



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Angelica Maria Teresa Hill T/A Bacchus Marsh Grammar
(AG2022/5384)

BACCHUS MARSH GRAMMAR ENTERPRISE AGREEMENT 2022

Educational services

COMMISSIONER WILSON

MELBOURNE, 16 JANUARY 2023

Application for approval of the Bacchus Marsh Grammar Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Bacchus Marsh Grammar Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Angelica Maria Teresa Hill T/A Bacchus Marsh Grammar. The Agreement is a single enterprise agreement.

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

[3] 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.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 January 2023. The nominal expiry date of the Agreement is 31 December 2025.



[2023] FWCA 140

COMMISSIONER

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**BACCHUS MARSH GRAMMAR
ENTERPRISE AGREEMENT
2022**

PART 1: APPLICATION AND OPERATION OF AGREEMENT

1. TITLE AND NATURE OF AGREEMENT

This Agreement is to be known as the Bacchus Marsh Grammar Enterprise Agreement 2022 (the "Agreement") and is a single enterprise agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth) (the "Act").

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3. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 Where this Agreement passes the better off overall test, the Agreement will be operative from the seventh day after the date specified in the notice issued by the Fair Work Commission.
- 3.2 This Agreement shall operate from the seventh day after the date approved by the Fair Work Commission in accordance with the Act.
- 3.3 The nominal expiry date of this Agreement is 31 December 2025.

4. COVERAGE AND APPLICATION

- 4.1 This Agreement covers all Employees except the Principal.
- 4.2 This Agreement does not cover Principal Class and Leadership Business Support Services positions, however, the Agreement will form the basis of conditions where a Principal Class contract, letter of employment or other form of employment is silent. Leadership Business Support Services positions that fall under this category include:
- a) Business Manager;
 - b) Director of Finance;
 - c) Property Manager;
 - d) Director of Engagement and Learning Resources; and
 - e) Head of Human Resources.
- 4.3 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3, 4 and 5 of this Agreement apply to Employees as specified.

5. RELATIONSHIP TO AWARDS

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

6. NATIONAL EMPLOYMENT STANDARDS

- 6.1 The National Employment Standards ("NES") in Part 2-2 of the Act are the minimum entitlements that an Employee covered by this Agreement is entitled to. This Agreement may provide ancillary and supplementary terms in respect of the NES.
- 6.2 Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES are more favourable to an Employee, in a particular respect then the NES will prevail in that respect and provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

7. DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth) as amended from time to time.
Award	means the following: <ul style="list-style-type: none">• the <i>Educational Services (Schools) General Staff Award 2020</i>;• the <i>Educational Services (Teachers) Award 2020</i>; and• the <i>Children's Services Award 2010</i>.
Casual Employee	means an employee pursuant to clause 14.5 of this Agreement.
Commission	means Fair Work Commission or its successor.
Continuous Service	means continuous service will be calculated to include all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, infectious diseases leave, carer's leave and bereavement leave), school holidays, long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the Employee. Subject to legislative exceptions, periods of unpaid leave do not count towards

	the length of the Employees' continuous service. However, periods of unpaid leave do not break the continuity of employment.
Director of Early Learning Services	means an Employee who has a relevant Degree or a 3- or 4-year Early Childhood Education qualification, or an AQF Advanced Diploma, or a Diploma in Children's Services; or is otherwise a person possessing such experience, or holding such qualifications deemed by the Employer or the relevant legislation to be appropriate and/or required for the position and who is appointed as the director of service.
Early Childhood Educator	means an Employee who performs general duties and duties with children, under the general direction of a Early Childhood Teacher/Director. An Employee engaged as such is required to hold a diploma qualification approved by the Regulator for the purposes of the National Law and published in accordance with Regulation 137(1)(b) of the Education and Care Services National Regulations 2011.
Early Childhood Program	means a core curriculum provided to children under school age (three, four and five year old children) referred to in section 168 of the National Law Act.
Early Childhood Teacher	means an Employee engaged as such or an Employee engaged in a position that requires the Employee to hold VIT registration and an early childhood teaching qualification approved by the Regulator for the purposes of the National Law and published in accordance with Regulation 137(1) (a) of the Education and Care Services National Regulations 2011; who has current registration with the Victorian Institute of Teaching from 30 September 2015 and who is employed to teach children enrolled in the Early Childhood Program of the School's Early Learning Centre.
Early Learning Centre Year	means the Centre is open to families for 48 weeks of the year from 7:30 am – 5:30 pm Monday to Friday. Early Childhood Educators work over 49 weeks, with the first week being staff week.
Educational Leader	means an Employee engaged as such or an Employee engaged in a position that requires the Employee to hold VIT registration and an early childhood teaching qualification approved by the Regulator for the purposes of the National Law and published in accordance with Regulation 137(1) (a) of the Education and Care Services National Regulations 2011; to lead the development and implementation of educational programs in the service.
Employee	means a person employed by Bacchus Marsh Grammar under this Agreement.
Employer	means the Bacchus Marsh Grammar (ABN 24 128 531 078) and any successor in law.
Experience	means experience of teaching after achieving the qualifications necessary for registration as a Teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment.
Family Violence	the definition of Family Violence includes physical, sexual, financial, verbal or emotional abuse by a family member (<i>Family Violence Protection Act 2008 (VIC)</i>).
Fixed Term Employee	means a person who is employed pursuant to clause 14.4 of this Agreement.
Full Time Employee	means an Employee who is employed to work the ordinary hours of duty prescribed by this agreement.
Health Centre Manager	means a registered nurse who coordinates and manages the Health Centre across all campuses.
Immediate Family	means: a) a spouse (including a former spouse, a de facto spouse or a former de facto spouse) of the Employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband, wife or same sex partner of that person on a bona fide domestic basis although not legally married to that person; and/ or

	b) child or adult child (including adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling or the Employee, spouse or de facto spouse of the Employee.
NES	means the National Employment Standards as contained in <i>Part 2-2 of the Fair Work Act 2009 (Cth)</i> as amended from time to time.
Office Closure	Means a period of time, as determined by the Principal when the School Office across the Maddingley and Woodlea Campus will be closed to the public. This includes: <ul style="list-style-type: none"> a) a closure each year for Christmas from the Friday falling before the 21st of December each year until the Monday following New Year's Day, unless that Monday is a public holiday in which the School will remain closed until the next working day; and b) a closure during the middle week of the Term 2 academic break.
Ordinary Time Rate of Pay	means the current weekly rate for an Employee as prescribed in this Agreement, plus any regular over-Agreement payments, any position of leadership allowance which is paid on a regular and continuing basis or any other allowances in the nature of salary. It does not include overtime, travel allowance or any other allowance not in the nature of salary.
Part Time Employee	means an Employee, other than a casual Employee, who is employed to work for less than the ordinary hours of work prescribed by this Agreement.
Permission to Teach	means a person who is granted Permission to Teach by the <i>Victorian institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic)</i> or its successor.
Principal	means the Principal of Bacchus Marsh Grammar or his or her nominee.
Principal Class Employee	means all senior Employees who carry a title of Principal, Senior Deputy Principal, Deputy Principal or Assistant Principal.
Protected Award Conditions	means the terms of the Awards, as in force from time to time, to the extent that those terms are about any of the following matters: <ul style="list-style-type: none"> a) rest breaks; b) incentive-based payments; c) annual leave loadings; d) observance days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days; e) days to be substituted for, or a procedure for substituting, days referred to above; f) monetary allowances for: <ul style="list-style-type: none"> i) expenses incurred in the course of employment; or i) responsibilities or skills that are not taken into account in rates of pay for employees; or ii) disabilities associated with the performance of particular tasks or work in particular conditions or locations. g) loadings for working overtime or for shift work; and h) penalty rates.
Middle Academic Break	means where there is a three (3) week break at the end of Term 2, the middle week shall refer to the second week of the break. If the School decides to have a two (2) week break at the end of Term two (2), the middle week shall refer to the first (1) week of the two (2).
Member of Executive Team	means the Principal, Senior Deputy Principal, Deputy Principal and Business Manager.
National Law	means <i>the Education and Care Services National Law Act 2010 (Vic)</i> .
Registered Health Practitioner	means a person registered under the <i>Health Practitioner Regulation National Law (Victoria) Act 2009 (Vic)</i> or its successor to practise as a health professional.

Registered Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia.
Registered Nurse	means a position registered in Division 1 on the Register of Nurses of the Nursing and Midwifery Board of Australia, established by the Health Practitioners Regulation National Law Act 2009.
Statutory Declaration	means a written statement which a person declares to be true in the presence of an authorised witness.
School	has the same meaning as "Employer".
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian Government for Victorian Government schools. This period is inclusive of annual leave. School holiday dates are to be advised at least six months in advance of their due date in the year in which they occur.
Business Support Services Employee	means an Employee who is employed by the School and has been categorised under the following typical activities listed in the Business Support Services classification descriptors: classroom support, school administration services; school operational services; curriculum/resources services; wellbeing services, instructional services; and nursing services.
School Year	means the twelve months from the commencement of the first day of February in a year to the commencement of the first day of February of the following year.
Senior Position	means an Employee who is in a senior position and responsible for overseeing and/or the management of a core business unit within the School under the Business Support Services area.
Senior Leadership Group	means a group made of the following positions: Principal, Senior Deputy Principal, Deputy Principal, Assistant Principal, Business Manager and Head of Campus.
Senior Teacher	means a Teacher appointed to the position of Senior Teacher.
Teacher	means a person who holds Full, Provisional or Permission to Teach Registration granted by the <i>Victorian Institute of Teaching pursuant Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes a qualified teacher librarian and a person employed as an Early Childhood teacher but does not include a person employed as a Principal or Deputy Principal or Assistant Principal by whatever name called.
Union or IEU	means the Independent Education Union.

8. DISPUTE RESOLUTION PROCEDURE

- 8.1 Any issue or dispute arising under the NES or this Agreement, will be addressed in the following manner:
- 8.2 The matter will first be discussed between the Employee and his/her immediate supervisor.
- 8.3 If the matter is not resolved, the Employee will discuss it with the appropriate next-up level of management in the School, (e.g., Head of Department and/or Head of School).
- 8.4 If the matter is still not resolved, it will be discussed formally with the Principal and/or Member of the Executive Team.
- 8.5 If the matter remains unresolved, either party may refer it to the Commission for conciliation and if necessary, arbitration.
- 8.6 The parties agree that they will always use their best endeavours to resolve issues and disputes promptly through constructive discussion, and wherever possible without the involvement of external parties.

- 8.7 During any dispute, or during the resolution of any issue, the parties agree that while this process is in operation the conduct of teaching, other duties and other work will continue uninterrupted and as required by the School.
- 8.8 The arrangements referred to in this clause will be without prejudice to the position of either the Employee or the School and will not in any way interfere with the prerogative of either party to seek advice at any stage (eg., from a union, a solicitor, paid agent), or to refer any matter or dispute to the Commission, or its successor, in accordance with the provisions of the Act.
- 8.8 At all stages of this process the employee is entitled to representation.

9. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 9.1 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 (1) or more of the following matters:
 - i) Arrangements about when work is performed;
 - ii) Overtime rates;
 - iii) Penalty rates;
 - iv) Allowances; and
 - v) Leave loading;
 - b) The arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in clause 9.1 (a); and
 - c) The arrangement is genuinely agreed to by the Employer and Employee.
- 9.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- a) Are about permitted matters under section 172 of the Act;
 - 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.
- 9.3 The Employer must ensure that the individual flexibility arrangement:
- a) Is in writing;
 - b) Includes the name of the Employer and Employee;
 - 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 enterprise agreement that will be varied by the arrangement;
 - ii) How the arrangement will vary the effect of the terms;
 - iii) How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv) States the day on which the arrangement commences.
- 9.4 The Employer must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 9.5 The Employer or Employee may terminate the individual flexibility arrangement:
- a) By giving no more than twenty-eight (28) day's written notice to the other party to the arrangement; or
 - b) If the Employer and Employee agree in writing at any time.

10. CONSULTATIVE COMMITTEE

- 10.1 Parties to the Agreement are committed to continual, real and on-going consultation to maintain and identify further models for continuous improvement for the benefit of both the Employees and Employer. A Consultative Committee will be convened to facilitate communication between the Employees and Employer.
- 10.2 The Principal, on behalf of the Employer, shall consult with the Consultative Committee on matters such as on-going industrial issues, including but not limited to workload issues including, involvement in co-curricular activities, equity of workloads, levels of classroom support, other duties and the implementation of the Agreement. The parties agree to consult and negotiate within a reasonable timeframe on School policies which concern workload issues including, involvement in co-curricular activities, equity of workloads, levels of the classroom support and other duties; salary and remuneration; public holidays, leave and matters relating to the employment relationship.
- 10.3 The Consultative Committee will comprise of:
- a) A minimum of three (3) representatives of Bacchus Marsh Grammar including a member of Executive Team, Head of Human Resources and a manager from the teaching or school support staff area;
 - b) The chair of the staff association;
 - c) A minimum of two (2) members of the Union, elected by the IEU sub-branch (x1 Woodlea Campus and x1 Maddingley Campus);
 - d) A minimum of one (1) teaching staff member, from each sub-school (Junior, Middle and Senior) from both the Maddingley and the Woodlea campus, elected by staff in those areas. This includes:
 - i) Junior School (Prep to Year 4) Maddingley Campus;
 - ii) Junior School (Prep to Year 4) Woodlea Campus;
 - iii) Middle School (Year 5 to Year 8) Maddingley Campus;
 - iv) Middle School (Year 5 to Year 8) Woodlea Campus;
 - v) Senior School (Year 9 to Year 12) Maddingley Campus; and
 - vi) Senior School (Year 9 to Year 12) Woodlea Campus.
 - e) A minimum of one (1) business support services staff member representing classroom support services, curriculum resources services, wellbeing services and instructional services, elected by staff in that area;
 - f) A minimum of one (1) business support services staff member representing school administration services and school operational services, elected by staff in that area;
 - g) A minimum of one (1) early childhood staff member elected by staff in that area; and
 - h) A minimum of one (1) nursing services staff member elected by staff in that area.
- 10.4 The duration of staff members elected by staff to be representative at the Consultative Committee is twelve (12) months and will be served wholly within a School Year.
- 10.5 It is recognised that from time-to-time additional representation on behalf of School and staff or the Union may be involved.
- 10.6 The Consultative Committee will meet a minimum of one (1) time each term throughout the year with the Principal or the Principal's delegate. In addition, any member of the committee or the Principal may request that a meeting be convened.
- 10.7 A time allowance of one (1) hour per school term (a total of four (4) hours per year) will be provided to consultative committee members to attend consultative committee

meetings.

- 10.8 All parties shall have the right to put forward issues for the Agenda and that Agenda will be circulated three (3) days prior to the meeting and will be displayed on appropriate noticeboards. Meetings will take place within working hours.
- 10.9 An annual meeting calendar for the Consultative Committee meetings will be circulated by the end of the first week of Term 1, at the commencement of each year.
- 10.10 Minutes of the Consultative Committee meetings will be recorded and distributed to all Employees.
- 10.11 The recommendations of the Consultative Committee will be carried forward to management who will respond in writing within seven (7) working days.

11. SALARY INCREASES AND RELATED MATTERS

- 11.1 Employees employed by the Employer at or after the date of commencement of this Agreement will receive the following salary increases:

Effective Date	Percentage Increase
1/10/2022	3%
1/01/2023	2.4%
1/01/2024	2%
1/01/2025	2%

Percentage increases will be processed within in a subsequent pay period after 1st February of each year and back dated to the appropriate effective date.

- 11.2 In addition, all Employees will receive a once off payment position allowance of 1% of their normal salary, upon the ratification of the Agreement by Employees (as per clause 41.1).
- 11.3 In addition, Employees classified at under Business Support Officer classification scales BSS Level 1.1 to Level 1.5, BSS Level 2.1 to Level 2.5 and Early Childhood Educator classification scale ECE Level 1.1 to Level 1.6 will receive an additional position allowance as per clause 41.3.
- 11.4 In exchange for the School's commitment to maintain a salary premium above that of the VGSA and pay rates (in this Agreement that Premium is lifted from 3% to a minimum of 5%).
 - a) Teachers explicitly acknowledge the following requirements:
 - i) to be available to work until 5.00 pm on Wednesdays. Part time Teachers will liaise with the Employer regarding their on-site expectations as required by clause 41.1;
 - ii) to participate in additional co-curricular activities, involving working with students for up to one hour per 5 working day cycle. A pro rata obligation will apply for part time Teachers; and
 - iii) to be willing to be involved in and participate in a range of professional development activities.
 - b) Business Support Services Employees explicitly acknowledge a requirement to be willing to be involved in and participate in a range of professional development activities.
- 11.5 Bacchus Marsh Grammar gives an explicit undertaking to consult with Employees in relation to salaries in 2024 and 2025, if there is a general movement of salaries and conditions in the education sector. Any consideration of further wage adjustments will be subject to the School's financial capacity at the time of discussion and as projected.

11.6 Translation – Early Childhood Educators

- 11.6.1 On the date this Agreement commences to operate, Early Childhood Educator Employees on Level 4 ranges 1 to 3 as per the *Children's Services Award 2010*, will be classified within the Early Childhood Educator classification structure and aligned to an appropriate level based on their years of experience following the completion of a Diploma of Children's Services (or equivalent qualification recognised).
- 11.6.2 All Early Childhood Educator Employees translated to the Early Childhood classification structure will be advised in writing by the Principal of the classification their position has been aligned to as per clause 11.6.1.
- 11.6.3 All Early Childhood Educator Employees translated to the Early Childhood classification structure will be advised in writing by the School, of the classification their position has been translated to during "the access period" prior to the vote commencing on the proposed Agreement, based on clause 11.6.1.

11.7 Translation – School Assistants

- 11.7.1 On the date this Agreement commences operation, School Assistant Employees who were on Levels Assistant A1.1 to Assistant A5.6 and Assistant B1.1 to Assistant B5.6 as per the *Bacchus Marsh Grammar School Enterprise Agreement 2016*, will be classified within the Business Support Services classification structure and aligned to an appropriate level, based on classification dimensions within the classification structure. This includes:
- a) Competency;
 - b) Judgement, independence and problem solving;
 - c) Level of supervision;
 - d) Training level or qualification;
 - e) Occupational equivalent; and
 - f) Typical activities.
- 11.7.2 Classifications are divided into levels and increment ranges within each level.
- 11.7.3 All School Assistant Employees translated to the Business Support Services classification structure will be advised in writing by the School, of the classification their position has been translated to during "the access period" prior to the vote commencing on the proposed Agreement, based on clause 11.7.1.
- 11.7.4 To avoid adverse impacts on Employees, any existing School Assistant Employee who is translated to a lower level under the new Business Support Services classification structure, will have their salary maintained at an equivalent rate, to the rate they were receiving immediately prior to this Agreement coming into operation.
- 11.7.5 For the purposes of this clause, "maintained" means that the Employee will have their existing rate of pay guaranteed and the Employee will also continue to receive annual percentage increases to their existing salary, in line with the annual pay increases in the Agreement. This means that relevant Employees would receive a 3% pay increase effective from 1 October 2022, and further increases from 1 February 2023, 1 February 2024 and 1 February 2025.
- 11.7.6 For the avoidance of doubt, an Employee to which the above-described salary maintenance arrangements apply, will remain covered by the Agreement and will be translated to an appropriate classification level under the new Business Support Services classification structure. Employees will then receive an additional allowance equivalent to the difference between the current School Assistant salary and the translated Business Support Services classification level to make up the total monetary value of the relevant Employees current salary.
- 11.7.7 An Employee whose salary is maintained will be eligible to receive increments on the maintained salary classification level, until they have reached the top step within the previous classification level which applies to them.
- 11.7.8 In addition to clause 11.7.6, any Employees who translates to the new (lower)

classification application to their role or obtain a new role at the School which falls within the classification structure would be eligible for annual salary increments.

