DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Tintern Grammar
(AG2018/4949)

TINTERN GRAMMAR AGREEMENT 2018
Educational services

COMMISSIONER GREGORY MELBOURNE, 12 FEBRUARY 2019

Application for approval of the Tintern Grammar Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the Tintern Grammar Agreement 2018 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Tintern Grammar. The Agreement is a single enterprise agreement.

[2] The Employer 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.

[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 is approved and, in accordance with s.54 of the Act, will operate from 19 February 2019. The nominal expiry date of the Agreement is 18 February 2022.

COMMISSIONER

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<AE501753 PR704828>
Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/4949

Applicant:
Tintern Grammar

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Brad Fry, Principal for Tintern Grammar give the following undertakings with respect to the Tintern Grammar Agreement 2018 ("the Agreement"): 

1. I have the authority given to me by Tintern Grammar to provide the following undertakings in relation to the application before the Fair Work Commission.

2. Under clause 25 of the Agreement, where a part-time employee’s full time equivalent (FTE) hours are reduced by more than 0.25, instead of 0.5 or more, the employee may choose to accept the new position at the reduced FTE fraction or be declared redundant and receive the appropriate payment.

3. Clause 5.1 of the Agreement incorporates the terms of the Educational Services (Teachers) Award 2010 (Teachers Award), therefore clause 14.5 of the Teachers Award is incorporated into the Agreement. The rates of pay for a casual teacher are $311 for a full day and $155.50 for a half day. Where the rate of pay for a casual teacher under the Teachers Award exceeds the rate of pay under the Agreement at any time during the life of the Agreement, it is undertaken to pay not less than $1 more than the applicable minimum rate of pay specified by the Teachers Award.

4. Clause 5.1 of the Agreement incorporates the terms of the Educational Services (Schools) General Staff Award 2010 (General Staff Award) relevant to Classroom support services and Curriculum/resources services employees. Both Classroom support services and Curriculum/resources services employees are entitled to receive the allowances provided by the General Staff Award where applicable.

5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

[Signature]

Date

[05/02/19]
**TINTERN GRAMMAR AGREEMENT 2018**

**PART 1 APPLICATION AND OPERATION OF AGREEMENT**

1 **Title**

This Agreement is to be known as the *Tintern Grammar Agreement 2018* (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth) (Act).

2 **Arrangement**

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Teachers

Salaries (Teachers) A

Responsibility Allowances:
  i. Head of Department C
  ii. Year Level Coordinator D
  iii. Junior School Responsibility Allowances E

General Staff

Salaries (General Staff) B
Classifications

3  Commencement Date and Period of Operation

3.1 This Agreement will operate from seven (7) days after the date of approval by the Fair Work Commission.

3.2 The nominal expiry date of the Agreement is three years from the operative date.
4 COVERAGE

4.1 This Agreement covers:
   (a) the Employer;
   (b) Teachers, including Permission to Teach Teachers;
   (c) Early Childhood Teachers; and
   (d) General Staff Employees – Classroom support services Employees and Curriculum/resources services Employees only.

4.2 This Agreement does not apply to:
   (a) the Principal;
   (b) a Deputy Principal however named;
   (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) Heads of School; or;
   (e) an 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). This exclusion does not apply to an Employee covered under clause 4.1.

5 RELATIONSHIP TO AWARDS

5.1 This Agreement incorporates the terms of the Educational Services (Teachers) Award 2010, and the terms of the Educational Services (Schools) General Staff Award 2010 (the Awards) relevant to Classroom support services and Curriculum/resources services employees, as in force from time to time.

5.2 To the extent that a term of this Agreement deals with or provides for a term or condition contained in either of these Awards, the term of this Agreement will override the Award term or condition.

5.3 Where this Agreement is silent on a particular matter the terms of the relevant Award shall apply.

6 NATIONAL EMPLOYMENT STANDARDS

6.1 The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements applying to an Employee covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.

6.2 This Agreement and the Awards will provide industry or enterprise specific detail where they deal with a matter provided for in the NES.
<table>
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<th>Definition</th>
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<tr>
<td>Act</td>
<td>means the <em>Fair Work Act 2009</em> (Cth)</td>
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<tr>
<td>Awards</td>
<td>means the <em>Educational Services (Teachers Award) 2010 and the Educational Services (Schools) General Staff Award 2010</em> (or successor awards), unless separately specified</td>
</tr>
<tr>
<td>Classroom support services Employee</td>
<td>means a General Staff Employee whose principal duties are to provide support to teachers and students in an Early Learning Centre, primary or secondary classroom or to individual students or groups of students</td>
</tr>
<tr>
<td>Curriculum/resources services Employee</td>
<td>means a General Staff Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre</td>
</tr>
<tr>
<td>Early Childhood Program</td>
<td>means the core curriculum provided to children under school age (three, four and five year old children)</td>
</tr>
<tr>
<td>Early Childhood Teacher</td>
<td>means an Employee, including an Employee employed as a Director or Coordinator of an Early Childhood Program, who is employed to teach children enrolled in the Early Childhood Program</td>
</tr>
<tr>
<td>Employee</td>
<td>means a person covered by this Agreement</td>
</tr>
<tr>
<td>Employer</td>
<td>means Tintern Grammar, ACN 004 293 994</td>
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<tr>
<td>FWC</td>
<td>means the Fair Work Commission or its successor</td>
</tr>
<tr>
<td>General Staff Award</td>
<td>means the <em>Educational Services (Schools) General Staff Award 2010</em> or its successor</td>
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<tr>
<td>General Staff Employee</td>
<td>means an Employee other than a Teacher who is covered by this Agreement</td>
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<td>Immediate family</td>
<td>means: (a) a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee; (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee. Where: • 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); and • child also 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</td>
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<tr>
<td>Term</td>
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<td>LSL Act</td>
<td>means the \textit{Long Service Leave Act 1992 (Vic)} or its successor</td>
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<td>NES</td>
<td>means the National Employment Standards as contained in Part 2-2 of the Act</td>
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<td>Permission to Teach Teacher</td>
<td>means an Employee who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to the \textit{Education and Training Reform Act 2006 (Vic)} or its successor</td>
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<tr>
<td>Principal</td>
<td>means Principal of Tintern Grammar or his or her nominee</td>
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<tr>
<td>Registered Medical Practitioner</td>
<td>means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia</td>
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<td>Shut down period</td>
<td>means any period of time where the Employer shuts down or closes the whole or part of their operations. A shut down period may be designated during non term weeks where students are not in attendance at the School</td>
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<td>School Teacher</td>
<td>means an Employee employed to teach an educational program in the primary school and/or the secondary school</td>
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<td>Teachers Award</td>
<td>means the \textit{Educational Services (Teachers) Award 2010} or its successor</td>
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<tr>
<td>Teacher</td>
<td>means an Employee who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to the \textit{Education and Training Reform Act 2006 (Vic)} (or its successor) and is employed to teach an educational program. This definition includes a School Teacher, an Early Childhood Teacher and a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal (however named), or a person employed as an instrumental music tutor (however named) in accordance with the General Staff Award</td>
</tr>
<tr>
<td>Victorian Institute of Teaching</td>
<td>means the statutory authority for the registration of teachers established pursuant to the \textit{Education and Training Reform Act 2006 (Vic)} or its successor</td>
</tr>
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8. **DISPUTE RESOLUTION PROCEDURE**

8.1 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.

