers) Award 2010 or its successor(s)</td>
</tr>
<tr>
<td>Casual Teacher</td>
<td>means a Teacher employed pursuant to Clause 11.6 of this Agreement</td>
</tr>
<tr>
<td>Early Learning Centre</td>
<td>means the centre providing the core curriculum to children under school age (three, four and five year old children)</td>
</tr>
<tr>
<td>Educational Program</td>
<td>means the core curriculum for the Early Learning Centre, the Junior School and the Senior School of St Catherine’s School</td>
</tr>
<tr>
<td>Employer</td>
<td>means St Catherine’s School [ABN 90 004 251 816] trading as St Catherine’s School</td>
</tr>
<tr>
<td>Face to Face Teaching</td>
<td>means timetabled classes for a Teacher</td>
</tr>
<tr>
<td>Five year trained Teacher</td>
<td>means a Teacher:</td>
</tr>
<tr>
<td></td>
<td>• who has completed an undergraduate degree or a degree in education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or</td>
</tr>
<tr>
<td></td>
<td>• who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers</td>
</tr>
<tr>
<td>Fixed term Teacher</td>
<td>means a Teacher employed pursuant to Clause 11.5 of this Agreement</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<td>-------------------------------------------</td>
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<tr>
<td>Four year trained Teacher</td>
<td>means a Teacher:neider who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university; or</td>
</tr>
<tr>
<td></td>
<td>who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or</td>
</tr>
<tr>
<td></td>
<td>who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers</td>
</tr>
<tr>
<td>Full time Teacher</td>
<td>means a Teacher employed pursuant to Clause 11.3 of this Agreement</td>
</tr>
<tr>
<td>FWC</td>
<td>means the Fair Work Commission</td>
</tr>
<tr>
<td>Immediate Family</td>
<td>means:</td>
</tr>
<tr>
<td></td>
<td>- spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Teacher. A de facto spouse means a person who, although not legally married to the Teacher, lives with the Teacher in a relationship as a couple on a bona fide domestic basis</td>
</tr>
<tr>
<td></td>
<td>- child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, grandparent, grandchild or sibling of the Teacher or spouse of the Teacher</td>
</tr>
<tr>
<td>Junior School</td>
<td>means the core curriculum for children in Prep to Year 6</td>
</tr>
<tr>
<td>LSL Act</td>
<td>means the <em>Long Service Leave Act 1992</em> (Vic) or its successor(s)</td>
</tr>
<tr>
<td>NES</td>
<td>means the National Employment Standards as contained in Part 2-2 of the <em>Fair Work Act 2009</em> (Cth)</td>
</tr>
<tr>
<td>Non Attendance time</td>
<td>Means a period of time that will be announced in advance of the new School Year and will not be less than the School holidays mandated by the Victorian government teachers (less 4 weeks' annual leave)</td>
</tr>
<tr>
<td>Permission to Teach Teacher</td>
<td>means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <em>Education and Training Reform Act 2006</em> (Vic.) and is engaged to undertake the duties of a Teacher, which includes the delivery of the School's educational program and the assessment of student participation in the educational program</td>
</tr>
<tr>
<td>Principal</td>
<td>means the Principal of St Catherine's School or his/her nominee</td>
</tr>
<tr>
<td>Registered Medical Practitioner</td>
<td>means a person who is qualified to practise medicine in Australia and is registered with the Medical Board of Australia</td>
</tr>
<tr>
<td>School</td>
<td>means St Catherine’s School [ABN 90 004 251 816] trading as St Catherine’s School</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>School Council</td>
<td>Means the representatives, either elected or appointed, to manage the School and the custody and control of its funds and property</td>
</tr>
<tr>
<td>School year</td>
<td>means the period of 12 months commencing from the day that Teachers are required to attend the School for the new educational year or the calendar year, as determined by the School, and includes attendance time and non-attendance time</td>
</tr>
<tr>
<td>Senior School</td>
<td>means the core curriculum for students in Year 7 to Year 12</td>
</tr>
<tr>
<td>Standard rate</td>
<td>means the annual salary applicable to Level 1 for an employee</td>
</tr>
<tr>
<td>Student Supervision Hours</td>
<td>means the hours that the Early Learning Teacher is required to supervise students in the Early Learning Centre Educational Program. Student Supervision Hours exclude non-supervisory duties such as preparation, administrative and associated responsibilities</td>
</tr>
<tr>
<td>Teacher</td>
<td>means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <em>Education and Training Reform Act 2006 (Vic)</em> and is employed to teach an educational program in the Early Learning Centre, Junior School or Senior School. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.</td>
</tr>
<tr>
<td>The Leadership Team</td>
<td>means a member of staff who are determined by the Principal to be members of the School's management group</td>
</tr>
<tr>
<td>Three year trained teacher</td>
<td>means a Teacher:</td>
</tr>
<tr>
<td></td>
<td>• who has completed an undergraduate degree or a degree in education that requires three years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching, and who has been granted permission to teach by the Victorian Institute of Teaching; or</td>
</tr>
<tr>
<td></td>
<td>• who has completed a degree in early childhood education that requires three years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers</td>
</tr>
<tr>
<td>Victorian Institute of Teaching</td>
<td>means the statutory authority for the registration of Teachers established pursuant to the <em>Education and Training Reform Act 2006 (Vic)</em>.</td>
</tr>
</tbody>
</table>

4. **COVERAGE**

4.1 This Agreement covers:
   a) the School;
   b) Teachers

4.2 This Agreement does not cover:
   a) a Principal;
   b) a Deputy Principal by whatever name called;
   c) a member of the Senior Leadership Team;
d) an employee who is covered by the *Educational Services (Schools) General Staff Award 2010*; or

e) any Teacher 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)*.

5. RELATIONSHIP TO AWARD

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

6. THE NATIONAL EMPLOYMENT STANDARDS

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

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

7. NO EXTRA CLAIMS

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

8. AGREEMENT FLEXIBILITY

8.1 The School and a Teacher covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

a) the agreement deals with one or more of the following matters:
   - arrangements about when work is performed;
   - overtime rates;
   - penalty rates;
   - allowances;
   - leave loading; and

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

c) the arrangement is genuinely agreed to by the School and the Teacher.

8.2 The School 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 Teacher being better off overall than the Teacher would be if no arrangement was made.

