



# DECISION

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

**Fintona Girls' School**  
(AG2022/1126)

## **FINTONA GIRLS' SCHOOL AGREEMENT 2022-2024**

Educational services

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 18 MAY 2022

*Application for approval of the Fintona Girls' School Agreement 2022 - 2024*

[1] An application has been made by Fintona Girls' School pursuant to s.185 of the *Fair Work Act 2009* (the Act) for approval of a single enterprise agreement known as the *Fintona Girls' School Agreement 2022 - 2024* (the 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, 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 25 May 2022. The nominal expiry date of the Agreement is 31 December 2024.

A handwritten signature in blue ink is written over the circular seal of the Fair Work Commission. The signature is cursive and appears to be 'D. Gostencnik'. The seal itself is circular with the text 'THE SEAL OF THE FAIR WORK COMMISSION' around the perimeter and the Australian coat of arms in the center.

DEPUTY PRESIDENT

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# FINTONA

## Fintona Girls' School Agreement, 2022-2024

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## PART 1: APPLICATION AND OPERATION OF AGREEMENT

### 1 TITLE

This Agreement is to be known as the Fintona Girls' School Agreement 2022-2024 and is a Single Enterprise Agreement made pursuant to Section 172 (2) of the *Fair Work Australia Act 2009* (the Act).

### 2 COMMENCEMENT DATE AND PERIOD OF OPERATION

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

2.2 The nominal expiry date of the Agreement is 31 December 2024.

### 3 DEFINITIONS AND INTERPRETATION

<b>Act</b>	means the <i>Fair Work Act 2009</i> (Cth) or its successor
<b>Classroom support services</b>	means an Employee, School Assistant, whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students, such as a language assistant
<b>Curriculum/resources services</b>	means an Employee, School Assistant, whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre
<b>Employee</b>	means a person covered by this Agreement
<b>Employer</b>	Fintona Girls' School ABN 27 004 534 687
<b>Early Childhood Teacher</b>	means an Employee, including an Employee employed as a director or co-ordinator of an Early Childhood Program, who is employed to teach children enrolled in the Early Childhood Program.
<b>ELC Teacher Assistants</b>	means an Employee, School Assistant, whose principal duties are to work with children in the Early Learning Centre operated by the School for pre-primary aged children (other than a qualified early childhood Teacher)
<b>Four-year trained teacher</b>	means a teacher: <ul style="list-style-type: none"><li>• who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full time study at an Australian university; or</li><li>• who has completed a degree in education that requires four years of full time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or</li></ul>

	<ul style="list-style-type: none"> <li>who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers</li> </ul>
<b>FTE</b>	Full Time Equivalent
<b>FWC</b>	means the Fair Work Commission or its successor
<b>Immediate family</b>	<p>Means</p> <ul style="list-style-type: none"> <li>a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild, or sibling of the Employee, or</li> <li>a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee,</li> </ul> <p>where:</p> <ul style="list-style-type: none"> <li>a de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes)</li> <li>a child means an adopted child, a stepchild, or an ex-nuptial child of the Employee or of the Employee's spouse or de facto partner</li> </ul>
<b>LSL Act</b>	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor(s)
<b>Medical Practitioner</b>	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
<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. The total number of non-term weeks will not be less than the total number of non-term weeks gazetted for Victorian Government Schools
<b>Principal</b>	means the Principal of Fintona Girls' School or their nominee
<b>School Assistants</b>	<p>A School Assistant means an Employee, other than a Teacher, who is either:</p> <ul style="list-style-type: none"> <li>an ELC Teacher Assistant;</li> <li>a Classroom Support Services employee engaged as an integration aide, a language assistant; or</li> <li>a Curriculum/Resources Services employee.</li> </ul>

<b>School Teacher</b>	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) (or its successor) and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
<b>School year</b>	means the period of 12 months commencing from the day the Employees are required to attend the School for the new educational year, as determined by the School, and includes Term weeks and Non-term weeks
<b>Senior Leadership Team</b>	means those Teachers covered by this Agreement, who are members of the Senior Leadership Team being Head of Learning Teaching and Development, Head of Middle School and Head of Junior Campus, by whatever name called
<b>Standard Rate</b>	means the annual salary applicable to Level 2.1 in Schedule <a href="#">2B</a>
<b>Teacher</b>	means a School Teacher and an Early Childhood Teacher, unless separately specified
<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 Fintona school calendar
<b>Victorian Institute of Teaching</b>	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor
<b>WIRC Act</b>	means the Workplace Injury Rehabilitation and Compensation Act 2013 or its successor

#### 4 COVERAGE

4.1 This Agreement covers:

- (a) the Employer- Fintona Girls' School ABN 27 004 534 687;
- (b) School Teachers; and
- (c) School Assistants.

This Agreement does not cover the Principal or the Deputy Principal, by whatever name called.

4.2 Part 1, Part 2 and Part 3 of this Agreement apply to all Employees to whom the Agreement applies.

4.3 Part 4 and 5 of this Agreement apply to Employees as specified.

## **5 RELATIONSHIP TO AWARDS AND LEGISLATION**

- 5.1 This Agreement operates to the complete exclusion of all Awards which would otherwise apply to any of the Employees covered by this Agreement, including but not limited to the *Educational Services (Schools) General Staff Award 2020* and *Educational Services (Teachers) Award 2020*.

The Employer and Employees 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 Employees, and that no further claims will be made prior to the nominal expiry date as set out in clause [2.2](#) hereof.

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

- 5.2 The Employer must ensure that copies of this agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **6 EMPLOYER AND EMPLOYEE FLEXIBILITY ARRANGEMENTS**

- 6.1 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.

- 6.2 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 354 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.

- 6.3 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.
- 6.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.5 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.



## PART 2: CONSULTATION AND DISPUTE RESOLUTION PROCEDURE

### 7 CONSULTATION

7.1 This term 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 the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

#### Major Change

7.2 For a major change referred to in paragraph [7.1 \(a\)](#):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses [7.3 to 7.9](#) apply.

7.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

7.4 If:

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

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

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

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

7.7 The Employer must invite the relevant Employees to provide their views about the impact of the change (including in relation to family or caring responsibilities) and must give prompt and genuine consideration to matters raised about the major change by the relevant Employees

7.8 If a term 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 paragraph [7.2 \(a\)](#) and subclauses [7.3](#) and [7.5](#) are taken not to apply.

- 7.9 In this term, a major change is **likely to have a significant effect on Employees** if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

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

- 7.10 For a change referred to in paragraph [7.1 \(b\)](#):
- (a) the Employer must notify the relevant Employees of the proposed change; and
  - (b) subclauses [7.11 to 7.15](#) apply.
- 7.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 7.12 If:
- (a) relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of the consultation, and
  - (b) the Employee advises or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 7.13 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
  - (b) for the purposes of the discussion – provide to the relevant Employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 7.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 7.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 7.16 In this term, **relevant Employees** means the Employees who may be affected by a change referred to in subclause [7.1](#)

- 7.17 For the purposes of clauses [7.11 to 7.15](#), the School'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; or
  - (c) may change during the period of operation,
- is not a regular roster.
- 7.18 However, where a change to a School's educational timetable directly results in a change
- (a) to the number of ordinary hours of work of an Employee; or
  - (b) to the spread of hours over which the Employee's ordinary hours, are required to be worked; or
  - (c) the days over which the Employee is required to work,
- clauses [7.11 to 7.15](#) will apply.
- 7.19 Where a change referred to in subclause [7.1](#) is the subject of consultation pursuant to this clause, the status quo will be maintained until consultation has concluded, save where the introduction of change is required to prevent a risk to health and safety.

## **8 CONSULTATIVE COMMITTEE**

- 8.1 It is agreed between the parties to this Agreement that a Consultative Committee will be established by the end of Term 1 each School year.
- 8.2 It is agreed that the purpose of the Consultative Committee is as a mechanism by which the Employer and Employees can regularly meet to discuss collective and proactive issues relating to clause [8.3](#) in a manner that is for the betterment of the School community. The forum should not consider individual matters or grievances unless used as an example of broader issues.
- 8.3 The Principal, on behalf of the Employer, shall consult with the Consultative Committee on the following:
- (a) Interpretation of this Agreement and matters arising from the implementation of this Agreement; and
  - (b) Policy development and review for those policies that are outside those defined by legislation and/or contain mandatory requirements.
- 8.4 The Employer will consider the views of the Consultative Committee and will implement change where appropriate and possible.
- 8.5 The Consultative Committee shall comprise the Principal, two members of the School Leadership team, and three Employees who are covered under this Agreement. The Employees should be representative of the various sectors of the School: Junior Campus Teachers, Senior Campus Teachers and School Assistants (as covered in the Agreement). The Employer will call for nominations in Term 1 each year and where there is more than one nomination from a sector, previous committee members will be excluded. A vote will be held if more than one nomination in the sector of Employees remains. The Employees will have a tenure on the Committee for two years, such tenure will be reset after more than ten years' employment.
- 8.6 Once established, the Consultative Committee shall meet once per term or additionally as required. Regular term meeting dates will be included in the Semester meeting schedule.
- 8.7 Agenda items may be raised by any members of the Committee and the agenda, motions and relevant papers should be distributed in sufficient time to allow consultation prior to the meeting.

8.8 Minutes of the meeting should be made available to the members of the Consultative Committee within two weeks of the date of the meeting and will be confirmed at the following meeting.

