



# DECISION

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

**Camberwell Anglican Girls' Grammar School**  
(AG2021/8309)

## **CAMBERWELL ANGLICAN GIRLS' GRAMMAR SCHOOL (TEACHERS) AGREEMENT 2021**

Educational services

COMMISSIONER O'NEILL

MELBOURNE, 23 NOVEMBER 2021

*Application for approval of the Camberwell Anglican Girls' Grammar School (Teachers) Agreement 2021*

[1] Camberwell Anglican Girls' Grammar School has applied for approval of an enterprise agreement known as the *Camberwell Anglican Girls' Grammar School (Teachers) Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) and 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] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 30 November 2021. The nominal expiry date of the Agreement is 31 December 2023.



COMMISSIONER

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## Camberwell Anglican Girls' Grammar School (Teachers) Agreement 2021

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## Part 1 – Application and Operation

### 1. Title

This Agreement is to be known as the Camberwell Anglican Girls' Grammar School (Teachers) Agreement 2021 (the Agreement) and is a single enterprise agreement made pursuant to s.172 (2) of the Fair Work Act 2009 (Cth) (the Act).

### 2. Commencement and period of operation

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

The nominal expiry date of the Agreement is 31 December 2023.

### 3. Definitions and interpretation

<b>Act</b>	means the Fair Work Act 2009 (Cth) or its successor
<b>Award</b>	means the Educational Services (Teachers) Award 2020 or its successor
<b>Continuous Service</b>	means the definition of continuous service set out in s.22 of the Act
<b>Employer</b>	means Camberwell Anglican Girls' Grammar School, ABN 79 004 166 349
<b>FWC</b>	means the Fair Work Commission or its successor
<b>Immediate family</b>	means <ul style="list-style-type: none"> <li>• a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Teacher, or</li> <li>• a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Teacher,</li> </ul> where: <ul style="list-style-type: none"> <li>• a de facto partner of a Teacher means a person who, although not legally married to the Teacher, lives with the Teacher in a relationship as a couple on a genuine domestic basis (whether the Teacher and the person are of the same sex or different sexes)</li> <li>• a child means an adopted child, a step child or an ex-nuptial child of the Teacher or of the Teacher's spouse or de facto partner</li> </ul>
<b>NES</b>	means the National Employment Standards as contained in Part 2-2 of the Act
<b>Non-term weeks</b>	means weeks, or part thereof, in the School year other than term weeks and includes periods designated as school holidays for students
<b>Principal</b>	means the Principal of Camberwell Anglican Girls' Grammar School or his or her nominee
<b>Registered Health Practitioner</b>	means a person registered in accordance with the Health Practitioner Regulation National Law (Victoria) Act 2009 (Vic) or its successor





<b>School year</b>	means the period of 12 months commencing from the day the Teachers are required to attend the school for the new educational year, as determined by the school, and includes Term weeks and Non-term weeks. Non-term weeks will be no less than those provided by the Department of Education and Training Victoria
<b>Teacher</b>	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching in accordance with the Education and Training Reform Act 2006 (Vic) (or its successor) and is employed to teach an educational program. This definition includes a School Teacher employed to teach an educational program in the Junior School and Senior School, an Early Childhood Teacher who is employed to teach three, four and/or five-year-old children in the early learning program, including a Teacher employed as a director of an early learning program and a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
<b>Term weeks</b>	means the weeks, or part thereof, in the School year that students are required to attend school and designated student free days as set out in the school calendar of the School
<b>Victorian Institute of Teaching</b>	means the statutory authority for the registration of Teachers established pursuant to the Education and Training Reform Act 2006 (Vic) or its successor

#### 4. Coverage

4.1 This Agreement covers:

- (a) the Employer; and
- (b) Teachers employed pursuant to the Award.

4.2 This Agreement does not cover:

- (a) Teachers excluded from coverage under the Award by cl.4.6 of the Award;
- (b) any Teacher who earns more than the high-income threshold as defined by s.333 of the Act as amended pursuant to the Fair Work Regulations 2009 (Cth) from time to time; and

#### 5. Relationship to the Award

5.1 This Agreement operates in conjunction with the Award.

5.2 Where this Agreement prescribes different or inconsistent terms and conditions from the Award, this Agreement will prevail to the extent of the difference or inconsistency.

#### 6. No extra claims

6.1 The Employer and Teachers agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Teachers, and that no further claims will be made prior to the nominal expiry date as set out in cl.2.2 hereof.