8.3 The School must ensure that the individual flexibility arrangement:

a) is in writing; and

b) includes the name of the School and the Teacher; and

c) is signed by the School and the Teacher and if the Teacher is under 18 years of age, signed by a parent or guardian of the Teacher; and

b) includes details of:
   i. the terms of the enterprise agreement that will be varied by the arrangement;
   and
   ii. how the arrangement will vary the effect of the terms; and
iii. how the Teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
iv. states the day on which the arrangement commences.

8.4 The School must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to

8.5 The School or the Teacher may terminate the individual flexibility arrangement:
a) by giving no more than 28 days written notice to the other party to the arrangement; or
b) if the School and the Teacher agree in writing — at any time.

Part 2—CONSULTATION AND DISPUTE RESOLUTION

9. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

9.1 School to notify
This term applies if the School:

a) has made a definite decision to introduce a major change to;
   • production,
   • program,
   • organisation,
   • structure,
   • technology
   and the change is likely to have a significant effect on a Teacher; or

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

9.2 Major change
For a major change referred to in 9.1a) the School must notify the relevant Teacher(s) of the decision to introduce the major change and clauses 9.3 to 9.9 apply

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

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

9.5 As soon as practicable after making its decision, the School must;
a) discuss with the relevant Teacher(s);
   • the introduction of the change; and
   • the effect the change is likely to have on relevant Teacher(s); and
   • measures the School is taking to avert or mitigate the adverse effect of the change on the Teacher; and

b) for the purposes of the discussion – provide, in writing, to the relevant Teacher(s);
   • all relevant information about the change including the nature of the change proposed; and
   • information about the expected effects of the change on the relevant Teacher(s); and
   • any other matters likely to affect the relevant Teacher(s);
9.6 However the School is not required to disclose confidential or commercially sensitive information to the relevant Teacher(s)

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

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

9.9 In this term, a major change is **likely to have a significant effect on Teachers** if it results in:
- the termination of the employment of the Teacher(s);
- major change to the composition, operation or size of the School’s workforce or to the skills required of the Teacher(s); or
- the elimination or diminution of job opportunities (including opportunities for promotion or job tenure);
- the alteration of hours of work; or
- the need to relocate Teacher(s) to another workplace; or
- the restructuring of jobs

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

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

9.11 The relevant Teacher(s); may appoint a representative for the purposes of procedures in this clause

9.12 If a relevant Teacher(s); appoints a representative for the purposes of consultation, and the Teacher(s) advises the School of the identity of the representative the School must recognise the representative.

9.13 As soon as practicable after proposing to introduce the change, the School must

a) discuss with the relevant Teacher(s); the introduction of the change; and

b) for the purposes of the discussion – provide to the relevant Teacher(s);
   - all relevant information about the change, including the nature of the change; and
   - information about what the School reasonably believes will be the effects of the change on the relevant Teacher(s); and
   - information about any other matters that the School reasonably believes are likely to affect the relevant Teacher(s);

c) invite the Teacher(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities)

9.14 However the School is not required to disclose confidential or commercially sensitive information to the relevant Teacher(s);

9.15 The School must give prompt and genuine consideration to matters raised about the change by the relevant Teacher(s);

9.16 In this term **relevant Teachers** means the Teacher(s); who may be affected by a change referred to in Clause 9.1
10. DISPUTE RESOLUTION

10.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Teacher(s) concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Teacher(s) concerned and more senior levels of management as appropriate.

10.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under Clause 10.1 have been taken, a party to the dispute may refer the dispute to the FWC.

10.3 The parties may agree on the process to be utilised by the FWC including mediation, conciliation and consent arbitration.

10.4 Where a matter in dispute remains unresolved the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

10.5 The School or Teacher may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

10.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, a Teacher must not unreasonably fail to comply with a direction by the School to perform work, whether at the same or another workplace that is safe and appropriate for the Teacher to perform.

Part 3—Types of Employment and Related Matters

11. TYPES OF EMPLOYMENT

11.1 The School may employ staff in one of the following categories:
   - Full time employment
   - Part time employment
   - Fixed term employment
   - Casual employment

11.2 The School may direct a Teacher to perform such duties as are within the limits of the Teacher’s skill, competence and training

11.3 Full Time employment

   A full time Teacher is engaged to work on a full time basis in accordance with this Agreement

11.4 Part time employment

11.4.1 The School may employ a Teacher on a part time basis in accordance with this Agreement.

11.4.2 The School will set out in writing the part time hours required upon the engagement of the Teacher and at any other time when a permanent variation occurs. For a part time Teacher, the School will set out in writing the duties and
number of hours required (including Face to Face Teaching hours or Student Supervision Hours) to be undertaken.

11.4.3 The School will attempt to accommodate the requests of a part time Teacher with regards to days worked. However the educational needs of students must take priority and timetabling and other operational constraints may place limitations on the School’s ability to meet these requirements.

11.4.4 A part time Teacher is engaged to work on a regular basis for not more than 90% of the hours of a full-time Teacher in the School.

11.4.5 Where the School requires a part time Teacher to work more than 90% of the hours of a full time Teacher, the Teacher will be considered full time and remunerated accordingly.

11.4.6 Where the Teacher requests to work more than 90% of the hours of a fulltime Teacher, the Teacher will be considered part time and paid for the actual hours worked.

11.4.7 A part time Teacher will be paid pro rata of the rate that the Teacher would be entitled to as a full time teacher and is entitled to all entitlements on a pro rata basis on the specified hours in Clause 11.4.2. The pro rata annual salary is calculated using the following formula.

For the purpose of this formula:

a) a Full time Teacher’s face to face teaching hours are deemed to be 18 hours secondary and 23 hours primary

\[
\frac{\text{Hours of Face-to-Face Teaching}}{\text{Hours of Full Time Teacher’s Face-to-Face Teaching}} 
\]

b) a Full time Early Learning Teacher’s Student Supervision hours are deemed to be 26.25 hours

\[
\frac{\text{Hours of Student Supervision}}{\text{Hours of Full Time Teacher’s Student Supervision}} 
\]

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

11.4.9 The School may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum

11.4.10 If a part time Teacher’s hours are reduced, without their consent, by more than 20% they will be entitled to the provisions of Clause 19 – Redundancy.