## **9 DISPUTE RESOLUTION**

9.1 If a dispute relates to:

- (a) a matter arising under the Agreement,
- (b) the NES, or
- (c) any other work related matter,

this clause sets out procedures to settle the dispute.

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

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

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

9.4 The Fair Work Commission may deal with the dispute in 2 stages:

- a) the first stage will be by a method which the Commission considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation or any other method that is not binding on the parties;
- (b) If the dispute is not resolved after the first stage, the Commission may arbitrate the dispute and make a determination that is binding on the parties. In arbitrating the dispute, the Commission may exercise all powers available to it under the *Fair Work Act*;
- (c) The parties agree to be bound by any decision and/or determination of the Commission made in accordance with this clause.

A decision that the Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

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

9.6 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

## **PART 3: CONDITIONS FOR ALL EMPLOYEES**

### **10 MODES OF EMPLOYMENT**

**10.1** The Employer may employ a Full Time, Part Time, Fixed Term or Casual Employee.

Prior to the commencement date of employment, new Employees of the School will receive a letter of appointment, which provides information relating to:

- (a) the date on which employment commences;
- (b) the date on which employment ceases (in the case of fixed term appointments);
- (c) commencing classification salary and mode of payment;
- (d) superannuation arrangements;
- (e) a description of the job as at the commencement of employment; and
- (f) details of a part time Employee's employment fraction (if applicable)

For Teachers only, details of the Employee's face-to-face teaching load will be provided as soon as practicable.

#### **10.2 Full Time Employees**

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

#### **10.3 Part Time Employee**

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

10.3.2 Upon engagement, the Employer will set out in writing the FTE of the Employee as per clause [39.14](#) and [43.1](#) and at any other time when a variation occurs.

#### **10.4 Fixed Term Employee**

10.4.1 The School may employ an Employee for a specified term on a full time or part time basis:

- (a) to replace one or more Employees who are on leave;
- (b) to undertake a specified project for which funding has been made available;
- (c) to undertake a specified task which has a limited period of operation;
- (d) to replace an Employee whose employment has terminated after the commencement of the School year;
- (e) for members of the School Leadership Team who are covered by this Agreement; or
- (f) where the preferred candidate for a role is unable to commence employment immediately, and the School is offering the Employee the role for the duration of the intervening period.

10.4.2 The duration of the fixed term engagement shall be for a minimum of 4 weeks but not more than 12 months, except as follows:

- (a) where the replacement arrangement under clause [10.4.1\(a\)](#) extends beyond 12 months, the duration of the fixed term engagement can be up to two years; or
- (b) where a member of the Senior Leadership Team is engaged under clause [10.4.1\(e\)](#), the duration of the fixed term engagement can be up to five years.

10.4.3 A Fixed Term Employee on a single contract, or consecutive contracts, for two years or less, is entitled to the benefits of this Agreement other than paid parental leave and the tuition fee discount.

However, a Fixed Term Employee on a single contract, or consecutive contracts, for more than two years is entitled to the benefits of this Agreement.

10.4.4 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:

- (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.

10.4.5 The termination of employment of a Fixed Term Employee will be the expiry of the period of employment or, where an Employee is replacing an Employee on parental leave, in accordance with the appropriate notice of termination provisions in clause [10.3.6](#), [40.2](#) and [45.7](#), except where such notice extends beyond the period of employment.

10.4.6 An Employee replacing an Employee granted parental leave will be entitled to a minimum of 4 weeks' notice of termination of employment should the Employee on parental leave wish to reduce or cancel their period of leave due to a stillbirth or infant death. The notice of termination provisions will be specified in writing at the time the replacement Employee is employed.

## **10.5 Casual Employee**

10.5.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

10.5.2 A Casual Employee is defined in accordance with section 15A of the Act.

10.5.3 A Casual Employee is entitled to the rate of pay specified in Schedule [1B.4](#) for a Casual Teacher, Schedule [2B.4](#) for a Casual School Assistant. This rate of pay includes a loading in lieu of leave entitlements and all other benefits to which the Casual Employee is not entitled due to the casual nature of their employment, including the following benefits under this Agreement:

- (a) notice of termination of employment;
- (b) redundancy;
- (c) remuneration packaging;
- (d) paid annual leave;
- (e) paid school holidays;
- (f) leave loading;
- (g) paid public holidays;
- (h) paid personal/carer's leave;
- (i) paid infectious disease leave;
- (j) paid compassionate leave;
- (k) paid parental leave;
- (l) accident make-up pay;

- (m) tuition fee discount; and
- (n) paid examination and conferral leave

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

10.5.6 A Casual Employee with the exception of casual Teachers will be engaged and paid for a minimum of two hours for each engagement.

## **10.6 Casual Teachers**

10.6.1 The Employer will engage a Casual Teacher for either a full day or a half day.

10.6.2 An Employer may employ a Casual Teacher in such a capacity for up to 20 consecutive school days and up to one full term by mutual agreement.

## **11 REMUNERATION PACKAGING**

11.1 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. Any Employer superannuation payment due will be calculated on pre-packaged salary. Any packaging arrangement, other than for superannuation, is undertaken with the School's salary packaging provider.

11.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a written agreement varying the Employee's conditions of employment.

## **12 SUPERANNUATION**

The Employer will make an Employer superannuation contribution in accordance with the Superannuation Guarantee legislation to a complying superannuation fund nominated by the Employee. Each Employee shall be provided with a superannuation choice form upon commencement. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to Non-Government Super Fund (NGS) or its successor fund.

NGS is a MySuper compliant fund.

## **13 PAYMENT ARRANGEMENTS**

Salary will be paid by credit transfer to the Employee's nominated financial institution account by the 15<sup>th</sup> of each month.

## **14 MINIMUM EMPLOYMENT PERIOD**

14.1 An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months.

14.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or clause [30](#) – Performance and Conduct Management.

## **15 PERSONAL/CARER'S LEAVE**

- 15.1 Personal leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 15.2 An Employee, other than a casual Employee, is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- 15.3 For a Full Time Employee, the personal/carer's leave entitlement is 15 days per year of service. A Part Time Employee is entitled to paid personal/carer's leave on a pro rata basis based on specified hours in clause [10](#).
- 15.4 Paid personal leave is taken by the Employee because of a personal illness or injury.
- 15.5 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 15.6 Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 15.7 A Casual Employee may take up to two days unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 15.8 An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work.
- 15.9 Any unused personal leave is fully cumulative, but is not paid out on termination of employment.
- 15.10 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- 15.11 An Employee is entitled to personal/carer's leave provided that the Employee produces a medical certificate from a Medical Practitioner or statutory declaration to the Employer:
- (a) for any absence of more than two consecutive days;
  - (b) for any absence continuous with a Non-term week 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 a statutory declaration exceed five days in the one year.

## **16 COMPASSIONATE LEAVE**

- 16.1 Compassionate leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 16.2 An Employee is entitled to Compassionate Leave in accordance with the NES, save that the entitlement to paid Compassionate Leave is three days' leave per occasion. This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the School and the Employee.



- 16.3 An Employee may take compassionate leave if:
- (a) a member of their immediate family or household dies, or contracts or develops a life-threatening illness or injury;
  - (b) a baby in their immediate family or household is stillborn;
  - (c) they have a miscarriage; or
  - (d) their current spouse or de facto partner has a miscarriage.
- 16.4 An Employee may also take up to 1 day's paid Compassionate Leave to attend the funeral of someone with whom the member of staff has a very close relationship or who has been a significant figure in their life.
- 16.5 The Employer may require the Employee to provide evidence of the illness, injury or death.

## **17 INFECTIOUS DISEASES LEAVE**

- 17.1 An Employee who is suffering from one of the following infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied, on medical advice, 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;
  - (c) Measles;
  - (d) Mumps;
  - (e) Scarlet fever;
  - (f) Whooping cough;
  - (g) Rheumatic fever; or
  - (h) Hepatitis.
- 17.2 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.

## **18 PUBLIC HOLIDAYS**

- 18.1 Public holidays are provided for in the NES.
- 18.2 An Employee is entitled to public holidays without deduction of pay as follows:
- (a) New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
  - (b) the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
  - (c) Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation

### **18.3 Days in Lieu**

- 18.3.1 When Christmas Day is a Saturday or Sunday, a holiday in lieu will be observed on 27 December.

- 18.3.2 When Boxing Day is a Saturday or Sunday, a holiday in lieu will be observed on 28 December.
- 18.3.3 When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu will be observed on the next Monday.
- 18.4 Where in Victoria, public holidays are declared or prescribed on days other than those set out above, those days will constitute additional days for the purpose of this agreement.

## **19 PARENTAL LEAVE**

- 19.1 Parental (birth/adoption) leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms.

### **19.2 Definition**

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

### **19.3 Entitlement**

Instead of the entitlement to 12 months unpaid parental leave in s.70 of the Act, an Employee is entitled to up to 24 months unpaid parental leave, where the Employee has or will have responsibility for the care of a child.