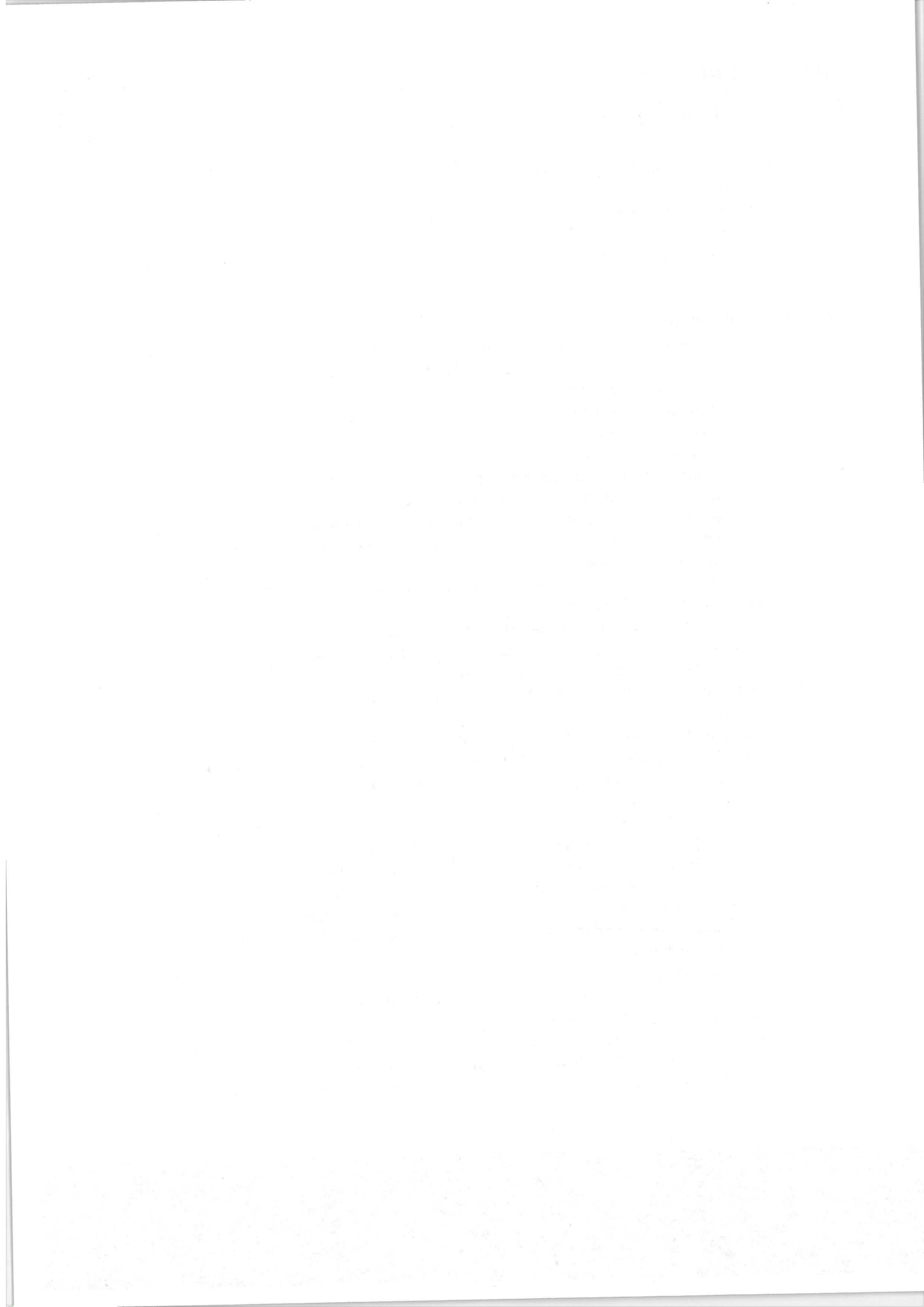


## 7. The National Employment Standards

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

## 8. Agreement flexibility

- 8.1 An Employer and Teacher covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) allowances;
    - (iii) leave loading; and
  - (b) the arrangement meets the genuine needs of the Employer and Teacher in relation to one or more of the matters mentioned in paragraph (a);
  - (c) the arrangement is genuinely agreed to by the Employer and Teacher. An agreement under this clause can only be entered into after the individual Teacher has commenced employment with the Employer.
- 8.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under s.172 of the Act; and
  - (b) are not unlawful terms under s.194 of the Act; and
  - (c) result in the Teacher being better off overall at the time the agreement is made than the Teacher would be if no arrangement was made.
- 8.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Employer and Teacher; and
  - (c) is signed by the Employer and Teacher and if the Teacher is under 18 years of age, signed by a parent or guardian of the Teacher; and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - (iv) states the day on which the arrangement commences.
- 8.4 The Employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The Employer or Teacher may terminate the individual flexibility arrangement:
- (a) by giving 13 weeks' written notice to the other party to the arrangement; or
  - (b) if the Employer and Teacher agree in writing — at any time.
- Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause are not met, then the agreement may be terminated by either the Teacher or the Employer, giving written notice of not more than 13 weeks (see s.145 of the Fair Work Act 2009 (Cth)).





## Part 2 – Consultation and Dispute Resolution

### 9. Consultation

9.1 This clause applies if the Employer:

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

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

### Consultation regarding major workplace change

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

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

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

9.4 If:

- (a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation, and
- (b) the Teacher or Teachers advise the Employer of the identity of the representative, the Employer must recognise the representative.