11.7.9 In the event that an Employee covered by this clause vacates their current role, their position will be readvertised in line with the new applicable classification level under the Business Support Services classification structure contained in the Agreement.

11.8 Translation - Administration

11.8.1 On the date this Agreement commences operation, Administration Employees (excluding Nursing Services) that were on Admin Level 1.1 to Admin Level 8.1 as per the *Bacchus Marsh Grammar School Enterprise Agreement 2016*, will be classified within the Business Support Services classification structure and aligned to an appropriate level, based on classification dimensions within the classification structure. This includes:

- a) Competency;
- b) Judgement, independence and problem solving;
- c) Level of supervision;
- d) Training level or qualification;
- e) Occupational equivalent; and
- f) Typical activities.

11.8.2 On the date this Agreement commences operation, Administration Employees defined under Nursing Services classifications, who were on Admin Level 1.1 to Admin Level 8.1 as per the *Bacchus Marsh Grammar School Enterprise Agreement 2016*, will be classified within the Nursing Services classification structure and aligned to an appropriate level, based on classification dimensions within the classification structure as per Schedule 4B.

11.8.3 Classifications are divided into levels and increments ranges within each level.

11.8.4 All Administration Employees (excluding Nursing Services Employees) translated to the Business Support Services classification structure will be advised in writing by the School of the classification their position has been translated to during "the access period" prior to the vote commencing on the proposed Agreement, based on clause Schedule 2B and 2C.

11.8.5 Administration Employees who are translated to the Nursing Services classification structure will be advised in writing by the School of the classification their position has been aligned to during "the access period" prior to the vote commencing on the proposed Agreement, based on Schedule 4B.

11.8.6 To avoid adverse impacts on Employees, any existing Administration Employee who is translated to a lower level under the new Business Support Services classification structure, will have their salary maintained at an equivalent rate, to the rate they were receiving immediately prior to this Agreement coming into operation.

11.8.7 For the purposes of this clause, "maintained" means that the Employee will have their existing rate of pay guaranteed and the Employee will also continue to receive annual percentage increases to their existing salary, in line with the annual pay increases in the Agreement. This means that relevant Employees would receive a 3% pay increase effective from 1 October 2022, and further increases from 1 February 2023, 1 February 2024 and 1 February 2025.

11.8.8 For the avoidance of doubt, an Employee to which the above-described salary maintenance arrangements apply, will remain covered by the Agreement and will be translated to an appropriate classification under the new Business Support Services classification structure. Employees will then receive an additional allowance equivalent to the difference between the current Administration salary and the translated Business Support Services classification level, to make up the total monetary value of the relevant Employees current salary.

11.8.9 An Employee whose salary is maintained will be eligible to receive increments on the maintained salary classification level, until they have reached the top step within the previous classification level which applied to them.

- 11.8.10 In addition to clause 11.8.8, any Employees who translates to the new (lower) classification application to their role or obtain a new role at the School which falls within the classification structure would be eligible for annual salary increments.
- 11.8.11 In the event that an Employee covered by this clause vacates their current role, their position will be readvertised in line with the new applicable classification level under the Business Support Services classification structure contained in the Agreement.

12. MANAGEMENT OF CHANGE

- 12.1 This clause applies if the Employer:
- a) Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on Employees; or
 - b) Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 12.2 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;
 - b) Major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
 - c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - d) The need to retrain Employees;
 - e) The need to relocate Employees to another workplace; and
 - f) The restructuring of jobs.
- 12.3 The relevant Employees may appoint a representative for the purposes of the procedures set out in this clause. If a representative is appointed and the Employees advise the Employer of the identity of the representative, the Employer must include the representative during the process including consultation.
- ### **12.4 Major Change Process**
- 12.4.1 Subject to clause 12.4, where the Employer has made a definite decision to introduce a major change as per clause 12.1 (a), the Employer must notify and consult with the relevant Employees of the decision to introduce the major change.
- 12.4.2 As soon as practicable after making its decision, the Employer must discuss with the relevant Employees:
- a) The introduction of the change;
 - b) The effect the change is likely to have on the Employee; and
 - c) The measures to avert or mitigate the adverse effect of the change on the Employees.
- 12.4.3 For the purposes of consultation, the Employer must provide, in writing, to the relevant Employees relevant information about the change including:
- a) The nature of the change proposed;
 - b) Information about the expected effects of the change on the Employees; and

c) Any other matters likely to affect the Employees.

12.4.4 The Employer is not required to disclose any confidential or commercially sensitive information to the relevant Employees.

12.4.5 The Employer must give prompt and genuine consideration to any matters raised about the major change by the relevant Employees.

12.4.6 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in this clause 12.4 do not apply.

12.4.7 Consultation under clause 12.1 will occur within a reasonable timeframe and either party will not unduly delay providing responses within the agreed timeframes.

12.5 Change to regular roster or ordinary hours of work

12.5.1 Subject to clause 12.4, where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees as per clause 12.1(b), the Employer must notify the relevant Employees of the proposed change.

12.5.2 The Employer must consult with the relevant Employees the introduction of the proposed change and, for the purposes of such discussion, provide to the relevant Employees:

- a) Information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- b) Information about what the Employer reasonably believes will be the effects of the proposed change on the Employees; and
- c) Information about any other matters that the Employer reasonably believes are likely to affect the Employees.

12.5.3 The Employer is not required to disclose any confidential or commercially sensitive information to the relevant Employees.

12.5.4 The Employer must allow relevant Employees to provide feedback about the impact of the proposed change (including any impact in relation to their family or caring responsibilities).

12.5.5 The Employer must give genuine consideration to any feedback given or matters raised about the impact of the proposed change by the relevant Employees.

12.5.6 For the purposes of this clause 12.5, the Employer's educational timetable in respect of academic classes and student activities, which:

- a) May operate on a term, semester or a School Year basis;
- b) Ordinarily changes between one period of operation and the next; and
- c) May change during the period of operation;
- d) Are not regular rosters and therefore any change to such timetable does not apply to provisions of this clause 12.5.

12.5.7 However, where a change to the School's educational timetable directly results in changes to:

- a) the number of ordinary hours of work of an Employee; or
- b) the spread of hours over which the Employee's ordinary hours are required to be worked; or

c) the days over which the Employee is required to work,
the provision of clause 12.5 will apply.

13. MINIMUM EMPLOYMENT PERIOD

- 13.1 An Employee's employment is contingent upon the satisfactory completion of a six (6) month minimum employment period.
- 13.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer is required to payout the notice period to the Employee as per the applicable clauses in this Agreement, but does not need to comply with the requirements of clause 46.4 or any established dismissal or performance management policies or procedures in place from time to time.

PART 2: CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

14. MODES OF EMPLOYMENT

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

14.2 Full Time Employees

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

14.3 Part Time Employee

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

14.3.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a variation occurs.

14.3.3 Part Time Teacher

14.3.4 An Employee, employed as a part time Teacher, the Employer will set out the duties and the number of hours required (including face-to-face teaching hours) to be undertaken.

14.3.5 A part time Teacher will be paid a pro rated version of the remuneration that the Teacher would be entitled to receive as a full time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 14.2.1. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a full time Teacher's face-to-face teaching hours are deemed to be 20 hours secondary, 22.5 hours primary and 25 hours for kinder.

$$\frac{\text{Hours of face-to-face teaching}}{\text{Hours of full time Teacher's face-to-face teaching}} \times \text{annual salary}$$

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

14.3.7 Part Time Teacher Salary Calculation

The calculation of salaries for a part-time Employee, a full-time allotment will be regarded as follows:

a) 21 hours for Junior School Employees (Prep to Year 4).

b) 19 hours for Middle and Senior School Employees (Year 5 to Year 12).

14.3.7 Part Time Teacher participation in parent teacher interviews and whole school professional development.

14.3.8 Reporting to parents and participation in professional development is seen by the Employer as a professional expectation. The Employer expects part-time teachers to attend parent teacher interviews and whole school professional development days. Notice of the days and times the Employer expects a part-time Teacher to attend must be given to the Employee six (6) months in advance.

14.3.9 Where a part time Teacher attends parent teacher interviews or whole school professional development days and these fall outside the normal days and times of attendance for the part time Teacher the Employer will:

- a) Pay the part time Teacher for any additional hours worked during the normal school timetabled day at their ordinary time rate of pay; and
- b) Ensure that the part time Teacher's obligation to undertake a pro rated level of work (other than scheduled class time), is maintained.

14.4 Fixed Term Employee

- 14.4.1 The Employer will normally engage Employees on a fixed-term contract for a specified period of time as full time or part-time in circumstances where:
- a) Replacement of one or more Employees on leave is required;
 - b) To undertake a specified project for which funding has been made available and cannot be regarded as ongoing;
 - c) To undertake a specified task which has a limited period of operation; and
 - d) To replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.
- 14.4.2 A fixed term Employee is entitled to the benefits of this Agreement on a pro-rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than twelve (12) months.
- 14.4.3 Before employing a fixed term Employee on a replacement basis, the Employer will inform the fixed term Employee of the following:
- a) The reason for the fixed nature of the employment;
 - b) The date of commencement of the employment;
 - c) The benefits which are applicable under this Agreement; and
 - d) The rights of any Employee being replaced.
- 14.4.4 The termination of employment of a fixed term Employee will be by the expiry of the period of employment or when the Employee is employed, as a replacement for an Employee on parental leave in accordance with the appropriate notice of termination provisions in clauses 56 or 67.
- 14.4.5 A fixed term Employee is not entitled to any of the following benefits under this Agreement:
- a) Notice of termination (where the date of cessation of employment is stated at the time of appointment); and
 - b) Redundancy, where the employee's period of continuous service with the employer is less than 12 months.

14.5 Casual Employee

- 14.5.1 The Employer may employ an Employee as a casual Employee in accordance with this Agreement.
- 14.5.2 A casual Employee is one who is engaged in temporary relieving work or work of a casual nature and whose engagement is terminable by the Employer in accordance with the Employer's requirements, without the requirement of prior notice by the Employer or the Employee but does not include an Employee who could properly be classified as an Employee under any of clauses 14.2, 14.3 or 14.4.
- 14.5.3 A casual Employee is entitled to the rate of pay specified in Schedule 1B for a Casual Teacher, Schedule 2B.6 for a Casual Business Support Services Employee (with school holidays), 2C.6 for Casual Business Support Services Employee (with annual

leave accrual) or 4B.6 for Nursing Services Employees. This rate of pay includes a loading in lieu of paid leave entitlements.

14.5.4 The Employer will engage a casual Teacher for a full day or a half day.

14.5.5 A casual Employee is not entitled to any of the following benefits under this Agreement:

- a) Notice of termination of employment;
- b) Redundancy;
- c) Remuneration packaging;
- d) Annual leave;
- e) Jury service leave;
- f) School holidays;
- g) Non-attendance time;
- h) Leave loading;
- i) Public holidays;
- j) Paid personal leave;
- k) Paid compassionate leave; and
- l) Accident make-up pay.

14.5.6 A casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.

14.5.7 The Employer must not employ a casual Teacher, in such a capacity for more than fifteen consecutive school days.

14.5.8 The Employer must not employ a casual Business Support Services Employee, for longer than two concurrent school terms on relieving work or to complete a fixed project.

14.6 Letter of Appointment

14.6.1 On appointment, the Employer will provide all Employees (excluding emergency teachers) with a letter of appointment which stipulates the type of employment and contains the following information:

- a) The date employment is to commence;
- b) The date employment is to cease (where applicable);
- c) The classification and rate of pay to be received by the Employer;
- d) The hours of duty and time/s of attendance of the Employee including the time fraction to be worked;
- e) The other main terms and conditions of employment applicable to the Employee including the identify of the Employer, usual work location and the documentary or other recorded sources from which such conditions derive and the duties and reporting relationship to apply upon appointment;
- f) For a fixed term Employee, the reasons for the fixed term contract of employment; and
- g) For casual Employees (excluding emergency teachers) the duties required, the estimated number of hours required, the hourly rate of pay and a statement that any additional duties required during the term will be paid for.

14.7 Statement of Service

14.7.1 The School will provide an Employee employed in an ongoing capacity a written statement of service upon the termination of their employment with the School. All other Employees will be provided with a written statement of service upon request to the Head of Human Resources.

15. REMUNERATION PACKAGING

- 15.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits, in line with legislation and Australian Taxation Office rulings until otherwise advised.
- 15.2 All costs and organisation of packaging is the Employee's responsibility.
- 15.3 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

16. SUPERANNUATION

- 16.1 The Employer will make contributions to an eligible choice superannuation fund (complying fund) on behalf of Employees in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- 16.2 Should the Employee not nominate a complying superannuation fund for the above purpose, a request for stapled super fund details will be made to the Australian Taxation Office ("ATO"). If the Employer is advised by the ATO that the Employee does not have a stapled super fund, the Employer's default superannuation funds Prime Super or NGS Super will be utilised and the contribution will be made to either of these funds.
- 16.3 An Employee may make additional voluntary contributions to an eligible choice superannuation fund or the default fund on a "salary sacrifice" basis.

17. PAYMENT ARRANGEMENTS

- 17.1 All monies payable will be paid each fortnight.
- 17.2 The Employer will pay all monies payable by electronic funds transfer (EFT). The Employee has the right to nominate the financial institute and the account.

18. PERSONAL, CARER'S AND FAMILY AND DOMESTIC VIOLENCE LEAVE

- 18.1 Personal leave entitlements will be in accordance with this Agreement except where more favourable terms or conditions are provided to an Employee in any respect by the NES.

18.2 Entitlement

- 18.2.1 An Employee is entitled to a paid personal leave entitlement which includes sick leave, carer's leave and family and domestic violence leave.
- 18.2.2 A full time Employee is entitled to fifteen (15) days of personal leave per year of service.
- 18.2.3 A part time Employee is entitled to paid personal leave on a pro-rata basis, based on the specified hours as per clause 14.3.
- 18.2.4 In the second and subsequent year of service, personal leave entitlement will accrue at the commencement of a School Year, as opposed to progressively over the course of the year (as they will in year 1).

18.3 Sick Leave

- 18.3.1 Paid sick leave may be taken by the Employee because of a personal illness or injury. The Employee may take paid sick leave for a period of up to their available accrued

personal leave entitlement.

18.4. Sick Leave: Notice and Evidence

- 18.4.1 An Employee must notify the Employer of their absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the sick leave.
- 18.4.2 The Employer can require the Employee to provide either a medical certificate from a Registered Health Practitioner, or a Statutory Declaration setting out the cause of absence, or evidence that would satisfy a reasonable person that the leave was taken for a permissible reason under clause 18.3 for:
- a) Any absence of more than two (2) consecutive days;
 - b) Any absence continuous with a holiday (including term break, annual leave, long service leave and public holidays) to which the Employee is entitled and which would not otherwise require the production of a certificate; and
 - c) Where the number days of paid sick leave already taken without the production of a medical certificate or evidence that would satisfy a reasonable person exceeds five (5) days in the one (1) year.

18.5 Carer's Leave

- 18.5.1 Paid carer's leave may be taken by the Employee where a member of an Employee's immediate family or household is sick and requires their care and support or requires care and support due to an unexpected emergency. The Employee may take paid carer's leave for a period of up to their available accrued personal leave entitlement.
- 18.5.2 Where an Employee has exhausted their accrued personal leave entitlement, the Employee may deduct the required days from their annual leave entitlement (If applicable) or take up to two (2) days of unpaid carer's leave on each permissible occasion. Unpaid carer's leave may be taken as a single unbroken period of two (2) days, or as any separate period as agreed between the Employee and Employer. The Principal may grant further unpaid leave at their discretion.
- 18.5.3 A casual Employee may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.

18.6 Carer's Leave: Notice and Evidence

- 18.6.1 An Employee must notify the Employer of their absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the carer's leave.
- 18.6.2 The Employer can require the Employee to provide either a medical certificate from a Registered Health Practitioner, or a statutory declaration setting out the cause of absence, or evidence that would satisfy a reasonable person that the leave was taken for a permissible reason under clause 18.5.1 on each occasion.

18.7 Family and Domestic Violence Leave

- 18.7.1 Family and domestic violence leave may be taken by the Employee to deal with matters associated with family violence including physical, sexual, financial, verbal or emotional abuse by a family member, as defined by the *Family Violence Protection Act 2008* (Vic).
- 18.7.2 An Employee may take up to 20 days of paid family and domestic violence leave each year, for the purposes of:
- a) Attending legal proceedings, counselling, appointments with a medical or legal practitioner;

- b) Relocation or making other safety arrangements; or
- c) Other activities reasonably associated with the experience of family violence.

18.7.3 Family and domestic violence leave is not cumulative from year to year.

18.7.4 Notice and Evidence: Family Violence Leave

- a) An Employee must notify the Employer of their absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the family and domestic violence leave.
- b) The Employer can require the Employee to provide either a medical certificate from a Registered Health Practitioner, or a statutory declaration setting out the cause of absence, or evidence that would satisfy a reasonable person that the leave was taken for a permissible reason under clause 18.7.1 on each occasion.

19. COMPASSIONATE LEAVE

19.1 Compassionate leave without deduction of pay of up to five (5) days is available per occasion where:

- a) A member of the Employee's immediate family or household dies or develops an injury or illness that poses a serious threat to life;
- b) A child is stillborn, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or
- c) The Employee, or the Employee's spouse or de factor partner, has a miscarriage.

19.2 Where the need arises to take compassionate leave, the Employee is required to advise a member of the Executive Team using the following process as soon as possible so arrangements can be made to cover the absence. This may be at a time after the leave has started.

19.3 An Employee must give the Employer notice of taking compassionate leave. Notice must be given to the Employer as soon as practicable (which may be a time after the leave has started). If any Employee has not applied for compassionate leave prior to the leave commencing, the Employee must contact a Member of the Executive Team as soon as practicable to notify them of circumstances and provided details of the period or expected period of the leave. A leave application form must be completed and lodged with a member of the Executive Team for approval.

19.4 The Employer may require the Employee to provide satisfactory evidence to support the taking of compassionate leave.

