



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Firbank Grammar School
(AG2022/3944)

FIRBANK GRAMMAR SCHOOL AGREEMENT 2022

Educational services

COMMISSIONER LEE

MELBOURNE, 12 OCTOBER 2022

Application for approval of the Firbank Grammar School Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Firbank Grammar School Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Firbank Grammar School. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 13.4(d) – Annual Leave.
- Clause 39.3(b) – Termination of Employment.

However, noting clause 7.1 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 October 2022. The nominal expiry date of the Agreement is 19 October 2025.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/3944

Applicant:
Amy McKay
Human Resources Manager
Firbank Grammar School

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Amy McKay, Human Resources Manager, have the authority given to me by Firbank Grammar School to give the following undertakings with respect to the *Firbank Grammar School Agreement 2022* ("the Agreement"):

1. General Staff Salaries

SCHEDULE D – General Staff Salaries

D.1 Annual rates of pay

At the commencement of the Agreement, General Staff salaries are at least 6% above the *Educational Services (Schools) General Staff Award 2020*.

The Employer will undertake to pay an adult Employee not less than the annual rate of pay specified for the Employee's classification prescribed in the following table. The annualised salary below does not include annual leave loading (see clause 38 for the method of calculating annual leave loading).

Classification	Annual Salary
Level 1.1	\$46,174
Level 1.2	\$47,855
Level 1.3	\$49,531
Level 2.1	\$49,898
Level 2.2	\$51,433
Level 3.1	\$52,075
Level 3.2	\$53,004
Level 4.1	\$54,987
Level 4.2	\$57,722
Level 5.1	\$59,597
Level 5.2	\$62,451

Level 6.1	\$64,692
Level 6.2	\$69,094
Level 7.1	\$71,119
Level 7.2	\$73,403
Level 7.3	\$75,670
Level 8	\$82,408

The rate of pay of a General Staff Employee, who is employed by the Employer as at the operative date of this Agreement, will not be reduced as a result of this Agreement becoming operative.

The Employer will also undertake to review General Staff salaries pay scales annually in accordance with clause 32 and clause 44.

2. Annualised salaries

44.6 For the purposes of clause 44.4, the Employer undertakes to conduct a reconciliation of Employee annualised salaries in the following way:

- (a) at the initiative of the Employer;
- (b) on a monthly basis;
- (c) the reconciliation will be calculated so as to ensure that the Employee's annualised salary is greater than what they would have been entitled to under the Award.
- (d) where the completion of a reconciliation reveals that there is a shortfall between the Employee's annualised salary compared to what they would have been entitled to under the Award, the Employee will be reimbursed for that shortfall; and
- (e) for the purposes of clause 44.6(d), in addition to being paid any shortfall, the Employee will also be paid a nominal amount above their Award entitlement.

3. Definition of night shift

The Employer undertakes to apply clause 48.2(c), so that a night shift is a shift which is not a day shift and which finishes after midnight and at or before the commencement of the relevant spread of ordinary hours.

4. Meal allowance

In reference to Schedule E clause 2(a)(ii), the Employer undertakes to pay a meal allowance of \$16.91.

5. Tool allowance

In reference to Schedule E clause 5, the Employer undertakes to pay a weekly tool allowance of \$16.76 per week, and the weekly tool allowance for carpenters or joiners of \$31.72 per week.

6. Vehicle allowance

E.6 Vehicle allowance

In reference to Schedule E clause 6(a)(i), the Employer undertakes to pay a motor car allowance of \$0.92 per kilometre.

In reference to Schedule E clause 6(a)(ii), the Employer undertakes to pay a motorcycle allowance of \$0.31 per kilometre.

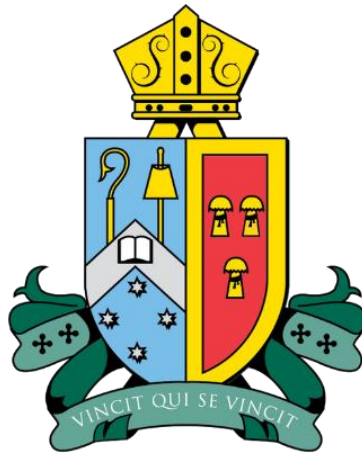
These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, appearing to be 'SMA', written over a horizontal line.