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

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

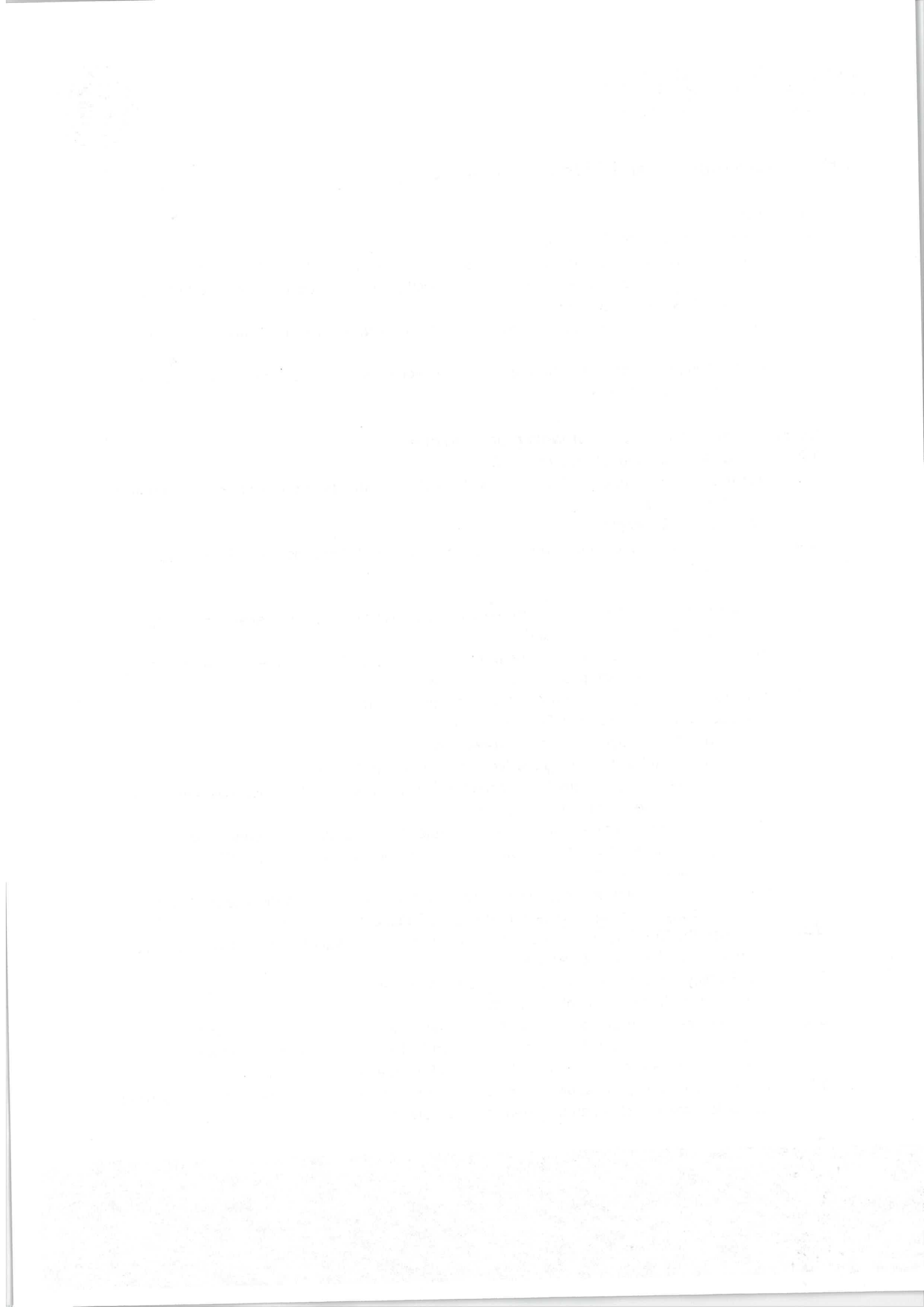
9.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.

9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Teachers.

9.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl.9.2(a) and cl.9.3 and 9.5 are taken not to apply.

9.9 In this clause, a major change is likely to have a significant effect on Teachers if it results in:

- (a) the termination of the employment of Teachers; or





- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Teachers; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Teachers; or
- (f) the need to relocate Teachers to another workplace; or
- (g) the restructuring of jobs.

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

- 9.10** For a change referred to in cl.9.1(b):
- (a) the Employer must notify the relevant Teachers of the proposed change; and
  - (b) cl.9.11 to 9.15 apply.
- 9.11** The relevant Teachers may appoint a representative for the purposes of the procedures in this clause.
- 9.12** If:
- (a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation, and
  - (b) the Teacher or Teachers advise the Employer of the identity of the representative, the Employer must recognise the representative.
- 9.13** The Employer must:
- (a) discuss with the relevant Teachers the introduction of the change; and
  - (b) for the purposes of the discussion, provide to the relevant Teachers:
    - (i) information about the proposed change (for example, information about the nature of the change to the Teacher's regular roster or ordinary hours of work and when that change is proposed to commence); and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Teachers; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Teachers; and
  - (c) invite the relevant Teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.
- 9.15** The Employer must give genuine consideration to matters raised about the change by the relevant Teachers.
- 9.16** For the purposes of cl.9.11 to 9.15, the Employer's educational timetable in respect of academic classes and student activities, which:
- (a) may operate on a term, semester or a School year basis, and
  - (b) ordinarily changes between one period of operation and the next, and
  - (c) may change during the period of operation,
- is not a regular roster.





- 9.17 However, where a change to the Employer's educational timetable directly results in a change:
- (a) to the number of ordinary hours of work of a Teacher, or
  - (b) to the spread of hours over which the Teacher's ordinary hours are required to be worked, or
  - (c) to the days over which the Teacher is required to work,
- cll.9.11 to 9.15 will apply.