20. INFECTIOUS DISEASES LEAVE

20.1 An Employee who is suffering from one of the below 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:

- a) German Measles;
- b) Chickenpox/Shingles;
- c) Measles;
- d) Mumps;
- e) Scarlet fever;
- f) Whooping cough;
- g) Rheumatic fever;
- h) Hepatitis;
- i) Meningitis;
- j) 'Slap Face'; SARS, bird flu, swine flu or other contagious disease of similar

- severity; or
- k) Other notifiable communicable diseases declared by the State or Federal authorities.

20.2 The Employee must, at the request of the Employer, produce a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as is reasonably practicable.

21. PUBLIC HOLIDAYS

21.1 Employees are entitled to the following holidays without deduction of pay:

- a) New Year's Day (1st January);
- b) Australia Day (26th January);
- c) Labour Day (second Monday in March);
- d) Good Friday;
- e) Easter Monday;
- f) Easter Tuesday;
- g) Anzac Day (25th April);
- h) King's Birthday (second Monday in June);
- i) Friday before the AFL Grand Final;
- j) Melbourne Cup Day (first Tuesday in November);
- k) Christmas Day (25th December);
- l) Boxing Day (26th December); and/or
- m) Any other days declared as a public holiday by State or Federal Government.

21.2 Where Christmas Day, Boxing Day or New Year's Day occur on a weekend, a day's leave in lieu will be substituted on the next available weekday.

21.3 Public holidays that fall during school holidays do not create an additional entitlement for Employees who receive paid school holidays.

21.4 The Employer and an individual Employee may agree to substitute a day in lieu of any of the nominated public holidays. Such an arrangement will be agreed to by a member of the Executive Team before the commencement of any new school year. Applications submitted must provide details of the reason for this request.

22. MID-TERM BREAKS

22.1 At the Principal's discretion, the School may allocate a day in each term as a mid-term break. All Employees will be entitled to paid leave on this day.

23. CHRISTMAS SHUTDOWN/ SCHOOL CLOSURE LEAVE

23.1 The School will be closed each year for Christmas over the following period: From the Friday falling before the 21st of December of each year until the Monday following New Year's day, unless that Monday is a public holiday in which case the School will remain closed until the next working day.

23.2 All Employees will be granted leave over this period without deduction from their annual leave entitlements.

24. PARENTAL LEAVE AND FLEXIBLE WORKING ARRANGEMENTS

24.1 Relationship with Act

24.1.1 An Employee (excluding casual Employees), is entitled to parental leave and to request flexible working arrangements in accordance with the National Employment Standards.

24.1.2 Entitlements to paid parental leave under this clause are separate, and in addition, to the entitlements (if any) of an Employee under the *Paid Parental Leave Act 2010* (Cth).

24.2 Application

- 24.2.1 Subject to the terms of this clause, Employees (excluding casual Employees) are entitled to paid and unpaid maternity, potential/ partner and adoption leave and to work part-time in connection with the birth or adoption of a child.
- 24.2.2 The provisions of this clause apply to full time, part time and eligible casual Employees, but do not apply to other casual Employees.
- 24.2.3 For the purposes of this clause, an **eligible casual employee** means a casual Employee:
- a) Employed by the Employer on a regular and systematic casual basis for a sequence of periods of employment or on a regular and systematic basis for a continuous period during a period of at least 12 months; and
 - b) Who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- 24.2.4 The Employer must not fail to re-engage a casual Employee because:
- a) The Employee or Employee's spouse is pregnant; or
 - b) The Employee is or has been immediately absent on parental leave.
- 24.2.5 The rights of the Employer in relation to engagement and re-engagement of a casual Employee is not affected, other than in accordance with this clause.

24.3 Definitions

- 24.3.1 For the purposes of this clause, **child** means a child of the Employee under the age of five (5) years or under school age, whichever applies first. Except that for the purposes of adoption, a **child** is an **eligible child** and means a person under the age of five (5) years or under school age, whichever applies first, who is placed with the Employee, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six (6) months or more.
- 24.3.2 For the purposes of this clause, a spouse includes a de facto spouse, former spouse or former de facto spouse. The Employee's 'de facto spouse' means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee.

24.4 Basic Entitlement

- 24.4.1 An Employee, other than an eligible casual who is to be the primary care giver of a child who have or will have completed at least twelve (12) months of continuous service with the Employer, are entitled to a combination total of up to one hundred and four (104) weeks paid and unpaid parental leave in relation to the birth or adoption of a child, provided that the employee recommences work at the start of a school term. This requirement may extend the period of leave beyond one hundred and four (104) weeks.
- 24.4.2 An Employee, who is not the primary care giver of a child, shall be entitled to four (4) weeks, pro rata for part time staff, of paid parental leave to be taken at or about the time of the child's birth or placement with the Employee. This leave can be taken in up to two (2) separate periods.
- 24.4.3 A period of unpaid parental leave does not break the Employee's continuity of employment but it generally does not count as employment or service, subject to legislative exceptions.

Type of Leave	Paid Leave	Unpaid Leave	Total combined paid and unpaid leave
Parental Leave	16 Weeks	88 weeks if primary care giver	Total 104 weeks
Partner Leave	4 weeks	100 weeks if primary care giver	Total 104 weeks
Adoption Leave – Primary Care Giver	16 Weeks	88 weeks	Total 104 weeks
Adoption Leave – Secondary Care Giver	4 weeks	100 weeks	Total 104 weeks

24.5 Notice

24.5.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- a) Notice in writing to the employer of the expected date of birth (the employer requires the employee also provide evidence that would satisfy a reasonable person or certificate from a Registered Medical Practitioner stating that the employee is pregnant). The Employee must give the medical certificate to the Employer no later than ten (10) weeks before the expected date of birth (as stated in the certificate); and
- b) Must provide notice in writing to the Employer of the date on which the Employee proposes to commence parental leave and the period of leave to be taken. This notice must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.

24.5.2 Subject to clause 24.4.1 hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence maternity leave at any time within six (6) weeks immediately prior to the expected date of birth.

24.5.3 Where an Employee continues to work within the six-week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a Registered Medical Practitioner stating that she is fit to work on her normal duties. The Employer may require the Employee to start parental leave if the Employee:

- a) Does not give the Employer the requested medical certificate within seven (7) days after the request; or
- b) Within seven (7) days after the request for the certificate, gives the Employer the medical certificate stating that the Employee is unfit to work.

24.5.4 Where the Employee elects to return to work within six (6) weeks after the birth of the child, the Employer may require the Employee to provide a medical certificate from a Registered Medical Practitioner stating that she is fit to work on her normal duties.

24.6 Personal Illness Leave and Special Maternity Leave

24.6.1 Where the pregnancy of an Employee, not then on maternity leave, terminates other than by the birth of a living child, the Employee must as soon as practicable give notice to the Employer of the taking of leave, advising the Employer of the period, or expected period, of the leave in accordance with the following:

- a) Where the pregnancy terminates during the first twenty-eight (28) weeks, during the notified period/s the Employee is entitled to access unpaid special maternity leave of such periods as a Registered Medical Practitioner certifies as necessary;

or

- b) Where an Employee is suffering from an illness not related to the direct consequences of the pregnancy an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 24.6.2 Where an Employee not then on maternity leave, suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a Registered Medical Practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed one hundred and four (104) weeks or longer as agreed under clause 24.4.1.
- 24.6.3 Where leave is granted under clause 24.5.2, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four (4) weeks from the recommencement date desired by the Employee.
- 24.6.4 A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.
- 24.6.5 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a Registered Medical Practitioner stating that the Employee is pregnant, the expected date of birth, and that the Employee is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.
- 24.6.6 An application for special maternity leave required because of the end of the Employee's pregnancy otherwise than by the birth of a living child must be accompanied by:
- a) A medical certificate from a Registered Medical Practitioner containing the following statements:
 - i) That the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
 - ii) What the expected date of birth would have been if the pregnancy had gone to full term;
 - iii) That the pregnancy ended on a stated day within twenty-eight (28) weeks before the expected date of birth; and
 - iv) That the Employee is, was, or will be unfit for work during a stated period.
 - b) A statutory declaration made by the Employee containing the following statements:
 - i) Confirmation that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
 - ii) The first and last days of the period (or periods) of any other authorised leave taken by the Employee because of a pregnancy-related illness or the end of the pregnancy; and
 - iii) That the Employee will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.
- 24.6.7 The application, medical certificate and statutory declaration (if required) must be given to the Employer before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.
- 24.6.8 An Employee will not be in breach of this clause if the Employee could not comply with the documentation requirements because of circumstances beyond her control.
- 24.6.9 An Employee is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the Employer.

24.7 Partner Leave

24.7.1 An Employee must provide notice and documentary evidence to the Employer at least ten (10) weeks in advance of the expected date of commencement of partner leave.

- a) Evidence: The Employee must provide the Employer with evidence (certificate) from a Registered Medical Practitioner, which names his or her spouse and states that she is pregnant and the expected date of birth or states the date on which the birth took place. The medical certificate must be given to the Employer no later than ten (10) weeks before the date stated in the certificate;
- b) Written notification of the dates on which he or she proposes to start and finish the period of paternity leave; and
- c) Statutory declaration stating:
 - i) That he or she will take that period of paternity/ partner leave to become the primary care-giver of a child;
 - ii) Particulars of any period of maternity leave sought or taken by his or her spouse; and
 - iii) That for the period of paternity/ partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.

24.7.2 The Employee will not be in breach of clause 24.7.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances out of their control.

24.8 Adoption leave

24.8.1 An Employee may take:

- a) **Short Adoption Leave** to which he or she is entitled at any time within the period of 3 weeks starting on the day of placement of the child; and/or
- b) **Long Adoption Leave** to which he or she is entitled at any time within twelve (12) months after the day of placement of the child.

24.8.2 An Employee shall be required to provide the Employer written notice of his or her intention to apply for adoption leave as soon as reasonably practicable after receiving notice (a placement approval notice) from an adoption agency or other appropriate body of the approval of the placement of an eligible child with the Employee.

24.8.3 An Employee must give written notice to his or her Employer of the day when the placement of an eligible child with the Employee is expected to start as soon as reasonably practicable after receiving notice (a placement notice) of the expected day.

24.8.4 An Employee must give written notice to his or her Employer of the first and last days of the periods of short and long adoption leave (or of either type of leave) the Employee intends to apply for because of the placement:

- a) If the Employee receives a placement notice about the placement within the period of eight (8) weeks after receiving the placement approval notice before the end of that 8-week period; or
- b) If the Employee receives a placement notice about the placement after the end of the period of eight (8) weeks after receiving the placement approval notice as soon as reasonably practicable after receiving the placement notice.

24.8.5 A notice under clause 24.8.1 must be given to the Employee's Employer as soon as reasonably practicable where the Employee cannot comply due to the day that the placement is expected to start or any other compelling reason.

24.8.6 Generally the Employee must apply for leave to the employer at least ten (10) weeks before the date when long adoption leave begins and the period of leave to be taken or fourteen (14) days in advance for short adoption leave. An Employee may

commence adoption leave before providing such notice where, through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.

24.8.7 The Employee must provide his or her Employer the following documents to support their application:

- a) A statement from the adoption agency of the day when the placement is expected to start; and
- b) A statutory declaration made by the Employee stating:
 - i) Whether the Employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement;
 - ii) The first and last days of the period or periods of leave to be taken;
 - iii) That the child is an eligible child;
 - iv) That the Employee intends to be the primary care-giver at all times while on the long adoption leave; and
 - v) That the Employee will not engage in any conduct inconsistent with his or her contract of employment.

24.8.8 Where the placement of a child for adoption with an Employee:

- a) Does not commence, the Employee is not entitled to leave; or
- b) Commences but is discontinued or cancelled, the Employee's entitlement to adoption leave is not affected. However, the Employer may give the Employee written notice that, from a stated day no earlier than four (4) weeks after the day the notice is given, any untaken long adoption leave that the Employee remains entitled to at the stated day is cancelled with effect from that day.

24.8.9 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days' unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

24.9 Parental leave and other entitlements

24.9.1 An Employee may, in lieu of or in conjunction with unpaid parental leave, access any paid annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding one hundred and four (104) weeks or a longer period as agreed under clause 24.4.1.

24.10 Right to request

24.10.1 An Employee entitled to parental leave pursuant to the provisions of clause 24 may request:

- a) **Concurrent Leave:** unpaid up to a maximum of eight (8) weeks, to assist the Employee in reconciling work and parental responsibilities.
- b) **Part Time Work:** To return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.

24.10.2 An application pursuant to clause 24.10 must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

24.10.3 The Employer shall consider any request made pursuant to clause 24.10.1 or having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's

business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

24.10.4 Employee's request and Employers decision will be made in writing.

24.10.5 The Employee's request and the Employer's decision made under clause 24.10 must be in writing and made no less than ten (10) weeks prior to the date upon which the Employee is due to return from Parental Leave.

24.10.6 An Employer's response, including details of the reasons of refusal, must be given as soon as practicable and no later than twenty one (21) days after the request is made.

24.11 Transfer to a safe job

24.11.1 Subject to clause 24.11.2 and 24.11.3, where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work; however, it is inadvisable for her to continue in her present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee. The Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of maternity leave. The Employer will require evidence provided by a Registered Health Practitioner supporting the above request.

24.11.2 This sub-clause applies to an Employee if:

- a) The Employee is entitled to ordinary maternity leave; and
- b) The Employee has already complied with the documentation requirements as per clause 24.11.1; and
- c) The Employee gives the Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the Registered Medical Practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - i) Illness, or risks, arising out of her pregnancy; or
 - ii) Hazards connected with that position.

24.11.3 If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job:

- a) The Employee may take leave at the rate of pay and conditions attached to the job held prior to taking leave, immediately for a period ending at the time stipulated in clause 24.11.4(b); or
- b) The Employer may require the Employee to take leave, at the rate of pay and conditions attached to the job held prior to taking leave, immediately for a period ending at the time stipulated in clause 24.11.4(b).

24.11.4 If the Employee takes paid leave under clause 24.11.3:

- a) The entitlement to leave is in addition to any other leave entitlement she has; and
- b) The period of leave ends at the earliest of whichever of the following times is applicable:
 - i) The end of the period stated in the medical certificate;
 - ii) If the Employee's pregnancy results in the birth of a living child -the end of the day before the date of birth; or
 - iii) If the Employee's pregnancy ends otherwise than with the birth of a living child the end of the day before the end of the pregnancy.

24.12 Variation of period of Parental Leave

24.12.1 Subject to the relevant provisions of the Act, where an Employee has commenced a period of long parental leave, the Employer:

- a) May extend the period of ordinary maternity leave, long paternity leave or long adoption leave (up to a maximum of one hundred and four (104) weeks or otherwise as agreed under clause 24.4.1) once, by giving the Employer fourteen (14) days' written notice before the end of the period stating the period by which the leave is extended; and
- b) May shorten or further extend the period of parental leave by agreement with the Employer.

24.12.3 To avoid doubt, this sub-clause does not apply to the right to request provision in clause 24.10.1(b).

24.13 Returning to work after a period of Parental Leave

24.13.1 An Employee will notify of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.

24.13.2 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 24.11, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A part time Teacher will be entitled to the same time fraction.

24.13.3 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.

24.13.4 For the purposes of this clause, position includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects.

24.14 Replacement Employees

24.14.1 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

24.14.2 Before an Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

24.15 Consultation and Communication during Parental Leave

24.15.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- a) Make information available in relation to any significant effects the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- b) Provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

24.15.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part time basis.

24.15.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 24.15.1.

24.16 Paid Parental Leave

- 24.16.1 Where an Employee has been granted parental leave or adoption leave in accordance with this Agreement – to be the primary carer of a child, the Employee is entitled to a paid parental allowance equivalent to sixteen **(16) weeks** wages at their ordinary rate of pay. This payment is made in fortnightly instalments and will include the payment of superannuation. The balance of parental leave is unpaid leave.
- 24.16.2 Where an Employee has been granted paid parental leave or adoption leave, they can request to have this allowance paid at half pay over a thirty-two **(32)** week period.
- 24.16.3 Further period of parental leave resulting from a subsequent pregnancy adoption: When an Employee who is already on parental leave applies for a further period of leave because of a subsequent pregnancy, the further period shall commence from the date of birth and can be for a period of up to one hundred and four (104) weeks save that the Employee must recommence work at the School at the beginning of a school term. This requirement may extend the period beyond one hundred and four (104) weeks.
- 24.16.4 On the first occasion of an Employee being granted parental leave, the Employee is entitled to a paid parental allowance equivalent to **sixteen (16) weeks** wages at their ordinary rate of pay. This amount is payable at or around the time of the birth or in the case of adoption, the placement of the child.
- 24.16.5 On the second and on further subsequent occasions of an Employee being granted parental leave without there being a return to work at the School for a period of at least a school year or equivalent, the Employee is entitled to payment at the ordinary rate of pay for **eight (8) weeks** at their ordinary rate of pay. This amount is payable at or around the time of the birth or in the case of adoption, the placement of the child.
- 24.16.6 Where an Employee is granted unpaid short paternity leave or unpaid short Adoption leave (secondary care giver) at the time of the birth of a child or Placement of a child for adoption in accordance with the Act, the Employee is Entitled to a paid parental allowance of **four (4) weeks** at the Employee's ordinary rate of pay as per clause 24.13.
- 24.16.7 Where the School employs both parents of a child, the entitlement to unpaid Parental leave can be shared by the parents, save that such arrangements must be first approved by the Principal.

24.17 Pre-natal Leave

- 24.17.1 An Employee who is pregnant will have access to five (5) days of paid pre-natal leave, to attend routine (i.e., non-illness related medical) appointments associated with the pregnancy, provided that she provides a medical certificate certifying that she is pregnant as well as a medical certificate for each appointment.
- 24.17.2 Staff accessing pre-natal leave can take either a half day or full day of leave.

25. LONG SERVICE LEAVE

25.1 Entitlement

- 25.1.1 An Employee is entitled to long service leave in accordance with the NES, or where applicable, the *Long Service Leave Act 2018 (Vic.)* as amended from time to time. This Agreement provides ancillary or supplementary terms.
- 25.1.2 Long service leave will accrue at the rate of 1.3 weeks per annum for all Employees.
- 25.1.3 An Employee is entitled to access long service leave on a pro rata basis after the completion of seven (7) years continuous employment. An employee is entitled to apply to take long service leave upon the completion of seven (7) years of continuous employment.

- 25.1.4 An Employee may request to utilise some or all of their long service leave entitlement at half pay.
- 25.1.5 Accrued but untaken long service leave will be paid in lieu, where an Employee's employment is terminated after seven (7) years of continuous employment.
- 25.1.6 If an Employee dies before taking all the long service leave to which the Employee is entitled, the Employer must pay to the Employee's personal representative the full amount of the long service leave entitlement still owed to the Employee.