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

8.3 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.

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

8.5 The FWC may deal with the dispute in two stages:

a. the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

b. if the FWC is unable to resolve the dispute at the first stage, either party may request the FWC to arbitrate the matter in dispute. Any such arbitration will be subject to and in accordance with this clause. In arbitrating the dispute, the FWC may only give directions about the process to be followed within the workplace to resolve the matter in dispute and/or determine the matter in dispute consistent with the limits or standards set by the relevant provisions of this Agreement. An arbitrated decision will bind the parties, subject to either party exercising appeal rights.

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.

8.6 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.

8.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.
PART 2 – MANDATORY TERMS

9 No Extra Claims

The Employer and its Employees agree that the salary increases and other improvements in conditions of employment provided for by this Agreement are in 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.

10 Agreement Flexibility

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

(a) the Agreement deals with one or more of the following matters:
   (i) arrangements about when work is performed;
   (ii) overtime rates;
   (iii) penalty rates;
   (iv) allowances;
   (v) leave loading; and
(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
(c) the arrangement is genuinely agreed to by the Employer and Employee.

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

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

10.3 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.

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

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

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

11 CONSULTATION

11.1 The 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.

Consultation regarding major workplace change

11.2 For a change referred to in cl.11.1(a):

(a) the Employer must notify the relevant Employees of the decision to introduce the major change, and

(b) Cl.11.3 to 11.9 apply.

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

11.4 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. Notice of the appointment must be provided to the Employer in writing.

11.5 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.

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

11.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
11.8 If a clause in the 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 subclauses 11.2(a), 11.3 and 11.5 are taken not to apply.

11.9 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 rosters or hours of work

11.10 For a change referred to in cl.11.1(b):
(a) the Employer must notify the relevant Employees of the proposed change; and
(b) cl.11.11 to 11.15 apply.

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

11.12 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.

11.13 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 the 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).

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

11.15 The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
11.16 For the purposes of cl.11.11 to 11.15, the Employer’s educational timetable in respect of academic classes and student activities, which:
(a) may operate on a term, semester or 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.

11.17 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,
ccl.11.11 to 11.15 will apply.

In this clause, relevant employees means the employees who may be affected by the major change.

PART 3 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

12 REMUNERATION PACKAGING

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

12.2 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.

13 MINIMUM EMPLOYMENT PERIOD

13.1 An Employee’s employment is contingent upon the satisfactory completion of the six month minimum employment period as defined by the Act.

13.2 If the Employer is to terminate the employment of an Employee during the minimum employment period 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 minimum employment period of the Employee’s employment commencing, the Employee is entitled to notice prescribed by the relevant Award or payment in lieu of notice, as follows:
13.4 If the Employee is to resign within the minimum employment period 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 PERSONAL/CARER’S LEAVE

14.1 Personal/carer’s leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

14.2 An Employee other than a casual Employee is entitled to a paid personal/carer’s leave entitlement, which includes both sick and carer’s leave.

14.3 For a full-time Employee, the personal/carer’s leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal/carer’s leave on a pro rata basis based on their rostered hours of work.

14.4 Personal/carer’s leave accrues progressively during a year of service according to an Employee’s ordinary hours of work. However, where an Employee has a need for personal leave or carer’s leave that exceeds the Employee’s accrued entitlement at the time that leave is needed, the Employee is entitled to be paid for personal/carer’s leave in advance of accrual as follows:

(a) six (6) days during the first term worked, and thereafter, an additional three (3) days at the commencement of each subsequent term, if in the first year of service with the Employer, or

(b) up to the annual entitlement of 15 days, if in the second or subsequent year of service, provided that the notice and evidentiary requirements are met.

14.5 Paid sick leave is taken by the Employee because of a personal illness or injury.

14.6 Paid carer’s leave is taken by the Employee 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.

14.7 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.

14.8 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.
14.9 Notice and Evidentiary Requirements

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

14.9.2 An Employee is entitled to sick leave provided that the Employee produces a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer:

- for any absence of more than two consecutive days;
- for any absence continuous with a public holiday to which the Employee is entitled or a non-term week and which would not otherwise require the production of a certificate; and
- where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

14.9.3 An Employee is entitled to carer’s leave provided that the Employee produces, if required by the Employer, a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer stating the person concerned was affected by an illness, injury or unexpected emergency and that the illness, injury or unexpected emergency is such as to require care by another. In the case of an unexpected emergency, sufficient information must be provided to verify the unexpected emergency where required.

15 Compassionate Leave

15.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

15.2 An Employee, other than a casual employee, may take three (3) days’ paid leave per permissible occasion when a member of the Employee’s Immediate Family or household dies or when the Employee’s Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

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

15.4 The Employee must, if required provide evidence of the illness, injury or death that would satisfy a reasonable person. Evidence may take the form of a medical certificate from a Registered Medical Practitioner or a statutory declaration stating the particulars of or circumstances necessitating the leave.
LONG SERVICE LEAVE

16.1 Long service leave is provided by the NES or the LSL Act except where this Agreement provides ancillary or supplementary terms.

16.2 A Teacher is entitled to thirteen weeks of long service leave upon the completion of ten years of continuous employment. A Teacher is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.

16.3 A General Staff Employee is entitled to long service leave of thirteen weeks upon the completion of fifteen years of continuous employment. A General Staff Employee is entitled to an additional four and one-third weeks' long service leave for each additional five years of continuous employment with the Employer.

16.4 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.

16.5 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.