## 10. Dispute resolution

- 10.1 If a dispute relates to:
- (a) a matter arising under the Agreement, or
  - (b) the NES,
- this clause sets out procedures to settle the dispute.
- 10.2 However, a dispute cannot be referred to the FWC if the dispute is in relation to a contravention (or alleged contravention) of subsection 65(5) or 76(4) of the Act.  
*Note: Subsections 65(5) and 76(4) state that an employer may refuse a request for flexible working arrangements, or an application to extend unpaid parental leave, only on reasonable business grounds.*
- 10.3 A Teacher who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 10.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Teacher or Teachers and relevant supervisors and/or management.
- 10.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 10.6 The FWC may deal with the dispute in two stages:
- (a) the FWC will first attempt to resolve the dispute using one of more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
  - (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
    - (i) in relation to the NES, arbitrate the dispute, or
    - (ii) in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties, andmake a determination that is binding on the parties.  
*Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 10.7 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) a Teacher must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) a Teacher must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or







- (ii) the *Occupational Health and Safety Act 2004 (Vic)* would not permit the work to be performed; or
  - (iii) the work is not appropriate for the Teacher to perform; or
  - (iv) there are other reasonable grounds for the Teacher to refuse to comply with the direction.
- 10.8** The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.





## Part 3 – General Conditions

### 11. Personal/Carer's leave

- 11.1 Personal/carers' leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 11.2 For a full-time Teacher, other than a casual Teacher, the personal/carers' leave entitlement equates to 15 days per year of service. A part-time Teacher is entitled to paid personal/carers' leave on a pro rata basis based on their ordinary hours of work. Personal/carers' leave accrues progressively during a year of service according to the Teacher's ordinary hours of work.

### 12. Discretionary leave (from Personal/Carer's leave entitlement)

#### 12.1 Commencement of Entitlement

This clause takes effect from the commencement of the first pay period beginning on or after the date of commencement of this Agreement.

#### 12.2 Entitlement

- (a) An Employee is entitled to two days discretionary leave per year to be taken from an employee's personal/carers' leave entitlement. An Employee who is employed on a part-time basis and/or who is employed for less than the full School year will be entitled to pro rata of two days' discretionary leave.
- (b) Whilst an Employee's entitlement to personal/carers' leave accrues each year, an Employee cannot request more than two days of discretionary leave per School year.

#### 12.3 Request for Discretionary leave

An Employee must:

- (a) request discretionary leave in writing
- (b) make the request not less than 48 business hours prior to the proposed commencement time of the leave, unless the reason for requesting discretionary leave was not known at this time;
- (c) take discretionary leave as a full day.

#### 12.4 Approval of Discretionary leave request

The Employer will grant discretionary leave, as soon as is reasonably practicable, subject to the operational requirements of the workplace for that day.

### 13. Compassionate leave

- 13.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 13.2 A Teacher may take up to three (3) days' paid leave per occasion when a member of the Teacher's Immediate Family or household dies or contracts or develops a personal injury or illness that poses a serious threat to life.





#### **14. Long service leave**

**14.1** Long service leave is as provided by the NES except where this Agreement provides ancillary or supplementary terms.

#### **14.2 Applications for long service leave**

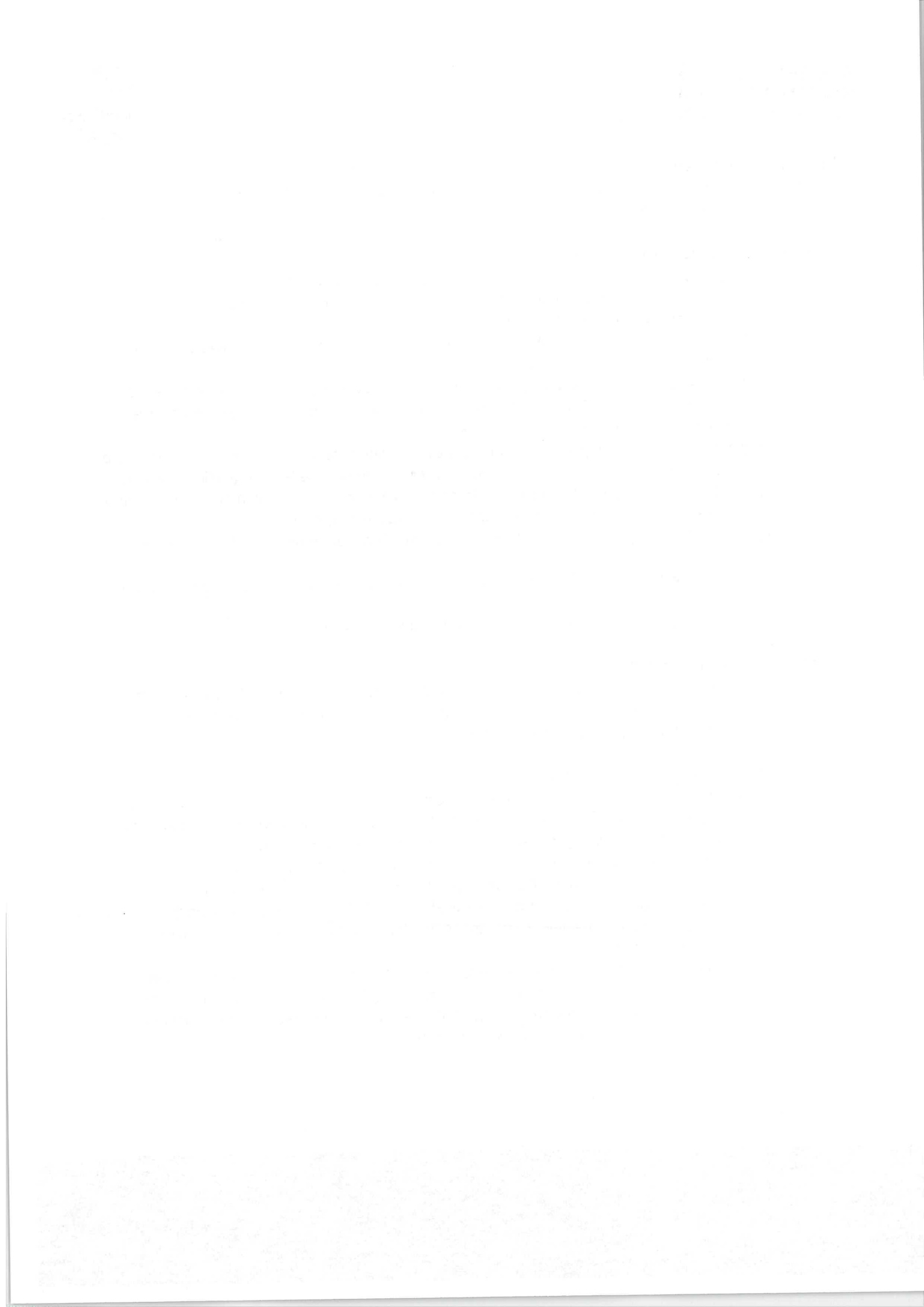
- (a) Applications for long service leave must be for a period of one term.
- (b) An application is granted at the discretion of the Principal after considering the operational requirements of the School.
- (c) Applications must be in writing and submitted to the Principal at least twelve months before the proposed commencement date of the long service leave.
- (d) In extenuating circumstances, the Principal may approve applications for long service leave for shorter periods than one term or where a notice period of less than twelve months has been given by the Teacher.
- (e) A Teacher may apply for leave without pay in conjunction with long service leave where a Teacher does not have an amount of accrued long service leave equalling one term.
- (f) A Teacher may apply to take their pro-rata long service leave entitlement to long service leave upon completion of seven years of continuous employment.
- (g) A Teacher may request the Employer grant the Teacher an amount of long service leave:
  - (i) twice as long as the amount to which the Teacher would otherwise be entitled; and
  - (ii) at a rate of pay equal to half the Teacher's ordinary pay.