25.2 Payment during Long Service Leave

- 25.2.1 An Employee, whose service has been all full time or all at the same part-time fraction, will be paid during long service leave at the Employee's normal salary.
- 25.2.2 In all other circumstances, payment will be as follows:
- a) Teachers, Business Support Services and Nursing Services Employees who would have previously had a long service leave entitlement derived from a pre-modern award, whose time fraction has varied during service but outside of the 104 weeks immediately before the Employee takes leave:
 - i) are paid at a proportionate rate during long service leave; and
 - ii) the rate is determined by calculating an average of the time fractions over the period of eligible service.
 - b) All other Business Operations Employees and Early Childhood Educators will be entitled to payment for long service leave calculated in accordance with the *Long Service Leave Act 2018* (Vic), as amended from time to time.

25.3 Timing and Taking of Long Service Leave

- 25.3.1 The timing of taking long service leave will be negotiated between the Principal and the Employee for mutual advantage, following the completion of seven (7) years of service pro-rata and/ or of ten (10) years of continuous employment.
- 25.3.2 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 of the School and will only be refused on reasonable business grounds.
- 25.3.3 The period of long service leave for a Teacher will preferably be for not less than a school term. However, an application by a Teacher for a shorter period of long service leave will be considered by the Employer. Where a Teacher applies to take long service leave, the application must be in writing and submitted to the Principal, no later than the six (6) months before the requested leave commences. An application for long service leave that falls outside of these requirements will only be considered in exceptional circumstances.
- 25.3.4 The period of long service leave for a Business Support Services and Nursing Services Employee will be for not less than one day. Where a Business Support Services Employee applies to take long service leave, they must provide reasonable notice. The application must be in writing and submitted to the Principal who will only refuse the request on reasonable business grounds.
- 25.3.5 Where a Business Support Services and Early Childhood Educator Employee is applying to take long service leave for a period in excess of four (4) weeks, they must provide a minimum of one (1) term's notice. Where a Business Support Services Employee is applying to take long service leave for a period of four (4) weeks or less, they must provide a minimum of two (2) weeks' notice.
- 25.3.6 Where a Business Support Services or Nursing Services Employee applies to take long service leave and has an entitlement to school holiday accrual, they must provide a minimum of six (6) months' notice. An application for long service leave that falls outside of these requirements will only be considered in exceptional circumstances.

25.4 Illness on Long Service Leave

25.4.1 Subject to clause 25.4.2, an Employee who becomes ill or suffers an injury during long service leave and has an entitlement to personal leave, subject to satisfactory evidence being provided is entitled to have the period of illness or injury treated as personal leave, with long service leave recredited to the Employee. The Employer may require the Employee to be examined by a Registered Medical Practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

25.4.2 The Employee's application under clause 25.4.1;

- i) Must be received by the Employer during the period of illness or injury;
- ii) Must be in writing unless the injury or illness is such that the Employee is unable to write or exceptional circumstances;
- iii) 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
- iv) Must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

26. LEAVE WITHOUT PAY

26.1 Leave Without Pay is not an entitlement and is therefore offered at the discretion of the Principal. Factors to be taken into account when considering a request for Leave Without Pay include:

- a) Professional and/or commercial benefits that will flow to the School or relevant department from the activity being undertaken during this type of leave;
- b) There are compassionate reasons for supporting the application;
- c) The applicant has exhausted all paid leave entitlements, including sick leave, annual leave and long service leave. Note that long service leave eligibility entitlements from this Agreement will be reviewed to determine if applicable; and
- d) The absence of the employee will have no negative impact on the effective functioning of the School or relevant department due to a loss of special skills or expertise.

26.2 Eligibility

26.2.1 The applicant is an ongoing or fixed term employee with more than one (1) year of continuous service.

26.2.2 Requests to vary the eligibility criteria for this clause, for exceptional circumstances may only be approved by the Principal.

26.3 Process

26.3.1 Employees will submit an application for Leave Without Pay to the Principal stating the following:

- a) The proposed date of commencement of such leave and its duration;

- b) The reason the leave is being sought; and
 - c) Details of any other leave being taken in conjunction with the proposed Leave Without Pay.
- 26.3.2 Applications must be submitted four (4) weeks prior to the leave application commencement date.
- 26.3.3 Leave Without Pay can be taken in conjunction with other forms of leave with the Principal's approval. For example, the Principal may grant Leave Without Pay to Employees in order for them to take additional leave following Long Service Leave or Parental Leave.
- 26.3.4 Entitlements under this Agreement generally do not accrue during any period of Leave Without Pay and Leave Without Pay will not count towards an employee's period of service (subject to legislative exceptions).
- 26.3.5 The School will consider all Leave Without Pay applications on a case-by-case basis and will advise the Employee of the implications in terms of entitlements and service.

27. COMPENSATION AND ACCIDENT MAKE UP PAY

27.1 Entitlement to Accident Make-Up Pay

27.1.1 Where an Employee becomes entitled to receive compensation payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (or successor), the Employer who is liable to pay the compensation, will pay to the Employee **make up pay**, equating to the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

27.1.2 Make up pay will apply until:

- a) The incapacity ceases; or
- b) The expiration of an aggregate of thirty-nine (39) weeks.

whichever may first occur, even if the employer terminates the employee's employment during that period.

27.1.3 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 *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (or successor), then the Employee accrues leave in accordance with the relevant legislation, except that an Employee does not accrue an entitlement to non-term weeks (excluding the entitlement to annual leave).

28. COMMUNITY SERVICE LEAVE

28.1 Community service leave is provided for in the NES. This clause supplements the NES provisions.

28.2 Jury Service Leave

28.2.1 An Employee required to serve as a juror is entitled to leave at full pay for the period of amount of the salary which the Employee would ordinarily have received for the duration of the jury service.

28.2.2 Before jury service leave is granted, the Employee is required to provide proof of the requirement to attend for jury service, the expected duration of jury service and any changes to the estimated duration of estimates of the duration of the absence from work.

28.2.3 The Employee is obliged to pay to the Employer the full amount received from the Court Authorities for jury service. The Employer must pay this amount to the Employee as soon as practicable.

28.3 Voluntary Emergency Management Activity Leave

28.3.1 The Employer will provide an Employee with up to three (3) days' paid leave per annum (non-cumulative) where the Employee is engaging in a voluntary emergency management activity, as defined by the NES, provided:

- a) The activity is undertaken during a day on which the Employee would otherwise be at work;
- b) The Employee satisfies the notice and evidence requirements specified by the NES; and
- c) The Employee is not in receipt of payment of any kind from the recognised emergency management body.

29. EXAMINATION AND ASSESSMENT LEAVE

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

29.2 An Employee will be granted leave with pay to complete assessment tasks, provided that:

- a) Such assessment tasks are part of a course of study for which the Employee has received approval by the Principal to undertake and the assessment tasks contribute directly to the final result of the course; and
- b) Paid leave for completion of such assessment tasks is limited to two (2) days per school year and is not cumulative.

30. QUALIFICATION CONFERRAL LEAVE

30.1 Where an Employee requires leave to attend a qualification conferral ceremony, they will be granted up to one (1) day of paid leave to attend the ceremony provided that the qualification must result from a course of study approved by the School and must be relevant to the Employee's professional development.

30.2 Written requests for Qualification Conferral Leave should be directed to the Principal, at least four (4) weeks prior to the date of the proposed leave.

30.3 To minimise the disruption to students and the School, Employees are asked to return to school after the graduation ceremony where this is reasonable and practical.

31. TRADE UNION TRAINING LEAVE

31.1 An Employee who has been nominated as an IEU sub-branch representative or a consultative committee member will have granted up to one (1) day of paid leave in any calendar year to enable attendance at trade union training courses.

31.2 Trade union training leave will be granted with pay where:

- a) The leave will not cause undue disruption to the School's program;
- b) Arrangements could not be made to attend training out of hours;
- c) The proposed training is of benefit to the teaching service or the school; and
- d) Suitable relief arrangements can be arranged.

31.3 In all other cases, trade union training leave will be granted without pay, subject to

suitable relief arrangements being available.

32. ANNUAL LEAVE LOADING

- 32.1 A Teacher, Business Support Services or Nursing Services Employee (in receipt of all school holidays) is entitled to an annual leave loading of 17.5% paid, on a maximum of four (4) weeks' annual leave per year.
- 32.2 A Business Support Services or Early Childhood Educator Employee (in receipt of 5 weeks annual leave) is entitled to an annual leave loading of 17.5%, paid on a maximum of five (5) week's annual leave per year.
- 32.4 Part time Employees will receive the 17.5% annual leave loading on a pro-rata basis calculated in accordance with their ordinary hours of work.
- 32.5 The Employer will normally pay leave loading to the Employee during the first pay cycle in December each year at the weekly rate of pay applicable at the point in time. However, if an Employee ends employment with the School at a different time, their annual leave loading entitlements will be paid at the weekly rate of pay applicable at the time of termination of employment.

33. REDUNDANCY

- 33.1 Where an Employee is identified for termination of employment as a result of redundancy, the School will provide that Employee with a Separation Package quote, containing the full details pertaining to their accrued entitlements.
- 33.2 As part of outplacement services, the Employer will pay for one consultation meeting, for the Employee to attend with an agreed registered careers counsellor.

In addition to the required period of notice or payment in lieu of notice prescribed in clauses 56 and 65, an Employee (other than a casual employee) whose employment is terminated for reasons of redundancy, shall be entitled to the following amount of severance pay in respect to a continuous period of employment with the School.

33.3 Severance Pay

- 33.3.1 The severance payment for an Employee will be in accordance with the following:

If the Employee is under 45 years of age, severance pay shall be in accordance with the following scale:

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

- 33.3.2 Where an Employee is 45 years old or over, severance pay shall be in accordance with the following scale:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	5 weeks' pay
2 years but less than 3 years	10 weeks' pay
3 years but less than 4 years	12.5 weeks' pay
4 years but less than 5 years	15 weeks' pay
5 years but less than 6 years	17.5 weeks' pay

6 years but less than 8 years	20 weeks' pay
8 years and over	2.5 weeks' pay for each year of service up to maximum of 37.5 weeks

33.3.3 For the purposes of this clause, **week's pay** means the ordinary time rate of pay for the Employee concerned.

33.3.4 For the purposes of this clause, **continuous service** will be calculated to include all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, infectious diseases leave, carer's leave and bereavement leave), school holidays, long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the Employee.

33.3.5 Periods of unpaid personal leave are not included, except at the discretion of the Employer.

33.4 Leaving During Notice

33.4.1 An Employee, whose employment is terminated for reasons of redundancy, may resign during the period of notice and, if so, will be entitled to the same benefits and payments under clause 33.3 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice for any remaining part of the notice period.

33.5 Alternative Employment

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

33.6 Time Off During Notice Period

33.6.1 During the period of notice of termination, an Employee will be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

33.6.2 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

34. STAFF FEE DISCOUNTS

34.1 The following discount on tuition fees for the oldest child of an Employee attending the Maddingley or Woodlea campus (excluding Early Learning Center's) shall apply:

- a) 25% for Employees with up to three (3) year's equivalent full time service to the School;
- b) 30% for Employees with between three (3) and seven (7) year's equivalent full time service to the School; or
- c) 40% for Employees with over seven (7) year's equivalent full time service to the School.

34.2 Employees will be eligible for the same tuition fee discount available to other members of the school community for second and subsequent children attending the Maddingley or Woodlea campus.

34.3 Employees who are legal guardians of children at the School are also entitled to the above discounts on tuition fees.

35. CAMP ALLOWANCE AND TIME IN LIEU

35.1 When an Employee (excluding Employees employed specifically to attend and participate in camps i.e., Camps Assistant) attends an approved overnight camp, the Employee will be paid an overnight allowance as per below, where the Employee has had their attendance previously approved by a Principal Class Employee.

2022 Rate per night	\$68.00
2023 Rate per night	\$70.00

35.2 When such camps commence or conclude on a weekend, an Employee will be paid an allowance of **\$100.00** in addition to the overnight allowances listed under clause 35.1.

35.3 In lieu of accepting the weekend allowance listed under clause 35.1 an Employee may elect to instead take one (1) day off work at a time mutually convenient to the Employee and the School.

35.4 When an Employee attends an approved overnight camp attended by students that involves an overnight stay, and this camp or activity forms part of the School's co-curricular program and meals are not provided. The Employee will be paid an allowance of **\$50.00 per day**, where the Employee has had their attendance previously approved by a Principal Class Employee.

36. STUDY ALLOWANCE

36.1 An Employee undertaking a course of study approved by the Principal will be paid a minimum allowance of **\$1,500 per year** towards the cost of undertaking the course. In the event the course costs are less than **\$1,500** and the course is approved by the Principal, the School will meet the course's full costs.

36.2 The School will make appropriate allowance for Employees to participate in approved Professional Development (PD) during school time. It is expected that some PD will be completed by Employees outside of normal working hours.

37. ONCALL AND RECALL ALLOWANCE

37.1 On-call allowance

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

37.2 Recall allowance

An Employee recalled to duty at the workplace will be paid a minimum of two (2) hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

37.3 Exceptions

The on-call and recall allowance does not apply to:

- a) An Employee paid a camp allowance in accordance with clause 35.1.
- b) An Employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the Employee for their exclusive use at no cost to the employee.

38. VEHICLE ALLOWANCE

- 38.1 Where an Employee is required by the School to use the Employee's privately-owned motor vehicle for work purposes, shall be entitled to claim and where such a claim is made be paid an allowance at the rate per kilometre as established each year by the Australia Taxation Office.
- 38.2 An Employee may use their privately-owned motor vehicle for work purposes on the condition that the provisions of this clause are fulfilled:
- a) School has given prior authorisation;
 - b) There are no School vehicles available for use;
 - c) Vehicle is roadworthy;
 - d) Vehicle is insured and registered;
 - e) Employee has a valid driver's licence.
- 38.3 The provisions of this clause will not apply to journeys to and from work except where any of the authorised activities are conducted at the workplace and require an additional journey in order for the employee to undertake them.
- 38.4 Where the Employer provides a motor vehicle which is used by an Employee in the performance of their duties, the Employer must pay all expenses including registration, running and maintenance of the motor vehicle.

39. FIRST AID ALLOWANCE

- 39.1 An Employee who is designated by the Employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance of:

Per annum	\$774.95
Per day	\$3.23

39.2 Exemptions

This allowance does not apply to:

- a) a nurse;
- b) an employee employed exclusively as a first aid officer; or
- c) an employee whose appointment to the position for first aid offer has been taken into account in classifying their position.

40. MEAL ALLOWANCE

- 40.1 The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 6:00 pm on any day. If a meal is not supplied, the Employee will be paid a meal allowance of **\$25.00**.
- 40.2 Employees may, on occasions, be requested to participate in co-curricular activities where they are required to accompany or be present at events with students during the evening.

41. POSITION ALLOWANCE

- 41.1 Employees specified in clause 41.2 are entitled to be paid in the first applicable pay cycle in December 2022, a position allowance equivalent to one (1) per cent of the

total salary to which the employee is normally entitled.

- 41.2 Employees in the following classifications will be paid a once off lump sum payment as set out in clause 41.1:
- a) A Senior Teacher;
 - b) A Teacher;
 - c) A Business Support Services Employee including classroom support services, school administration services, school operational services, curriculum resources services, wellbeing services and instructional services;
 - d) Nursing Services Employees; and
 - e) Early Childhood Educators.
- 41.3. Employees on a classification Business Support Services BSS Level 1.1 to Level 1.5, Level 2.1 to Level 2.5 and/or Early Childhood Educator classification scale ECE Level 1.1 to Level 1.6, will be paid an additional one (1) per cent of the total salary to which the Employee is normally entitled to as at 1 December of the year to which the allowance is paid. This allowance will be paid within the first applicable pay cycle in December each year.
- 41.4 A position allowance of 0.5 per cent of total salary will be calculated for full-time Teacher's on 30 July 2023, 30 July 2024 and the 30 July 2025 and paid in the subsequent pay period.

42. BREAKAGE AND LOSS

- 42.1 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.

43. PROTECTIVE CLOTHING

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

44. INCREMENT DATE

- 44.1 On 1 February of each year, all Employees will move up one step within their classification level on the incremental pay scale, provided they have worked at the School for at least four months in the preceding 12 months. This will occur until the Employee reaches the top step within their classification level.

45. STATUTORY OBLIGATIONS

45.1 Anti-Discrimination

- 45.1.1 It is the intention of the parties to this Agreement to achieve the principal object in s.3 of the Act, through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 45.1.2 Accordingly, in fulfilling their obligations under the dispute resolution clause, the School must make every endeavour to ensure that neither the Agreement provisions nor its operation are directly or indirectly discriminatory in their effects.
- 45.1.3 Nothing in this clause is taken to affect:

- a) Any different treatment (or treatment having different effects) which is specifically exempted under the Victorian or Commonwealth anti-discrimination legislation;
- b) An employee, employer or registered organisation, pursuing matters of discrimination in any appropriate jurisdiction, including by application relevant commission or tribunal; or
- c) The exemptions in s.351 (2) of the Act.

45.2 Occupational Health and Safety

- 45.2.1 The Employer and the Employee shall at all times comply with the provisions of the *Occupational Health and Safety Act 2004 (Vic)* as amended from time to time.
- 45.2.2 The Employer shall provide and maintain so far as is practicable for Employees a working environment that is safe and without risks to health.
- 45.2.3 Employees shall at all times conduct themselves in a safe and responsible manner and comply with the Employer's Occupational Health and Safety Policies and Procedures.
- 45.2.4 The Employer shall encourage Employees to take a constructive role in promoting improvements in occupational health, safety and welfare, and to assist the Employer in achieving a healthy and safe work environment.

45.3 Child Safe Standards

- 45.3.1 The Employer will continue to implement its child safe program as required by law, to comply with the new Child Safe Standards that commenced on 1 July 2022. The Child Safe Standards aim to protect children and young people, by requiring organisations to put policies, procedures, and processes in place to prevent and respond to abuse. They aim to make keeping children and young people safe a key focus of organisations in Victoria.
- 45.3.2 The Employer will implement these standards as part of the School's registration framework under the *Education and Training Reform Act 2006 (Vic)*. Bacchus Marsh Grammar is committed to implementing these standards within the School's strategy, policies, procedures and culture, managing and reducing the risk of child abuse.

46. PERFORMANCE AND CONDUCT MANAGEMENT

46.1 Termination by the School

- 46.1.1 Apart from termination of employment during the qualifying period pursuant to clause 13 and in the case of redundancy, the School may terminate the employment of an Employee:
 - a) Summarily; or
 - b) On notice, for reasons related to the Employee's conduct or performance.
- 46.1.2 If the School is considering whether to terminate an Employee's employment for reasons listed within clause 46.1.1. the School must give the Employee an opportunity to be heard in relation to the allegations unless the School could not reasonably have been expected to give the Employee that opportunity.
- 46.1.3 Upon termination of employment with the School, and upon request from an Employee, the School will provide the Employee with a written statement of service.

46.2 Summary Dismissal

- 46.2.1 The School may terminate an Employee's employment summarily where that Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the School to continue the employment during the notice period.

46.3 Conduct or Performance

46.3.1 If the School is considering whether to terminate an Employee's employment for reasons related to conduct or performance, the School must apply the due process provisions set out in clause 46.4.