Signature

5 October 2022

Date



FIRBANK GRAMMAR

FIRBANK GRAMMAR SCHOOL AGREEMENT 2022

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART 1 – APPLICATION AND OPERATION

1. DEFINITIONS AND INTERPRETATION

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

2. COMMENCEMENT AND PERIOD OF OPERATION

2.1 The Agreement will come into operation seven days after being approved by the Fair Work Commission (**FWC**).

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

3. DEFINITIONS AND INTERPRETATIONS

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Award	means the <i>Educational Services (Schools) General Staff Award 2020</i> and the <i>Educational Services (Teachers) Award 2020</i> or their successor awards, unless separately identified
Boarding supervision services	means a General Staff Employee whose principal duties are to support the operation of a school's boarding house in relation to the supervision of students
Classroom support services	means a General Staff Employee 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
Curriculum/resources services	means a General Staff Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre
Employee	means a person covered by this Agreement
Employer	means Firbank Grammar School ABN 69 007 000 419
FWC	means the Fair Work Commission or its successor

General Employee	Staff	means an Employee other than a Teacher who is covered by this Agreement
Immediate family		<p>means</p> <ul style="list-style-type: none"> • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse 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 difference sexes); and • child or an adult child (including an adopted child, a stepchild, or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee
LSL Act		means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor(s)
Medical Practitioner		means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
NES		means the National Employment Standards as contained in Part 2-2 of the Act
Non-term weeks		means weeks, or part thereof, in the School Year other than term weeks and includes periods designated as school holidays for students.
Nursing services		means a General Staff Employee who is a registered nurse in the relevant State/Territory and is employed as such.
Preschool/childcare services		means a General Staff Employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood Teacher).
Principal		Means the Principal of Firbank Grammar School or their nominee.

<p>School administration services</p>	<p>means a General Staff Employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, events and functions administration, human resources administration and information management.</p>
<p>School operational services</p>	<p>means a General Staff Employee whose principal duties are to support the other services of a school, including but not limited to:</p> <ul style="list-style-type: none"> • construction, plumbing, carpentry, painting and other trades; • cleaning, maintenance, school facility management; • security, caretaking; • gardening, turf management, farming; • retailing—canteens, uniform shops, book shops; • cooking/catering, housekeeping, laundry; and • bus driving and vehicle maintenance.
<p>School Teacher</p>	<p>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 (Vic)</i> 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</p>
<p>School Year</p>	<p>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</p>
<p>Shut Down Period</p>	<p>means a period where the Employer shuts down the business, or any part of the business and includes the closure of the School between Christmas and New Year</p>

Standard rate	means the annual salary applicable to Level 3.1 for a General Staff Employee, or Level 1 for a Teacher
Teacher	means a School Teacher and an Early Childhood Teacher, unless separately specified
Term weeks	means the weeks, or part thereof, in the School year that students are required to attend school and designated student free days as set out in the school calendar of the School
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the Education and <i>Training Reform Act 2006</i> (Vic) or its successor
Wellbeing services	means a General Staff Employee whose principal duties are to support the health and wellbeing of students, and Employees, where appropriate. This may include home/school liaison, counsellors, psychologists and therapists
WIRC Act	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor

4. COVERAGE

4.1 This Agreement covers:

- (a) The Employer;
- (b) Teachers; and
- (c) General Staff Employees.

4.2 This Agreement does not cover:

- (a) a Principal;
- (b) a Deputy Principal by whatever name called;
- (c) a Bursar or Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer; or
- (d) a Head of Campus by whatever name called;
- (e) a Director of Learning by whatever name called;

- (f) a Director of Community Relations by whatever name called;
- (g) a Director of Digital Learning by whatever name called;
- (h) any other member of the Firbank Grammar School Senior Leadership Team by whatever name called;
- (i) employees employed in the Firbank Grammar School Swim or Dive School by whatever name called;
- (j) instructional services employees other than a qualified teacher whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff;
- (k) Apprentices;
- (l) Trainees;
- (m) Employees on a supported wage system; and
- (n) Casual employees.

5. RELATIONSHIP TO AWARDS

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

6. NO EXTRA CLAIMS

The Employer and Employees agree that the salary increase and other improvements in conditions of employment provided by this Agreement are in settlement of all existing claims made by the 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.