### **19.4 Variation of period of parental leave**

- 19.4.1 Subject to the relevant provisions of the NES, the Employee may reduce the period of parental leave by giving the employer at least 4 weeks written notice before the return date, if the Employer agrees or in the case of a still birth or infant death
- 19.4.2 Subject to the relevant provisions of the NES, where an Employee has commenced a period of parental leave, the Employee:
- (a) may extend the period of parental leave up to a maximum of 24 months (including the initial period) once, by giving the Employer at least 4 weeks' written notice before the end of the period stating the period by which the leave is to be extended; and
  - (b) may once more extend the period of parental leave, up to a maximum of 24 months (including the initial periods), by giving at least 4 weeks written notice before the end of the period stating the period by which the leave is to be extended and by agreement with the Employer
- 19.5 A period of unpaid parental leave does not break the Employee's continuity of employment but it does not count as service except in the case of Long Service Leave.
- ### **19.6 Paid parental leave**
- #### **19.6.1 Application**
- (a) This clause does not apply to a casual employee or fixed-term employee on a single contract or consecutive contracts of two years or less.
  - (b) This clause applies to a full time or part time Employee who is entitled to unpaid parental leave in accordance with the NES and clause [19](#) Parental Leave.

- (c) The payments in clause [19.5.2](#) and [19.5.3](#)
  - (i) are not payable during a period of paid leave;
  - (ii) are payable after the birth or adoption of a child, which may commence after other paid leave is taken; and
  - (iii) are paid at the Employee's ordinary rate of pay.

#### **19.6.2 Birth related leave and adoption related leave**

- (a) An Employee will be entitled to 14 weeks of leave with pay to be responsible for the care of the child which must commence at or around the time of the birth or adoption of the child.
- (b) If the Employee takes less than 14 weeks of leave with pay, the Employee will be paid for the period of leave taken. This leave will be included in the Employee's service calculation.
- (c) The period of leave with pay comprises paid birth/adoption related leave and annual leave that accrues during the paid birth/adoption related leave.
- (d) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.

#### **19.6.3 Partner leave**

An Employee, who has completed at least 12 months' continuous service with the Employer, as at the date of the birth or placement of the child, will be entitled to take concurrent paid leave of up to 2 weeks at or around the birth or adoption of the child.

### **19.7 Pre-Adoption Leave**

An Employee who is taking Parental Leave to care for an adopted child is entitled to access 2 days unpaid pre-adoption leave to attend interviews or examinations. An Employee may access 2 days Personal Leave, where sufficient paid leave is accrued in order to be paid for these 2 days.

### **19.8 Salary Packaging**

Employee's eligible for paid parental leave will continue to receive salary packaging where applicable for the period of paid leave.

## **20 LONG SERVICE LEAVE**

### **20.1 Entitlement**

- 20.1.1 Long Service Leave is provided for in accordance with the NES, or where applicable, the *Long Service Act 2018 (Vic)* as amended from time to time. This clause supplements the NES provision.
- 20.1.2 An Employee is entitled to long service leave of 9.1 weeks upon the completion of seven (7) years of continuous employment. An Employee is entitled to apply to take long service leave upon the completion of seven years of continuous employment.
- 20.1.3 Long service leave will accrue at the rate of 1.3 weeks per annum.
- 20.1.4 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven (7) years of continuous employment.
- 20.1.5 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.

## **20.2 Payment during long service leave**

20.2.1 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.

20.2.2 In all other circumstances, payment will be as follows:

(a) Where a Teacher's time fraction has varied during service:

- (i) they will be 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) School Assistants 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.

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

20.3.1 The timing and length of long service leave is determined by agreement between the Employee and the Principal but will ordinarily be taken within twelve months of the entitlement falling due in clause [20.2](#).

20.3.2 The Principal reserves the right to limit the number of Employees on leave at any one time or not to grant the leave if the operational requirements of the School would be adversely affected by a person taking such leave. The Principal may at their discretion agree to waive or reduce notice periods for a long service leave application to meet the needs of the School and the Employee.

20.3.3 The period of long service leave for a Teacher will usually be for not less than a school term. 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 should be submitted to the Principal no later than the 6 months before the requested leave starts. Where a Teacher does not have sufficient long service leave to cover the entire term, a period of unpaid leave may be granted by the Principal.

20.3.4 The period of long service leave for a School Assistant will be for not less than one day. The Employer must grant the request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request. Where a School Assistant applies to take long service leave, they must provide reasonable notice. The application must be in writing and submitted to the Principal. Where a School Assistant is applying to take long service leave for a period in excess of 2 weeks, they should provide a minimum of one term's notice. Where a School Assistant is applying to take long service leave for a period of 2 weeks or less, they should provide a minimum of 4 weeks' notice.

20.3.5 An Employee may request to take long service leave for twice the period, which will be taken at half pay.

## **20.4 Illness on Long Service Leave**

20.4.1 Subject to clause 15 an Employee who becomes ill while on long service leave is entitled to have the period of illness treated as personal leave, but only to the extent that the employee is entitled to personal leave. The Employee will return from long service leave as planned with the period of illness increasing the Employee's accrued long service leave entitlement.

20.4.2 The Employee's application must as far as is practicable:

- (a) be received by the Employer during the period of illness; and
- (b) be accompanied by certificate from a Medical practitioner or a statutory declaration attesting to the illness and the duration of that illness.

## **21 LEAVE WITHOUT PAY**

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. Entitlements under this Agreement do not accrue during any period of leave without pay in excess of 10 days, subject to clause [38.1.4](#) and [44.1.2](#). As provided for under clause [19.5](#), long service will accrue during a period of unpaid parental leave.

## **22 ACCIDENT COMPENSATION AND ACCIDENT MAKE UP PAY**

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

## **23 WITHHOLDING OF MONIES**

- 23.1 If a Teacher does not give the period of notice required under clause [40](#), Notice of Termination, then the Employer may deduct from wages due to the Teacher under this Agreement, an amount that is no more than two weeks' wages for the Teacher, provided that:
- (a) If the Employer has agreed to a shorter period of notice than that required, then no deduction will be made; and
  - (b) Any deduction must not be unreasonable in the circumstances.
- 23.2 If a School Assistant does not give the period of notice required under clause [45](#), Notice of Termination, then the Employer may deduct from wages due to the School Assistant under this Agreement, an amount that is no more than one week's wages for the School Assistant, provided that:
- (a) If the Employer has agreed to a shorter period of notice than that required, then no deduction will be made;
  - (b) A School Assistant must be at least 18 years of age; and
  - (c) Any deduction must not be unreasonable in the circumstances

## **24 REDUNDANCY**

### **24.1 Notification of Reduction in Hours of Work**

All Teachers and School Assistants are required by the School to submit their requests, including preferred time fraction, during second term of the year prior to that for which the requests are being made.

Where the School reduces a Teacher's or a School Assistant's time fraction beyond what has been requested by the Teacher or a School Assistant the School will give notice or payment in lieu of notice as follows:

- (a) 7 weeks wholly within the one school term for a School Teacher; or
- (b) 4 weeks wholly within one school term for School Assistants.

## 24.2 Procedures

- 24.2.1 Where a redundancy arises the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.
- 24.2.2 The Employer will schedule an initial meeting with the affected Employee at which discussion will include details of the proposed redundancy. Suggestions will be sought from the Employee as to how to reduce any negative impact from this proposal on the Employee. A second meeting date will be set and a letter confirming initial discussions provided to the Employee including notice that a support person may attend subsequent meetings.
- 24.2.3 The second meeting will provide an opportunity for further discussion and questions from the Employee and a procedure will be established for any additional meetings. A letter confirming these discussions will be provided to the Employee.
- 24.2.4 If it is determined that the redundancy will proceed, the Employer will confirm this in writing and provide the financial details of the redundancy.

## 24.3 Transfer to lower paid duties

Where an Employee has agreed to be transferred to lower paid duties by reason of redundancy, the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated. The Employer may, at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

## 24.4 Severance Pay

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

Period of Continuous Service	Severance Pay (under 45 years of age)	Severance Pay (over 45 years of age)
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks' pay	5 weeks' pay
2 years and less than 3 years	8 weeks' pay	9.5 weeks' pay
3 years and less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and less than 5 years	12 weeks' pay	15 weeks' pay
5 years and less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and less than 7 years	16 weeks' pay	20 weeks' pay
7 years and less than 8 years	18 weeks' pay	22.5 weeks' pay
8 years and over	2 weeks' pay for every completed year of service up to 30 weeks	2.5 weeks' pay for every completed year of service up to 35.5 weeks

*'weeks' pay' means the ordinary time rate of pay for the Employee*

## 24.5 Leaving during notice

An Employee whose employment is terminated for reasons of redundancy may terminate the Employee's employment during the period of notice, and if so, will be entitled to the same benefits and payments under clause 23.4 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.

## **24.6 Alternative employment**

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

## **24.7 Time off during notice period**

During the period of notice of termination, an Employee will be allowed up to one day time off without loss of pay during each week of notice for the purpose of seeking other employment. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to 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.

## **24.8 Part-time Employees**

If a part-time Employee's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of this clause.

## **25 ANNUAL LEAVE LOADING**

25.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of 4 weeks leave.

25.2 The loading will be paid with each salary payment throughout the school year, by increasing the annual rate of pay as at the commencement of the School year, or as subsequently varied, by 1.342%

25.3 Leave loading is calculated using the following formula:

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

## **26 ALLOWANCES**

### **26.1 Meal Allowance**

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7.00pm on any day.

### **26.2 Higher Duties Allowance**

An Employer may direct that an Employee perform temporarily, duties applicable to a classification higher than that of such Employee. Where an Employee performs such duties for one week or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification or Position of Responsibility Allowance, that Employee will be paid the rate applicable to the higher classification for the whole period during which the said duties are performed.