46.4 Due Process

46.4.1 For the purposes of this Agreement, "Due Process" will commence with the School advising the Employee in writing of:

- a) The School's concerns with the Employee's conduct or performance;
- b) The time, date and place of the first due process meeting;
- c) The Employee's right to be accompanied by a support person of the Employee's choice at all Due Process meetings (note the role of the support person is to support and advise the Employee, ensure natural justice is afforded, assist the Employee to articulate their responses and participate as appropriate); and
- d) The School's right to terminate the Employee's employment should due process not resolve the School's concerns.

46.4.2 Due Process meetings will:

- a) Include discussion of the School's concerns with the Employee's conduct or performance;
- b) Give the Employee an opportunity to respond to the School's concern(s);
- c) Include discussions of any counselling or assistance, where appropriate, available to the Employee;
- d) Include documentation, where appropriate; and
- e) Set periods of review, as appropriate.

47. NO FURTHER CLAIMS

47.1 The parties agree that no further claims with respect to salaries or terms and conditions of employment will be made by either party for the period of this Agreement.

PART 3: CONDITIONS OF EMPLOYMENT FOR TEACHERS

48. CLASSIFICATIONS AND SALARY

- 48.1 Schedule 1A sets out the classification structure and progression through the salary scale.
- 48.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.

49. ANNUAL LEAVE AND SCHOOL HOLIDAYS

49.1 Annual Leave and Shut Down

- 49.1.1 Annual leave entitlements will be in accordance with this Agreement except where more favourable terms or conditions are provided to an employee in any respect by the NES.
- 49.1.2 A full time Teacher receives four (4) week's annual leave, plus they are entitled to be absent with pay during any shut down periods nominated by the School – shut down periods being those when the School is closed to both students and Employees.

49.2 Application of School Holiday Leave Entitlements

- 49.2.1 The provisions below apply to Teachers employed either full time or part time for more than six (6) hours per week.
- 49.2.2 The provisions below do not apply to casual Teachers, part time Teachers employed for less than six (6) hours per week or emergency teachers.

49.3 Entitlement

- 49.3.1 A Teacher other than in the circumstances prescribed in clause 49.1.2 is entitled to school holidays without deduction of pay.
- 49.3.2 An Employer may reduce a Teacher's entitlement to school holidays where a Teacher has taken unpaid leave in excess of ten (10) working days in any school year pursuant to clause 18 (Personal Leave) or clause 26 (Leave Without Pay).
- 49.3.3 A Teacher's entitlement to school holidays which has been reduced at the employer's discretion under 49.3.1 will be calculated on the basis of one third of that Teacher's working weeks (excluding holidays already received and periods of unpaid leave).
- 49.3.4 Where a Teacher's entitlement to paid school holidays has been reduced pursuant to clause 49.3.1, the period which, but for that reduction, would have been paid school holidays will be considered unpaid leave. However, the unpaid leave will still count as service for all purposes of the Agreement.

49.4 Part time Teacher's Entitlement

- 49.4.1 A part time Teacher is entitled to be absent from work during school holidays without loss of pay – i.e., they will continue to receive their pro rata salary.

49.5 Employment for less than a School Year

- 49.5.1 A Teacher who is employed for part only of a school year will be paid a pro rata school holiday entitlement calculated on the basis of one (1) third of that Teacher's number of working weeks (excluding paid holiday periods and periods of unpaid leave) at the rate of pay applicable at the time of school holidays or at the time that employment is terminated.

50. HOURS OF WORK

50.1 Hours

50.1.1 The ordinary hours of work for a full time Teacher are 37.5 hours per week, averaged over a period of 12 months.

50.1.2 There is acknowledgement that in some teaching weeks and hours worked by staff, will be greater than 37.5 hours. Time-in-lieu will only start to operate once the averaged hours over a year reach 37.5 hours or more.

50.2 Availability

50.2.1 Full time Teachers are expected to arrive on site weekdays from between 7:45 am to 8.30 am. The normal end of School day is 4:30 pm, except Wednesday when Teachers are required to be available to work until 5:00 pm. However, Teachers that are not required for School related activities or supervision may leave the site from 3:45 pm.

50.2.2 Part time Teachers are expected to be on site and available at School for a number of hours proportionate to their time fraction. Part time Teachers are required to liaise with the Principal or their delegate(s), regarding the hours they are expected to be on site and available at School.

50.3 Contact Hours

50.3.1 **Senior School Teachers:** A full time teaching load for a Senior School Teacher will not exceed 20 hours of scheduled class time per week.

50.3.2 **Middle School Teachers:** A full time teaching load for a Middle School Teacher will not exceed 20 hours of scheduled class time per week.

50.3.3 **Junior School Teachers:** A full time teaching load for a Junior School Teacher will not exceed 22.5 hours of scheduled class time per week.

50.3.4 Scheduled class time shall include all scheduled classes or activities allocated to the Teacher during normal school time, whether that class or activity consists of a single student or a group of students or whether the class is normally allocated to the Teacher.

50.3.5 Scheduled class time does not include:

- a) Co-curricular activity sessions and camps taken by a Teacher; and
- b) Yard duty.

50.3.6 With agreement between the Principal and the relevant Employee, the Employee may be allocated scheduled class time in excess of the limits set out in clause 50.3.1, 50.3.2, 50.3.3 and 50.3.4.

50.4 Meal

50.4.1 The Employer will supply a Teacher with a meal, should the Employer require the Teacher to remain at school continuously until after 6:00 pm on any day.

50.4.2 If the Employer is unable to supply a meal, clause 40.1 will apply.

50.5 Co-Curricular Activities

50.5.1 All Teaching staff are expected to make a contribution to the School's co-curricular program. In consultation with staff, the School will develop a Co-Curricular Contribution Policy that will facilitate an equitable and fair allocation of extra-curricular responsibilities across the teaching staff. Part time Teachers are expected to make a contribution to co-curricular activities at the School, proportionate to their role.

50.6 Extras Classes

- 50.6.1 Secondary Teachers may be allocated no more than one extra in any teaching week, save where no suitable staff are available to take an extra. A Teacher who has already taken an extra in a particular week may be required to take further extras pursuant to the School's Extra's Policy. This policy shall be developed by the Consultative Committee, noting that the resulting policy is not intended to be incorporated into the Agreement.
- 50.6.2 Primary Teachers required to take extras will be given compensatory extra release time as soon as practicable after the extra class has been taken. The Head of the Junior school will negotiate with the affected employee regarding the timing of this compensatory release time.
- 50.6.3 Unless a Teacher agrees, there shall be a maximum of 14 hours of extras per annum for full-time Teachers.
- 50.6.4 In the event of a State Emergency, clause 50.6.3 will not apply.

50.7 Variation of hours for Part Time Teachers

- 50.7.1 An Employer cannot vary the time fraction of a part time Teacher unless:
- a) The Teacher consents; or
 - b) It can be demonstrated that such a variation is required as a result of a change in funding/curriculum/enrolment needs. In this case, seven (7) weeks' written notice will be given by the School, and the School will consult with the Teacher in accordance with clause 12.5. In the absence of the required notice and provided that the change involves a drop in salary, the Teacher's salary will be maintained at its former level for the period of the notice not given.
- 50.7.2 In reaching the decision under clause 50.7.1, the Employer will take into consideration, the needs of the School and any personal circumstances of the Employee that have been brought forward during this process.

51. MEAL BREAKS

- 51.1 A Teacher will be entitled to an unpaid meal break of 30 minutes no later than five (5) hours after commencing work.

52. TEACHER DUTIES AND PROFESSIONAL EXPECTATIONS

- 52.1 The duties assigned by the Principal to the Teacher will relate to the education, recreation, discipline and welfare of the students to the School and to the life and administration of the School.
- 52.2 A Teacher's work includes the work undertaken to meet their professional responsibilities, taking into account the Teachers skills, qualifications, knowledge and training. A Teacher shall carry out the following duties, which are assigned by the Principal:
- a) Classroom teaching and assignment which includes planning, preparation, feedback and collaboration;
 - b) Participation in the co-curricular program of the School, in accordance with School policy;
 - c) Participation in parent/teacher programs and the development of comprehensive summative reports at the end of semester;
 - d) Participation in the pastoral care program;
 - e) Supervision of students on excursions and camps;

- f) Supervision of classes in the absence of other Teachers;
- g) Actively engage in professional learning; and
- h) Any other duties reasonably requested of the Teacher and incidental to the duties described in (a) to (g) such as yard or bus duty, meetings, and organisational duties.

53. NON-ATTENDANCE TIME

- 53.1 There is a non-attendance period when a Teacher is not normally required or requested to attend but is required to perform such professional duties as are determined as being reasonably necessary to enable a proper performance of the Teacher's role. The non-attendance period is defined under clause 53.2.
- 53.2 The non-attendance period includes a third week of the mid-year break during Term 2, an earlier finish than Victorian Government Schools at the end of Term 4 each year and additional days equivalent to public holidays at Easter in Term 3.
- 53.3 The inclusion of the non-attendance period outlined as per clause 53.2 will be regarded as being satisfying of any time in-lieu of claims which Teachers may have otherwise had up to 80 hours a year.
- 53.4 The following circumstances are not to be included for the calculation of attendance:
 - a) Co-curricular or school promotional activities that are conducted on a weekend;
 - b) School related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
 - c) When the Teacher is appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position;
 - d) Exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the School community, in which a Teacher may be recalled to perform duties relating to their position; and
 - e) Staff days/professional learning days: in usual circumstances, the Employer will provide written notice of the term weeks and days in non-term weeks on which a Teacher is required to attend, six months in advance of the requirement to attend.

54. CALENDAR DATES

- 54.1 The Employer will provide written notice of all key dates and School activities in advance of the beginning of Semester. Key dates include, but are not limited to:
 - a) Term dates;
 - b) Student free days;
 - c) Reporting deadlines;
 - d) Parent/teacher interviews;
 - e) Compulsory professional development;
 - f) Any days in non-term weeks where Employees may be required to attend; and
 - g) General structure of meetings for next semester.
- 54.2 In usual circumstances, the Employer will provide dates for Semester 1 (Term 1 and 2) by no later than the end of Term 3 in the preceding School Year, and for Semester 2 (Term 3 and 4) by no later than the end of Term 1 of that same year.

54.3 The agreed dates may be changed in exceptional circumstances by agreement of the Consultative Committee, provided that the majority of the committee agree and that at least a week's notice is provided to affected Employees.

54.4 The agreed dates will be made available to all staff through electronic means.

55. MEETINGS

55.1 In a normal School week the combination of "meeting", "professional learning" and "co-curricular" time will not exceed six (6) hours.

55.2 For the purposes of this clause a **Meeting** is defined as a gathering of members of staff under the authorisation of a member of the school leadership group at which the attendance of staff members is required. Meetings include curriculum meetings and pastoral meetings.

55.3 For the purposes of this clause **Professional Learning** is defined as a formal gathering organised by the school in which staff will develop their teaching capacity and the goals of the school. Such learning will occur under the authorisation of a member of the school leadership group and be of such a nature that the attendance of staff members is required.

55.4 **Co-curricular** is defined as is any activity approved by the School that enables students educational experienced to be extended.

55.5 Meetings or professional learnings may occur onsite or offsite.

55.6 During defined teaching weeks it may occur between the hours of 8:30 am and 4:30 pm Monday to Friday, with the exception of Wednesdays when it may occur between 8:30 am and 5:00 pm.

55.7 Employees who hold a position of responsibility or who are members of the senior staff group are excluded from clause 55.1 and will attend meetings as required.

55.8 Meetings held at the end of a School day will usually be no longer than one (1) hour; however, there will be endeavours made to make 45 minutes the standard meeting cycle.

55.9 There will be no meetings, including professional learning and co-curricular, held during the weeks where the School is conducting parent teacher interviews and/or the report writing designated week each semester.

55.10 The Employer will provide advance notice of meetings at the beginning of each Term. Should changes to the meeting schedule need to be made, the Employer will provide at least two (2) weeks' notice. In exceptional circumstances, changes may be made with less than two (2) weeks by mutual agreement. The Principal may arrange meetings without the appropriate notice for matters of significant to the School.

55.11 Part time Teachers will attend a proportionate number of meetings in accordance with their time fraction and will not be required to attend meetings on days which they are not in attendance at the workplace.

56. NOTICE OF TERMINATION

56.1 A Teacher must provide the Employer with a minimum of seven (7) weeks' notice in writing and is to be given wholly within a school term.

56.2 Where the Employer has given, notice of termination to a Teacher, and the Teacher has had five (5) or more years continuous service with the Employer. The Employer will give a full term's notice in writing or full payment in lieu.

56.3 Where the Employer gives notice of termination to a Teacher employed on a fixed term contract, who is replacing another Teacher on parental leave, the Employer will give four (4) weeks' notice in writing.

- 56.4 Payment in lieu is calculated by taking the amount of salary and rates of pay that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 56.5 Where the Employer gives notice of termination to a Teacher with less than five (5) years' continuous service with the Employer, the Employer will give seven (7) weeks' notice in writing, wholly within the one school term, or full payment in lieu.
- 56.6 The notice period referred to in clauses 56.1 and 56.2 does not apply where the Teacher is found to have engaged in serious misconduct.
- 56.7 Where the Employer wishes to terminate a Teacher within their minimum qualifying period, the employer will give four (4) weeks' notice or full payment in lieu.

PART 4: CONDITIONS OF EMPLOYMENT FOR BUSINESS SUPPORT SERVICES EMPLOYEES

57. CLASSIFICATIONS AND SALARIES

- 57.1 Schedule 2A sets out the classification structure for Business Support Services Employees.
- 57.2 Schedule 2B sets out the salary scale for a Business Support Services Employee entitled to school holidays.
- 57.3 Schedule 2C sets out the salary scale for Business Support Services Employee entitled to annual leave accrual.

58. HOURS OF WORK

- 58.1 The ordinary hours of work for a full time Business Support Services Employee will be 37.5 hours per week.
- 58.2 The ordinary hours of duty as prescribed by the Employer will be between 7:00 am and 6:00 pm Monday to Friday.

59. HOURS OF WORK DURING SCHOOL HOLIDAYS (BUSINESS SUPPORT SERVICES EMPLOYEE EXCLUDING SCHOOL HOLIDAY ENTITLEMENT)

- 59.1 Business Support Services Employees who work during school holiday periods are entitled to reduced hours of work during non-attendance time/school holiday periods. Full time staff will be required to work from 9.30am until 3.30pm. Part time Employees will be required to work a pro rated version of these hours.

60. BREAKS

60.1 Meal Break

- 60.1.1 An Employee will be entitled to an unpaid meal break of 30 minutes no later than five (5) hours after commencing work.

60.2 Rest Break

- 60.2.1 At a time suitable to the Employer, an Employee is entitled to a rest break of 10-minutes, which will be counted as time worked, for each period of three (3) hours worked, with a maximum of two (2) rest breaks per shift. The Employer and the Employee may agree to one (1) rest break of 20 minutes in place of the two 10-minute rest breaks.

61. OVERTIME

- 61.1 A Business Support Services Employee may be required to work additional hours outside of, or in excess of their ordinary or rostered hours.
- 61.2 A Business Support Services Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

Time Worked	Overtime Rate
Monday to Friday	150% of the ordinary hourly rate of pay for the first 2 additional hours worked (if worked before 7:00 pm). 200% of the ordinary hourly rate of pay for hours worked after that. 200% of the ordinary hourly rate of pay for any and all hours worked after 7:00 pm.
Saturday to Sunday	200% of the ordinary hourly rate of pay.
Public Holidays	250% of the ordinary hourly rate of pay.

61.3 Time Off Instead of Payment for Overtime (TOIL)

61.3.1 An Employee and Employer may agree, in writing, to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.

61.3.2 Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it, must be the subject of a separate agreement under clause 61.3.

61.3.3 An agreement must state each of the following:

- a) The number of overtime hours to which it applies and when those hours are worked;
- b) The number of overtime hours to which it applies and when these hours were worked;
- c) That the Employer and the Employee agree that the Employee may take time off instead of being paid for the overtime;
- d) That, if the Employee requests at any time, the Employer must pay the Employee, for overtime covered by the Agreement but not taken as time off, at the overtime rate applicable to the overtime when worked; and
- e) That any payment mentioned in clause 61.3.3 must be made in the next pay period following the request.

61.3.4 The period of time off than an Employee is entitled to take is the same as the number of overtime hours worked. e.g., two (2) hours of overtime worked is equivalent to two (2) hours' time off.

61.3.5 Time off must be taken:

- a) Within the period of 6 months after the overtime is worked; and
- b) At a time or times within that period of 6 months agreed by the Employee and Employer.

61.3.6 If the Employee requests at any time to be paid for overtime covered by an agreement under clause 61.3 but not taken as time off, the Employer will pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

61.3.7 If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 61.3.5, the Employer will pay the Employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the

overtime when worked.

- 61.3.8 The Employer will keep a copy of any agreement under clause 61.3 as an Employee record.
- 61.3.9 If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which clause 61.3 applies has not been taken, the Employer will pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

62. MEAL ALLOWANCES

- 62.1 The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 6:00 pm on any day.
- 62.2 If the Employer is unable to supply a meal, clause 40.1 will apply.

63. HIGHER DUTIES

- 63.1 The School may direct an Employee to perform temporary duties applicable to a higher classification. This may occur as a result of:
- a) an Employee is on leave or has been seconded to another position;
 - b) an Employee is on extended leave due to illness; and/or
 - c) a delay in the commencement of a new employee after the resignation of an employee.
- 63.2 Where an Employee performs such temporary duties in a more senior position (or higher classification), the employee shall receive a higher duties allowance for the period of higher duties. This will be based on the difference between the employee's current substantive classification (base salary) and the first incremental step of the higher graded position.
- 63.3 For Senior Positions, the higher duties allowance and the extent of the duties to be carried out will be at the discretion of the Principal.
- 63.4 All higher duties for non-teaching staff are to be presented to the Principal for review and approval.

63.2 Eligibility

- 63.2.1 An Employee will be eligible for higher duties, provided the below provisions are met:
- a) An Employee must perform temporary duties for a continuous period of more than one (1) working day (excluding a public holiday), but no longer than a six (6) month period; and
 - b) An Employee will undertake up to fifty (50) per cent or more of the higher graded positions responsibilities.
- 63.2.2 In the event an Employee is performing a proportion of less than fifty (50) per cent of the duties of the higher graded position, the line Manager can negotiate and come to an agreement with the staff member of a percentage of the difference between the Employee's substantive base salary and the first incremental step of the higher graded position to be paid as an allowance. This recommendation is to be put to the Principal for approval.
- 63.2.3 An Employee will only be applicable to perform higher duties of up to two (2) levels above their substantive classification. Any requests that fall outside of this clause 63.2.1 will need to be presented to the Principal for approval, with the request outlining the staff member's capability to perform at the level required in a position two (2) levels higher than their substantive position. This includes relevant qualifications, knowledge and experience, in comparison to the requirements listed in

the position description of the higher duties position in question.