16.6 A Teacher (except for continuous employment prior to 1 February 1997 for a School Teacher) 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 Teacher’s time fractions over the period of eligible service.

16.7 A School Teacher, who was employed prior to 1 February 1997 and whose time fraction varied over this period of time, will be entitled to long service leave calculated as follows for continuous employment prior to 1 February 1997:

(a) where all service of the Teacher has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;

(b) when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours;

(c) when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment;

(d) if a School Teacher can show that the School Teacher’s average weekly hours over the whole of the School Teacher’s part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12
months, average weekly hours will be struck over the actual period of part-time employment.

16.8 An Employee other than a Teacher is paid long service leave in accordance with the LSL Act.

16.9 Illness on Long Service Leave

16.9.1 Subject to the requirements of cl.16.9.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer’s leave, is entitled to have the period of illness or injury treated as personal/carer’s leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a Registered Medical Practitioner of the Employer’s choice, provided the practitioner is reasonably accessible to the Employee.

16.9.2 The Employee’s application under cl.16.9.1:

(i) must be received by the Employer during the period of illness or injury;

(ii) must be accompanied by a medical certificate from a Registered Medical Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and

(iii) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee’s accrued long service leave entitlement.

16.10 Timing and Taking of Long Service Leave

16.10.1 The timing of taking of long service leave will be negotiated between the Principal and the Employee for mutual advantage but will ordinarily be taken within twelve months of the entitlement falling due following ten years of continuous employment.

16.10.2 Notwithstanding cl.16.10.1, an Employee may apply to access pro-rata long service leave after seven (7) years of continuous employment.

16.10.3 In consultation about the timing of such leave, the Employer agrees to take into account the individual Employee’s needs, in so far as they are compatible with the Employer’s operational needs.

16.10.4 The period of long service leave will usually not be for less than a full term. In special circumstances, an application for a shorter period of long service leave will be considered by the Principal.

16.10.5 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 Principal.

16.10.6 Applications for long service leave should be made in writing to the Principal and must be received by the Friday in week 2 of term 3 for long service leave to be taken in the following year. Compassionate and other applications for long
service leave submitted after this date will be considered on their merits by the Principal.

17  **PAID PARENTAL LEAVE**

17.1 Where an Employee, other than a casual Employee, is granted unpaid parental leave in accordance with the NES and where the Employee will have the primary responsibility for the care of a child, the Employee is entitled to be paid a parental allowance:

17.1.1 equivalent to 14 weeks’ salary at the Employee’s ordinary rate of pay, provided that the Employee takes a minimum of 14 weeks’ unpaid birth-related leave commencing at or around the time of the birth of the child; or

17.1.2 equivalent to 14 weeks’ salary at the Employee’s ordinary rate of pay, provided that the Employee takes a minimum of 14 weeks’ unpaid adoption-related leave at or around the time of the placement of the child with the Employee.

17.2 During the period of time that the Employee is in receipt of the parental allowance under cl.17.1, the Employee is entitled to accrue annual leave, as defined by the NES, and personal/carer’s leave, as defined by this Agreement. The Employee is entitled to accrue long service leave in accordance with cl.16 of this Agreement.

17.3 Where an Employee takes a period of concurrent parental leave at the time of the birth or placement of a child in accordance with the NES, the Employee is entitled to a parental allowance at the Employee’s ordinary rate of pay for up to ten (10) days of the period of concurrent parental leave.

17.4 An Employee must have a minimum of 12 months’ continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to cl.17.1 or 17.3.

17.5 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to cl.17.1.

18  **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. An Employee may not be in receipt of any paid entitlements under this Agreement while on a period of leave without pay.

19  **INFECTIONOUS DISEASES LEAVE**

An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the School and the disease is evident in the School:

- German measles
- Chickenpox
• Measles
• Mumps
• Scarlet fever
• Whooping cough
• Rheumatic fever, or
• Hepatitis.

20 **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.

21 **EXAMINATION LEAVE**

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

22 **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.

23 **PERFORMANCE/CONDUCT MANAGEMENT PROCEDURE**

23.1 Application

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

(a) where an Employee’s employment is terminated during the minimum employment period pursuant to cl.13 - Minimum employment period; or

(b) for a casual Employee.

23.2 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 concern(s) 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 support person 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 concern(s).

(c) Formal performance management meetings will:

(i) include discussion of the Employer’s concern(s) with the Employee’s performance;

(ii) give the Employee an opportunity to respond to the Employer’s concern(s);

(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, after following the procedure in this clause, 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.

23.3 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(s) 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 support person 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 concern(s) not be resolved.

(c) The formal conduct management meeting(s) will:

(i) include discussion of the Employer’s concern(s) with the Employee’s conduct;

(ii) give the Employee an opportunity to respond to the Employer’s concern(s).

(d) Concern(s) with an Employee’s conduct may be resolved by:

(i) taking no further action, if appropriate;
(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;

(iv) 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;

(v) other action, appropriate to the situation.

24 REDUNDANCY

The following severance pay scale will apply instead of the scale provided for by Part 2-2 Division 11 of the Act:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>8 weeks’ pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>10 weeks’ pay</td>
</tr>
<tr>
<td>6 years and less than 7 years</td>
<td>11 weeks’ pay</td>
</tr>
<tr>
<td>7 years and less than 8 years</td>
<td>13 weeks’ pay</td>
</tr>
<tr>
<td>8 years and less than 9 years</td>
<td>14 weeks’ pay</td>
</tr>
<tr>
<td>9 years and less than 10 years</td>
<td>16 weeks’ pay</td>
</tr>
<tr>
<td>10 years and less than 11 years</td>
<td>17 weeks’ pay</td>
</tr>
<tr>
<td>11 years and less than 12 years</td>
<td>18 weeks’ pay</td>
</tr>
<tr>
<td>12 years and less than 13 years</td>
<td>20 weeks’ pay</td>
</tr>
<tr>
<td>13 years and less than 14 years</td>
<td>22 weeks’ pay</td>
</tr>
<tr>
<td>14 years and less than 15 years</td>
<td>24 weeks’ pay</td>
</tr>
<tr>
<td>15 years or more</td>
<td>26 weeks’ pay</td>
</tr>
</tbody>
</table>

25 Part Time Employees

Where a reduction of 0.5 or more Full Time Equivalent (FTE) hours of a part time Employee is proposed, the Employee may choose to accept the new position at the reduced FTE fraction, or be declared redundant and receive the appropriate payment. This clause replaces cl.12.6 of the Teachers Award.
26 ACCIDENT PAY

26.1 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.