7. THE NATIONAL EMPLOYMENT STANDARDS

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

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

8. AGREEMENT FLEXIBILITY

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

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

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

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

8.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms of the Agreement; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

(iv) states the day on which the arrangement commences.

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

8.5 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

9. CONSULTATION ABOUT MAJOR WORKPLACE CHANGE

9.1 This Clause applies if the Employer:

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

Major Change

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

- (a) A member of the Senior Leadership Team must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 9.3 to 9.9 apply.

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

9.4 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.

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

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the Employees; and
- (iii) any other matters likely to affect the Employees.

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

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

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

9.9 For the purpose of this clause, a major change is ***likely to have a significant effect on Employees*** if it results in:

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

Consultation about changes to regular roster or ordinary hours of work

9.10 For change referred to in clause 9.1(b);

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) clauses 9.11 to 9.15 apply.

9.11 The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.

9.12 If:

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

the Employer must recognise the Representative.

9.13 The Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) information about the proposed change (for example, information about the nature of the change to the Employee’s regular roster or ordinary hours of work and when that change is proposed to commence); and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

9.15 The employer must give genuine consideration to matters raised about the change by the relevant Employees.

9.16 For the purposes of clauses 9.11 to 9.15, the Employer’s educational timetable in respect of academic classes and student activities, which:

- (a) may operate on a term, semester or a School Year basis, and
- (b) ordinarily changes between one period of operation and the next, and
- (c) may change during the period of operation, is not a regular roster.

9.17 However, where a change to the 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) to the days over which the Employee is required to work,

then Clauses 9.11 to 9.15 will apply.

9.18 In this clause **relevant Employees** means the Employees who may be affected by a change referred to in clause 9.1.

9A. THE CONSULTATIVE COMMITTEE

9A.1 The Consultative Committee (**the Committee**), will serve as a communication forum to enable the views of staff on a range of issues to be considered by the Committee and where required, a decision will be made by the Principal.

9A.2 The Committee shall be composed of two representatives of School Management and four Employee representatives comprising, two General Staff (one from ELC), one Senior School teaching, one Turner House teaching and one Sandringham House teaching representative. Members will be nominated via ballot annually.

9A.3 The Committee shall meet at least once per Term.

9A.4 The Committee will consult over any matters of significance referred to it by way of the Representatives, including, but not limited to:

- (a) Matters arising regarding the implementation or interpretation of this Agreement;
- (b) School policies and procedures impacting staff;
- (c) Initiatives and future directions; and
- (d) Other staff concerns.

9A.5 Agreed records of the meeting will be made available to staff.

9A.6 Elected Consultative Committee Representatives are entitled to an annual payment of \$200.

9B THE WORK-LIFE BALANCE COMMITTEE

9B.1 The purpose of the Work-Life Balance Committee is to review and implement Work Life Balance initiatives for staff across the School in order to support staff wellbeing. The Committee will make recommendations to the Principal and Chief Commercial Officer regarding initiatives that promote staff wellbeing.

9B.2 Initiatives explored and implemented by this Committee may include:

- (a) Creation of a Work Life Balance Policy;
- (b) Workload reviews;
- (c) Implementation of Work Life Balance initiatives, such as:
 - (i) time management training;
 - (ii) exercise groups;
 - (iii) lunch and learn sessions on mental health;
 - (iv) mindfulness activities; and
 - (v) book clubs.

9B.3 The Work-Life Balance Committee will include the following members:

- (a) One staff representative from each of the following:
 - (i) Senior School teaching staff;
 - (ii) Turner House teaching staff;
 - (iii) Sandringham House teaching staff;
 - (iv) Early Learning Centre;
 - (v) General Staff (to represent admin/grounds/maintenance staff);
 - (vi) Deputy Principal; and
 - (vii) Human Resources Manager.

9B.4 The role of the staff representatives will be to consult with the staff members they represent so that their concerns or ideas about Work Life Balance can be addressed.

9B.5 The role of the Deputy Principal will be to consider proposals put forward by staff representatives and pass on recommendations to the Principal and Chief Commercial Officer.

9B.6 The role of the Human Resources Manager will be to consider proposals put forward by staff. They will also coordinate the committee and take responsibility for the taking and dissemination of agendas, minutes and the scheduling of meetings.