63.3 Expectations

- 63.3.1 A higher duties allowance shall be regarded as salary for the purposes of calculating all other types of allowances, including overtime.
- 63.3.2 If the Employee who is appointed in the higher duties acting position is already on the same or a higher salary level than the higher duties acting position, then a higher duties allowance will not be applicable.
- 63.3.3 An Employee who resigns whilst receiving the higher duties allowance will be paid out their entitlements at their substantive classification (substantive base salary).

64. ANNUAL LEAVE

- 64.1 Annual leave entitlements for Business Support Services and Early Childhood Educator Employees will be in accordance with this Agreement except where more favourable terms or conditions are provided to an Employee in any respect by the NES.

64.2 Accrual

- 64.2.1 A Business Support Services Employee (including school administration services and school operational services) is entitled to five (5) week's annual leave for every 12 months of continuous service on a pro-rata and cumulative basis and will be paid in accordance with Schedule 2C of this Agreement.
- 64.2.2 The fifth (5th) week of annual leave will be taken during a school shut down period, which is defined as a period where the Employer shuts down the business, or any part of the business in which the Business Support Services Employee (including school administration services and school operational services) works.

64.3 Office Closure

- 64.3.1 The additional week of annual leave provided to Business Support Services Employees will be taken during the Office Closure during the middle of the Term 2 academic break. The Employer will notify Business Support Services Employee (including school administration services and school operational services) of when the Office Closure will occur, prior to Term 1 commencing each School Year.

64.4 School Holiday Arrangements

- 64.4.1 A Business Support Services Employee whose position is directly related to academic support to students including classroom support services, school administration services, school operational services, curriculum resources services, wellbeing services, instructional services and nursing services is entitled to be absent from work during school holidays without the deduction of pay. Employees will be paid in accordance with Schedule 2B of this Agreement.
- 64.4.2 Where a Business Support Services Employee is entitled to school holidays without the deduction of pay, takes leave without pay (or unpaid carer's leave) in excess of ten working days in any school year, the Employee's entitlement to school holidays will, at the discretion of the Principal, be calculated on the basis of one third of that Business Support Services Employee's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave).
- 64.4.3 Where a Business Support Services Employee entitlement to paid school holidays is reduced pursuant to clause 64.4.1, the period which, but for that reduction, would have been paid school holidays, will be considered unpaid leave and will not be counted as service for all purposes of the agreement.

64.4.4 A Business Support Services Employee who is employed for only part of a school year will be paid a pro rata holiday entitlement calculated on the basis of one third of that Employee's number of working weeks (excluding paid holiday periods) at the rate of pay applicable at the time leave is taken or employment is terminated.

64.5 Additional Unpaid Leave

64.5.1 The Employer may engage and require a Business Support Services Employee (including school administration services and school operational services) to work the School's term weeks or any number of weeks equal to or greater than the number of term weeks up to a maximum of 47 weeks in a School Year (inclusive of public holidays).

64.5.2 For the purpose of this subclause, **additional unpaid leave** is defined as the number of weeks of a School Year (excluding annual leave) that the Employer does not require the employee to work.

64.5.3 A Business Support Services not in receipt of school holiday arrangements are entitled to public holidays falling during additional unpaid leave.

64.5.4 The annual salary of a Business Support Services Employee (including school administration services and school operational services) in receipt of additional leave, is calculated using the following formula:

$$\text{Annual Salary} = (52.18 - A + B) \times C \times D$$

where:

A = number of weeks of additional unpaid leave. The number of weeks of additional unpaid leave in the formula above must not exceed eight weeks (exclusive of annual leave and additional unpaid leave) except where the Employer agrees to additional leave of more than eight weeks at the written request, of the Employee.

B = number of weeks of public holidays falling during periods of additional unpaid leave, annual leave and any additional days of paid leave given to employees as per clause 17.

C = full-time weekly salary (refer to Schedule 2B (Business Support Service Employees with school holidays) or Schedule 2C (Business Support Service Employees with annual leave)).

D = the proportion of full time hours the Employee will be working if employed on a part-time basis provided that the adult weekly salary, where adjusted for additional unpaid leave, will not be less than the Federal Minimum Wage, as adjusted from time to time after the date of this Agreement.

Note 1: The number of public holidays falling during annual leave and/or additional unpaid leave may change from year to year, necessitating recalculation of each year's annual salary.

Note 2: The Employer and the Employee may change the additional unpaid leave arrangements by mutual agreement

64.5.5 The remuneration of the Employee entitled to additional unpaid leave will be annualised and paid in equal instalments throughout the year in accordance with clause 17.

64.6 Cashing out of Annual Leave

64.6.1 A Business Support Services Employee is entitled to cash out up to 2 weeks, every twelve-month period, provided the Employees remaining leave balance is at least four (4) weeks after the cashing out of any leave.

64.6.2 Each request to cash out amounts of annual leave must be made in writing to the Principal, who will provide a written agreement to the Employee on each occasion.

- 64.6.3 The payment must be equivalent to the amount the Employee would have received had they taken the actual leave.

65. MAKE-UP TIME

- 65.1 A Business Support Services Employee may elect, with the consent of Principal or delegate, to work make-up time under which the Business Support Services Employee takes time off during ordinary hours and works those hours at a later time.

66. WORKING OUTDOORS IN EXCESSIVE HEAT

- 66.1 If the temperature exceeds 35° Celsius, consultation will occur with applicable Business Support Services Employees regarding appropriate duties for the remainder of the day.

67. NOTICE OF TERMINATION

- 67.1 Where the Employer gives notice of termination to an ongoing or fixed term contract Business Support Services Employee (as distinct from a fixed term contract expiring on its due to end date) the Employee will be provided with four (4) weeks' notice in writing, or full payment in lieu.
- 67.2 Where the Business Support Services Employee is entitled to School Holidays, notice is to be given wholly within the one (1) school term.
- 67.3 In addition to the period of notice specified in clause 67.1, Business Support Services Employee over 45 years of age at the time of being given notice who have not less than five (5) years of continuous service, will be entitled to one (1) additional weeks' of notice.
- 67.4 Business Support Services Employee must provide the Employer with a minimum four (4) weeks' notice in writing. Where the Business Support Services Employee is entitled to School Holidays, notice is to be given wholly within one (1) school term
- 67.5 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B or 2C that a Business Support Services Employee would have received by working during the notice period if the Business Support Services Employee's employment had not been terminated.
- 67.6 The notice period referred to in in clause 67.1 does not apply where the Business Support Services Employee is found to have engaged in serious misconduct.

PART 5: CONDITIONS OF EMPLOYMENT FOR EARLY LEARNING SERVICES

68. CLASSIFICATION AND SALARY

68.1 Kindergarten Teacher

68.1.1 Schedule 1A sets out the classification structure and progression through the salary scale for Teachers.

68.1. Schedule 1B sets out the salary for a Teacher, including Casual rates.

68.2 Early Childhood Educator

68.2.1 Schedule 3A sets out the classification structure and progression through the salary scale for Early Childhood Educators.

68.2.1 Schedule 3B sets out the salary for Early Childhood Educators, including a Casual rates.

69. HOURS OF WORK

69.1 Kindergarten Teacher

69.1.1 The ordinary hours of work for a full time Kindergarten Teacher are 37.5 hours per week.

69.1.2 Kindergarten Teachers are expected to be onsite by 8:30 am weekdays and available until 4:30 pm weekdays.

69.1.3 Part time Kindergarten Teachers are expected to be onsite and available at the Early Learning Services Centre for a number of hours proportionate to their time fraction. Part time teachers are required to liaise with the Director of Early Learning Services or Educational Leader regarding the hours they are expected to be onsite and available.

69.1.4 In addition, a Kindergarten Teacher is required to work such reasonable additional hours as are necessary to perform their duties.

69.2 Early Childhood Educator

69.2.1 The ordinary hours of work for a full time Early Childhood Educator are 37.5 hours per week.

69.2.2 Ordinary hours will be worked in periods not exceeding eight (8) hours, in unbroken periods, between Monday and Friday, save for meal breaks.

69.2.3 Part time Early Childhood Educators are expected to be onsite and available at the Early Learning Services Centre for a number of hours proportionate to their time fraction. Part time Early Childhood Educators are required to liaise with the Director of Early Learning Services or Educational Leader, regarding the hours they are expected to be onsite and available.

69.2.4 Ordinary hours may be worked between 7.15 am and 5.30 pm.

70. CONTACT HOURS

70.1 Kindergarten Teacher

70.1.1 A full time teaching load for a Kindergarten Teacher will not exceed 25 hours of scheduled face-to-face class time per week, with up to 12.5 hours of non-contact time allocated per week.

70.2 Early Childhood Educator

- 70.2.1 The Employer will determine the appropriate non-contact time undertaken by each Early Childhood Educator (if applicable).

71. ROSTERING

71.1 Early Childhood Educator

- 71.1.1 The Director of Early Learning Services will provide a legible roster at the Centre readily accessible to employees indicating the rostered hours of work.
- 71.1.2 The Employer may change an Employee's rostered hours, but only by giving the Employee the appropriate notice. In the absence of such notice due to exceptional circumstances, overtime will be paid until seven days have elapsed from the date the notice was given. However, an Employee and employer may agree to waive or shorten this notice period in a particular case. Such agreement may be reached using electronic means of communication. A record of the agreement will be kept for operational and payroll records.

72. BREAKS

72.1 Meal Break

- 72.1.1 All Early Learning Centre employees will be entitled to an unpaid meal break of 30 consecutive minutes, no later than five (5) hours after commencing work.

72.2 Rest Break

- 72.2.1 At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three (3) hours worked, with a maximum of two (2) rest breaks per shift. The Employer and the Employee may agree to one (1) rest break of 20 minutes in place of the two 10-minute rest breaks.

73. OVERTIME AND PENALTY RATES (EARLY CHILDHOOD EDUCATOR)

73.1 Entitlement to overtime

- 73.1.1 A full time Employee is paid at overtime rates for any work performed outside of their ordinary hours of work.
- 73.1.2 A part time Employee is paid at overtime rates in the circumstances specified in Schedule 3B.4.
- 73.1.3 A casual Employee is paid at overtime rates in the circumstances specified in Schedule 3B.5.

73.2 Overtime rates

- 73.2.1 Full-time and part-time Employees will be paid overtime at the rate of 150% of the hourly rate (plus any all-purpose allowance payable) for the first 2 hours and 200% of the hourly rate (plus any all-purpose allowance payable) after 2 hours. In calculating overtime, each day's work will stand alone.
- 73.2.2 Casual Employees will be paid overtime at the rate of 175% of the hourly rate (plus any all-purpose allowance payable) for the first 2 hours and 225% of the hourly rate (plus any all-purpose allowance payable) after 2 hours. In calculating overtime, each day's work will stand alone.
- 73.2.3 Overtime rates for casual Employees have been calculated by adding the casual loading prescribed by Schedule 3B.5 to the overtime rates for full-time and part-time Employees prescribed by Schedule 3B.1.

73.2.4 Where, due to a genuine and pressing emergency situation, an Employee is required to remain at work after their normal finishing time, such time will be paid at the ordinary rate for the Employee's classification. Provided that such emergency overtime does not exceed one hour per week. For the purposes of this subclause, an emergency situation may include a natural disaster affecting a parent, another Employee or the centre/service, the death of a child or parent, or a child requiring urgent hospitalisation or medical attention.

74. ANNUAL LEAVE AND SCHOOL HOLIDAYS

74.1 Kindergarten Teacher

Refer to clause 49 of the Agreement.

74.2 Early Childhood Educator

74.2.1 Refer to clause 64.1 of the Agreement.

74.2.2 During the 3-week Early Learning Centre closure over the December/ January Christmas period. Early Childhood Educator Employees will receive one (1) week (pro-rated for part time Employees) of additional annual leave each year, following the New Year's Day Public Holiday.

75. PUBLIC HOLIDAYS

75.1 Kindergarten Teachers

Refer to clause 21 of the Agreement.

75.2 Early Childhood Educators

75.2.1 Early Childhood Educators are entitled to the following holidays without deduction of pay:

- a) New Years Day (1st January);
- b) Australia Day (26th January);
- c) Labour Day (second Monday in March);
- d) Good Friday;
- e) Easter Monday;
- f) Anzac Day (25th April);
- g) King's Birthday (second Monday in June);
- h) Friday before the AFL Grand Final;
- i) Melbourne Cup Day (first Tuesday in November);
- j) Christmas Day (25th December);
- k) Boxing Day (26th December); and/ or
- l) Christmas Day (25th December) Boxing Day (26th December); and/ or
- m) Any other days declared as a public holiday by State or Federal Governments.

75.2.2 Where Christmas Day, Boxing Day or New Years Day occur on a weekend, days leave in lieu will be substituted on the next available weekday.

75.2.3 Public holidays that fall during school holidays, do not create an additional entitlement for Employees who receive paid school holidays.

76. MID-TERM BREAKS

76.1 Kindergarten Teacher

Refer to clause 22 of the Agreement.

76.2 Early Childhood Educator

76.2.1 The following days in each term will be treated as a mid-term break:

- a) Labour weekend March;
- b) Easter Tuesday;

- c) King's birthday weekend; and
- d) Monday before Melbourne Cup Day.

76.2.2 All Early Childhood Educators will be entitled to be absent with pay on these days.

77. NOTICE OF TERMINATION

77.1 Kindergarten Teacher

Refer to clause 56 of the Agreement.

77.2 Early Childhood Educator

Refer to clause 67 of the Agreement.

PART 6: CONDITIONS OF EMPLOYMENT FOR NURSING SERVICES EMPLOYEES

78. CLASSIFICATIONS AND SALARIES

- 78.1 Schedule 4A sets out the classification structure for Nursing Services Employees.
- 78.2 Schedule 4B sets out the salary scale for a Nursing Services Employee entitled to school holidays.

79. ANNUAL LEAVE

- 79.1 Annual leave entitlements for a Nursing Services Employee will be in accordance with this Agreement except where more favourable terms or conditions are provided to an Employee in any respect by the NES.

79.2 School Holiday Arrangements

- 79.2.1 A Nursing Services Employee's primary duties are directly related to academic support of students and they are entitled to be absent from work during school holidays without the deduction of pay. Employees will be paid in accordance with Schedule 4B of this Agreement.
- 79.2.2 Where a Nursing Services Employee is entitled to school holidays without the deduction of pay, takes leave without pay (or unpaid carer's leave) in excess of ten working days in any school year, the Employee's entitlement to school holidays will, at the discretion of the Principal, be calculated on the basis of one third of that Nursing Services Employee's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave).
- 79.2.3 Where a Nursing Services Employee's entitlement to paid school holidays is reduced pursuant to clause 79.2, the period which, but for that reduction would have been paid school holidays, will be considered unpaid leave and will not be counted as service for all purposes of the agreement.
- 79.2.4 A Nursing Services Employee who is employed for part only of a school year will be paid a pro rata holiday entitlement calculated on the basis of one third of that Employee's number of working weeks (excluding paid holiday periods) at the rate of pay applicable at the time leave is taken or employment is terminated.

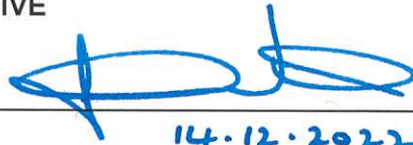
80. NOTICE OF TERMINATION

Refer to clause 67.2.

81. EXECUTION

EMPLOYER REPRESENTATIVE

Signed:



Date:

14.12.2022

Name in full (printed):

ANDREW ALBERT NEAL

Position title:

PRINCIPAL / DIRECTOR.

Authority to sign (explain):

Chief Executive and Director
authorised under delegations.

Address

37 South Maddingley Road, Bacchus Marsh VIC 3340

Witnessed by:



Witness name in full:

ANGELICA HILL

Witness address:

37 SOUTH MADDINGLEY ROAD
BACCHUS MARSH VIC 3340

EMPLOYEE REPRESENTATIVE

Signed:



Date:

14.12.2022

Name in full (printed):

DUNCAN R. MALCOLM

Authority to sign (explain):

I. E. U. Rep at Bacchus
Marsh Grammar.

Address:

BACCHUS MARSH GRAMMAR
37 South Maddingley Rd
BACCHUS MARSH VIC 3340

Witnessed by:



Witness name in full:

RICHARD JAMES MURGATROYD

Witness address:

37 SOUTH MADDINGLEY ROAD
BACCHUS MARSH VIC 3340

SCHEDULE 1A: CLASSIFICATION STRUCTURE (TEACHERS)

- 1A.1 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule 1B.1, according to their qualifications and teaching experience.
- 1A.2 Recognition of prior teaching service will be taken into account. The following matters will be taken into account when reviewing prior teaching service:
- a) 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.
 - b) Prior service of a Teacher within a part time position, that has undertaken hours of more than 90% of a full time load, will count as a full time year. Teaching loads less than 90% will be considered on a pro-rata basis.

1 A.3 TEACHERS WITH FULL AND PROVISIONAL REGISTRATION

- 1 A.3.1 A Teacher holding full or provisional registration will commence at Teacher Level 1 and will progress to Teacher Level 11 in annual increments as per clause 44.

1A.4 PERMISSION TO TEACH TEACHERS

- 1A.4.1 A Permission to Teach Teacher will be paid not less than Teacher Level 1.
- 1A.4.2 Where a Permission to Teach Teacher receives full or provisional registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification in writing, to the employer.

1A.5 ACQUISITION OF ADDITIONAL QUALIFICATIONS

- 1A.5.1 A three, four or five year trained Teacher who acquires approved additional qualifications relevant to the Teacher's employment at the School (as determined by the Principal) is entitled to be credited with the equivalent of one year of experience for each qualification, provided that qualification is at least the equivalent of one full year course of study.
- 1A.5.2 The Teacher is required to notify the employer, in writing, of the acquisition of the qualification and provide evidence satisfactory to the employer of the acquisition of the qualification.
- 1A.5.3 When the Teacher gains the qualification at the end of a tertiary year, the advancement shall take effect from the commencement of the next school year. When the Teacher gains the qualification during the year, the advancement will take effect from the time the Teacher provides the School with the written advice and evidence of the qualification as above.

1A.6 SENIOR TEACHER POSITIONS

- 1A.6.1 Senior Teacher Positions will attract a salary as set out in Schedule 1B.2.
- 1A.6.2 Senior Teacher Positions will be appointed by the Principal.
- 1A.6.3 Senior Teachers will demonstrate a commitment to effective teaching and academic improvement and will exercise responsibilities (as determined by the Principal) in addition to those normally expected of a Teacher who is not a Senior Teacher.
- 1A.6.4 When a Senior Teacher Position becomes available, it will normally be advertised internally in the first instance, to allow internal opportunities for staff and to promote

career opportunities and progression development. Teachers currently appointed as a Senior Teacher will continue on their current tenure arrangements.

1A.6.5 A Teacher appointed to a Senior Teacher Position will have a tenure period of 3 years. If at the end of the period of tenure the Senior Teacher does not wish to continue in the role of Senior Teacher, they will return to the applicable Teacher Salary level.