26.2 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 the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
   i. annual leave; or
   ii. paid personal/carer’s leave.

26.3 In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the WIRC Act, has an entitlement to annual leave during a shut down period, the workers’ compensation payments will cease and the Employee will take the accrued annual leave entitlement.

26.4 For the purposes of cl.26.3, the period of annual leave will not reduce the Employee’s entitlement to such compensation payments or to accident make-up pay, if applicable.

26.5 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 the weekly compensation payments in accordance with the Act.

27. FEE REMISSIONS

27.1 This clause does not apply to Employees engaged on a casual or emergency basis or for a specific period of time or to complete a specific task or tasks.

27.2 After the completion of the six month minimum employment period as defined by the Act, an FTE Employee (other than those excluded above by cl.27.1) will be entitled to a remission of 25 per cent of tuition fees for their natural or adopted children enrolled in the School, with all other charges and fees to be paid in full by the Employee.

27.3 All applications for fee remission are to be made in writing to the Principal.

27.4 Fee remission ceases immediately upon termination of the employment of the Employee.

28 SUPERANNUATION

The Employer currently makes an employer superannuation contribution equivalent to 10 per cent of ordinary time earnings to a complying superannuation fund nominated by the Employee. Superannuation funds requiring an Employer to become a participating
Employer are specifically excluded. Should the Employee not nominate a complying superannuation fund for this purpose, the employer superannuation contribution will be made to the Victorian Independent Schools Superannuation Fund or to a successor fund. The Employer will not pay less than the stipulated amount in accordance with the Superannuation Guarantee legislation.

29  **UNION TRAINING**

29.1 The Employer will provide one (1) day of paid leave per year for one Employee union representative to attend training approved by the Principal.

29.2 Where there is more than one Employee union representative, only one Employee union representative will be entitled to the leave under cl.29.1 and the Employee attending will be determined by the Principal.

29.3 The timing of leave pursuant to this clause 29 is subject to the operational requirements of the School.

29.4 The Employer shall not be liable for any expenses associated with an Employee attending training under this clause 29.

**PART 4 – CONDITIONS OF EMPLOYMENT FOR TEACHERS**

30  **SALARIES**

30.1 Instead of the salaries provided for by cl.14.1 of the Teachers Award the salaries provided for in Schedule A to this Agreement will apply to a Teacher employed by the Employer.

30.2 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule A—Salaries, according to their qualifications and teaching experience. For the purpose of this Agreement, teaching experience does not include employment as a teacher in a TAFE program (unless the teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School. However, exceptions to this may be granted at the Principal’s discretion.

30.3 In the case of an Early Childhood Teacher, the following will count as service:

(i) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;

(ii) teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;

(iii) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and

(iv) service as a diploma qualified childcare worker, at the rate of one year for every three years service up to a maximum of four years.
31 Incremental Advancement

31.1 Instead of the progression arrangements in cl.13.4 of the Teachers Award, advancement to the next incremental level will automatically occur on 1 February after 12 months of continuous service for a Full-Time Teacher.

31.2 Service for the purposes of this clause will include all service in any other school.

31.3 Instead of the progression arrangements in cl.13.4 of the Teachers Award, a Teacher who is four year trained will commence on Level 1 of the salary scale in Schedule A and progress according to normal years of service to Level 11.

31.4 Instead of the progression arrangements in cl. 13.4 of the Teachers Award, a Teacher who is five year trained will commence on Level 2 of the salary scale in Schedule A and progress according to normal years of service to Level 11 of the scale.

31.5 All Permission to Teach Teachers as defined in cl.7 of this Agreement will commence on Level 1 of the salary scale in Schedule A. Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher’s notification, in writing, to the Principal.

32 Part Time Teacher

32.1 A Part-Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis. The pro rata annual salary is calculated using the following formula, with the face-to-face teaching hours of a Full-Time Teacher:

\[
\frac{\text{hours of face-to-face teaching}}{\text{hours of Full-Time Teacher’s face-to-face teaching}} \times \text{annual salary}
\]

(a) in the secondary school being 20 hours;
(b) in the primary school being 22 hours
(d) in the Early Learning Centre being 22 hours

32.2 A Part-Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.

33 Part Time Progression

A Part-Time Teacher employed for 40 per cent or less of a full time teaching load will be required to complete 24 months’ service before progressing to the next level.

34 Camp Allowance

A Teacher required to attend a compulsory camp during term time will be paid an allowance of $60 per night from the operative date of this Agreement.
35 Responsibility Allowances

35.1 Eligibility

35.1.1 Responsibility allowances in Schedules C, D and E only apply to School Teachers.

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

35.1.3 An allowance is linked to a position of responsibility rather than tied to an individual School Teacher.

35.1.4 The responsibility allowances provided for in Schedules C, D and E to this Agreement operate instead of, and are not additional to, the allowances provided for by the Teachers Award.

35.1.5 The Principal determines who is eligible for a responsibility allowance.

35.2 Notification

35.2.1 The Principal will provide written advice to a School Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.

35.2.2 The Principal will advise the School Teacher of the level to which the position equates in accordance with cl.35.3.

35.3 Structure of responsibility allowances

35.3.1 Responsibility allowances will be determined by:

(a) Head of Department (Secondary)
   i. Number of staff directly reporting to Head of Department
   ii. Number of faculty subjects
   iii. Number of students undertaking faculty subjects

(b) Year Level Coordinator (Secondary)
   i. Number of students in a year level

(c) Junior School
   i. Number of students directly responsible for
   ii. Number of staff report to or have responsibility for
36  ADDITIONAL QUALIFICATIONS

36.1 A Teacher shall be entitled to advance up the incremental scale by one level if the Teacher has successfully completed the qualification of Master’s Degree of Education or its equivalent or higher within their current teaching method.

36.2 Where a Teacher obtains a second or subsequent masters degree of education or equivalent or higher, the Teacher will be entitled to advance a further subdivision in accordance with the provisions of this clause within their current teaching method.

36.3 The qualification must be attained according to standards adopted and approved by Australian tertiary education institutions and must be equivalent to at least 1 year of full time study.

36.4 It is a requirement of this Agreement that the Teacher notifies the Employer in writing of the acquisition of additional qualifications together with the production of satisfactory evidence to this effect. Notwithstanding anything to the contrary an entitlement derived from the acquisition of additional qualifications shall not pre-date the date of notification.