9B.7 The recommendations of the Committee will be considered by the Principal within a reasonable period of time. If recommendations are rejected the reasons given should be provided in writing to the Committee members.

9B.8 The Work-Life Balance Committee will meet at least twice per term.

9B.9 Elected Work-Life Balance Committee Representatives are entitled to an annual payment of \$200.

10. DISPUTE RESOLUTION

10.1 If a dispute relates to:

- (a) a matter arising under the Agreement, or
- (b) the NES,

this clause sets out procedures to settle the dispute.

10.2 However, a dispute cannot be referred to the FWC if the dispute is in relation to a contravention (or alleged contravention) of subsections 65(5) or 76(4) of the Act.

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

10.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management. The parties will make every reasonable effort to resolve the matter by discussions between the Employee and the Employer.

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

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

(a) the FWC will first attempt to resolve the dispute using one or more of the following methods:

(i) mediation, conciliation, expressing an opinion and making a recommendation; and

(ii) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:

(A) in relation to the NES, arbitrate the dispute; or

(B) in relation to all other matters in the Agreement, arbitrate the dispute, and

make a determination that is binding on the parties except as follows.

Note if FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 10.7 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an Employee must continue to work as they normally would, unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) the *Occupational Health and Safety Act 2004 (Vic)* would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 10.8 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

PART 3 – CONDITIONS FOR ALL EMPLOYEES

11. REMUNERATION PACKAGING

- 11.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee 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, provided the remuneration packaging arrangement:
- (a) does not result in an additional cost to the Employer; and
 - (b) is compliant with applicable legislation.
- 11.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary written agreement varying the Employee's conditions of employment.
- 11.3 Except where a remuneration packaging arrangement relates to superannuation contributions, the Employer may appoint a specialist salary package administrator to review remuneration packaging arrangements to ensure compliance with any applicable legislation. The Employer and Employee agree to accept the findings and recommendations of the administrator.

12. MINIMUM EMPLOYMENT PERIOD

- 12.1 An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months.
- 12.2 If the Employer terminates the Employee's employment during the first six months of the 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 27 – Performance and conduct management.
- 12.3 If the Employer terminates the employment of an Employee during the minimum employment period, then the Employee is entitled to the following notice or payment in lieu of notice:
- (a) Teaching staff – 1 week; and
 - (b) General Staff Employee - 1 week.
- 12.4 If the Employee resigns during the minimum employment period, the Employee is required to provide the same notice required of the Employer in clause 12.3.

13. ANNUAL LEAVE

13.1 Annual leave is prescribed by the NES. This clause supplements the NES provisions.

13.2 Clauses 35 and 36 provide further details on conditions related to annual leave entitlements for Teachers.

13.3 Timing of annual leave

(a) A Teacher must take annual leave during Non-term weeks. Leave must generally be taken in the four-week period immediately following the final term week of the School Year, unless otherwise agreed with the Employer.

(b) The Employer may require a General Staff Employee to take their annual leave during Non-term weeks of the School Year.

(c) With the exception of the Shut Down Period between Christmas and New Year during which annual leave is not deducted, a General Staff Employee must take annual leave during a Shut Down Period unless otherwise agreed in writing.

(d) For the avoidance of doubt, clause 13.3(c) does not apply to Teachers who are covered by this Agreement.

(e) In addition to the above, an ongoing General Staff Employee receives the following days without deduction of annual leave entitlement when no students and teachers are present at School:

(i) Easter Tuesday;

(ii) Term 3 mid-term break;

(iii) Term 4 mid-term break.

13.4 Crediting of annual leave for General Staff Employees

(a) The Employer and a General Staff Employee may agree in writing for the General Staff Employee to take annual leave before the leave has accrued.

(b) The agreement between the Employer and the General Staff Employee will state the amount of leave to be taken in advance of accrual and the date the leave is to commence, and will be signed by the Employer and the General Staff Employee, or the General Staff Employee's parent or guardian where the General Staff Employee is under the age of 18.

(c) The Employer will retain a copy of the agreement on the General Staff Employee's personnel file.

- (d) Where paid leave has been granted in excess of the accrued entitlement, and the employment of the General Staff Employee subsequently ceases, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the General Staff Employee upon termination of employment.