### **26.3 Vehicle Allowance**

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

(a) Motor car

\$0.85 per kilometre with a maximum payment up to 400 kilometres per week.

(b) Motorcycle

\$0.43 per kilometre with a maximum payment up to 400 kilometres per week.

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

#### **26.4 Camp Allowance**

An Employee, other than a Casual Employee, will be entitled to be paid \$80 per night in compensation for attending an overnight camp. This allowance is not payable for overseas trips.

### **27 BREAKAGE AND LOSS**

An Employee 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.

### **28 COMMUNITY SERVICE LEAVE**

28.1 Community Service Leave (which includes Jury Service Leave) is provided for in the NES except where this Agreement provides ancillary or supplementary terms.

28.2 An Employee, if required to appear and/or serve as a juror, will be entitled to be granted leave for the period during which attendance at court is required.

28.3 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

28.4 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

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

28.6 Subject to clause [28.1 to 28.4](#), an Employer will continue to pay an Employee granted leave pursuant to clause [28.1](#) his or her ordinary salary during the period of leave. Within a reasonable time after completion of the Jury Service, the Employee will reimburse the Employer an amount equal to the amount paid by the Court Authorities in respect of the Employee's attendance for such jury service.

### **29 LEAVE FOR EXAMINATION AND QUALIFICATION CONFERRAL**

#### **29.1 Examination Leave**

An Employee will be granted leave with pay, to be taken from the Employee's personal/carer's leave entitlement, to attend compulsory examinations in an approved relevant course of study.

#### **29.2 Qualification Conferral Leave**

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

### **30 PERFORMANCE AND CONDUCT MANAGEMENT**

30.1 The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause where an Employee's employment is terminated during the minimum employment period pursuant to clause [14](#) - Minimum employment period, or for a casual Employee.



## **30.2 Performance Management**

30.2.1 Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.

30.2.2 A formal performance management procedure will commence with the Employer advising the Employee in writing of:

- (a) the Employer's concern(s) with the Employee's performance;
- (b) the time, date and place of the first formal meeting to discuss the Employee's performance;
- (c) the Employee's right to be accompanied by a nominee of the Employee's choice or a Union representative at all meetings scheduled to discuss the Employee's performance; and
- (d) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).

### **30.2.3 Formal Performance Management Meetings**

Formal performance management meetings will initially be to meet to discuss the Employer's concern(s) with the Employee's performance and for the Employee to seek clarification of any points raised; and then to:

- (a) give the Employee an opportunity to respond to the Employer's concern(s);
- (b) include discussion of any counselling or assistance, where appropriate, available to the Employee;
- (c) include documentation, where appropriate; and
- (d) set periods of review, as appropriate.

In the notification of the initial meeting, the Employee will be advised that they have the right to respond to the allegations at a separate meeting.

30.2.4 If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

## **30.3 Conduct Management**

30.3.1 Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.

30.3.2 The Employer will advise the Employee in writing of:

- (a) the Employer's concern(s) with the Employee's conduct;
- (b) the time, date and place of the meeting to discuss the Employee's conduct;
- (c) the Employee's right to be accompanied by a nominee of the Employee's choice or a Union representative at any meeting scheduled to discuss the Employee's conduct; and
- (d) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.

### **30.3.3 Formal Conduct Management Meetings**

At the initial meeting, the Employee will be given an opportunity to seek clarification of any points raised in the Employer's letter, and the parties will attempt to reach agreement on an appropriate timeline for the total process and the times and dates for the holding of any

review meetings. In the notification of the initial meeting, the Employee will be advised that they have the right to respond to the allegations at a separate meeting.

- 30.3.4 Any necessary subsequent formal conduct management meeting(s) will:
- (a) include discussion of the Employer's concern(s) with the Employee's conduct;
  - (b) give the Employee an opportunity to respond to the Employer's concern(s).

30.3.5 Concern(s) with an Employee's conduct may be resolved by:

- (c) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
- (d) issuing the Employee with a warning or a final warning in writing;
- (c) terminating the employment of the Employee in accordance with the relevant notice provision; or
- (d) other action, appropriate to the situation.

## **31 REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS**

31.1 This clause applies where an Employee has made a request for a change in working arrangements under s.65 of the [Act](#).

*Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).*

At the time of making this Agreement, the circumstances are where the Employee:

- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) is 55 or older;
- (d) is experiencing violence from a member of the Employee's family; or
- (e) provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

31.2 The Employee is not entitled to make a request unless the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request.

31.3 The request must be in writing and set out the details of the change sought and of the reasons for the change.

31.4 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.

31.5 If the Employer refuses the request, the written response must include details of the reasons for the refusal.

31.6 The Employer may refuse the request only on reasonable business grounds.

## **32 SCHOOL TUITION FEES – DISCOUNT**

- 32.1 All Employees on an ongoing contract or contract (including consecutive) of more than two years at Fintona Girls' School are entitled to a 25% discount on tuition fees for their children (as defined under 'Immediate Family') enrolled at Fintona.
- 32.2 This tuition discount is provided on the basis that it is:
- (a) limited to one discount only per student;
  - (b) only applicable while the Employee is employed at Fintona;
  - (c) not applicable while an Employee is on unpaid leave greater than 24 months; and
  - (d) any Fringe Benefits Tax that is incurred as a result of this discount, is to be reimbursed, on a monthly basis, by the Employee, to the School.

## **33 UNION REPRESENTATIVES**

### **33.1 Leave to Attend Union Business**

- 33.1.1 The Employer shall grant paid leave during ordinary working hours to an Employee who, as a Union-nominated representative of the Employees is required to attend:
- (a) negotiations, conferences or industrial proceedings;
  - (b) official Union meetings preliminary to negotiations or industrial hearings;
  - (c) joint Union/management consultative committee meetings; or
  - (d) meetings of committees of the Union.
- 33.1.2 The granting of leave pursuant to this clause shall only be approved where an application for leave has been submitted by an Employee a reasonable time in advance.
- 33.1.3 Leave may be refused where the operation of the School will be unduly inconvenienced. Leave shall not be unreasonably refused.
- 33.1.4 The Employer shall not be liable for any expenses associated with an Employee attending to Union business.

### **33.2 Trade Union Training Leave**

- 33.2.1 The Union Representative shall be entitled to 5 days paid leave per year to attend accredited Trade Union Training courses conducted by Trade Union Training Australia Inc or the Union.
- 33.2.2 The granting of leave pursuant to this clause is subject to the operation of the School not being unduly inconvenienced. Leave shall not be unreasonably refused.
- 33.2.3 The Employer shall not be liable for any expenses associated with an Employee attending Trade Union Training.

### **33.3 Workplace Representatives of the Union**

Where an Employee covered by this Agreement requires assistance regarding their employment conditions, they may seek the assistance of a nominated representative of the Union. The Representative of the Union shall be allowed reasonable time during working hours to consult with staff and management on matters affecting the Employees whom they represent.

### **33.4 Union Notice Board**

The Employer shall permit the union to display notices dealing with legitimate Union business on an appropriate notice board.

## **34 BREAKS**

### **34.1 Meal break**

An Employer is required to provide an unpaid meal break of not less than 30 consecutive minutes to an Employee who is engaged or rostered to work for more than five hours on a day. Such meal break will start no later than five hours after the Employee commenced work on that day.

### **34.2 Rest break**

34.2.1 A School Assistant is entitled to a rest break of 10 minutes for each period of three hours worked, with a maximum of two rest breaks per shift.

34.2.2 Where the School Assistant has an entitlement to two rest breaks, in place of the two 10 minute rest breaks:

- (a) the Employer and the School Assistant may agree to one rest break of 20 minutes; or
- (b) the Employer may require one rest break of 20 minutes, where the School Assistant is engaged in classroom support services.

34.2.3 A rest break:

- (a) will be counted as time worked;
- (b) will be taken at a time suitable to the Employer; and
- (c) will not be taken adjacent to a meal break, unless the Employee and the Employer agree.

## **35 EMPLOYEE ASSISTANCE PROGRAM**

An Employee Assistance Program (EAP) is a work-based intervention program designed to enhance the emotional, mental and general psychological wellbeing of all employees (excluding casuals except in special circumstances).

## **36 FAMILY AND DOMESTIC VIOLENCE LEAVE**

### **36.1 Definition**

For the purpose of this clause, family and domestic violence is defined under the NES as follows:

36.1.1 Family and domestic violence means violent, threatening or other abusive behaviour by an employee's close relative that:

- (a) seeks to coerce or control the employee; or
- (b) causes them harm or fear.

36.1.2 A close relative is:

- (a) an employee's:
  - (i) spouse or former spouse;
  - (ii) [de facto partner](#) or former de facto partner;
  - (iii) child;
  - (iv) parent;
  - (v) grandparent;
  - (vi) grandchild; or
  - (vii) sibling.

- (b) an employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling, or
- (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

### **36.2 Leave entitlement**

36.2.1 An Employee subject to family and domestic violence is entitled to 20 days (Non-cumulative) per year of paid family and domestic violence leave for the purpose 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.

36.2.2 Family and domestic violence leave may be taken as consecutive or single days, including half days.

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

### **36.3 Notice and Evidentiary Requirements**

36.3.1 The Employee shall give notice to the Principal as soon as reasonably practicable of the Employee's request to take family and domestic violence leave.