11.5 Fixed Term employment

11.5.1 The School may employ a Teacher to work on a replacement basis or for a specified period of time as Full time or Part time, to:
- replace a Teacher who is on leave;
- undertake a specified project for which funding has been made available;
- undertake a specified task which has a limited period of operation; or
- replace a Teacher whose employment has been terminated after the commencement of the School year, provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by a further period to cover the absence.
11.5.2 Before employing a Fixed Term Teacher on a replacement basis, the School will inform the Fixed Term Teacher of:
- the reason for the fixed term nature of the employment,
- the date of commencement and the period of the employment
- the benefits which are applicable under this Agreement
- the rights of any Teacher being replaced

11.5.3 A fixed-term Teacher is not entitled to any of the following benefits under this Agreement:
- paid parental leave
- examination leave
- qualification conferral leave
- tuition fee discount
- child care
- relocation leave

11.6 Casual employment

11.6.1 The School may employ a Teacher as a casual Teacher in accordance with this Agreement on a day-to-day basis for a period of not more than four consecutive Term weeks.

11.6.2 A Casual engagement may be extended by agreement between the School and the Casual Teacher provided the total period of the engagement does not exceed one school term.

11.6.3 The Casual Teacher is entitled to the rate of pay specified in Schedule B. This rate of pay includes a loading in lieu of paid leave entitlements.

11.6.4 A casual Teacher is not entitled to any of the following benefits under this Agreement:
- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- leave loading
- paid personal/carer’s leave
- paid compassionate leave
- paid parental leave
- paid community service leave
- pro rata payment of salary inclusive of annual leave
- public holidays
- infectious diseases leave
- examination leave
- relocation leave
- qualification conferral leave; and
- tuition fee discount
- childcare

11.6.5 A Casual Teacher is entitled to unpaid carer’s leave, unpaid parental leave and long service leave, where eligible.

12. MINIMUM EMPLOYMENT PERIOD

12.1 A Teacher’s employment is contingent upon the satisfactory completion of a minimum employment period of six months.
12.2 If the School is to terminate the employment of a Teacher during the first six months of
the Teacher’s employment, the School does not need to comply with any due process,
performance or conduct management policies or procedures in place from time to time.

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

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

13. LETTER OF APPOINTMENT

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

13.2 This letter shall as a minimum include such matters as the classification, position
description and rate of salary applicable on commencement and, if appropriate, the
Teacher’s face-to-face teaching load.

14. ORDINARY HOURS OF WORK

14.1 A Teacher is required to teach all classes and carry out all professional duties required
of the Teacher by the School, including but not limited to parent/teacher interviews,
staff meetings, pastoral care, co-curricular activities, report writing, yard duty and
School events.

14.2 The ordinary hours of work for a full time Teacher are 38 hours per week averaged
over a period of twelve (12) months. The averaging period will be the School year,
except that where this Agreement comes into effect from a date other than the first day
of the School Year, the first period of averaging will be for the remainder of that School
year.

14.3 In addition, a Teacher is required to work such reasonable additional duties as are
necessary to perform the Teacher’s duties.

14.4 The School will determine the ordinary Full time Face to Face teaching or Student
Supervision Hours per week and the professional duties to be allocated to the Teacher.

14.5 The School will provide a graduate Teacher with sufficient support during the School
year with a reduction of duties or hours of face to face teaching time, where the Principal
believes that such a reduction is appropriate and possible.

15. NON ATTENDANCE TIME

15.1 Subject to Clause 14 and 15.2, a Teacher is not required or requested to attend at the
School during Non-Attendance Time but is required to perform such professional duties
as are determined by the School as being reasonably necessary to enable the proper
performance of the Teacher’s role. The Teacher’s role is defined by the School.

15.2 Exceptions to 15.1 are as follows:
   a) where it is customary for a Teacher to attend at the School during Non-
      Attendance Time; or
   b) where the Teacher is a member of the Leadership Team. The applicable
      quantum of Non Attendance Time, if any, is specified in the Teacher’s job
description or contract of employment.
15.3 Non Attendance Time is not a period of authorised leave for the purpose of the Act.

15.4 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Non Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in clause 15.5.

15.5 If a Teacher’s employment is terminated or a Teacher resigns prior to the end of term 4 in any School year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

\[
\text{Teacher's Attendance Time (weeks)} \times \frac{\text{Non Attendance Time (weeks)}}{\text{School's Attendance Time (weeks)} \text{ already taken}} - \text{Non Attendance Time weeks}
\]

16. TERMINATION OF EMPLOYMENT

16.1 Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES.

16.2 This Clause does not apply to Teaching staff within the minimum employment period or to casual Teaching staff.

16.3 The School may terminate a Teacher’s employment for reasons of redundancy, unsatisfactory performance and/or unsatisfactory conduct.

16.4 Notice of termination by the School

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

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five years or more of continuous service</td>
<td>Full terms notice</td>
</tr>
<tr>
<td>More than six months continuous service but less than five years continuous service</td>
<td>Seven (7) weeks’ notice wholly within one School term</td>
</tr>
</tbody>
</table>

The notice period provided in this clause does not apply where the Teacher is guilty of serious misconduct

16.5 Notice of termination by a Teacher

16.5.1 Subject to Clause 11 and Clause 12, a Teacher must provide the School with a minimum of seven (7) weeks’ notice in writing with such notice to be given wholly within the one school term.

16.5.2 The periods of notice above may be varied by mutual agreement in writing between the Principal and the Teacher concerned.

16.6 Job search entitlement

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

17.1 If a Teacher fails to give the notice specified in Clause 16.5 the School may withhold any monies or benefits due to the Teacher on termination under this Agreement or the NES, an amount not exceeding the amount the Teacher would have been paid had they given the required notice.

17.2 Subject to the provisions of the Act, the School may deduct School fees or personal expenses owed by the Teacher on termination.

18. PERFORMANCE AND CONDUCT MANAGEMENT

18.1 Application

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

a) where a Teacher’s employment is terminated during the minimum employment period pursuant to Clause 12;
b) for a casual Teacher; or
c) in the case of serious misconduct.

18.2 Unsatisfactory Performance

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

18.2.1 Commencement of Due Process

Due Process will commence with the School advising the Teacher in writing of:

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

18.2.2 Due Process Meetings

Due Process meetings will

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

18.3 Unsatisfactory Conduct

18.3.1 Subject to 18.4, where the termination of employment may take place for reasons related to unsatisfactory conduct, the School will investigate the alleged misconduct, provide the Teacher with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the School.