1A.6.6 The Principal may at his/ her discretion make appointments to Senior Teacher Positions by direct appointment, if operational requirements demand.

1A.7 POSITIONS OF RESPONSIBILITY

1A.7.1 Positions of Responsibility Allowances are set out in Schedule 1.B.6.

1A.7.2 A Position of Responsibility Allowance will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care, educational leadership and/ or other duties, in addition to those usually required of Teachers by the Employer.

1A.7.3 A Position of Responsibility Allowance is linked to a position of responsibility rather than tied to the individual Teacher.

1A.7.4 When a Position of Responsibility becomes available, it will normally be advertised internally in the first instance to allow internal opportunities to promote career opportunities and progression development.

1A.7.5 The Principal may at his/ her discretion make appointments to Positions of Responsibility by direct appointment, if operational requirements demand.

1A.7.6 A Teacher appointed to a Position of Responsibility within Junior, Middle and Senior School will have a tenure period of 2 years.

1A.7.7 All staff undertaking a Position of Responsibility will be required to participate in Annual Performance Review and Development Plan processes.

1A.7.8 Where a Position of Responsibility is shared between two or more employees, the allowance will also be shared.

1A.7.9 Following the commencement of the Agreement, the School will develop and publish a set of guidelines elaborating on the process undertaken to determine when responsibility allowances will be payable and what level should be paid. Once developed, the School will maintain the guidelines for the life of the Agreement. However, the guidelines will not be incorporated into the Agreement and may be amended from time to time at the School's discretion.

SCHEDULE 1B: TEACHER STAFF SALARY INCREMENT SCALE

1B.1 TEACHER SALARY INCREMENT SCALES

Current Classification Levels	Current Salaries (as of (1/10/2021))	2022 Increase 3% (1/10/2022)	2023 Increase 2.4% (1/02/2023)	2024 Increase 2% (1/02/2024)	2025 Increase 2% (1/02/2025)
Teacher Level 1	\$76,078	\$78,360	\$80,241	\$81,846	\$83,483
Teacher Level 2	\$78,916	\$81,283	\$83,234	\$84,899	\$86,597
Teacher Level 3	\$81,792	\$84,246	\$86,268	\$87,993	\$89,753
Teacher Level 4	\$84,825	\$87,370	\$89,467	\$91,256	\$93,081
Teacher Level 5	\$87,995	\$90,635	\$92,810	\$94,666	\$96,559
Teacher Level 6	\$91,224	\$93,961	\$96,216	\$98,140	\$100,103
Teacher Level 7	\$94,570	\$97,407	\$99,745	\$101,740	\$103,775
Teacher Level 8	\$98,053	\$100,995	\$103,419	\$105,487	\$107,597
Teacher Level 9	\$101,712	\$104,763	\$107,277	\$109,423	\$111,611
Teacher Level 10	\$105,430	\$108,593	\$111,199	\$113,423	\$115,691
Teacher Level 11	\$114,079	\$117,501	\$120,321	\$122,727	\$125,182

1B.2 SENIOR TEACHER SALARY INCREMENT SCALES

Current Classification Levels	Current Salaries (as of (1/10/2021))	2022 Increase 3% (1/10/2022)	2023 Increase 2.4% (1/02/2023)	2024 Increase 2% (1/02/2024)	2025 Increase 2% (1/02/2025)
Experienced Teacher Level 1	\$119,440	\$123,023	\$125,976	\$128,496	\$131,066
Experienced Teacher Level 2	\$125,291	\$129,050	\$132,147	\$134,790	\$137,486
Experienced Teacher Level 3	\$134,859	\$138,905	\$142,239	\$145,084	\$147,986
Executive Teacher Level 1	\$137,657	\$141,787	\$145,190	\$148,094	\$151,056
Executive Teacher Level 2	\$145,073	\$149,425	\$153,011	\$156,071	\$159,192
Executive Teacher Level 3	\$157,675	\$162,405	\$166,303	\$169,629	\$173,022
Executive Teacher Level 4	\$160,786	\$165,610	\$169,585	\$172,977	\$176,437

1B.3 WEEKLY SALARY

The weekly salary is calculated by dividing the annual rate of pay by 52.18.

1B.4 ANNUAL LEAVE LOADING

The annual salary under clause 1B.1 and 1B.2 does not include annual leave loading.

1 B.5 CASUAL RATE OF PAY

Current Classification Levels	Current Salaries (as of (1/10/2021))	2022 Increase 3% (1/10/2022)	2023 Increase 2.4% (1/02/2023)	2024 Increase 2% (1/02/2024)	2025 Increase 2% (1/02/2025)
Per day	\$401.12	\$413.15	\$423.07	\$431.53	\$440.16

1B.6 INCREMENTAL PROGRESSION

1.B.6.1 All Employees under the Teacher Classification Scale will progress to the next incremental level as per clause 44.

1B.7 POSITIONS ATTRACTING RESPONSIBILITY ALLOWANCES

Levels	Allowance rate per annum
Responsibility Allowance A	\$2,500
Responsibility Allowance B	\$3,000
Responsibility Allowance C	\$4,000
Responsibility Allowance D	\$6,000
Responsibility Allowance E	\$9,000
Responsibility Allowance F	\$10,000
Responsibility Allowance G	\$15,000

SCHEDULE 2A: CLASSIFICATION OF BUSINESS SUPPORT SERVICES

2A.1 CLASSIFICATION STRUCTURE OF BUSINESS SUPPORT SERVICES

2A.1.1 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. When performance is checked, it is on assignment completion.
- 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. Performance will be measured against objectives.

2A.1.2 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.
- j) Postgraduate degree.
- k) A recognised postgraduate degree, over and above a degree as defined above.

NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

2A.1.3 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.
- c) **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.
- d) **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.
- e) **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.
- f) **Occupational equivalent:** Examples of occupations typically falling within each classification level.
- g) **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.

2A.2 CLASSIFICATIONS

2A.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.

ii) School Administration Services Grade 1

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry.
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures.
- Carrying out minor cash transactions including receipting, balancing and banking.
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering.
- Occupational equivalent: clerical assistant, data entry operator, front desk/reception assistant.

iii) School Operational Services Grade 1

- Performing general labouring tasks.
- Performing general gardening tasks, including preparing grounds and undertaking planting.
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control.
- Performing basic gardening and outdoor maintenance.
- Performing basic maintenance.
- Performing a range of industrial cleaning tasks.
- Moving furniture and equipment.
- Assisting in a school retail facility such as a canteen, uniform shop or book shop.
- Assisting trades personnel with manual duties.
- Taking general care of school vehicles, including driving buses with less than 25 passengers.
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment.
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays.
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts.
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces.

- Performing non-trade tasks incidental to the employee's work.
- Performing general laundry duties.
- Performing general house assistant duties in a boarding house, such as cleaning.
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials.
- Cleaning, dusting and polishing in classrooms or other public areas of the School.
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area.
- Performing ICT tier 1 activities under supervision.
- Occupational equivalent: cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant, service desk officer trainee, customer service officer trainee.

2A.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

b) Judgment, independence and problem solving

- Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

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:

- A skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- Completion of Year 12 without work experience;
- Completion of Certificates I or II with work related experience; or
- An equivalent combination of experience and training. An instructional services employee (sport) will have no or minimal coaching experience but will possess appropriate sporting discipline specific experience.

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.
- Caring for fauna and flora.
- 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 reference 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.
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances.
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances.
- 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.

iii) Wellbeing Services Grade 1

- Providing first aid services as the designated first aid officer in the School.
- Occupational equivalent: first aid officer.

iv) School Administration Services Grade 2

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.
- Occupational equivalent: clerical assistant.

v) School Operations Services Grade 2

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items.
- Undertaking general gardening tasks including the preparation and planting procedures.
- Laundry duties requiring the application of limited discretion.

- Operating, maintaining and adjusting turf machinery under general supervision.
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision.
- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.
- Driving a bus with a carrying capacity of 25 or more passengers.
- Performing ICT tier 1 activities autonomously.
- Occupational equivalent: non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver, junior service desk officer, junior customer service officer.

vi) Instructional Services Grade 1

- Providing assistance to sporting teams/squads under the supervision of a Teacher or an instructional services employee (Level 3 or above).
- Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events.
- Occupational equivalent: Sports assistant.

2A.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:

- Completion of a trades certificate or Certificate III;
- Completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in Schedule 2A.2.2(d)(i) to (iii) and/or appropriate sporting discipline specific experience.

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.
- Provision of more complex student assistance.
- Providing the coordination of support staff in sub-schools
- Occupational equivalent: specialist teacher assistant, student services co-ordinator.

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.

iii) School Administration Support Services Grade 3

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand.
- Managing enquiries from students, parents, employees and the general public.
- Entering financial data into computers and preparing financial and management reports for review and authorisation.
- Preparing and processing payroll within routines, methods and procedures.
- Undertaking bank and ledger reconciliations.
- Assisting with preparation of internal and external publications.
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence.
- Preparing government and statutory authority returns for authorisation.
- Occupational equivalent: administration assistant, office supervisor, accounts clerk, school secretary (small school).

iv) School Operation Services Grade 3

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services.
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds.
- Responsibility for operating the School canteen, uniform shop or book shop, including supervision of employees and volunteers.
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery.
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate.
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager.
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports.
- Responsibility for the security and basic maintenance of school property.
- Performing ICT tier 1 and 2 activities autonomously.
- Providing ICT project support as required.
- Performing Information Systems support under supervision.
- Occupational equivalent: tradesperson, retail function co-ordinator, security officer, caretaker, service desk officer, customer service officer, junior information systems officer.

v) Instructional Services Grade 2

- Providing assistance to individuals and/or sporting teams/squads under the supervision of a Teacher or an instructional services employee (Level 3 or above).
- Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events.
- Occupational equivalent: Sports assistant, assistant sports coach.

2.2.4 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 range 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 liaising 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;
 - a. completion of a Certificate III with extensive relevant work experience; or
 - b. an equivalent combination of relevant experience and/or education/training.

For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clause 2A.2.4(d)(i) to (iv) and/or appropriate sporting discipline specific experience.

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, careers placement officer.

ii) Wellbeing services grade 2

- Providing support and guidance to students.
- Providing welfare services to students.
- Occupational equivalent: youth welfare officer.

iii) School administration services grade 4

- Responsibility for the smooth and efficient financial administration of a small school.
- Responsibility for both secretarial and financial administration of a school office in a small school.
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level.
- Planning and setting up spreadsheets and database applications.
- Initiating and handling correspondence, which may include confidential correspondence.
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures.
- Applying inventory and purchasing control procedures.

- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations.
- Controlling the purchasing and storage for a discrete function.
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users.
- Preparing complex financial and administrative systems.
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required.
- Occupational equivalent: senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), principal's secretary, school development officer.

iv) School operational services grade 4

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation.
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance.
- Deputising for the manager if absent, including undertaking all duties.
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques.
- Performing ICT tier 1 and 2 activities autonomously.
- Performing ICT tier 3 activities under supervision.
- Performing Information Systems support autonomously.
- Occupational equivalent: advanced tradesperson, head grounds person (medium or large school), Senior service desk officer, junior systems administrator, information systems officer.

v) Instructional services grade 3

- Coaching, including developing sports training sessions and programs, for individuals and/or teams/squads in various sporting disciplines.
- Supervising instructional services employees (Levels 1 and/or 2).
- Instructing individual students as part of an extra-curricula instrumental music program.
- Providing assistance in the training and coaching of individuals and teams in various sporting disciplines.
- Occupational equivalent: instrumental music tutor, sports coach, senior assistant sports coach.

2A.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. Being responsible for co-ordinating a team to provide an administrative service.

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.

For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses 2A.2.5(d)(i) to (iv) and/or appropriate sporting discipline specific experience.

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.
- Oversee a number of School laboratories.
- Occupational equivalent: professional assistant, senior laboratory technician.

ii) School administration services grade 5

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions.
- Providing designated support to senior management and associated committees concerning designated aspects of school management.
- Overseeing the operations of the School's office and other administrative activities.
- Ensuring deadlines and targets are met.
- Preparing the accounts of the School to operating statement stage and assisting in the formulating of period and year end entries.
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods.
- Occupational equivalent: human resources officer, office supervisor (large school), school development officer, systems administrator.

iii) School operational services grade 5

- Managing a range of functions and teams.
- Performing ICT tier 3 activities autonomously.
- Occupational equivalent: assistant property manager (large school), property manager (medium school), senior information systems officer, service desk manager.

iv) Instructional services grade 4

- Coaching individuals and/or sporting teams/squads, including developing and implementing individual and/or team specific training sessions and programs
- Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program.
- Coaching and trains sporting teams for external competition.

- Occupational equivalent: music tutor, sports coach, trainer senior sports coach.

2A.2.6 LEVEL 6

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

a) Competency

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

b) Judgment, independence and problem solving

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

c) Level of supervision

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general employees. Supervision is present to review established objectives.

d) Training level or qualifications

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

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

For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses 2A. 2.6(d)(i) to (ii) and/or appropriate sporting discipline specific experience.

e) Typical activities

i) Wellbeing services grade 3

- Performing guidance and counselling, within defined accountabilities.
- Providing specialist health services and/or therapy services to students.
- Occupational equivalent: psychologist, speech therapist, occupational Therapist.

ii) School administration services grade 6

- Operating and being responsible for a structurally and/or operationally define section.
- Providing professional advice to students and employees on the employee's area of expertise.
- Responsibility for professional development of other employees.
- Contributing to operational and strategic planning in the area of responsibility.
- Occupational equivalent: public relations manager/director, school development manager.

iii) School operational services grade 6

- Managing a range of functions and teams.
- Managing critical ICT services and overseeing a team dedicated to that delivery.
- Occupational equivalent: property manager, information systems manager.

iv) Instructional services grade 5

- Managing and delivering the full coaching/training program or a significant distinct part of a coaching/training program for one or more sporting disciplines.
- Supervising employees, including instructional services employees (Levels 1, 2, 3 and/or 4) or coaching (individuals, squads and/or teams) and managing sporting facilities.
- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these.
- Supervising other coaching staff and managing sporting facilities.
- Occupational equivalent: choir master, conductor, head coach.

2A.2.7 LEVEL 7

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

a) Competency

- i) Within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- ii) An employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the employee may be a recognised authority in a specialised area.

b) Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

c) Level of supervision

Broad direction. May manage other employees including general employees.

d) Training level or qualifications

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

- i) A degree with at least four years of subsequent relevant experience;
- ii) Extensive experience and management expertise in technical or administrative fields; or

iii) An equivalent combination of relevant experience and/or education/training.

e) Typical activities

i) Wellbeing services grade 4

- Managing counselling services with more than one psychologist under supervision.
- Occupational equivalent: head of school counselling (small or medium school), senior therapist.

ii) School administration services grade 7

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

2A.2.8 LEVEL 8

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

a) Competency

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

b) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

d) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- ii) extensive experience and management expertise; or
- iii) an equivalent combination of relevant experience and/or education/training.

e) Typical activities

i) Wellbeing services grade 5

- Manages a counselling or multi-disciplinary service in a large school.
- Occupational equivalent: manager of counselling services.

ii) School administration services grade 8

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school.
- Undertaking the role of an assistant bursar in a large school.

- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level.
- Occupational equivalent: director of information communication technology,, assistant bursar (large school).

SCHEDULE 2B: SALARIES (BUSINESS SUPPORT SERVICES EMPLOYEE WITH SCHOOL HOLIDAYS)

2B.1 ANNUAL SALARY

2B.1.1 A Full Time Business Support Services Employee in receipt of School Holidays will be paid not less than the relevant salary specified for the Business Support Services classification and experience level.

Classification Levels	Current Salaries (as of (1/10/2021))	3% increase (1/10/2022)	2.4 % increase (1/02/2023)	2 % increase (1/02/2024)	2% increase (1/02/2025)
BSS B1.1	\$49,709	\$51,200	\$52,429	\$53,478	\$54,548
BSS B1.2	\$50,630	\$52,149	\$53,401	\$54,469	\$55,558
BSS B1.3	\$51,641	\$53,190	\$54,467	\$55,556	\$56,667
BSS B1.4	\$52,707	\$54,288	\$55,591	\$56,703	\$57,837
BSS B1.5	\$53,664	\$55,274	\$56,601	\$57,733	\$58,888
 					
BSS B2.1	\$54,767	\$56,410	\$57,764	\$58,919	\$60,097
BSS B2.2	\$55,850	\$57,526	\$58,907	\$60,085	\$61,287
BSS B2.3	\$56,962	\$58,671	\$60,079	\$61,281	\$62,507
BSS B2.4	\$58,072	\$59,814	\$61,250	\$62,475	\$63,725
BSS B2.5	\$59,192	\$60,968	\$62,431	\$63,680	\$64,954
 					
BSS B3.1	\$59,192	\$60,968	\$62,431	\$63,680	\$64,954
BSS B3.2	\$60,185	\$61,991	\$63,479	\$64,749	\$66,044
BSS B3.3	\$61,359	\$63,200	\$64,717	\$66,011	\$67,331
BSS B3.4	\$62,551	\$64,428	\$65,974	\$67,293	\$68,639
BSS B3.5	\$63,744	\$65,656	\$67,232	\$68,577	\$69,949
 					
BSS B4.1	\$65,640	\$67,609	\$69,232	\$70,617	\$72,029
BSS B4.2	\$66,940	\$68,949	\$70,604	\$72,016	\$73,456
BSS B4.3	\$68,241	\$70,288	\$71,975	\$73,415	\$74,883
BSS B4.4	\$69,578	\$71,665	\$73,385	\$74,853	\$76,350
BSS B4.5	\$70,878	\$73,005	\$74,757	\$76,252	\$77,777
 					
BSS B5.1	\$74,943	\$77,191	\$79,044	\$80,625	\$82,238
BSS B5.2	\$76,478	\$78,772	\$80,663	\$82,276	\$83,922
BSS B5.3	\$77,959	\$80,297	\$82,224	\$83,868	\$85,545
BSS B5.4	\$79,458	\$81,841	\$83,805	\$85,481	\$87,191
BSS B5.5	\$80,939	\$83,367	\$85,368	\$87,075	\$88,817
 					
BSS B6.1	\$81,734	\$84,186	\$86,206	\$87,930	\$89,689
BSS B6.2	\$83,360	\$85,860	\$87,921	\$89,679	\$91,473
BSS B6.3	\$85,004	\$87,554	\$89,655	\$91,448	\$93,277
BSS B6.4	\$86,611	\$89,209	\$91,350	\$93,177	\$95,041
BSS B6.5	\$88,236	\$90,883	\$93,064	\$94,925	\$96,824
 					
BSS B7.1	\$90,224	\$92,931	\$95,161	\$97,064	\$99,005
BSS B7.2	\$92,066	\$94,828	\$97,104	\$99,046	\$101,027

BSS B7.3	\$93,872	\$96,688	\$99,009	\$100,989	\$103,009
BSS B7.4	\$95,697	\$98,568	\$100,934	\$102,953	\$105,012
BSS B7.5	\$97,440	\$100,363	\$102,772	\$104,827	\$106,924
BSS B8.1	\$110,255	\$113,563	\$116,289	\$118,615	\$120,987

2B.2 WEEKLY SALARY

2B.2.1 The weekly salary is calculated by dividing the annual salary by 52.18.