#### **14.3 Payment on the death of a Teacher**

In the event of the death of a Teacher, payment of accrued long service leave will be made to the Teacher's personal representative, regardless of the length of the Teacher's continuous employment with the Employer.

#### **14.4 Illness on long service leave**

- (a) Subject to the requirements of 14.4(b) a Teacher, who becomes ill or suffers an injury during long service leave, and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave.
- (b) For a Teacher to access the entitlement under cl 14.4(a), an application:
  - (i) must be received by the Employer during the period of illness or injury;
  - (ii) must be accompanied by a medical certificate from a Registered Health Practitioner attesting to the illness or injury and the duration of that illness or injury; and
  - (iii) must indicate whether the Teacher wishes to extend the long service leave by the period of the illness or injury, or whether the Teacher will return from long service leave as planned with the period of illness or injury increasing the Teacher's accrued long service leave entitlement.





## 15. Parental leave

### 15.1 NES

Parental leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.

### 15.2 Notice of termination to a replacement Teacher

A Teacher replacing a Teacher granted parental leave will not be entitled to more than four (4) weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time the replacement Teacher is employed.

## 16. Paid parental leave

### 16.1 Application

(a) This clause does not apply to a casual or fixed-term Teacher.

(b) This clause applies to a full-time or part-time Teacher who is entitled to, and takes, unpaid parental leave in accordance with the NES and cl.15-Parental leave of this Agreement.

(c) The payments in cl.16.2 and 16.3:

- (i) Will be paid to the Teacher with primary care responsibility from the date of birth-related and adoption-related leave commencing and the partner respectively;
- (ii) are not payable during a period of paid leave;
- (iii) are payable from the date that the Teacher commences parental leave;
- (iv) are paid at the Teacher's ordinary rate of pay;
- (v) are payable to one Teacher only where the Employer employs both parents of the child;
- (vi) accrue annual leave (pro rata of four weeks' annual leave, or one (1) week which is included in the payment made under cl.16.2, or less where a lesser period of paid leave is taken), personal/carer's leave and long service leave; and
- (vii) are included for the purposes of the definition of Continuous Service under the Act.

### 16.2 Birth-related leave and adoption-related leave

(a) A Teacher will be entitled to fourteen (14) weeks of leave with pay to be responsible for the care of the child.

(b) If the Teacher takes less than fourteen (14) weeks of leave with pay, the Teacher will be paid for the period of leave taken.

(c) The period of leave with pay comprises paid birth-related leave/adoption related leave and annual leave that accrues during the birth-related leave/adoption-related leave.

(d) A Teacher may request that the payments in cl.16.2(a) be paid at a rate of pay equal to half the Teacher's ordinary rate of pay.

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







### 16.3 Partner leave

- (a) A Teacher, who has completed at least 12 months' continuous service with the Employer as at the date of the birth or placement of the child and takes concurrent leave of at least two (2) weeks' within 12 months of the birth or placement of the child, will be entitled to ten (10) days' pay.
- (b) A Teacher must have completed a minimum of 12 months' continuous service, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.

### 17. Allowance for approved study

- 17.1 This clause applies only to allowances approved by the Principal before 1 January 2018. There will be no further allowances for approved study provided by the Employer from 1 January 2018 onwards.
- 17.2 The Employer will provide an allowance of \$2,000 per annum to a Teacher with a pre-existing post-graduate study qualification (being a Masters degree or equivalent degree and above) approved by the Principal.
- 17.3 The Employer will provide a study allowance of \$1,000 per annum to a Teacher who successfully completes the first 50% of a post-graduate course (being a Masters degree or equivalent and above) approved by the Principal.
- 17.4 In the year following successful completion of the post-graduate course in cl.17.3, the Teacher is entitled to a total allowance of \$2,000 per annum.