18.3.2 Where an issue of misconduct is to be investigated, the Teacher is entitled to be accompanied by a nominee of the Teacher’s choice. Disciplinary action may include termination of the Teacher’s employment.
18.4 Summary Dismissal

18.4.1 The School may terminate a Teacher’s employment summarily, where the Teacher is guilty of serious misconduct of any kind that it would be unreasonable to require the School to continue the employment during the notice period.

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

19. REDUNDANCY

19.1 Definition

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

19.2 The following redundancy pay scale will apply instead of the provisions in the NES:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Redundancy Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>10 weeks’ pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>12 weeks’ pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>14 weeks’ pay</td>
</tr>
<tr>
<td>6 years and over</td>
<td>16 weeks’ pay</td>
</tr>
</tbody>
</table>

If the Teacher is over 45 years of age:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Redundancy Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>5 weeks’ pay</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>8.75 weeks’ pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>12.5 weeks’ pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>15 weeks’ pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>17.5 weeks’ pay</td>
</tr>
<tr>
<td>6 years and over</td>
<td>20 weeks’ pay</td>
</tr>
</tbody>
</table>

19.2.1 For the purposes of this clause:
   a) Weeks pay means the ordinary rate of pay for the Teacher concerned.
   b) Continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the School.

19.3 Transfer to lower paid duties

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

A Teacher given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Teacher will be 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 in lieu of notice.

19.5 Alternative employment

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

19.6 Job search entitlement

19.6.1 During the period of notice of termination a Teacher will be allowed up to one (1) day time off without loss of pay during each week of notice for the purpose of seeking other employment.

19.6.2 If the Teacher has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Teacher must, at the request of the School, produce proof of attendance at an interview or the Teacher will not be entitled to payment for the time absent. For this purpose of this clause a statutory declaration is sufficient.

19.6.3 This entitlement cannot be taken in conjunction with any other job search entitlement otherwise available to the Teacher.

19.7 Part time Teachers

If a part time Teacher's hours are reduced, without their consent, by more than 20% they will be entitled to the provisions of this clause.

20. CLASSIFICATIONS

20.1 Duties of a Teacher

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.

20.2 Recognition of previous service

20.2.1 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule A, according to qualifications and teaching experience. Teaching experience does not include:

   a) employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program);
   b) employment in an English Language School; or
   c) experience gained overseas before being conferred with the requisite Australian qualifications.

20.2.2 Service as a part time Teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year; provided that
where the hours are more than 90% of a full-time load, at the request of the School, service will count as a full-time year.

20.2.3 In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

20.3 Recognition of additional qualifications

20.3.1 A Teacher shall be entitled to move up the incremental scale by one level upon the successful completion of an approved education related Master's degree or its equivalent or completion of a higher than Master level qualification.

20.3.2 The qualification must be attained from an approved Australian tertiary institution and must be equivalent to at least one year of full time study.

20.3.3 The Teacher must advise the School in writing of the acquisition of additional qualifications and must produce satisfactory evidence to support the request.

20.3.4 The provisions of this clause apply from the operative date as specified in Clause 2.2 and will not be backdated. Staff will be paid from the date satisfactory evidence is provided.

20.4 Evidence of qualifications

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

20.4.2 Where a Teacher has completed further teaching experience with another School (for example during unpaid leave) they will be entitled to be classified accordingly and back paid from the date of completion of the experience, provided the Teacher provided satisfactory evidence to the School within three months of completion. In all other cases the Teacher will be classified and paid from the date satisfactory evidence is provided.

21. SALARIES

A Teacher is entitled to be paid salary in accordance with Clause 20 and Schedule B sets out the salary for a Teacher, including a Casual Teacher. This salary is in compensation for all hours worked under this Agreement.

22. PAYMENT ARRANGEMENTS

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

23. SUPERANNUATION

23.1 Superannuation legislation

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 the School and Teachers.

23.2 Superannuation Fund

Under superannuation legislation individual Teachers generally have the opportunity to choose their own superannuation fund. Should a Teacher not nominate a complying superannuation fund, the contribution will be made to Victorian Independent School Superannuation Fund (VISSF) or successor fund.

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

23.3 School contributions

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

23.4 Voluntary employee contributions

Subject to the governing rules of the relevant superannuation fund, a Teacher may, in writing, authorise the School to pay on behalf of the Teacher a specified amount from the post-taxation wages of the Teacher into the same superannuation fund as the School makes the superannuation contributions provided for in Clause 23.1

A Teacher may adjust the amount the Teacher has authorised the School to pay from the wages of the Teacher from the first of the month following the giving of three months’ written notice to the School.

The School must pay the amount authorised under Clause 23.3 and 23.4 no later than 28 days after the end of the month in which the deduction authorised under Clause 23.3 and 23.4 was made.

24. REMUNERATION PACKAGING

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

24.2 Any arrangement between the School and the Teacher in relation to remuneration packaging will be entered into by way of a subsidiary written agreement varying the Teacher’s conditions of employment.

25. BREAKAGE AND LOSS

A Teacher 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 Teacher’s duties.

26. HIGHER DUTIES ALLOWANCE

26.1 The School may direct a Teacher to temporarily perform duties in addition to their current role. E.g. act in a position of responsibility
26.2 Where the Teacher performs such duties for more than ten days and those duties constitute the whole, or substantially the whole, type of duties which would attract a position of responsibility allowance, the School will pay the Teacher the rate of pay applicable to the relevant position of responsibility allowance for the period in which the duties are performed.

27. MEAL ALLOWANCE

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

28. CAMP/TRIPS & EXCHANGES ALLOWANCE

28.1 A Teacher attending an overnight St Catherine’s School whole year level or other scheduled curriculum camp will receive an allowance of $90.00 per night for each night where the Teacher has direct responsibility for student care.

28.2 A Teacher participating in a trip (domestic/overseas) or exchange who is required to provide supervision and has direct responsibility for student care will receive an allowance of $90.00 per night that the Teacher is required to be in attendance.