36.3.2 The Employee must provide, if requested, documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause [36.2.1](#). Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the Employee may provide a statutory declaration.

36.3.3 The Employer will not place the documentary evidence provided under clause [36.2](#) on the Employee's file, unless expressly permitted by the Employee. Instead, the Employer may place a note on the Employee's file confirming:

- (a) the dates that family and domestic violence leave was taken; and
- (b) that documentary evidence was sighted by the Employer.

36.3.4 Personal information provided by the Employee to the Employer concerning family and domestic violence will be treated confidentially, unless the Principal deems disclosure to be necessary for operational reasons.

## PART 4: CONDITIONS OF EMPLOYMENT FOR TEACHERS

### 37 CLASSIFICATIONS AND SALARY

- 37.1 Schedule [1A](#) sets out the classification structure and progression through the salary scale.
- 37.2 Schedule [1B](#) sets out the salary for a Teacher, including a Casual Teacher.
- 37.3 Schedule [1C](#) sets out the Positions of Responsibility Structure.

### 38 SCHOOL HOLIDAYS AND ANNUAL LEAVE

#### 38.1 School Holidays and Annual Leave

- 38.1.1 This clause applies to Teachers employed full time or part time (on a pro rata basis). This clause does not apply to Casual Teachers.
- 38.1.2 School holidays will be not less than the periods mandated by the Victorian Government for Victorian government schools. The Employer will announce the periods of school holidays for each year 6 months prior to the commencement of that School year.
- 38.1.3 A Teacher is entitled to school holidays without deduction of pay. Annual leave must be taken in the 4 week period immediately following the final Term week of the current School year.
- 38.1.4 The Employer may reduce a Teacher's entitlement to school holidays where a Teacher has taken unpaid leave in excess of 10 working days in any School year pursuant to clause [15](#) – Personal Leave or clause [21](#) – Leave Without Pay.
- 38.1.5 Public holidays that occur during a period of leave for Teachers do not create an additional entitlement.

#### 38.2. Pro Rata Payment of Salary Inclusive of Annual Leave

- 38.2.1 This clause of the Agreement provides industry specific detail and incorporates the NES entitlement with respect to annual leave.
- 38.2.2 The provisions of this clause will apply:
- (a) in the calculation of payment in regard to pro rata salary where an Employee's employment ceases; or
  - (b) in the calculation of payment in regard to pro rata salary if:
    - (i) an Employee commenced employment after the school or preschool service date;
    - (ii) an Employee has taken leave without pay of more than two term weeks since the school or preschool service date; or
    - (iii) the hours which an Employee has worked at school or preschool have varied since the school or preschool service date.

- 38.2.3 Calculation of Payments is by the formula:

$$P = \frac{s \times c}{b} - d$$

where:

P is the payment due

- s is the total salary paid in respect of term weeks, or part thereof, since the school or preschool service date or the date of employment in circumstances where the Employee has been employed by the Employer since the school or preschool service date
- b is the number of Term weeks, or part thereof in the school or preschool year
- c is the number of Non-term weeks, or part thereof, in the school or preschool year
- d is the salary paid in respect of Non-term weeks, or part thereof, that have occurred since the school or preschool service date or date of employment in circumstances where the Employee has been employed by the Employer since the school or preschool service date

38.2.4 For the purpose of this clause:

- (a) school or preschool service date means the date from which Employees are paid at the commencement of the school/preschool year in their first year of service with the Employer; and
- (b) Employee means an Employee other than a casual Employee.

38.2.5 The formula in clause [38.2.3](#) is intended to be used to calculate the pro rata salary inclusive of annual leave owing to an Employee in respect of the school/preschool year in which the formula is applied.

### **38.2.6 Termination of Employment**

An Employee will be entitled on termination of employment to a payment calculated in accordance with this clause.

### **38.2.7 Employees who commence employment after the commencement of the school or preschool year**

An Employee who commences employment after the usual date of commencement at a school or preschool in any school/preschool year, will be paid from the date the Employee commences, provided that at the end of the last school/preschool term or final semester in that year, the Employee must be paid an amount calculated pursuant to clause [38.2.3](#) and will receive no salary or other payment other than payment under this clause until the school or preschool service date or the resumption of Term 1 or first semester in the following school/preschool year.

### **38.2.8 Employees who take approved leave without pay**

Where an Employee takes leave without pay with the approval of the Employer for a period which (in total) exceeds more than two term weeks in any year, the Employee will be paid a salary calculated in accordance with this clause as follows:

- (a) if the leave without pay commences and concludes in the same school/preschool year, the payment will be calculated and made at the conclusion of the last school/preschool Term or final semester in that year; and
- (b) if the leave without pay is to conclude in a school/preschool year following the school/preschool year in which the leave commenced:
  - (i) at the commencement of the leave, a payment will be calculated and made in respect of the school/preschool year in which the leave commences; or
  - (ii) at the end of the last school/preschool term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that school/preschool year.

If the Employee returns early from leave any payment under clause [38.2.8\(b\)\(i\)](#) will be taken into account in calculating the amount owed to the Employee at the end of the last school/preschool term or final semester in that year.

### **39 HOURS OF WORK**

- 39.1 This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours. Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher may be averaged over a 12 month period.
- 39.2 The ordinary hours of work for a Teacher during Term weeks are variable. In return, a Teacher is not generally required to attend during times when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- 39.3 The Employer will provide written notice of the Term weeks and days in Non-term weeks on which the Teachers are required to attend, six months in advance of the requirement to attend prior to the start of that working year.
- 39.4 The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the School year or a proportion of the School year. Except for the Senior Leadership Team, a Teacher's absence from School during Non-term weeks is deemed to include their entitlement to annual leave.
- 39.5 A Teacher who is required to attend a school camp on a weekend is entitled to a day in lieu to be taken at a time mutually agreed upon by the teacher and the Principal.
- 39.6 No Employee at Fintona Girls' School shall be required to perform an unfair, unreasonable or excessive workload. In making determinations about the work of Teachers, the School shall attempt to provide for equitable workloads across the School and amongst comparable Employees.
- 39.7 Subject to the above, the hours of work for full-time Teachers shall consist of an average of 38 hours per week averaged over the school year, plus reasonable additional hours in order to fulfil the operational requirements of the Employer.
- 39.8 The ordinary hours of work for an Employee at Fintona during Term weeks are variable and include all teaching as set out in individual teaching loads, plus normal additional duties as required by the School to satisfactorily fulfil the obligations of a teacher at Fintona Girls' School.
- 39.9 Face-to-face teaching (other than for ELC teachers) is defined to be timetabled classes for which a teacher is required to research, develop, prepare, present and assess a program.
- ELC Teacher's load is defined by "on the floor" hours, as preschool students must be supervised at all times and in accordance with minimum supervision ratios. "On the Floor" is time directly working with children.
- 39.10 For a full time Teacher in the Senior Campus or a Specialist Teacher in the Junior School or ELC, the face-to-face teaching load is 18.11 hours per week (or 41 x 53 minute periods per two week cycle).
- 39.11 For a full time Teacher in the Junior School, the face-to-face teaching load is 20 hours per week (or 45.3 periods per two week cycle).
- 39.12 For a full time Teacher in the ELC, the "on the floor" hours are 24 hours per week.



### 39.13 Time Allowance for a Graduate Teacher

39.13.1 A Teacher in their first year of teaching will be provided with an allowance of two (2) periods per cycle for planning, training and registration purposes.

39.13.2 Teachers on less than 0.8 FTE will be provided with one (1) period per cycle.

### 39.14 Part time Teachers

39.14.1 A part time Teacher in the Senior Campus or a Specialist Teacher in the Junior School or ELC will be paid pro rata of the rate that the Teacher would be entitled to receive as a full time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 9.2.2. 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 41 x 53 minute periods per cycle.

$$\frac{\text{Number of periods taught}}{41} \times \text{annual salary}$$

39.14.2 A part time Teacher in the Junior School, (not being a Specialist teacher), will be paid pro rata of the rate that the Teacher would be entitled to receive as a full time Teacher in the Junior School and is entitled to all entitlements on a pro rata basis on the specified hours in clause 9.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Junior School Teacher's face-to-face teaching hours are deemed to be 45.3 x 53 minute periods per cycle.

$$\frac{\text{Number of periods taught}}{45.3} \times \text{annual salary}$$

39.14.3 A part time Teacher in the ELC (not being a Specialist teacher), will be paid pro rata of the rate that the ELC Teacher would be entitled to receive as a full time Teacher in the Early Learning Centre and is entitled to all entitlements on a pro rata basis on the specified hours in clause 9.2.2.

The pro rata annual salary is calculated on the percentage of days, or part thereof, attendance over 5 days. The number of "on the floor" hours per day will average 4.8 hours.

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

## 40 NOTICE OF TERMINATION

40.1 Where the Employer wishes to terminate the employment of a Teacher, the Employer will give:

40.1.1 for a Teacher within the Minimum Employment Period in accordance with clause [14](#)- four weeks' notice;

40.1.2 otherwise – 7 weeks' notice,

in writing, wholly within the one School term or full payment in lieu thereof.

40.2 Where the Employer wishes to terminate the employment of a fixed term Teacher, who is replacing another Teacher on parental leave, the Employer will give the fixed term Teacher 4 weeks' notice if the Employer agrees to the Teacher on leave returning early or in the case of a stillbirth or infant death.