PART 5 – CONDITIONS OF EMPLOYMENT FOR GENERAL STAFF

37  SALARIES AND CLASSIFICATION

37.1 Instead of the salaries provided by cl.15.1 of the General Staff Award, the salaries provided for in Schedule B to this Agreement will apply to Classroom support services Employees and Curriculum/resources services Employees employed by the Employer.

37.2 All General Staff Employees must be classified according to the structure set out in Schedule F—Classifications of this Agreement. An Employee must be advised in writing of their classification and of any changes to their classification.

38  HOURS OF WORK

38.1 The hours of work for a full-time General Staff Employee who is not employed under a leave without pay arrangement pursuant to cl.11 of the General Staff Award are 38 per week and may be averaged over a period of a fortnight or four weeks.

38.2 The hours of work for a part-time General Staff Employee who is not employed under a leave without pay arrangement pursuant to cl.11 of the General Staff Award may be averaged over a period of a fortnight or four weeks.

38.3 The ordinary hours of work for a Classroom support services or Curriculum/resources services Employee may be worked on 10 days out of every 14 day cycle.

38.4 The ordinary hours of work will be performed on any day from Monday to Friday between 7:00 am and 6:00 pm.

38.5 Where there is mutual agreement between the Employer and the majority of General Staff
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.

38.6 An exception to cl.38.4 is where the ordinary hours of work specified by the General Staff Award provides for the ordinary hours of work of a Classroom support services or Curriculum/resources services Employee to be performed on a weekend, in which case the provisions of the General Staff Award will prevail over this clause.

39 COMMENCEMENT AND INCREMENTAL ADVANCEMENT

39.1 The commencement level for a General Staff Employee will be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Commencement level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom support services grade 1</td>
<td>Level 1.1</td>
</tr>
<tr>
<td>Classroom support services grade 2</td>
<td>Level 2.1</td>
</tr>
<tr>
<td>Curriculum/resources services grade 1</td>
<td></td>
</tr>
<tr>
<td>Classroom support services grade 3</td>
<td>Level 3.1</td>
</tr>
<tr>
<td>Curriculum/resources services grade 2</td>
<td></td>
</tr>
<tr>
<td>Curriculum/resources services grade 3</td>
<td>Level 4.1</td>
</tr>
<tr>
<td>Curriculum/resources services grade 4</td>
<td>Level 5.1</td>
</tr>
</tbody>
</table>

39.2 Advancement to the next increment within the appropriate level will take place on the anniversary of a Classroom support services Employee’s or Curriculum/resources services Employee’s first appointment or in the case of non-continuous service, after the completion of the equivalent of a School year.

39.3 A Classroom support services Employee or a Curriculum/resources services Employee employed for 50 per cent or less of full-time working hours will be required to complete 24 months’ continuous service before advancement.

39.4 Service for the purposes of this clause will include all service in any other school at the grade to which the General Staff Employee is appointed. The General Staff Employee must be able to substantiate such service upon request.
SCHEDULE A – SALARIES FOR TEACHERS

A1.1 The Employer will pay a full-time Teacher not less than the annual rate of pay for the Teacher’s classification as specified below from the first pay period commencing on or after:

<table>
<thead>
<tr>
<th>Classification Level</th>
<th>1 Feb 2018, except that back-pay will be from the first pay period commencing on or after the operative date of this Agreement</th>
<th>1 Aug 2018</th>
<th>1 Feb 2019</th>
<th>1 Aug 2019</th>
<th>1 Feb 2020</th>
<th>1 Aug 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>$69,739</td>
<td>$70,960</td>
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<td>$73,285</td>
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<td>2</td>
<td>$70,019</td>
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<td>$72,313</td>
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<td>4</td>
<td>$75,282</td>
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<td>5</td>
<td>$78,061</td>
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<tr>
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<td>$104,530</td>
<td>$106,359</td>
<td>$107,954</td>
<td>$109,844</td>
</tr>
</tbody>
</table>

A1.2 Annual Leave Loading

The annual rates of pay in Schedule A1.1 do not include annual leave loading (17.5% of four weeks’ annual leave).
A2 Casual Teacher Salaries

A2.1 The salary payable to a casual Teacher from the first pay period commencing on or after 1 July 2018 will be $311 for a full day and $155.50 for a half day.

A2.2 For the life of the Agreement, the full day rate of pay for a casual Teacher will be at least one dollar more than the applicable rate in the Teachers Award.
**SCHEDULE B – SALARIES FOR GENERAL STAFF**

B1.1 The Employer will pay a full-time adult General Staff Employee not less than the annual rate of pay specified for the Employee's classification as specified below in Tables B1.1(a) and B1.1(b) from the first pay period commencing on or after:

**B1.1(a) General Staff Employees – 6 Weeks Leave Salary Scale Table**

<table>
<thead>
<tr>
<th>Classification Level</th>
<th>1 Feb 2018, except that back-pay will be from the first pay period commencing on or after the operative date of this Agreement</th>
<th>1 Aug 2018</th>
<th>1 Feb 2019</th>
<th>1 Aug 2019</th>
<th>1 Feb 2020</th>
<th>1 Aug 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2</td>
<td>$44,807</td>
<td>$45,591</td>
<td>$45,591</td>
<td>$45,591</td>
<td>$45,591</td>
<td>$45,591</td>
</tr>
<tr>
<td>1.3</td>
<td>$46,275</td>
<td>$47,085</td>
<td>$47,085</td>
<td>$47,085</td>
<td>$47,085</td>
<td>$47,085</td>
</tr>
<tr>
<td>1.4</td>
<td></td>
<td>$47,791</td>
<td>$48,627</td>
<td>$48,627</td>
<td>$48,627</td>
<td>$48,627</td>
</tr>
<tr>
<td>2.1</td>
<td>$49,027</td>
<td>$49,027</td>
<td>$49,027</td>
<td>$49,027</td>
<td>$49,027</td>
<td>$49,027</td>
</tr>
<tr>
<td>2.2</td>
<td>$49,763</td>
<td>$50,634</td>
<td>$50,634</td>
<td>$50,634</td>
<td>$50,634</td>
<td>$50,634</td>
</tr>
<tr>
<td>2.3</td>
<td>$51,393</td>
<td>$52,293</td>
<td>$52,293</td>
<td>$52,293</td>
<td>$52,293</td>
<td>$52,293</td>
</tr>
<tr>
<td>2.4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$53,077</td>
<td>$54,006</td>
</tr>
<tr>
<td>3.1</td>
<td>$53,830</td>
<td>$53,830</td>
<td>$53,830</td>
<td>$53,830</td>
<td>$53,830</td>
<td>$53,830</td>
</tr>
<tr>
<td>3.2</td>
<td>$54,637</td>
<td>$55,593</td>
<td>$55,593</td>
<td>$55,593</td>
<td>$55,593</td>
<td>$55,593</td>
</tr>
<tr>
<td>3.3</td>
<td>$56,427</td>
<td>$57,415</td>
<td>$57,415</td>
<td>$57,415</td>
<td>$57,415</td>
<td>$57,415</td>
</tr>
<tr>
<td>3.4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$58,276</td>
<td>$59,296</td>
</tr>
<tr>
<td>4.1</td>
<td>$61,063</td>
<td>$61,063</td>
<td>$61,063</td>
<td>$61,063</td>
<td>$61,063</td>
<td>$61,063</td>
</tr>
<tr>
<td>4.2</td>
<td>$61,979</td>
<td>$63,064</td>
<td>$63,064</td>
<td>$63,064</td>
<td>$63,064</td>
<td>$63,064</td>
</tr>
<tr>
<td>4.3</td>
<td>$64,010</td>
<td>$65,130</td>
<td>$65,130</td>
<td>$65,130</td>
<td>$65,130</td>
<td>$65,130</td>
</tr>
<tr>
<td>4.4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$66,107</td>
<td>$67,264</td>
</tr>
<tr>
<td>5.1</td>
<td>$65,408</td>
<td>$65,408</td>
<td>$65,408</td>
<td>$65,408</td>
<td>$65,408</td>
<td>$65,408</td>
</tr>
<tr>
<td>5.2</td>
<td>$66,389</td>
<td>$67,551</td>
<td>$67,551</td>
<td>$67,551</td>
<td>$67,551</td>
<td>$67,551</td>
</tr>
<tr>
<td>5.3</td>
<td>$68,564</td>
<td>$69,764</td>
<td>$69,764</td>
<td>$69,764</td>
<td>$69,764</td>
<td>$69,764</td>
</tr>
<tr>
<td>5.4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$70,811</td>
<td>$72,050</td>
</tr>
</tbody>
</table>
## B1.1(b) General Staff Employees – All School Holidays Salary Scale Table

<table>
<thead>
<tr>
<th>Classification Level</th>
<th>1 Feb 2018, except that back-pay will be from the first pay period commencing on or after the operative date of this Agreement</th>
<th>1 Aug 2018</th>
<th>1 Feb 2019</th>
<th>1 Aug 2019</th>
<th>1 Feb 2020</th>
<th>1 Aug 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>$39,885</td>
<td>$39,885</td>
<td>$39,885</td>
<td>$39,885</td>
<td>$39,885</td>
<td>$39,885</td>
</tr>
<tr>
<td>1.2</td>
<td>$40,483</td>
<td>$41,192</td>
<td>$41,192</td>
<td>$41,192</td>
<td>$41,192</td>
<td>$41,192</td>
</tr>
<tr>
<td>1.3</td>
<td></td>
<td>$41,810</td>
<td>$42,541</td>
<td>$42,541</td>
<td>$42,541</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td></td>
<td></td>
<td></td>
<td>$43,179</td>
<td>$43,935</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>$45,403</td>
<td>$45,403</td>
<td>$45,403</td>
<td>$45,403</td>
<td>$45,403</td>
<td>$45,403</td>
</tr>
<tr>
<td>2.2</td>
<td>$46,084</td>
<td>$46,891</td>
<td>$46,891</td>
<td>$46,891</td>
<td>$46,891</td>
<td>$46,891</td>
</tr>
<tr>
<td>2.3</td>
<td></td>
<td>$47,594</td>
<td>$48,427</td>
<td>$48,427</td>
<td>$48,427</td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td></td>
<td></td>
<td></td>
<td>$49,153</td>
<td>$50,013</td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>$49,833</td>
<td>$49,833</td>
<td>$49,833</td>
<td>$49,833</td>
<td>$49,833</td>
<td>$49,833</td>
</tr>
<tr>
<td>3.2</td>
<td>$50,580</td>
<td>$51,466</td>
<td>$51,466</td>
<td>$51,466</td>
<td>$51,466</td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td></td>
<td>$52,238</td>
<td>$53,152</td>
<td>$53,152</td>
<td>$53,152</td>
<td></td>
</tr>
<tr>
<td>3.4</td>
<td></td>
<td></td>
<td></td>
<td>$53,949</td>
<td>$54,893</td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>$56,509</td>
<td>$56,509</td>
<td>$56,509</td>
<td>$56,509</td>
<td>$56,509</td>
<td>$56,509</td>
</tr>
<tr>
<td>4.2</td>
<td>$57,357</td>
<td>$58,360</td>
<td>$58,360</td>
<td>$58,360</td>
<td>$58,360</td>
<td>$58,360</td>
</tr>
<tr>
<td>4.3</td>
<td></td>
<td>$59,236</td>
<td>$60,272</td>
<td>$60,272</td>
<td>$60,272</td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td></td>
<td></td>
<td></td>
<td>$61,176</td>
<td>$62,247</td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>$60,510</td>
<td>$60,510</td>
<td>$60,510</td>
<td>$60,510</td>
<td>$60,510</td>
<td>$60,510</td>
</tr>
<tr>
<td>5.3</td>
<td></td>
<td>$63,430</td>
<td>$64,540</td>
<td>$64,540</td>
<td>$64,540</td>
<td></td>
</tr>
<tr>
<td>5.4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$65,508</td>
<td>$66,654</td>
</tr>
</tbody>
</table>
B1.2 Translation Scale

A General Staff Employee will translate to the revised classification structure in Tables B1.1(a) and B1.1(b) as follows:

<table>
<thead>
<tr>
<th>General Staff Employee Classification Levels – Tintern Schools Agreement 2015-2016</th>
<th>General Staff Employee Classification Levels – Tintern Grammar Agreement 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>1.1</td>
</tr>
<tr>
<td>1.2</td>
<td>1.1</td>
</tr>
<tr>
<td>1.3</td>
<td>1.2</td>
</tr>
<tr>
<td>2.1</td>
<td>2.1</td>
</tr>
<tr>
<td>2.2</td>
<td>2.2</td>
</tr>
<tr>
<td>3.1</td>
<td>3.1</td>
</tr>
<tr>
<td>3.2</td>
<td>3.2</td>
</tr>
<tr>
<td>4.1</td>
<td>4.1</td>
</tr>
<tr>
<td>4.2</td>
<td>4.2</td>
</tr>
<tr>
<td>5.1</td>
<td>5.1</td>
</tr>
<tr>
<td>5.2</td>
<td>5.2</td>
</tr>
</tbody>
</table>

B1.3 Increments within Levels 1 to 5 in Sch.B1.1(a) and B1.1(b)

B1.3(a) From 1 February 2019, General Staff Employees will be able to advance to a third increment within levels 1 to 5 in the salary scales in Sch.B1.1(a) and B1.1(b), in accordance with cl.39.2 and 39.3 of this Agreement.