28.3 Camp/trips & exchange allowance will be capped at $900 per camp, trip or exchange

28.4 This allowance will be paid to the Teacher at the time of the next salary payment following the camp/trip following the completion of a timesheet

29. VEHICLE ALLOWANCE

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

30. ACCIDENT PAY

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

30.2 If a Teacher is absent from work because of a personal illness or injury, for which the Teacher is receiving compensation payments pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013, then the Teacher does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
   a) annual leave; or
   b) paid personal/carer’s leave

30.3 The Teacher will not be entitled to weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) during any form of paid leave

31. BREAKS

A Teacher will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.
Part 4—LEAVE AND PUBLIC HOLIDAYS

32. ANNUAL LEAVE

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

32.2 Timing of annual leave

A Teacher must take annual leave during Non-Attendance time. Leave must generally be taken, in the four week shut down period immediately following the final Term week of the current School year, unless otherwise agreed with the School.

32.3 Crediting of annual leave

A Teacher and the School may agree in writing that the Teacher performs duties during all or part of four week period and defer taking the equivalent period of annual leave to another time.

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

32.4 Where a Teacher has not accrued sufficient annual leave to cover the shutdown period, the Teacher will take leave without pay.

32.5 If a Teacher’s employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School year, the Teacher is entitled to annual leave, pursuant to the following formula:

\[
\text{Teacher's Attendance Time x Annual Leave} - \text{Annual Leave already taken}
\]

\[
\text{School's Attendance Time}
\]

Note: Amounts in weeks or part weeks

33. ANNUAL LEAVE LOADING

33.1 A Teacher who has served throughout the School year is entitled to a leave loading of 17.5% on a maximum of four weeks’ annual leave. Part time staff or staff who have not worked for a full year shall receive pro rata payments.

33.2 Leave loading is to be calculated using the following formula:

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

33.3 A Teacher who ceases employment with the School prior to the commencement of third term is entitled to pro rata Annual Leave loading.

33.4 The School may pay leave loading to the Teacher with the first salary payment in December of that year at the rate of pay applicable at 1 December.

34. PERSONAL/CARER’S LEAVE

34.1 Personal/carer’s leave is provided in accordance with the NES except where this Agreement provides ancillary or supplementary terms.
34.2 Paid personal leave is taken because the Teacher is unfit for work due to a personal illness or injury.

34.3 Paid carer’s leave is taken to provide care or support to a member of the Teacher’s Immediate Family or a member of the Teacher’s household, who requires care or support because of:
   a) a personal illness, injury, or
   b) an unexpected emergency affecting the member

34.4 Personal/carer’s leave accrues upon the completion of each for week period of continuous service, based upon the Teacher’s nominal hours of work.

34.5 A Teacher, other than a casual Teacher, is entitled to fifteen (15) days paid personal/carer’s leave in each year of service, which includes both sick and carer’s leave.

34.6 Paid Personal/Carer’s Leave for part time Teachers

A Part time Teacher is entitled to paid personal/carer’s leave on a pro rata basis based on their ordinary hours of work.

34.7 Unpaid Carer’s Leave

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

34.8 Carer’s Leave entitlement for Casual Teachers

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

34.9 Notice and evidentiary requirements

34.9.1 A Teacher must notify the School of their absence as soon as reasonably practicable and must advise the School of the reason for their absence, for example personal illness or injury, and the estimated duration of their absence. In the case of carer’s leave the Teacher must provide detail of the person from their Immediate Family or household who requires care due to either a personal illness, injury or an unexpected emergency and the estimated duration of their absence.

34.9.2 A Teacher is entitled to personal/carer’s leave provided that the Teacher produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the School for;

   a) any absence of more than two consecutive days; or

   b) any absence continuous with a public holiday or continuous with the first or last day of a term which would not otherwise require the provision of evidence;

   c) where the number of days of paid personal/carer’s leave already taken without the production of a medical certificate or a statutory declaration exceeds five (5) days in the one School year.

35. COMPASSIONATE LEAVE
35.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

35.2 A Teacher, other than a casual Teacher, may take up to three (3) days' paid leave per occasion when a member of the Teacher's Immediate Family or household dies or contracts or develops a personal injury or illness that poses a serious threat to life.

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

35.4 The Teacher is entitled to compassionate leave only if the Teacher gives the School any evidence that the School reasonably requires of the illness, injury or death. This notice:
   a) must be given to the School as soon as is reasonably practicable (which may be at a time after the leave has started); and
   
   b) must advise the School of the period, or expected period, of the leave; and
   
   c) must provide the School with evidence that the School reasonably requires of the injury, illness or death.

36. COMMUNITY SERVICE LEAVE

36.1 Community service leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.

36.2 Jury service leave

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

36.2.2 A Teacher must notify the School as soon as possible of the date upon which the Teacher is required to attend for jury service.

36.2.3 A Teacher must provide the School with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

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

36.2.5 Subject to Clause 36.2.1, 36.2.2 and 36.2.3, the School will reimburse a Teacher granted leave pursuant to Clause 36.2.1 an amount equal to the difference between the amount paid in respect of the Teacher's attendance for such jury service and the amount of salary the Teacher would have received had the Teacher not been on jury service.

37. LONG SERVICE LEAVE

37.1 A Teacher is entitled to Long Service Leave. The Long Service Leave Act 1992 (Vic.) as amended from time to time specifies the entitlement, except where this Agreement provides ancillary or supplementary terms.

37.2 A Teacher is entitled to long service leave of thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980 and to thirteen (13) weeks
upon the completion of ten (10) years of continuous employment for any period of employment commencing after 1 January 1980.

37.3 A Teacher is entitled to an additional six and a half (6.5) weeks’ long service leave for each additional five (5) years of continuous employment with the School.

37.4 A Teacher, whose service has been all full time or all at the same part time fraction, is paid during long service leave at the Teacher’s normal salary.

37.5 Accrued long service leave will be paid in lieu where a Teacher’s employment is terminated after seven years of continuous employment.

37.6 If a Teacher who is entitled to any amount of Long Service Leave dies before or while taking Long Service Leave, then the School will pay an amount equal to the ordinary pay that would have been payable to the Teacher in respect of the period of Long Service Leave not taken to the Teacher’s personal representative.

37.7 Where a Teacher who has completed more than seven (7) years continuous employment with the School dies while still in continuous employment, the School (in addition to any sum payable in 36.1.4) will pay to the Teacher’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 36.1.1 a sum equal to the Teacher’s ordinary pay for a period equalling one fortieth of such fractional period.