### 18. Examination leave

- 18.1 A Teacher will be granted leave without pay to attend compulsory examinations in an approved relevant course of study.

### 19. Qualification conferral leave

- 19.1 A Teacher will be granted leave without pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

### 20. Tuition fee discount

- 20.1 Teachers are eligible for a 33.3% discount on tuition fees for each dependent child.
- 20.2 A Teacher is entitled to only (1) one discount on tuition fees per dependent child, i.e., a Teacher is entitled to only one of either: the tuition fee discount; scholarship discount or sibling tuition fee discount.

### 21. Performance and conduct management

#### 21.1 Application

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

- (a) where a Teacher's employment is terminated during the minimum employment period as defined by the Act of the Teacher's employment; or
- (b) for a casual Teacher.





## 21.2 Performance management

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

## 21.3 Conduct management

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





## 22. Redundancy

### 22.1 Redundancy pay scale

(a) The following redundancy pay scale will apply instead of the provisions in the NES:

Period of Continuous Service	Redundancy Pay (Less than 45 years)	Redundancy Pay (45 years or over)
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks' pay	8.75 weeks' pay
2 years and less than 3 years	7 weeks' pay	12.5 weeks' pay
3 years and less than 4 years	10 weeks' pay	15 weeks' pay
4 years and less than 5 years	12 weeks' pay	17.5 weeks' pay
5 years and less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and over	16 weeks' pay	20 weeks' pay

(b) Weeks' pay means the Teacher's base rate of pay as defined by the Act.

## 23. Casual and fixed-term employment

**23.1** Casual and fixed term Teachers are employed in accordance with clauses 12 and 13 of the Award.

**23.2** The rates of pay for a casual Teacher are contained in the Award.

**23.3** A casual Teacher is not entitled to any of the following benefits under this Agreement:

- (a) redundancy;
- (b) paid personal/carer's leave;
- (c) paid compassionate leave;
- (d) paid parental leave;
- (e) allowance for approved study;
- (f) examination leave;
- (g) qualification conferral leave;
- (h) tuition fee discount;
- (i) accident make-up pay; and
- (j) domestic camp allowance.

**23.4** A fixed-term Teacher is not entitled to any of the following benefits under this Agreement:

- (a) paid parental leave;
- (b) allowance for approved study;
- (c) qualification conferral leave; and
- (d) tuition fee discount.

## 24. Salary and allowances

**24.1** The minimum rates of pay for a full-time Teacher, except for a casual Teacher, and allowances for a Teacher, are provided by Schedule A - Teacher Salaries and Allowances.





## 25. Staff review system

- 25.1 Except for casual Teachers, the Employer will conduct an annual review of Teachers. The review will be goal based and include current knowledge and skills in the following areas as per the National Standards:
- (a) professional knowledge;
  - (b) professional practice;
  - (c) professional engagement.
- 25.2 In addition to the areas listed in cl 25.1, criteria for positions of responsibility will include:
- (a) planning, organisation and budgeting; and
  - (b) management of students, employees of the Employer and resources.

## 26. Domestic, Interstate & Overseas trip/camp allowance

- 26.1 Teachers attending any approved local, interstate or overseas overnight student trips/camps are entitled to payment of an allowance of \$60 per night on the following basis:
- (a) all Teachers are expected to be available for night duty at overnight trips/camps;
  - (b) part-time Teachers attending an approved overnight trip/camp will be paid at the full-time rate of their current salary for the duration of the trip/camp; and
  - (c) Teachers proposing to attend a trip/camp for which the allowance is payable must first be approved by the Principal.

## 27. Accident make-up pay

### 27.1 Definitions

For the purposes of this clause:

**Relevant Act** means in respect of an injury occurring prior to 4.00 pm on 31 August 1985, the Workers' Compensation Act 1958 (Vic), or from 4pm on 31 August 1985 to 30 June 2014, the Accident Compensation Act 1985 (Vic), or from 1 July 2014 the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic);

**Injury** has the same meaning as applies under the Relevant Act;

**Incapacity** has the same meaning as applies under the Relevant Act.

### 27.2 Entitlement to accident make-up pay

(a) Subject to cl.27.3, 27.4 and 27.5, the Employer will pay a Teacher accident make-up pay if the Teacher suffers an injury compensated under the Relevant Act.

(b) Accident make-up pay will be calculated as follows:

Where a Teacher is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic.), the Employer must pay to the Teacher the difference between such weekly payments and the normal remuneration of the Teacher for a period or periods in the aggregate of up to 26 weeks in response of each such injury or illness but only for so much of that period as the Teacher remains employed by the Employer.

### 27.3 Eligibility for accident make-up pay

In order for a Teacher to be eligible for accident make-up pay in accordance with cl.27.2:

(a) the Teacher, or a representative of the Teacher, must give notice in writing of the injury to the Employer as soon as reasonably practicable;







- (b) the Teacher must furnish evidence of the injury from time to time as required by the Employer during the period of payment;
- (c) the Teacher must advise the Employer of any civil action or claim for damages the Teacher may make;
- (d) the Teacher must attend medical examinations by a legally qualified medical practitioner, provided and paid for by the Employer, as required by the Employer in accordance with the Relevant Act; and
- (e) the Teacher must authorise the Employer to obtain any information concerning the injury or compensation payable with respect to the injury from the insurance company that is liable to pay such compensation.