B1.3(b) From 1 February 2020, General Staff Employees will be able to advance to a fourth increment within levels 1 to 5 in the salary scales in Sch.B1.1(a) and B1.1(b), in accordance with cl.39.2 and 39.3 of this Agreement.

B1.4 Annual Leave Loading

The annual rates of pay in Tables B1.1(a) and (b) do not include annual leave loading (17.5% of four weeks’ annual leave).
SCHEDULE C – RESPONSIBILITY ALLOWANCES

C1.1 Head of Department

Instead of the leadership allowances in cl.15.2 of the Teachers Award, allowances are available to School Teachers for holding positions of responsibility. The allowances may be in the form of time or money or a combination of both. They are paid at the discretion of the Principal and may vary from time to time. If time is allowed, this is added to the School Teacher’s allotment, monetary allowances are added to salaries for the duration of the appointment. This is usually for 3 years but may vary according to the operational needs of the School.

The Category of a Department will not necessarily be known until such time as students have completed subject selections and class numbers have been determined.

<table>
<thead>
<tr>
<th>RATING</th>
<th>Low (1 point)</th>
<th>Medium (3 points)</th>
<th>High (4 points)</th>
<th>Very High (6 points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of staff directly reporting to Head of Department</td>
<td>0 - 5</td>
<td>6 - 10</td>
<td>11 - 15</td>
<td>&gt;15</td>
</tr>
<tr>
<td>Number of courses managed by Head of Department</td>
<td>0 - 5</td>
<td>6 - 8</td>
<td>9 - 15</td>
<td>&gt;16</td>
</tr>
<tr>
<td>Number of students undertaking courses in the department</td>
<td>0 - 200</td>
<td>201 - 400</td>
<td>401 - 650</td>
<td>651 +</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points Range</th>
<th>Allowances per cycle From the first pay period commencing on or after 1 February 2018</th>
<th>1 February 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category A Department 13-18</td>
<td>9,540 pa + 5 ppc</td>
<td>10,112 +5 ppc</td>
</tr>
<tr>
<td>Category B Department 10-12</td>
<td>7,164 pa + 4 ppc</td>
<td>7,594 +4 ppc</td>
</tr>
<tr>
<td>Category C Department 6-9</td>
<td>5,436 pa + 3 ppc</td>
<td>5,762 +3 ppc</td>
</tr>
<tr>
<td>Category D Department 3-5</td>
<td>2,388 pa + 2 ppc</td>
<td>2,531 +2 ppc</td>
</tr>
</tbody>
</table>

Note: Each Head of Department has the right to call one (1) Department planning day per school year in negotiation with the Vice Principal. The planning day is to be taken as one (1) full day or two (2) half days.
SCHEDULE D – RESPONSIBILITY ALLOWANCES

D1.1 Year Level Coordinator

Instead of the leadership allowances in cl.15.2 of the Teachers Award, the following allowance structure applies for School Teachers appointed as Year Level Coordinators from the first pay period commencing on or after:

Base + Variable Component

<table>
<thead>
<tr>
<th>Variable Student Numbers</th>
<th>1 February 2018 – $ Allowances</th>
<th>1 February 2018 – Periods</th>
<th>1 February 2019 – $ Allowances</th>
<th>1 February 2019 – Periods</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 48</td>
<td>5,160</td>
<td>3</td>
<td>5,470</td>
<td>4</td>
</tr>
<tr>
<td>49 - 72</td>
<td>6,180</td>
<td>4</td>
<td>6,551</td>
<td>5</td>
</tr>
<tr>
<td>73 - 96</td>
<td>7,212</td>
<td>5</td>
<td>7,645</td>
<td>6</td>
</tr>
<tr>
<td>97 - +</td>
<td>9,540</td>
<td>7</td>
<td>10,112</td>
<td>7</td>
</tr>
</tbody>
</table>

Note: Each Year Level Coordinator has the right to call one (1) Year Level planning day per school year in negotiation with the Vice Principal. The planning day is to be taken as one (1) full day or two (2) half Days
SCHEDULE E – RESPONSIBILITY ALLOWANCES

**E1.1 Junior Primary School responsibility allowances – Levels P to 8**
Instead of the leadership allowances in cl.15.2 of the Teachers Award, the following allowance structure applies for School Teachers appointed to positions of responsibility in the Junior School.

<table>
<thead>
<tr>
<th>No. of students directly under your responsibility</th>
<th>No students directly under responsibility</th>
<th>Up to 60 students</th>
<th>61 - 164 students</th>
<th>More than 164 students</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0 points</td>
<td>1 point</td>
<td>2 points</td>
<td>3 points</td>
</tr>
<tr>
<td>No. of staff report to or have responsibility</td>
<td>Reports only to Head</td>
<td>2-3 staff</td>
<td>4-5 staff</td>
<td>6 or more staff</td>
</tr>
<tr>
<td></td>
<td>0 points</td>
<td>4 points</td>
<td>5 points</td>
<td>6 points</td>
</tr>
<tr>
<td>Extra duties</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5 points</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Points range</th>
<th>Allowance from the first pay period commencing on or after 1 February 2018 $</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1 - 5</td>
<td>1,548</td>
</tr>
<tr>
<td>B</td>
<td>6 - 10</td>
<td>2,388</td>
</tr>
<tr>
<td>C</td>
<td>11 +</td>
<td>5,436</td>
</tr>
</tbody>
</table>

32
SCHEDULE F – CLASSIFICATIONS

F.1 Definitions

F.1.1 Definition 1: Supervision

(a) Close supervision: clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

(b) Routine supervision: direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

(c) General direction: direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available.

(d) Broad direction: direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required.

F.1.2 Definition 2: Qualifications
Within the Australian Qualifications Framework:

(a) Year 12 - Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

(b) Trade certificate - Completion of an apprenticeship, normally of four years’ duration, or equivalent recognition, e.g. Certificate III.