37.8 Teachers may take accrued pro rata Long Service Leave after seven (7) or more years of continuous employment.

37.9 Staff may request to take accrued Long Service Leave on half pay to extend the duration of the period of leave. This arrangement will occur at the Principal’s discretion in line with the staffing needs of the School.

37.10 A Teacher, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:

<table>
<thead>
<tr>
<th>Service prior to 1 February 1997</th>
<th>Entitlement to Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employment Arrangement</strong></td>
<td><strong>Entitlement to Payment</strong></td>
</tr>
<tr>
<td>a) Where all service for the period of employment ending 31 January 1997 was part time</td>
<td>Salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay</td>
</tr>
</tbody>
</table>
| b) Where full time employment falls last | • Leave taken from the full time credit will be paid at the current full time salary, and  
• Leave taken from the part time credit will be paid on the basis of a proportion of the current full time salary having regard to the ratio of average weekly hours over the last 12 months of part time employment |
| c) Where part time employment falls last | • Leave taken from the full time credit will be paid at the salary applicable to the full time equivalent of the present part time employment category, and  
• Leave taken from the part time credit will be paid on the basis of average weekly hours over the past 12 months of part time employment |
37.11 **Illness on Long Service Leave**

37.11.1 Subject to the requirement of 37.2.1, a Teacher who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave re accredited to the Teacher. The Principal may require the Teacher to be examined by a Registered Medical Practitioner of the School's choice, provided the practitioner is reasonably accessible to the Teacher.

37.11.2 The Teacher's application under 37.11.1:
   a) must be received by the School during the period of illness or injury
   b) must be accompanied by a medical certificate from a Registered Medical Practitioner or a statutory declaration attesting to the injury or illness and the duration of that injury or illness; and
   c) must indicate whether the Teacher wishes to extend the Long Service Leave by the period of the illness or injury or whether the Teacher will return from Long Service Leave as planned with the period of illness of injury increasing the Teacher's accrued Long Service Leave entitlement.

38. **PARENTAL LEAVE**

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

38.2 A Teacher who is entitled to parental leave pursuant to the NES may access a period of 12 months unpaid parental leave in relation to the birth or adoption of a child.

38.3 A Teacher who is entitled to Parental leave pursuant to the NES may request the School to allow the Teacher to extend the period of concurrent unpaid parental leave provided for in the NES up to a maximum of eight weeks, to assist the Teacher in reconciling work and parental responsibilities.

38.4 An application under Clause 38.3 must be made not less than ten (10) weeks prior to the commencement date of the concurrent period of parental leave, where practicable.

38.5 Variation of period of parental leave
38.5.1 Subject to the relevant provisions of the NES, a Teacher may apply to reduce their period of parental leave to a period of less than 12 months. This request must be made in writing to the School who will then respond in writing to the Teacher.

38.5.2 Subject to the relevant provisions of the NES, where a Teacher has commenced a period of parental leave of less than 12 months, the Teacher:

- may extend the period of parental leave up to the available period of 12 months. This request may only occur once and the Teacher must provide the School with 4 weeks written notice before the end of the period stating the period by which the leave is extended; and

- may extend the period of parental leave by agreement with the School

38.6 Where a Teacher seeks to extend the period of parental leave beyond the initial period of 12 months an application must be made in writing to the School at least 4 weeks prior to the expiration of the initial period of leave and the School may refuse this request on reasonable business grounds.

38.7 A period of unpaid parental leave does not break the Teacher's continuity of employment but it does not count as employment or service

39. PAID PARENTAL LEAVE

39.1 Where a Teacher (other than those excluded, as specified in Clause 11), who has served a minimum of twelve (12) months of continuous service with the School and will have the primary responsibility of the care of a child and is granted parental leave, the Teacher is entitled to:

a) Fourteen (14) weeks paid parental leave at the Teacher's ordinary rate of pay, provided that the Teacher takes a minimum of fourteen weeks unpaid birth related leave commencing at or around the time of the birth of the child; or

b) Equivalent to fourteen (14) weeks' salary at the Teacher's ordinary rate of pay provided that the Teacher takes a minimum of fourteen weeks unpaid leave at or around the time of the placement of the child with the Teacher

39.2 Paid parental leave will commence at or around the time of birth of the child.

39.3 If the Teacher takes a period of leave that is less than fourteen (14) weeks the Teacher's entitlement to paid parental leave will be reduced to the period of parental leave taken.

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

39.5 Where a Teacher, who will not have primary responsibility for the care of the child and has completed at least 12 months' continuous service with the School as at the date of the birth or placement of the child, takes concurrent leave of at least two (2) weeks at the time of birth of placement of the child, the Teacher will be entitled to paid parental leave of two (2) weeks at the Teacher's ordinary rate of pay.

40. PUBLIC HOLIDAYS

40.1 A Teacher is entitled to public holidays as specified in the NES and as gazetted by the Victorian Government from time to time.
40.2 Public holidays that occur during a period of Non Attendance Time for Teachers in accordance with Clause 15 do not create an additional entitlement.

40.3 Substitution of public holidays

40.3.1 By agreement between the School and an individual teacher an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.

40.3.2 An arrangement made in accordance with 40.3.1 will be recorded in writing and made available to every affected Teacher. Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

41. LEAVE WITHOUT PAY

41.1 A Teacher may apply in writing for leave without pay which may be granted at the discretion of the Principal. A Teacher agrees that entitlements under this Agreement do not accrue during any period of leave without pay.

41.2 The School will not make any School superannuation contributions for the period of a Teacher’s absence on leave without pay

42. INFECTION DISEASES LEAVE

42.1 A Teacher who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the School is satisfied on medical advice that the Teacher has contracted the disease through a contact at the School and the disease is evident in the School:
- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever, or
- Hepatitis

42.2 The Teacher must, at the request of the School, produce a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as is reasonably practicable

43. RELOCATION LEAVE

A Teacher, other than a Casual Teacher, is entitled to a maximum of one (1) day’s leave per year for the purpose of moving their place of abode. The timing of this leave must be negotiated with the Principal prior to any leave being taken. This leave is non-cumulative.