#### **27.4 When entitlement ceases**

A Teacher will cease to be entitled to accident make-up pay if any of the following occur:

- (a) the Teacher ceases to be compensated under the Relevant Act;
- (b) the Teacher obtains a judgment or settlement for damages in respect of the injury from a third party;
- (c) there is redemption of weekly compensation payments by the payment of a lump sum benefit under the Relevant Act;
- (d) the partially incapacitated Teacher fails to take reasonable steps to find alternative employment;
- (e) accident make-up pay has been paid for twenty-six (26) weeks in respect of the same injury;
- (f) the Teacher dies.

#### **27.5 Effect of termination of employment**

Termination of the employment of a Teacher otherwise entitled to accident make-up pay does not affect the Teacher's entitlement except where:

- (a) the termination is due to serious misconduct by the Teacher; or
- (b) a partially incapacitated Teacher voluntarily terminates the Teacher's employment in circumstances where the Employer is able and willing to offer the Teacher suitable employment.

#### **27.6 Accident make-up pay not payable**

Accident make-up pay will not be payable:

- (a) during the first five (5) working days of incapacity;
- (b) during the first two (2) weeks of employment;
- (c) where the incapacity arises from an industrial disease contracted by a gradual process and, at the time of the incapacity, the Teacher has been employed for less than four (4) weeks; or
- (d) if the Teacher is on paid leave.

#### **27.7 Accident make-up pay and leave**

If a Teacher is absent from work because of a personal illness or injury, for which the Teacher is receiving compensation payments pursuant to the Relevant Act, then the





Teacher does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:

- (a) paid personal/carer's leave.

**27.8** If, during the period of operation of this Agreement, Victorian or Federal Government legislation is implemented which requires the Employer to pay accident make-up pay, then the Employer will pay accident make-up pay in accordance with the legislation. The payment required under cl.27.2 will be offset against any legislated requirements.

## **28. Family violence leave**

### **28.1 Definitions**

(a) **Family violence** means violent, threatening or other abusive behaviour by a family member of a Teacher that seeks to coerce or control the Teacher and which causes harm to the Teacher or causes the Teacher to be fearful.

(b) **Family member** means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Teacher;
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Teacher
- (iii) a person related to the Teacher according to Aboriginal or Torres Strait Islander kinship rules.

Note: For this clause, a spouse or de facto partner includes a former spouse or a former de facto partner.

(c) **Sensitive personal information** means information that identifies the Teacher and discloses the Teacher's experience of being subjected to family violence.

### **28.2 Leave entitlement**

(a) A full-time Teacher, other than a casual Teacher, who is subject to an act or acts of family violence, is entitled to ten (10) days of paid family violence leave in a School year.

(b) A part-time Teacher is entitled to pro rata of ten (10) days' paid family violence leave in accordance with the Teacher's time fraction.

(c) Family violence leave may be taken as:

- (i) a continuous period;
- (ii) a single period of one day; or
- (iii) any separate period/s of less than one day which the Employer and the Teacher agree.

(d) Family violence leave is not cumulative from year to year.

### **28.3 Purpose of leave**

(a) Family violence leave is for:

- (i) meeting with police to report on an incident of family violence (including any required ongoing attendance with police);
- (ii) attending legal proceedings, counselling, appointments with medical, financial or legal professionals;





- (iii) attending a support service providing support to persons experiencing family violence;
- (iv) relocation or the making of other safety arrangements;
- (v) other activities reasonably associated with the experience of family violence.

#### **28.4 Notice and evidentiary requirements**

- (a) A Teacher must give notice to the Principal, or the Principal's delegate, of the taking of leave under this clause.
- (b) The notice:
  - (i) must be given as soon as practicable (which may be at a time after the leave has commenced); and
  - (ii) must advise of the period, or expected period, of the leave.
- (c) If the employer requests documentary evidence, the Teacher must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in cl.28.3(a). Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), a family violence support service or a lawyer, or the Teacher may provide a statutory declaration.
- (d) The Employer will not place the documentary evidence provided under clause 28.4(c) on the Teacher's file, unless expressly permitted by the Teacher. Instead, the Employer may place a note on the Teacher's file confirming:
  - (i) the dates that family violence leave was taken; and
  - (ii) that documentary evidence was sighted by the Employer.
- (e) Sensitive personal information provided by the Teacher to the Employer concerning family violence will be kept confidential to the extent possible, except where disclosure is required by law or to prevent a serious threat to the life, health and/or safety of any individual.

**28.5** If, during the period of operation of this Agreement, the NES is amended to provide paid family or domestic violence leave, then the paid entitlement in cl.28.2 will be offset against the paid NES leave entitlement.

#### **29. Infectious Diseases Leave**

- 29.1** Special paid leave will be granted to the Employee for the following notifiable diseases, provided the Employer is satisfied on medical advice that the teacher has contracted the disease through a contact at the School and the disease is evident in the School:
- (a) German measles
  - (b) Chickenpox
  - (c) Measles
  - (d) Mumps
  - (e) Scarlet Fever
  - (f) Whooping cough
  - (g) Rheumatic fever
  - (h) Hepatitis
- 29.2** The Teacher must, at the request of the Employer, provide a medical certificate which specifically names the disease as soon as is reasonably practicable.