(c) Post-trade certificate - A course of study over and above a trade certificate and less than a Certificate IV.

(d) Certificates I and II - Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

(e) Certificate III - A course that provides a range of well-developed skills and is comparable to a trade certificate.
(f) **Certificate IV** - A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

(g) **Diploma** - A course at a higher education or vocational educational and training institution, typically equivalent to two years’ full-time post-Year 12 study.

(h) **Advanced diploma** - A course at a higher education or vocational educational and training institution, typically equivalent to three years’ full-time post-Year 12 study.

(i) **Degree** - A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

**F.1.3 Definition 3: Classification dimensions**

(a) **Competency** - The skill, complexity and responsibility of tasks typically required at each classification level.

(b) **Judgment, independence and problem solving** - Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

(c) **Level of supervision** - This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

(d) **Training level or qualifications** - The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

(e) **Occupational equivalent** - Examples of occupations typically falling within each classification level.

(f) **Typical activities** - Examples of activities typically undertaken by employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.
F.2 Classifications

F.2.1 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.

(a) 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.

(b) 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.

(c) Level of supervision - Close supervision or, in the case of more experienced employees working alone, routine supervision.

(d) 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 school, the school’s policies and procedures in relation to the work environment and the employees with whom the employee will be working.

(e) Typical activities

(i) Classroom support services grade 1
   ▪ Providing general assistance of a supportive nature to teachers, as directed
   ▪ Assisting student learning, either individually or in groups, under the direct supervision of a higher level general employee or a teacher
   ▪ Assisting with the collection, preparation and distribution of classroom materials
   ▪ Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
   ▪ Assisting teachers with the care of students on school excursions, sports days and other classroom activities

   Occupational equivalent: teacher aide/assistant, integration aide/assistant

F.2.2 Level 2
An employee at this level performs work above and beyond the skills of an employee at Level 1.

(a) 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.

(b) **Judgment, independence and problem solving** –

(i) 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.

(ii) 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.

(c) **Level of supervision**

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.

(d) **Training level or qualifications** - Level 2 duties typically require:

(i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;

(ii) completion of Year 12 without work experience;

(iii) completion of Certificates I or II with work related experience; or

(iv) an equivalent combination of experience and training.

(e) **Typical activities**

(i) **Classroom support services grade 2**

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved

*Occupational equivalent:* teacher aide/assistant, integration aide/assistant

(ii) **Curriculum/resources services grade 1**

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks

- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording

- Maintaining booking and repair/replacement systems for equipment

- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures

- Maintaining equipment and materials

- Preparing teaching aids under direction

- Preparing standard solutions and less complex experiments

- Assisting students and teachers to use the catalogue and/or locate books and resource materials

- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed

*Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

**F.2.3 Level 3**
An employee at this level performs work above and beyond the skills of an employee at Level 2.

(a) **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.

(b) **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.

(c) **Level of supervision** - 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.

(d) **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:
   (I) completion of a trades certificate or Certificate III;
   (II) completion of Year 12 or a Certificate II, with relevant work experience; or
   (III) 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.

(e) Typical activities

(i) Classroom support services grade 3

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students

*Occupational equivalent: library assistant, teacher aide/assistant, integration aide/assistant*

(ii) Curriculum/resources services grade 2

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- 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: library technician, laboratory technician, technology centre technician*
F.2.4 Level 4
An employee at this level performs work above and beyond the skills of an employee at Level 3.

(a) 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.

(b) 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.

(c) 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.

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

(e) Typical activities

(i) Curriculum/resources services grade 3
   ▪ Demonstrating and instructing students and employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
   ▪ Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required
   ▪ In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
   ▪ Liaising with teachers on curriculum matters
- Assisting careers advisor/counsellor

*Occupational equivalent:* senior technician in a library, laboratory or technology centre

**F.2.5 Level 5**

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

(a) **Competency** - Competency at this level involves self-directed application of knowledge with substantial depth 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.

(b) **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.

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

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

(e) **Typical activities**

(i) **Curriculum/resources services grade 4**
- 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

*Occupational equivalent:* senior technician in a library, laboratory or technology centre
EMPLOYER REPRESENTATIVE

Signed: [Signature]

Date: 4/9/18

Name in full (printed): Jason McManus

Position title: Vice Principal

Authority to sign explained: Employer Bargaining Representative

Address: 90 Alexandra Rd
Ringwood East VIC 3135

Witnessed by: [Signature]

Witness name in full: Sue-Anne Dias

EMPLOYEE REPRESENTATIVE

Signed: [Signature]

Date: 4/9/18

Name in full (printed): Nicole Stefanac

Position title: Year 11 Coordination

Authority to sign explained: Employer Bargaining Representative

Address: 90 Alexandra Road
Ringwood East VIC 3135

Witnessed by: [Signature]

Witness name in full: Carole Ann Nye

Witness address:

Tintern Grammar
PO Box 26
RINGWOOD EAST VIC 3135
ABN 24 693 089 021 / CRICOS 00348E

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IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/4949

Applicant:
Tintern Grammar

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Brad Fry, Principal for Tintern Grammar give the following undertakings with respect to the Tintern Grammar Agreement 2018 ("the Agreement"): 

1. I have the authority given to me by Tintern Grammar to provide the following undertakings in relation to the application before the Fair Work Commission.

2. Under clause 25 of the Agreement, where a part-time employee’s full time equivalent (FTE) hours are reduced by more than 0.25, instead of 0.5 or more, the employee may choose to accept the new position at the reduced FTE fraction or be declared redundant and receive the appropriate payment.

3. Clause 5.1 of the Agreement incorporates the terms of the Educational Services (Teachers) Award 2010 (Teachers Award), therefore clause 14.5 of the Teachers Award is incorporated into the Agreement. The rates of pay for a casual teacher are $311 for a full day and $155.50 for a half day. Where the rate of pay for a casual teacher under the Teachers Award exceeds the rate of pay under the Agreement at any time during the life of the Agreement, it is undertaken to pay not less than $1 more than the applicable minimum rate of pay specified by the Teachers Award.

4. Clause 5.1 of the Agreement incorporates the terms of the Educational Services (Schools) General Staff Award 2010 (General Staff Award) relevant to Classroom support services and Curriculum/resources services employees. Both Classroom support services and Curriculum/resources services employees are entitled to receive the allowances provided by the General Staff Award where applicable.

5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

05/02/19

Date