44. EXAMINATION AND STUDY LEAVE

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

44.2 A Teacher will be granted the equivalent of one day’s leave with pay per term to complete a major assessment task (comprising 40% or more of the total subject assessment) in a tertiary level course approved by the Principal. The timing of study leave must be negotiated with the Principal.
44.3 An application for leave must be in writing to the Principal one month prior to the date of leave requested and must provide evidence of the examination or assessment task.

44.4 Study leave does not accrue.

45. QUALIFICATION CONFERRAL LEAVE

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

46. PROFESSIONAL DEVELOPMENT

A Teacher will be required to attend designated student free days for the purpose of in-service education and/or planning. The designated (Term end and Term before) days will be published by the Principal prior to the commencement of the ensuing School year with the balance of the days being notified prior to the commencement of each term.

47. TUITION FEE DISCOUNT

47.1 Definition of Tuition Fee

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

47.2 Entitlement of Teachers employed prior to 23 January 2002

A Teacher, other than a Casual or Fixed term Teacher, employed by the School prior to 23 January 2002 will be entitled to a 50% discount in the tuition fee where they enrol their child at St Catherine’s School. Each enrolment will attract the payment of the FBT liability applicable to the concessions.

47.3 Entitlement of Teachers employed after 23 January 2002

47.3.1 Full Time Teachers

A Full Time Teacher, other than a Casual or Fixed Term Teacher, employed by the School after 23 January 2002 will be entitled to a 50% discount in the tuition fee where they enrol their child at St Catherine’s School. Each enrolment will attract the payment of the FBT liability applicable to the concessions.

47.3.2 Part Time Teachers

A Part Time Teacher, other than a Casual or Fixed term Teacher, employed by the School after 23 January 2002 will be entitled to a 50% discount in the tuition fee on a pro rata basis equal to their employment fraction (correct to one decimal point). Each enrolment will attract the payment of the FBT liability applicable to the concessions.

For example a Teacher employed at 0.6 FTE will be entitled to a 30% discount in the tuition fee (0.5 x 0.6 = 0.3)

47.4 In order to be eligible for a tuition fee discount, a Teacher must pay;
- the application and enrolment fee and security deposit in full prior to the commencement of enrolment; and
- additional charges for extras and uniforms are not subject to any discount. Such charges include, but are not limited to, costs for camps, books, music tuition and excursions
47.5 Furthermore, the discount will cease to apply in the event of default of payment of general tuition fees or additional charges for extras.

47.6 Where a Teacher’s child is awarded a scholarship, the Teacher may either choose to pay fees discounted pursuant to this clause or pay fees at the scholarship rate, but shall not be entitled to both.

47.7 **Entitlement of Teachers employed on or after 1 January 2013**

47.7.1 A Teacher whose employment commences on or after 1 January 2013 is entitled to a tuition fee discount in accordance with the rate specified in Clause 47.3.1 or 47.3.2 upon the commencement of their employment, subject to the conditional elements of Clauses 47.3 to 47.6 being met.

47.7.2 For all staff employed on or after 1 January 2013 the tuition fee discount is subject to review by the School Council. The School Council may vary the rate of the general tuition fee discount to a rate no less than 25% discount for full time staff and pro rata for part time staff by providing affected Teachers with one (1) year’s notice.

48. **CHILD CARE**

48.1 This clause does not apply to Teaching staff employed on a Casual or fixed term basis.

48.2 Where the School requires a Teacher to attend the School on work business, a Teacher who requires before and/or after School care for their children, is entitled to access the School’s before and/or after School care program free of charge on days where this requirement exists.

49. **DOMESTIC VIOLENCE LEAVE**

49.1 St Catherine’s School recognises that staff sometimes face situations of family violence or abuse in their personal life that may affect their professional life. St Catherine’s is committed to providing support to staff that experience family violence.

49.2 **Definition of Family Violence**

The School accepts the definition of family violence as stipulated in the *Family Violence Protection Act 2008* (Vic). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

49.3 **General Measures**

49.3.1 Proof of family violence may be required and can be in the form of an agreed document issued by the Police, a Court, a Doctor, a district nurse, maternal health care nurse, family violence support service or a lawyer. A signed statutory declaration can be also be offered as proof.

49.3.2 All personal information concerning family violence will be kept confidential in line with the School’s policy and relevant legislation. No information will be kept on a staff member’s file without their permission.

49.3.3 The employer will identify contact/s within the School who will be trained in dealing with family violence and privacy issues, for example training in family violence risk
assessment and risk management. The employer will advise staff of the contact within the School.

49.4 Leave

49.4.1 A staff member experiencing family violence will have access to five (5) days per year of special leave to attend medical appointments, legal proceedings or other activities related to family violence.

49.4.2 This leave is not cumulative and cannot be carried forward from year to year. Leave may be taken as a consecutive or single days or as a fraction of a day (e.g. half day or quarter day) and must be applied for in advance where practicable.

49.5 Individual Support

49.5.1 In order to provide support to a staff member who is experiencing family violence the staff member may request a flexible work arrangements in accordance with the provisions of the Fair Work Act.

49.5.2 This request must be made in writing to the Principal and must outline the reason for the request, the detail of the change requested and the timeframe for the flexible work arrangement to be in place.

49.5.3 The School will consider the request and will respond to the staff member within 21 days to advise if their request is granted. The School may refuse the request on reasonable business grounds as per the provisions of the Act.

50. CONSULTATIVE COMMITTEE

The parties to the Agreement have resolved that a Consultative Committee be established to monitor the application of the terms and conditions of the Agreement and other School related matters during the period of its operation.

There will be a maximum of ten members of the Consultative Committee, up to five of whom will be representatives of the School and up to five of whom will be representatives of the Teaching staff. The Teacher’s representatives will be:

- One person from, and elected by, the Junior School/Early Learning Centre Teaching staff, and
- One person from, and elected by, the Senior School Teaching staff

The committee should meet at least once per term to review the application of the Agreement.
Schedule A – Classifications

A.1 Full Time Teacher

A Full time Teacher will commence at Level 1 and progress to Level 11 in annual increments on the anniversary of the Teacher’s teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School year.

A.2 Part Time Teacher

A Part Time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of Clause 11.4

A Teacher employed for 40% or less of a full teaching load will be required to commence 24 months service before progressing to the next level.

Schedule B - Salaries

B.1 The salary for a Full time Teacher will be determined in accordance with the provisions of Schedule A, and will be not less than prescribed by the following table.