14. PERSONAL/CARER'S LEAVE

14.1 Personal/carer's leave is prescribed by the NES except where this Agreement provides ancillary or supplementary terms.

14.2 An Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave

14.3 A full-time Teacher or General Staff Employee is entitled to the 15 days of paid personal/carer's leave accruing progressively during a year of service. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.

14.4 Where a full-time Teacher or General Staff Employee requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual as follows:

- (a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or

- (b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,

provided that:

- (i) the notice and evidentiary requirements set out in clause 14.8 are met, and

- (ii) any paid leave provided in advance of accrual still owing at the time of termination of employment is deducted from the Employee's final payment.

14.5 Paid personal leave is taken due to a personal illness or injury.

14.6 Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

14.7 Where the Employee has exhausted their paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

14.8 Notice and evidentiary requirements:

- (a) an Employee must notify the Employer of the Employee's absence as soon as 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.
- (b) an Employee is entitled to personal/carer's leave provided that:
 - (i) the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence of more than two consecutive days;
 - (ii) the Employee provides a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;
 - (iii) the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one School Year.

15. COMPASSIONATE LEAVE

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

15.2 An Employee may take:

- (a) up to three (3) days' paid leave per occasion:
 - (i) when a member of the Employee's Immediate Family or household dies;
or
 - (ii) a child is stillborn where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or

- (iii) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
 - (b) up to two (2) days' paid leave per occasion when a member of the Employee's Immediate Family or household contracts or develops a personal injury or illness that poses a serious threat to life.
- 15.3 Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
- 15.4 The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires. Reasonable evidence may either take the form of a medical certificate from a Medical Practitioner or a statutory declaration.

16. COMMUNITY SERVICE LEAVE

16.1 Community service leave is provided for in the NES.

16.2 Jury Service Leave

- (a) An Employee who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (b) An Employee must notify the Employer as soon as practicable of the date/s the Employee is required to attend court for jury service.
- (c) 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.
- (d) 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 for their jury service.
- (e) Subject to clause 16.2(b), (c) and (d), the Employer will reimburse an Employee granted leave pursuant to clause 16.2(a) an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

17. FAMILY VIOLENCE LEAVE

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff who experience Family Violence in accordance with this clause.

17.1 Definition:

- (a) For the purpose of this clause, Family Violence has the same meaning as specified in the *Family Violence Protection Act 2008* (Vic) (**FV Act**). Under the FV Act, family violence is defined as behaviour by a person towards a family member of that person if that behaviour:
 - (i) is abusive (physical, sexual, emotional or psychological, or economic), threatening, coercive or in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
 - (ii) causes a child to hear or witness, or to otherwise be exposed to the effects of behaviour described above.

17.2 Leave entitlement

- (a) An Employee who is subject to Family Violence is entitled to ten days per year of paid family violence leave for the purpose of:
 - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (ii) relocation or making other safety arrangements; or
 - (iii) other activities reasonably associated with the experience of family violence.

17.3 An Employee who supports a person experiencing family violence may access carer's leave to accompany a person to court, hospital or to mind children.

17.4 Family violence leave may be taken as consecutive or single days, including half days.

17.5 Family violence leave is not cumulative from year to year.

17.6 Notice and Evidentiary Requirements

- (a) The Employee shall give notice to the Principal as soon as practicable of the Employee's request to take family violence leave.
- (b) The Employee may be required to provide documentary evidence that would satisfy a reasonable person that the leave is for a purpose as set out above in clause 17.2. Such evidence may include a document issued by the police service, a court, a Medical Practitioner (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.

(c) The Employer will not place the documentary evidence provided under clause 17.6(b) on the Employee's file, unless expressly permitted by the Employee. Instead, the Employer may place a note on the Employee's file confirming:

- (i) the dates that family violence leave was taken; and
- (ii) that documentary evidence was sighted by the Employer.

17.7 Personal information provided by the Employee to the Employer concerning family violence will be treated confidentially as far as reasonably practicable to do so, unless the Principal deems disclosure to be necessary for operational reasons.

17.8 The Employee may make a request and the Employer will make any reasonable adjustments to the Employee's employment or working conditions while they are experiencing family violence. The temporary changes to an Employee's role will be reviewed at agreed periods.