40.3 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule 1B that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

- 40.4 A Teacher must provide the Employer with a minimum of 7 weeks' notice in writing of their resignation, with such notice to be given wholly within the one school term.
- 40.5 The notice period in clauses [40.1](#) and [40.2](#) does not apply where the Teacher is guilty of serious misconduct.
- 40.6 Upon termination, a Teacher may request a statement of service and separation certificate.

## **41 SENIOR LEADERSHIP TEAM**

### **41.1 Term of Engagement**

A member of the Senior Leadership Team may be engaged as a Fixed Term Employee, for an initial fixed term period of up to five years.

### **41.2 Annual Leave**

A member of the Senior Leadership Team will accrue 8 weeks Annual Leave for each year of service, which must be taken during Non-term Weeks or as negotiated with the Principal.

### **41.3 Inapplicable Clause**

Clause [38](#) – School Holidays, Annual Leave and Pro Rata Payment of Salary inclusive of Annual Leave does not apply to a member of the Senior Leadership Team.

## **PART 5: CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS**

### **42 CLASSIFICATIONS AND SALARIES**

- 42.1 Schedule [2A](#) sets out the classification structure for School Assistants.
- 42.2 Schedule [2B](#) sets out the salary scale for School Assistants entitled to leave during non-term weeks.

### **43 HOURS OF WORK**

- 43.1 The ordinary hours of work for a full time School Assistant will be 38 hours per week. Part time hours will be pro rata of this amount. By mutual agreement, if the School Assistant accepts to work additional hours, within the spread of hours, as defined in clause [43.3](#), these will be paid at the Employee's normal rate or may be taken as time in lieu.
- 43.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 43.3 The spread of hours will be between 8.00am and 6.00pm Monday to Friday, including any staff or parent meetings adjacent to the school/ELC day that the Employee is required to attend.
- 43.4 An ELC School Assistant is entitled, in addition to the period children attend the ELC program, to specified time sufficient to undertake support duties (e.g. preparation, pack up or other duties in relation to their work with children).
- 43.5 An Employee will not be required to work more than 5 hours without a break for a meal totally free from any duties, of not less than 30 minutes. For ELC Teacher Assistants this should occur between the conclusion of the morning program and the beginning of the afternoon program.
- 43.6 No Employee at Fintona Girls' School shall be required to perform an unfair, unreasonable or excessive workload. In making determinations about the work of School Assistants, the School shall attempt to provide for equitable workloads across the school and amongst comparable Employees.

### **44 SCHOOL HOLIDAYS AND ANNUAL LEAVE**

- 44.1 Annual leave for School Assistants employed prior to the commencement of this Agreement
  - 44.1.1 An Employee paid in accordance with Schedule 2B of this agreement will, other than in circumstances prescribed in clause [44.1.2](#), be entitled to school holidays without deduction of pay. School holidays are defined at clause [38.1.2](#).

Annual leave must be taken in the 4 week period immediately following the final term week of the current school year.
  - 44.1.2 Where a School Assistant takes leave without pay or unpaid carer's leave in excess of 10 working days in any school year, the School Assistant's entitlement to school holidays will be calculated on the basis of one third of that School Assistant's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave).
  - 44.1.3 Where a School Assistant's entitlement to paid annual leave has been reduced pursuant to clause [44.1.2](#), the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the Agreement.
  - 44.1.4 A School Assistant, 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 School Assistant'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.

44.1.5 Public holidays that occur during a period of school holidays for Employees do not create an additional entitlement.

#### **44.2 School Assistant Recall**

44.2.1 Notwithstanding clause [44.1.1](#), a School Assistant may be recalled to duty during school holiday periods up to a maximum of ten days in each school year. Part-time Employees are subject to the same recall on a pro-rata basis.

44.2.2 Such days shall immediately follow the end of a term or immediately precede the beginning of a term except where there is agreement between the Employer and the Employee that the recall should occur at another time.

44.2.3 A School Assistant may only be recalled to perform duties consistent with his or her role.

44.2.4 A School Assistant must be given reasonable notice, being not less than one full term, except in the case of an emergency where an Employer may not be able to give that notice and the Employee may not be able to comply with the recall.

44.2.5 Where a School Assistant attends for duty under this clause, he or she will be paid an allowance equal to 72.47% of the Employee's daily rate of pay for each day that the Employee attends for duty. Recall allowance is only payable for recall days worked during the term breaks. The daily allowance is provided for in Schedule [2B](#).

#### **45 NOTICE OF TERMINATION**

45.1 Where the Employer wishes to terminate the employment of a School Assistant, the School will give:

(a) for a School Assistant within the Minimum Employment Period in accordance with clause [14](#) - two weeks' notice;

(b) otherwise – 4 weeks' notice,

in writing, wholly within the one School term or full payment in lieu thereof. Where a School Assistant is entitled to school holidays, notice is to be given wholly within the one school term.

45.2 In addition to the period of notice specified above, a School Assistant over 45 years of age at the time of being given notice, with not less than 2 years of continuous service, will be entitled to an additional week's notice.

45.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.

45.4 A School Assistant must provide the Employer with a minimum of 4 weeks' notice in writing. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

45.5 The notice period in clause [45.1](#) does not apply where the School Assistant is guilty of serious misconduct.

45.6 Upon termination the School Assistant may request a statement of service and separation certificate.

45.7 Where the Employer wishes to terminate the employment of a fixed term School Assistant, who is replacing another School Assistant on parental leave, the Employer will give the fixed term School Assistant 4 weeks' notice if the School agrees to the School Assistant on leave returning early or in the case of a stillbirth or infant death.

## **46 PENALTY RATES**

### **46.1 Saturday and Sunday work**

46.1.1 An Employee required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

- (a) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
- (b) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

46.1.2 The penalty rates within this clause and in clause 47.1 – Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

## **47 OVERTIME, ALLOWANCES, FIRST AID, UNIFORM**

### **47.1 Overtime rates**

47.1.1 An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered the spread of hours as defined in [43.3](#) as follows:

<b>Time worked</b>	<b>Overtime rate</b>
Monday–Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

47.1.2 Overtime will be calculated daily.

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

47.2.1 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.

47.2.2 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 [47.2](#).

47.2.3 An agreement must state each of the following:

- (a) the number of overtime hours to which it applies and when those hours were worked;
- (b) that the Employer and Employee agree that the Employee may take time off instead of being paid for the overtime;
- (c) 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
- (d) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

47.2.4 The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause [47.2](#) an Employee who worked 2 overtime hours is entitled to 2 hours' time off.

47.2.5 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.

47.2.6 If the Employee requests at any time, to be paid for overtime covered by an agreement under clause [47.2](#) but not taken as time off, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

47.2.7 If time off for overtime that has been worked is not taken within the period of 6 months mentioned in subclause [47.2.5](#) the Employer must 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.

47.2.8 The Employer must keep a copy of any agreement under clause [47.2](#) as an Employee record.

- (a) An Employer must not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (b) An Employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the Employer and the Employee, instead of being paid for overtime worked by the Employee. If the Employer agrees to the request then clause [47.2](#) will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an Employee makes a request under section 65 of the Act for a change in working arrangements, the Employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

47.2.9 If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which clause [47.2](#) applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause [47.2](#).

### **47.3 Make-up time**

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

#### **47.4 First aid allowance**

##### 47.4.1 Application

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:

- (a) 1.65% of the standard rate per annum; or
- (b) 1/240th of the allowance in clause [47.4.1.\(a\)](#), if designated on a per day basis.

##### 47.4.2 Excluded Employees

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 of first aid officer has been taken into account in classifying their position.

#### **47.5 Uniform/protective clothing allowance**

47.5.1 Where an Employer requires an Employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the Employee's duties, the Employer will:

- (a) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
- (b) provide a uniform or protective clothing allowance of \$1.20 per day up to a maximum of \$6.00 per week and a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week; or
- (c) reimburse the Employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the Employer does not launder the items.

47.5.2 Where an Employee is required to work in the rain they will be supplied with adequate rainproof clothing.

EXECUTED as an Agreement this 13<sup>th</sup> day of APRIL 2022

**Signed for and on behalf of the Employees:**

Simon Bourke  
(Full Name)

Chair of Employee Representatives  
(Position – Authority to sign)

79 Balwyn Road  
(Address)

Balwyn  
(Suburb)

VIC  
(State)

3103  
(Postcode)

  
(Signature)

in the presence of

Michelle Price  
(Full Name of Witness)

  
(Signature of Witness)

**Signed for and on behalf of the Employer:**

Rachael Falloon  
(Full Name)

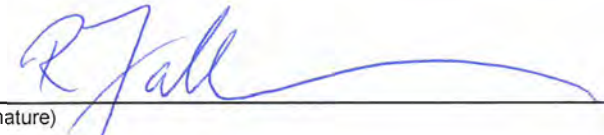
Principal, Fintona Girls' School  
(Position)

79 Balwyn Road  
(Address)

Balwyn  
(Suburb)

VIC  
(State)

3103  
(Postcode)

  
(Signature)

in the presence of

Michelle Price  
(Full Name of Witness)

  
(Signature of Witness)



## **SCHEDULE 1A: CLASSIFICATION STRUCTURE - TEACHERS**

### **1A.1 Duties of an Employee**

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

### **1A.2 Teachers with full and provisional registration and Progression**

A Teacher holding full or provisional registration who has a four-year approved training course beyond secondary school, including teacher training, will commence at Level 1 and progress to Level 11 in annual increments on the anniversary of the Teacher's teaching appointment with the School, or in the case of non-continuous service, after the completion of the equivalent of a school year.