2B.3 ANNUAL LEAVE LOADING

2B.3.1 The annual salary under schedule 2B.1.1 does not include annual leave loading.

2B.4 PART TIME SALARY

2B.4.1 A part time Business Support Services Employee will be paid pro rata of the salary that the Business Support Services Employee would be entitled to receive if employed as a full time Business Support Services Employee. The pro rata weekly salary is calculated using the following formula:

Total hours employed per week x appropriate full-time weekly salary 37.5.

2B.5 INCREMENTAL ADVANCEMENT

2B.5.1 All Employees under the Business Support Services classification scale will progress to the next incremental level as per clause 44.

2B.6 CASUAL RATE OF PAY

2B.6.1 A Casual Business Support Services Employee will be paid an hourly rate of pay calculated as follows:

Weekly Salary in Schedule 2C for 1st year of adult experience for the appropriate grade x 1.25
37.5

2B.6.2 The 25 per cent loading incorporated in the rate of pay for a casual Business Support Services Employee is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

2B.7 INSTRUMENTAL MUSIC TUTORS

2B.7.1 Instrumental Music Teachers can be engaged in a number of ways and are not considered classroom Teachers.

2B.7.2 Instrumental Music Tutors form part of the Business Support Services Team.

2B.7.3 Instrumental Music Tutors are classified in accordance with the classification structure set out in Schedule 2A, but are paid in accordance with the rates of pay set out under Schedule 2B.7.6.

2B.7.4 Instrumental Music Tutors are required to undertake all tasks under the direction and supervision of the Head of School including, but not limited to:

- a) Individual or small group instrumental tuition;
- b) Ensemble or conducting work; and
- c) Face to face classroom instruction of instrumental groups under the direction of the Head of Faculty.

2B.7.5 Instrumental Music Tutor attendance:

- a) Instrumental Music Tutor are expected to attend School events as requested including music events.
- b) If a casual Instrumental Music Tutors attendance is required at School staff days at the commencement of a school year or school terms, the employee will be paid in accordance with the classification structure set out in Schedule 2A. In addition, attendance at whole of staff members and professional learning sessions is optional and unpaid, however staff are encouraged to attend.
- c) Instrumental Music Tutors that are requested to participate in additional planning meetings or administration, additional to standard tasks beyond that of an Instrumental Music Tutor position, will be remunerated at the equivalent of BSS C5.1, refer to Schedule 2A of the BSS rate. This is intended to usually be before, during or after a usual day of tutoring. For the purposes of this clause, additional planning meetings or additional administration relates to, but not limited to School professional development sessions and administration days.

2B.7.6 Overview of Instrumental Music Tutor Rates of Pay:

Classification Level and Increment Point	Current Hourly Rate (as of (1/10/2021))	2022 Increase 3% (1/10/2022)	2023 Increase 2.4% (1/02/2023)	2024 Increase 2% (1/02/2024)	2025 Increase 2% (1/02/2025)
BSS C5.1 (Administration)	\$41.49	\$42.73	\$43.76	\$44.64	\$45.53
Instrumental Music Tutor (hourly rate for all related duties as per clause X)	\$73.95	\$76.17	\$77.78	\$79.56	\$81.15

2B.7.7 Teaching Employees involved in instrumental tuition and employed as Teachers will have the fraction of Full Time Equivalent work calculated in accordance with School operational processes and paid as per their current Teacher salary under Schedule 1B.1.

2B.8 JUNIOR SALARY

2B.8.1 A Junior Employee appointed at classification Level 1, 2 or 3 is to be paid at the following percentage of the appropriate adult rate for the position performed.

<u>Age</u>	<u>Percentage of full-time rate</u>
Under 17 years	50%
At 17 years	60%
At 18 years	70%
At 19 years	80%
At 20 years	90%

SCHEDULE 2C: SALARIES (BUSINESS SUPPORT SERVICES EMPLOYEE WITH ANNUAL LEAVE)

2C.1 ANNUAL SALARY

2C.1.1 A full time Business Support Services Employee in receipt of annual leave will be paid not less than the relevant salary specified for the Business Support Services classification and experience level.

Classification Levels	Current Salaries	3% increase (1/10/2022)	2.4 % increase (1/02/2023)	2 % increase (1/02/2024)	2% increase (1/02/2025)
BSS C1.1	\$53,850	\$55,466	\$56,797	\$57,933	\$59,092
BSS C1.2	\$54,848	\$56,493	\$57,849	\$59,006	\$60,186
BSS C1.3	\$55,943	\$57,621	\$59,004	\$60,184	\$61,388
BSS C1.4	\$57,098	\$58,811	\$60,222	\$61,426	\$62,655
BSS C1.5	\$58,135	\$59,879	\$61,316	\$62,542	\$63,793
 					
BSS C2.1	\$59,329	\$61,109	\$62,576	\$63,828	\$65,105
BSS C2.2	\$60,503	\$62,318	\$63,814	\$65,090	\$66,392
BSS C2.3	\$61,707	\$63,558	\$65,083	\$66,385	\$67,713
BSS C2.4	\$62,910	\$64,797	\$66,352	\$67,679	\$69,033
BSS C2.5	\$64,123	\$66,047	\$67,632	\$68,985	\$70,365
 					
BSS C3.1	\$64,123	\$66,047	\$67,632	\$68,985	\$70,365
BSS C3.2	\$65,199	\$67,155	\$68,767	\$70,142	\$71,545
BSS C3.3	\$66,471	\$68,465	\$70,108	\$71,510	\$72,940
BSS C3.4	\$67,762	\$69,795	\$71,470	\$72,899	\$74,357
BSS C3.5	\$69,054	\$71,126	\$72,833	\$74,290	\$75,776
 					
BSS C4.1	\$71,108	\$73,241	\$74,999	\$76,499	\$78,029
BSS C4.2	\$72,517	\$74,693	\$76,486	\$78,016	\$79,576
BSS C4.3	\$73,926	\$76,144	\$77,971	\$79,530	\$81,121
BSS C4.4	\$75,374	\$77,635	\$79,498	\$81,088	\$82,710
BSS C4.5	\$76,783	\$79,086	\$80,984	\$82,604	\$84,256
 					
BSS C5.1	\$81,186	\$83,622	\$85,629	\$87,342	\$89,089
BSS C5.2	\$82,849	\$85,334	\$87,382	\$89,130	\$90,913
BSS C5.3	\$84,453	\$86,987	\$89,075	\$90,857	\$92,674
BSS C5.4	\$86,077	\$88,659	\$90,787	\$92,603	\$94,455
BSS C5.5	\$87,682	\$90,312	\$92,479	\$94,329	\$96,216
 					
BSS C6.1	\$88,543	\$91,199	\$93,388	\$95,256	\$97,161
BSS C6.2	\$90,304	\$93,013	\$95,245	\$97,150	\$99,093
BSS C6.3	\$92,085	\$94,848	\$97,124	\$99,066	\$101,047
BSS C6.4	\$93,826	\$96,641	\$98,960	\$100,939	\$102,958
BSS C6.5	\$95,587	\$98,455	\$100,818	\$102,834	\$104,891
 					
BSS C7.1	\$97,740	\$100,672	\$103,088	\$105,150	\$107,253
BSS C7.2	\$99,736	\$102,728	\$105,193	\$107,297	\$109,443
BSS C7.3	\$101,692	\$104,743	\$107,257	\$109,402	\$111,590

BSS C7.4	\$103,669	\$106,779	\$109,342	\$111,529	\$113,760
BSS C7.5	\$105,557	\$108,724	\$111,333	\$113,560	\$115,831
BSS C8.1	\$119,440	\$123,023	\$125,976	\$128,496	\$131,066

2C.1.2 A Business Support Services Employee employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than the relevant Level 1 salary.

2C.2 WEEKLY SALARY

2C.2.1 The weekly salary is calculated by dividing the annual salary by 52.18.

2C.3 ANNUAL LEAVE LOADING

2C.3.1 The annual salary under schedule 2C.1.1 does not include annual leave loading.

2C.4 PART TIME SALARY

2C.4.1 A part-time employee is paid per hour worked an amount not less than 1/38th of the weekly rate of appropriate to the employee's classification.

2C.5 INCREMENTAL ADVANCEMENT

2C5.1 All Employees under the Business Support Services (with annual leave) classification scale will progress to the next incremental level as per clause 44.

2C.6 CASUAL RATE OF PAY

2C.6.1 A casual Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the class of work performed plus 25 per cent.

2C.7 JUNIOR SALARY

2C.7.1 A Junior Employee appointed at classification Level 1, 2 or 3 is to be paid at the following percentage of the appropriate adult rate for the position performed.

<u>Age</u>	<u>Percentage of full-time rate</u>
Under 17 years	50%
At 17 years	60%
At 18 years	70%
At 19 years	80%
At 20 years	90%

SCHEDULE 2D: CLASSIFICATION STRUCTURE BUSINESS SUPPORT SERVICES

2D.1 CLASSIFYING POSITIONS

2D.1.1 The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the principal functions of the position required to be exercised by the Business Support Services Employee, as determined by the Employer.

2D.1.2 Upon commencement of employment, the Employer will advise the Business Support Services Employee in writing, of the classification level of the Business Support Services Employee's position of employment.

2D.2 RECLASSIFICATION

2D.2.1 An Employee may apply to progress to another level or seek reclassification if regularly called upon to perform a substantial proportion of duties appropriate to the higher level. The School will examine the skills utilised and the duties performed by the Employee.

2D.2.2 Where an application is made to progress to a higher level, the School shall determine the application within two (2) months of receipt of the application.

2D.2.3 Progression to a higher level shall take place from the first full pay period on or after the application has been approved by the School.

2D.2.4 The Employee shall be placed on the first step of the new level following reclassification.

SCHEDULE 3A: EARLY CHILDHOOD EDUCATOR CLASSIFICATION STRUCTURE

3A.1 CLASSIFYING POSITIONS

3A.1.1 The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the principal functions of the position required to be exercised by the Early Childhood Educator as determined by the Employer.

3A.1.2 Upon commencement of employment, the Employer will advise the Early Childhood Educator Employee in writing of the classification level of the Early Childhood Educator Employee's position of employment.

3A.2 EARLY CHILDHOOD EDUCATOR DESCRIPTORS

LEVEL 1

An Employee who has completed a Diploma in Children's Services as recognised by licensing authorities and is appointed as the person in charge of a group of children in the age range from birth to 5 years or an employee who is appointed as an Authorised Supervisor (as defined in the *Children and Young Persons (Care and Protection) Act 1998* (NSW)).

Indicative Duties

- Responsible for ensuring a safe environment is maintained for both staff and children.
- Responsible for ensuring that records are maintained accurately for each child in their care.
- Develop, implement and evaluate daily care routines.
- Ensure that the centre or service's policies and procedures are adhered to.
- Liaise with families.
- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified employees.
- Working with individual children with particular needs, under direction.
- Assisting in the direction of untrained employees.
- Undertaking and implementing the requirements of quality assurance.
- Working in accordance with food safety regulations.

SCHEDULE 3B: SALARIES (EARLY CHILDHOOD EDUCATOR)

3B.1 ANNUAL SALARY

3B.1.1 A full time Early Childhood Educator is entitled to be paid not less than the following annual salary relevant to Employee's classification.

Classification Level and Increment Point	Current Salaries (as per the Children Services Award)	2022 Increase 3% (1/10/2022)	2023 Increase 2.4% (1/02/2023)	2024 Increase 2% (1/02/2024)	2024 Increase 2% (1/02/2025)
ECE Level 1.1	\$57,078	\$60,460	\$61,911	\$63,149	\$64,412
ECE Level 1.2	\$57,939	\$61,990	\$63,478	\$64,747	\$66,042
ECE Level 1.3	\$58,800	\$63,544	\$65,069	\$66,370	\$67,698
ECE Level 1.4		\$65,110	\$66,673	\$68,006	\$69,366
ECE Level 1.5		\$66,694	\$68,295	\$69,661	\$71,054
ECE Level 1.6		\$68,275	\$69,914	\$71,312	\$72,738

3B.2 WEEKLY SALARY

3B.2.1 The weekly salary is calculated by dividing the annual rate of pay by 52.18.

3B.3 ANNUAL LEAVE LOADING

3B.3.1 The annual salary under clause 3B.1.1 does not include annual leave loading.

3B.4 PART TIME SALARY

3B.4.1 A part time employee is paid per hour worked an amount not less than 1/38th of the weekly rate of appropriate to the Employee's classification.

3B.5 CASUAL RATE OF PAY

3B.5.1 A casual Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the class of work performed plus 25 per cent.

3B.5.2 All Employees in this classification will progress to the next incremental level as per clause 44.

SCHEDULE 4A: NURSING SERVICES CLASSIFICATION STRUCTURE

4A.1 CLASSIFYING POSITIONS

4A.1.1 The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the principal functions of the position required to be exercised by the Nursing Services Employee as determined by the Employer.

4A.1.2 Upon commencement of employment, the Employer will advise the Nursing Services in writing of the classification level of the Nursing Services Employee's position of employment.

4A.2 NURSING SERVICES DESCRIPTORS

LEVEL 1

An Employee at this level promotes the optimal health, wellbeing and development of students in a school setting. Employees at this level are qualified, Registered Nurse.

Indicative Duties:

- Demonstrates high levels of autonomous and independent practice within the School setting.
- Provides timely, high-quality and evidence-based primary health care to students.
- Undertakes comprehensive health assessments, plans and evaluates ongoing care to promote the health, wellbeing and development of individual students.
- Develops, implements and evaluates health education and promotion programs in response to identified health priorities in schools and in collaboration with School community.
- Actively promotes primary health care within the education curriculum.
- Promote optimal student health in the following areas:
 - i) Alcohol;
 - ii) Drugs;
 - iii) Mental health and wellbeing;
 - iv) Sexual health;
 - v) Physical health; and
 - vi) Healthy eating.
- Makes early identification, timely intervention and referral for students and families at risk or experiencing vulnerability.
- Where clinically indicated, conducts health and development assessments on all school entrants with the consent of parents or guardians.
- Contributes as an integral member of the student health and wellbeing team to promote a social view of health.
- Communicates effectively with students, their families, the School community and with other health practitioners and service providers.
- Provides health advice and acts as a clinical resource to the School community.
- Recognises where it is appropriate to make referrals to health practitioners and to other service providers to meet the individual healthcare needs of students.
- Facilitates links between the School community and relevant primary health care services.
- Delivers individual health counselling to meet the health care needs of individual students and to promote their optimal health and wellbeing.
- Communicates with Wellbeing Team including attending WAM meetings as required.
- Attends camps, excursions and School events as required. Oversee the organisation of medical needs to students when attending, including liaising

with staff and families regarding student medical needs and coordinating appropriate first aid.

- Ensure School and nursing competencies are completed annually and are enforced in daily practice.
- Supports the Management stream with uploading best practice.
- Occupational equivalent: registered nurse.

LEVEL 2

An Employee at this level is responsible for the coordination and management of the health centre across the School and provides clinical nursing leadership to registered nurses and/or other Employees within the Health Centre. Employees at this level are qualified, Registered Nurse.

Indicative Duties:

- Managing and overseeing the day-to-day operations of a Health Centre.
- Oversee the allocation of staff to all campuses and/ or School activities as required. e.g. camps.
- Leading and managing the implementation of whole-school improvement strategies related to health and wellbeing.
- Contributes to quality improvement activities to improve the health outcomes for students.
- Leading and managing the provision of professional development activities within the school community which relate to health and wellbeing.
- Leading and managing staff performance and development for registered and enrolled nurses, and/or other staff within the Health Centre.
- Leading the development of policy and procedure relating to health and wellbeing.
- Demonstrates high levels of autonomous nursing practice, and expertise in school nursing.
- In addition to coordinating and managing a Health Centre, undertakes the activities and responsibilities of a Level 1 classification.
- Consults with Senior Leadership Team regarding delivery of projects, services and advice to ensure objectives and timelines are met.
- Occupational equivalent: health centre manager.

SCHEDULE 4B: SALARIES (NURSING SERVICES EMPLOYEE)

4B.1 ANNUAL SALARY

4B.1.1 A Full Time Nursing Services Employee in receipt of School Holidays will be paid not less than the relevant salary specified for the Nursing Services classification and experience level.

Classification Levels	Current Salaries (as of (1/10/2021))	3% increase (1/10/2022)	2.4 % increase (1/02/2023)	2 % increase (1/02/2024)	2% increase (1/02/2025)
NS 1.1	\$90,496	\$93,211	\$95,448	\$97,357	\$99,304
NS 1.2	\$93,526	\$96,332	\$98,644	\$100,617	\$102,629
NS 1.3	\$96,660	\$99,560	\$101,950	\$103,989	\$106,068
NS 1.4	\$99,898	\$102,895	\$105,364	\$107,471	\$109,621
NS 1.5	\$103,244	\$106,341	\$108,894	\$111,072	\$113,293
NS 1.6	\$106,702	\$109,903	\$112,541	\$114,791	\$117,087
NS 2.0					
NS 2.1	\$110,278	\$113,586	\$116,312	\$118,639	\$121,011
NS 2.2	\$113,973	\$117,392	\$120,209	\$122,613	\$125,066
NS 2.3	\$117,791	\$121,325	\$124,236	\$126,721	\$129,255
NS 2.4	\$121,738	\$125,390	\$128,399	\$130,967	\$133,587
NS 2.5	\$125,907	\$129,684	\$132,797	\$135,453	\$138,162
NS 2.6	\$130,077	\$133,979	\$137,194	\$139,938	\$142,737

4B.2 WEEKLY SALARY

4B.2.1 The weekly salary is calculated by dividing the annual salary by 52.18.

4B.3 ANNUAL LEAVE LOADING

4B.3.1 The annual salary under schedule 4B.1.1 does not include annual leave loading.

4B.4 PART TIME SALARY

4B.4.1 A part time Nursing Services Employee will be paid pro rata of the salary that the Nursing Services Employee would be entitled to receive if employed as a full time Nursing Services Employee. The pro rata weekly salary is calculated using the following formula:

Total hours employed per week x appropriate full-time weekly salary 37.5.

4B.5 INCREMENTAL ADVANCEMENT

4B.5.1 All Employees under the Nursing Services classification scale will progress to the next incremental level as per clause 44.

2B.6 CASUAL RATE OF PAY

2B.6.1 A Casual Nursing Services Employee will be paid an hourly rate of pay calculated as follows:

Weekly Salary in Schedule 2C for 1st year of adult experience for the appropriate grade x 1.25
37.5

2B.6.2 The 25 per cent loading incorporated in the rate of pay for a casual Nursing Services Employee is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.