In the case that St Catherine’s School salaries fall below that of Government School salaries over the life of the Agreement, the School will review our salary scale to ensure that our salaries remain competitive in the market.

The rates of pay in Schedule A become operative from the first pay period commencing on or after 1 February each year for the duration of the Agreement.

<table>
<thead>
<tr>
<th>Level</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>67,197</td>
<td>69,213</td>
<td>71,289</td>
</tr>
<tr>
<td>2</td>
<td>69,153</td>
<td>71,228</td>
<td>73,364</td>
</tr>
<tr>
<td>3</td>
<td>71,831</td>
<td>73,986</td>
<td>76,206</td>
</tr>
<tr>
<td>4</td>
<td>73,553</td>
<td>75,760</td>
<td>78,032</td>
</tr>
<tr>
<td>5</td>
<td>77,356</td>
<td>79,677</td>
<td>82,067</td>
</tr>
<tr>
<td>6</td>
<td>79,482</td>
<td>81,866</td>
<td>84,322</td>
</tr>
<tr>
<td>7</td>
<td>81,749</td>
<td>84,201</td>
<td>86,728</td>
</tr>
<tr>
<td>8</td>
<td>85,214</td>
<td>87,770</td>
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</tr>
<tr>
<td>9</td>
<td>87,857</td>
<td>90,493</td>
<td>93,207</td>
</tr>
<tr>
<td>10</td>
<td>93,938</td>
<td>96,756</td>
<td>99,659</td>
</tr>
<tr>
<td>11</td>
<td>99,680</td>
<td>102,670</td>
<td>105,751</td>
</tr>
</tbody>
</table>

B.2 Fortnightly Salary

The fortnightly rate of pay for a Teacher will be determined by dividing the annual rate by 26.09.

B.3 Annual Leave Loading

The annual salary in Schedule A does not include annual leave loading.

B.4 Salary for a Casual Teacher

B 4.1 The salary payable to a casual Teacher will be $305.00 per day
B 4.2 The minimum engagement for a casual Teacher in the Junior School and Senior School will be half a day and the rate of pay will be $152.50

B 4.3 The minimum engagement for a casual Teacher in the Early Learning Centre may be a minimum of a quarter day and the rate of pay will be $76.25

B 4.4 The daily rate will be the maximum rate payable per day.

Schedule C – Allowances

C.1 Eligibility

C.1.1 A Position of Responsibility (POR) allowance will be paid to a Teacher where the School requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the School

C.1.2 A POR allowance is linked to a position of leadership rather than tied to an individual Teacher

C.1.3 The Principal will determine who holds a position that is eligible for a POR allowance.

C.2 Notification

C.2.1 The Principal will provide written advice to a Teacher in receipt of a POR allowance about:
- the title of the position
- the tenure of the position
- the duties required
- the level and amount of the allowance; and
- if the Teacher is a member of the Leadership Team, the quantum of Non Attendance Time if any

C.3 Level of Responsibility

The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised, whether, administrative, pastoral care or educational leadership, with Level H being the most significant level of responsibility.

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

<table>
<thead>
<tr>
<th>POR</th>
<th>% of Level 11 base salary</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>3</td>
<td>2,990</td>
<td>3,080</td>
<td>3,173</td>
</tr>
<tr>
<td>B</td>
<td>4.25</td>
<td>4,236</td>
<td>4,363</td>
<td>4,494</td>
</tr>
<tr>
<td>C</td>
<td>5.5</td>
<td>5,482</td>
<td>5,647</td>
<td>5,816</td>
</tr>
<tr>
<td>D</td>
<td>6.75</td>
<td>6,728</td>
<td>6,930</td>
<td>7,138</td>
</tr>
<tr>
<td>E</td>
<td>9.25</td>
<td>9,220</td>
<td>9,497</td>
<td>9,782</td>
</tr>
<tr>
<td>F</td>
<td>11.75</td>
<td>11,712</td>
<td>12,064</td>
<td>12,426</td>
</tr>
<tr>
<td>G</td>
<td>12.5</td>
<td>12,460</td>
<td>12,834</td>
<td>13,219</td>
</tr>
<tr>
<td>H</td>
<td>14.5</td>
<td>14,454</td>
<td>14,887</td>
<td>15,334</td>
</tr>
</tbody>
</table>

Where the position of leadership is shared, the payments may also be shared.
EXECUTED as an agreement this

EMPLOYER REPRESENTATIVE

Signed:               
Date:       11/12/15                      
Name in full (printed):  MICHELLE A. CARROLL                  
Position title:  Principal                      
Authority to sign explained:  Employer representative 
Address:     17 Heyington Place 
             Toorak VIC 3142 

Witnessed by:          
Witness name in full:  Cassandra Louise Monahan  
Witness address:     17 Heyington Place 
             Toorak VIC 3142 

EMPLOYEE REPRESENTATIVE

Signed:               
Date:       11/12/15                      
Name in full (printed):  Andrew Gold                  
Position title:  French Teacher                      
Authority to sign explained:  Staff Representative 
Address:     17 Heyington Place 
             Toorak VIC 3142 

Witnessed by: 
Witness name in full:  Corinne Buzza 
Witness address:     17 Heyington Place 
             Toorak VIC 3142
27 January 2016

Commissioner Roe  
Fair Work Commission  
PO Box 1994,  
MELBOURNE, VIC 3001

RE: AG2015/7001 - Lodgement St Catherine’s School - Teachers Agreement 2016

Dear Commissioner Roe,

Further to your correspondence on 21 January 2016 regarding the lodgement of the “St Catherine’s School - Teacher’s Agreement 2016” (the Agreement) the School makes the following undertaking;

**Termination – Probationary Teachers**

The School confirms that probationary teachers will receive the termination entitlement under the Educational Services (Teachers) Award 2010 instead of the termination period stated in the Agreement.

I have discussed this with the Independent Education Union Vic/Tas and they have confirmed that they are satisfied with this undertaking regarding notice of termination for Probationary teachers (please refer to attached email).

Again this matter has been discussed with the nominated bargaining representatives and they are satisfied with this undertaking in relation to this matter.

If you have any queries please feel free to contact me on 03 9828 3025 or via email cmonahan@stcatherines.net.au

Yours sincerely,

\[Signature\]

Ms Cassandra Monahan  
Human Resources Manager

CC: Ms Therese O’Loughlin