Teachers with an FTE of 0.4 or less will need to complete two years' service to progress to the next level.

### **1A.3 Permission to Teach Teachers**

1A.3.1 A permission to Teach Teacher will be paid not less than Level 1.

1A.3.2 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.4 Acquisition of Additional Qualifications**

1A.4.1 Subject to clause 1A.1, a Four-year trained Teacher who acquires additional qualifications relevant to education, is entitled to be credited with the equivalent of 1 year of experience for each qualification (where the qualification is at least the equivalent of 1 full year course of study) up to 5 years of training.

1A.4.2 A Teacher is required to notify the Employer in writing of the acquisition of the qualification. The written notice must be accompanied by satisfactory evidence of acquisition, which ordinarily will include a certified copy of the award and transcript of results.

1A.4.3 The advancement to take effect from the commencement of the next school year after the Teacher gains the qualification.

### **1A.5 Evidence of qualifications**

1A.5.1 On engagement, the Employer may require that the Employee provide documentary evidence of qualifications and teaching experience. If an Employer considers that the Employee has not provided satisfactory evidence, and advises the Employee in writing to this effect, then the Employer may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the Employer will not unreasonably refuse to recognise the qualifications or teaching experience of an Employee.

1A.5.2 Where an Employee has completed further teaching experience with another Employer (for example during unpaid leave) or additional qualifications after commencement of employment

they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the Employee provided satisfactory evidence to the Employer within three months of completion. In all other cases the Employee will be classified and paid from the date satisfactory evidence is provided.

**SCHEDULE 1B: SALARIES - TEACHERS**

**1B.1 The annual salary for a full time Teacher will be as prescribed in the following table:**

Level	2022			2023 (+2%)			2024 (+2.5%)		
	salary	LL	incl. LL	salary	LL	incl. LL	salary	LL	incl. LL
1	\$ 79,500	\$ 1,067	\$ 80,567	\$ 81,090	\$ 1,089	\$ 82,179	\$ 83,117	\$ 1,116	\$ 84,233
2	\$ 82,000	\$ 1,101	\$ 83,101	\$ 83,640	\$ 1,123	\$ 84,763	\$ 85,731	\$ 1,151	\$ 86,882
3	\$ 84,500	\$ 1,134	\$ 85,634	\$ 86,190	\$ 1,157	\$ 87,347	\$ 88,345	\$ 1,186	\$ 89,531
4	\$ 87,000	\$ 1,168	\$ 88,168	\$ 88,740	\$ 1,191	\$ 89,931	\$ 90,959	\$ 1,221	\$ 92,180
5	\$ 90,100	\$ 1,210	\$ 91,310	\$ 91,902	\$ 1,234	\$ 93,136	\$ 94,200	\$ 1,265	\$ 95,464
6	\$ 93,200	\$ 1,251	\$ 94,451	\$ 95,064	\$ 1,276	\$ 96,340	\$ 97,441	\$ 1,308	\$ 98,749
7	\$ 96,300	\$ 1,293	\$ 97,593	\$ 98,226	\$ 1,319	\$ 99,545	\$ 100,682	\$ 1,352	\$ 102,033
8	\$ 100,000	\$ 1,342	\$ 101,342	\$ 102,000	\$ 1,369	\$ 103,369	\$ 104,550	\$ 1,404	\$ 105,954
9	\$ 103,700	\$ 1,392	\$ 105,092	\$ 105,774	\$ 1,420	\$ 107,194	\$ 108,418	\$ 1,455	\$ 109,874
10	\$ 107,400	\$ 1,442	\$ 108,842	\$ 109,548	\$ 1,471	\$ 111,019	\$ 112,287	\$ 1,507	\$ 113,794
11	\$ 117,000	\$ 1,571	\$ 118,571	\$ 119,340	\$ 1,602	\$ 120,942	\$ 122,324	\$ 1,642	\$ 123,966

These annual salary amounts will come into effect from:

- (a) For 2022 amounts - on the date this Agreement was voted as approved by the Employees under this Agreement;
- (b) For 2023 and 2024 amounts – from 1 February 2023 and 1 February 2024 respectively.

**1B.2 Weekly Salary**

The weekly salary is calculated by dividing the annual salary by 52.18.

**1B.3 Annual Leave Loading**

The annual salary in 1B.1 includes annual leave loading.

**1B.4 Casual Rate of Pay**

The casual rate of pay will be no less than as prescribed by the Department of Education and Training for Victorian Government Schools being:

Casual Rate of Pay		
Year	Per Day	1/2 Day
2022	\$383.13	\$191.56

Figures for 2023 and 2024 will be adjusted as and when the Department of Education and Training for Victorian Government Schools rates change.

## SCHEDULE 1C: POSITIONS OF RESPONSIBILITY - TEACHERS

### 1C.1 Eligibility

The Positions of Responsibility available at Fintona and the allowances attached to them will be determined by the Principal and will be subject to review at the discretion of the Principal.

### 1C.2 Classification Table

1C.2.1 The current positions of responsibility are as follows:

Level	Level A	Level B	Level C	Level D	Level E
<b>Allowance</b>	see table	see table	see table	None	see table
Timetabled equivalent release (periods) per cycle	8	8 (unless noted)	4 (unless noted)	as noted	None
<b>Equivalent FTE</b>	0.2FTE	0.2FTE (unless noted)	0.1FTE (unless noted)	as noted	N/A
<b>Roles</b>	Learning Area Leader • English • Mathematics • Science / Technology	Learning Area Leader • Art • Humanities • Languages • Physical Education • P-6 Curriculum & Pedagogy Other: • Library & Info Services Coordinator (24/0.6FTE) • Sport Coordinator • VCE Coordinator • ELC Learning and Operations Leader (16/0.4FTE) • Timetabler/Daily Org (12/0.3FTE)	Learning Area Leader • Commerce • Drama • Music (includes Instrumental program) Other: • Drama (Productions) • Music (Performances) • Year 8 Coord. (8/0.2FTE) • Year 9 Coord. (8/0.2FTE)	Careers Coordinator (24/0.6FTE) Debating/Public Speaking (4/0.1FTE) Junior Campus Personal Development Leader (4/0.1FTE) JS Camps and Carnivals (2/0.05FTE) Rowing Coordinator (16/0.4FTE) SC Camps (Yrs8-10)/Duke of Ed/World Challenge (4/0.1FTE)	SC Tutors SC House Leaders

1C.2.2 The payment of an allowance is linked to the Positions of Responsibility rather than tied to an individual Teacher.

1C.2.3 The Principal has the discretion to determine if the Position of Responsibility is fixed or ongoing.

### 1C.3 Notification of Allowance

The Principal will provide written advice to a Teacher holding a position of responsibility concerning the amount of pay for the position, its tenure and the duties required.

See next page for 1C.4

#### 1C.4 Allowance Table

1C.4.1 The full time allowances will be as prescribed in the following table.

1C.4.2 Teachers holding positions of responsibility will be paid a pro rata amount if the position is shared.

1C.4.3 The positions of responsibility allowances are as follows:

	2022			2023 (+2%)			2024 (+2.5%)		
	allowance	LL	incl. LL	allowance	LL	incl. LL	allowance	LL	incl. LL
<b>Level A</b>	\$ 10,500	\$ 141	<b>\$ 10,641</b>	\$ 10,710	\$ 144	<b>\$ 10,854</b>	\$ 10,978	\$ 147	<b>\$ 11,125</b>
<b>Level B</b>	\$ 8,400	\$ 113	<b>\$ 8,513</b>	\$ 8,568	\$ 115	<b>\$ 8,683</b>	\$ 8,782	\$ 118	<b>\$ 8,900</b>
<b>Level C</b>	\$ 4,200	\$ 56	<b>\$ 4,256</b>	\$ 4,284	\$ 58	<b>\$ 4,342</b>	\$ 4,391	\$ 59	<b>\$ 4,450</b>
<b>Level D</b>	NIL	NIL	<b>NIL</b>	NIL	NIL	<b>NIL</b>	NIL	NIL	<b>NIL</b>
<b>Level E</b>	\$ 1,000	\$ 13	<b>\$ 1,013</b>	\$ 1,020	\$ 14	<b>\$ 1,034</b>	\$ 1,046	\$ 14	<b>\$ 1,060</b>

These amounts will come into effect from:

- (a) For 2022 amounts - on the date this Agreement was voted as approved by the Employees under this Agreement;
- (b) For 2023 and 2024 amounts – from 1 February 2023 and 1 February 2024 respectively.

## **SCHEDULE 2A: CLASSIFICATION STRUCTURE - SCHOOL ASSISTANTS**

### **2A.1 Classifying School Assistants**

Positions for School Assistants will be classified in accordance with the following criteria.

Gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as "typical" at each of the levels. A position need not involve all the duties listed as "typical" of the level nor are the typical duties the only ones which may be required.

### **2A.2 Level 2**

Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification, but could also be gained from on the job relevant experience considered equivalent by the Employer.

#### **2A.2.1 Characteristics**

It is characteristic of this classification that the School Assistant may be required to perform any combination of a wide range of functions under direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.