### 30. Trade Union Training Leave

- 30.1** Leave with pay for one day per School Year will be available to two teachers appointed as a representative of the Independent Education Union Victoria Tasmania to attend a training day with the Union. The Teachers must give as much notice as practicable prior to taking such leave. Accessed via the PL Department.

### 31. Workload

- 31.1** The Employer is committed to ensuring a fair and sustainable workload for all staff. No teacher shall be required to perform an unfair, unreasonable or excessive workload. In making a determination about the work of teachers, the Employer shall attempt to provide for equitable workloads across the school and amongst comparable employees.
- 31.2** The ordinary hours of work for teachers at Camberwell Girls' Grammar School (CGGS) during term weeks are variable and includes all teaching as set out in individual teaching loads plus normal additional duties as required by the Employer to satisfactorily fulfil the obligations of a CGGS teacher.
- 31.3** A part time teacher will undertake a proportionate number of duties normally expected of a full-time teacher.







## Schedule A - Teacher Salaries and Allowances

### A.1 Annual rate of pay

Instead of cl.74.1 of the Award, the salary for a full-time Teacher will be not less than the rate of pay prescribed by the following table. The rates of pay in this Sch.A.1 do not apply to a casual Teacher.

Level	2.50% (1 February 2021 to 31 January 2022)	2.50% (1 February 2022 to 31 January 2023)	2.50% (1 February 2023 to 31 January 2024)
T01	\$ 80,714.38	\$ 82,732.24	\$ 84,800.54
T02	\$ 83,138.05	\$ 85,216.50	\$ 87,346.91
T03	\$ 85,560.17	\$ 87,699.17	\$ 89,891.65
T04	\$ 87,983.83	\$ 90,183.43	\$ 92,438.01
T05	\$ 90,405.95	\$ 92,666.10	\$ 94,982.75
T06	\$ 93,388.92	\$ 95,723.64	\$ 98,116.73
T07	\$ 96,932.76	\$ 99,356.08	\$101,839.98
T08	\$100,661.49	\$103,178.03	\$105,757.48
T09	\$106,982.56	\$109,657.13	\$112,398.56
T10	\$113,889.75	\$116,736.99	\$119,655.42

### A.2 Annual Leave Loading

The annual salary in Sch.A.1 does not include annual leave loading.

### A.3 Part-time Teacher

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification.

### A.4 Progression

Instead of cl.14.4 of the Award, a full-time Teacher, whether four year trained or five year trained, will commence on Level 1 of the salary scale in Sch.A.1 and will progress according to normal years of service.

### A.5 Leadership Allowances

Instead of the leadership allowances for a Teacher in cl.19.3 of the Award, the leadership allowances are set out in the following table. The leadership allowances are effective from the first pay period commencing on 1 February of the specified year.

Category	2.50% (1 February 2021 to 31 January 2022)	2.50% (1 February 2022 to 31 January 2023)	2.50% (1 February 2023 to 31 January 2024)	Time Allowance
1	\$9,692.01	\$9,934.31	\$10,182.67	7.5ppc
2	\$6,999.79	\$7,174.78	\$ 7,354.15	6ppc
3	\$5,922.89	\$6,070.96	\$ 6,222.74	3ppc





## A.6 Leadership Level Descriptors

Category	Descriptor
Category 1	<p>Based on:</p> <ul style="list-style-type: none"> <li>• Numbers of students undertaking the subject</li> <li>• Number of courses</li> <li>• Number of periods per cycle</li> <li>• Staff numbers</li> <li>• Responsibilities across Junior School &amp; Senior School</li> <li>• Compliance and Reporting obligations</li> <li>• Includes Year Level Coordinator</li> </ul>
Category 2	<p>Based on:</p> <ul style="list-style-type: none"> <li>• Numbers of students undertaking the subject</li> <li>• Number of courses</li> <li>• Number of periods per cycle</li> <li>• Staff numbers</li> <li>• Responsibilities across Junior School &amp; Senior School</li> </ul>
Category 3	<p>Based on:</p> <ul style="list-style-type: none"> <li>• Numbers of students undertaking the subject</li> <li>• Number of courses</li> <li>• Number of periods per cycle</li> <li>• Responsibilities across Junior School &amp; Senior School</li> </ul>





## Part 4 – Declaration

Executed as an agreement on this 28<sup>th</sup> day of October 2021

### EMPLOYER REPRESENTATIVE

Signed: *[Signature]*

Date: 28/10/2021

Name in full (printed): DEBORAH DUNWOODY

Position title: PRINCIPAL

Authority to sign explained: EMPLOYER REPRESENTATIVE

Address: 2 TORRINGTON STREET  
CANTERBURY VIC 3126

Witnessed by: *[Signature]*

Witness name in full: MELISSA MADGE

Witness address: 2 TORRINGTON STREET  
CANTERBURY VIC 3126

### EMPLOYEE REPRESENTATIVE

Signed: *[Signature]*

Date: 28/10/2021

Name in full (printed): ALEXANDRA LARKEY

Position title: ~~ETM~~ HEAD OF COMMERCE

Authority to sign explained: EMPLOYEE REPRESENTATIVE

Address: 2 TORRINGTON STREET  
CANTERBURY VIC 3126

Witnessed by: *[Signature]*

Witness name in full: MELISSA MADGE

Witness address: 2 TORRINGTON STREET CANTERBURY VIC 3126



## **Schedule 2.2—Model flexibility term**

(regulation 2.08)

### **Model flexibility term**

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.