#### **2A.2.2 Typical duties**

The duties of positions at this level may include some or all of the following:

##### **(a) Library Technician**

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

- processing books (marking, covering, repairing and shelving)
- sorting catalogue cards
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying
- assisting Teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- under direction, assist teaching staff to take story groups
- searching and identifying fairly complex bibliographic material
- simple copy cataloguing
- filing catalogue cards
- organizing inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

**(b) Laboratory Technician**

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- maintaining equipment and materials
- manufacturing and servicing equipment
- implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- preparing experiments
- preparation of teaching aides under direction
- preparation of standard solutions
- care of fauna and flora
- ordering supplies and materials

**(c) ELC Teacher Assistant**

Performing such tasks as:

- assist in the implementation of the daily routine
- assist with the preparation, general cleanliness (non industrial) and cleaning up and packing away of activities
- attend to the physical, social and emotional needs of the children on an individual and group basis
- achieve a warm and friendly relationship with children that is supportive and responsive to their needs
- complete routine tasks and activities without constant direction
- to have an understanding of and contribute to the development and implementation of the program planned for the children
- undertake general observation of children, and report findings to the ELC Teacher as appropriate
- enhance the environment - displays and documentation
- assist in working with individuals and small groups of children, both spontaneous and organised
- encourage parents to participate in the program and the ELC's activities
- work positively and appropriately with all staff and parents and the School in the provision of services
- involvement in the co-curricular life of the school

### **2A.3 Level 3**

Positions, the duties of which require, in addition to the knowledge and skills required at Grade 2 level, additional experience or knowledge such as would normally be obtained from the completion of an additional year of post-secondary qualification but could also be gained from on the job relevant experience considered equivalent by the Employer.

#### **2A.3.1 Characteristics**

It is an essential characteristic of a School Assistant at this classification level that such School Assistant is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of a School Assistant classified as a School Assistant Level 2.

#### **2A.3.2 Typical Duties**

In addition to some duties specified for lower level positions, the duties of positions at this level may include some or all of the following:

##### **(a) Senior Library Technician/Librarian**

Under general direction, undertake substantial responsibility associated with the efficient operation of the library/s including some duties specified for lower level positions and in addition some or all of the following:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- in-charge of an identifiable functional unit (e.g. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities)

##### **(b) Senior Laboratory Technician/Laboratory Manager**

Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:

- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with teaching staff)
- responsible to Head of Faculty for safe storage, handling and disposal of hazardous or toxic substances



**(c) Language Conversation Assistant**

Performing such tasks as:

- In conjunction with Teachers and the Learning Leader, preparing material and content for students' language sessions
- Conducting language learning sessions with students in either small groups or as individuals
- Providing linguistic, grammatical and pronunciation support to students
- Documenting students' progress in conversational fluency
- Assisting students with examination preparation
- Assisting Teachers in the development of language resources
- Assisting with school activities relating to language and culture.

**SCHEDULE 2B: SALARIES - SCHOOL ASSISTANTS**

**2B.1 Annual Salary**

2B.1.1 The annual salary for a full time School Assistant will be as prescribed within the following table:

		SALARY								
		2022			2023 (+2%)			2024 (+2.5%)		
Level 2	Subdivision	Salary	LL	Incl LL	Salary	Salary	Incl LL	Salary	LL	Incl LL
	1	\$ 58,838	\$ 789	\$ 59,627	\$ 60,015	\$ 805	\$ 60,820	\$ 61,515	\$ 825	\$ 62,340
	2	\$ 59,293	\$ 795	\$ 60,089	\$ 60,479	\$ 811	\$ 61,290	\$ 61,991	\$ 832	\$ 62,823
	3	\$ 60,262	\$ 808	\$ 61,070	\$ 61,467	\$ 825	\$ 62,292	\$ 63,004	\$ 845	\$ 63,849
	4	\$ 63,328	\$ 850	\$ 64,177	\$ 64,594	\$ 867	\$ 65,461	\$ 66,209	\$ 888	\$ 67,097
	5	\$ 65,694	\$ 881	\$ 66,576	\$ 67,008	\$ 899	\$ 67,907	\$ 68,683	\$ 921	\$ 69,605
	6	\$ 67,730	\$ 909	\$ 68,639	\$ 69,085	\$ 927	\$ 70,011	\$ 70,812	\$ 950	\$ 71,762
Level 3	Subdivision	Salary	LL	Incl LL	Salary	LL	Incl LL	Salary	LL	Incl LL
	1	\$ 71,562	\$ 960	\$ 72,522	\$ 72,994	\$ 979	\$ 73,973	\$ 74,819	\$ 1,004	\$ 75,822
	2	\$ 73,465	\$ 986	\$ 74,450	\$ 74,934	\$ 1,005	\$ 75,939	\$ 76,807	\$ 1,030	\$ 77,838
	3	\$ 76,069	\$1,020	\$ 77,090	\$ 77,591	\$ 1,041	\$ 78,632	\$ 79,531	\$ 1,067	\$ 80,597
	4	\$ 77,276	\$1,037	\$ 78,312	\$ 78,821	\$ 1,057	\$ 79,879	\$ 80,792	\$ 1,084	\$ 81,876
	5	\$ 79,845	\$1,071	\$ 80,917	\$ 81,442	\$ 1,093	\$ 82,535	\$ 83,478	\$ 1,120	\$ 84,598
	6	\$ 81,086	\$1,088	\$ 82,173	\$ 82,707	\$ 1,110	\$ 83,817	\$ 84,775	\$ 1,137	\$ 85,912

These annual salary amounts will come into effect from:

- (a) For 2022 amounts - on the date this Agreement was voted as approved by the Employees under this Agreement;
- (b) For 2023 and 2024 amounts – from 1 February 2023 and 1 February 2024 respectively.

**2B.2 Part Time Salary**

A part time School Assistant will be paid pro rata of the salary that the School Assistant would be entitled to receive if employed as a Full Time School Assistant.

The pro rata weekly salary is calculated using the following formula:

$$\frac{\text{Total hours employed per week}}{38} \times \text{appropriate full time weekly salary}$$

**2B.3 Incremental Advancement**

2B.3.1 Commencement level and progression

2B.3.2 Advancement to the next increment within the appropriate level will take place on the anniversary of a School Assistant's first appointment with the School or in the case of non- continuous service, after the completion of the equivalent of a School Year.

2B.3.3 Service for the purposes of this clause will include all service in any other school at the grade to which the School Assistant is appointed.

- ELC Lunch Cover – Employees in these roles will commence at Level 2.1. There is no progression beyond Level 2.1;
- ELC Teacher Assistant, Laboratory Technician and Library Technician - Employees in these roles will commence at Level 2.2 and progress to Level 2.6;
- Language Conversation Assistant - Employees in these roles will commence at Level 3.2. There is no progression beyond 3.2;
- Senior Laboratory Technician and Senior Library Technician - Employees in these roles will commence at Level 3.1 and progress to Level 3.6;
- School Assistants employed prior to this Agreement will be placed on the highest subdivision for their level due to their years of experience.

**2B.4 Casual Rate of Pay**

2B.4.1 The rate of pay for a Casual ELC Teacher Assistant will not be less than:

Casual Rate of Pay	
Year	Per hour
2022	\$38.00
2023	\$39.00
2024	\$40.00

2B.4.2 All other School Assistants employed as Casuals under this Agreement will be paid an hourly rate calculated at the minimum subdivision for their applicable level plus a 25% casual loading.

**2B.5 Daily Recall Rate**

2B.5.1 For School Assistants recalled in accordance with clause [43.2](#), the Daily Recall Rates are as follows:

		RECALL DAILY RATE					
		2022		2023 (+2%)		2024 (+2.5%)	
Level 2	Subdivision	Daily Rate	Incl LL	Daily Rate	Incl LL	Daily Rate	Incl LL
	1						
	2	\$ 163.89	\$ 166.09	\$ 167.17	\$ 169.41	\$ 171.35	\$ 173.65
	3	\$ 166.58	\$ 168.82	\$ 169.91	\$ 172.19	\$ 174.16	\$ 176.50
	4	\$ 175.04	\$ 177.39	\$ 178.54	\$ 180.94	\$ 183.01	\$ 185.47
	5	\$ 181.59	\$ 184.03	\$ 185.22	\$ 187.71	\$ 189.85	\$ 192.40
	6	\$ 187.21	\$ 189.72	\$ 190.96	\$ 193.52	\$ 195.73	\$ 198.36
Level 3	Subdivision	Daily Rate	Incl LL	Daily Rate	Incl LL	Daily Rate	Incl LL
	1	\$ 197.81	\$ 200.47	\$ 201.76	\$ 204.47	\$ 206.81	\$ 209.59
	2	\$ 203.07	\$ 205.80	\$ 207.13	\$ 209.91	\$ 212.31	\$ 215.16
	3	\$ 210.26	\$ 213.08	\$ 214.47	\$ 217.35	\$ 219.83	\$ 222.78
	4	\$ 213.60	\$ 216.47	\$ 217.87	\$ 220.79	\$ 223.32	\$ 226.32
	5	\$ 220.71	\$ 223.67	\$ 225.12	\$ 228.14	\$ 230.75	\$ 233.85
	6	\$ 224.13	\$ 227.14	\$ 228.62	\$ 231.69	\$ 234.33	\$ 237.48

These daily recall amounts come into effect from:

- (a) For 2022 amounts - on the date this Agreement was voted as approved by the Employees under this Agreement;
- (b) For 2023 and 2024 amounts – from 1 February 2023 and 1 February 2024 respectively.