18. PUBLIC HOLIDAYS

18.1 Public holidays are provided for in the NES.

18.2 A General Staff Employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Employer and the Employee have agreed to the Employee taking a day off instead of payment in which case the Employee will be paid at their base rate of pay for their ordinary hours of work.

18.3 Substitution of public holidays

- (a) By agreement between the Employer and an Employee, an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- (b) The agreement will be recorded in writing and made available to the affected Employee.
- (c) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

19. LONG SERVICE LEAVE

19.1 An Employee is entitled to 13 weeks' long service leave upon completion of ten years of continuous employment with the Employer. An Employee is entitled to an additional 6.5 weeks' long service leave for each additional five years of continuous employment with the Employer.

19.2 An Employee must apply for long service leave in writing not later than the end of Term 2 in the year prior to the year during which it is proposed to take long service leave, unless in the reasonable opinion of the Employer, exceptional circumstances exist.

- 19.3 An application for long service leave is granted at the discretion of the Principal after considering the Employer's operational requirements.
- 19.4 Payment during long service leave will ordinarily be at the time that the Employer pays wages. Upon receiving a request in writing not less than one month prior to the commencement of long service leave, the Employer will deposit the payment for long service leave into the Employee's nominated financial institution account for salary payments at the commencement of the period of long service leave.
- 19.5 An Employee who has completed seven years of continuous employment, but less than ten years of continuous employment, is entitled to long service leave on a pro rata basis. The Employee may apply to take long service leave which is limited to the Employee's accrued long service leave entitlement.
- 19.6 An Employee may access their accrued personal leave whilst on long service leave, but the discretion rests with the Principal as to whether the Employee may extend the granted period of long service leave by a period equivalent to the personal leave.
- 19.7 The Employee's application under clause 19.6 must:
- (a) be received by the Employer during the Employee's period of illness or injury;
 - (b) be accompanied by a medical certificate signed by a Medical Practitioner or a statutory declaration attesting to the illness or injury and the duration of the illness or injury; and
 - (c) indicate whether the Employee wishes to extend their long service leave by the equivalent period of the duration of their illness or injury, or whether they will return from leave as planned with the period of their illness or injury to be credited to their accrued long service leave entitlement.

20. PARENTAL LEAVE

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

20.2 Variation of period of parental leave

Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Employer and the Employee.

20.3 Notice of termination to a replacement Teacher

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

21. PAID PARENTAL LEAVE

21.1 Application for Permanent Staff

- (a) This clause does not apply to an Employee who has completed less than 18 months of continuous employment with the Employer.
- (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 20 - Parental Leave.
- (c) The payments in clauses 21.3 and 21.4 are:
 - (i) are not payable during a period of paid leave;
 - (ii) are payable from the commencement date of the period of parental leave upon the birth or adoption of a child;
 - (iii) are paid at the Employee's ordinary rate of pay; and
 - (iv) are payable to one Employee only, where the Employer employs both parents of the child.

21.2 Birth-related leave and adoption-related leave

- (a) Subject to clause 21.2(e) below an Employee who has completed at least 18 months of continuous employment with the Employer will be entitled to 14 weeks of leave with pay to be responsible for the care 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.
- (c) The period of leave with pay comprises paid birth-related leave/adoption related leave and annual leave that accrues during the birth-related leave/adoption-related leave.
- (d) 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 or adoption of an additional child.
- (e) Federal Government statutory paid parental leave scheme amounts under which an Employee is able to access benefits will be in addition to the paid parental leave an Employee is entitled to under this clause.

21.3 Application for Fixed-Term Staff

- (a) This clause does not apply to a fixed-term Employee who has completed less than 18 months of continuous employment with the Employer.

- (b) This clause applies to a full-time or part-time fixed-term Employee who is entitled to unpaid parental leave in accordance with the NES and clause 20 - Parental Leave.
- (c) The payments in clauses 21.3 are:
 - (i) are not payable during a period of paid leave;
 - (ii) are payable from the commencement date of the period of parental leave upon the birth or adoption of a child;
 - (iii) are paid at the Employee's ordinary rate of pay; and
 - (iv) are payable to one Employee only, where the Employer employs both parents of the child.

21.4 Fixed-term Employees who meet eligibility based on clause 21.3(a) and 21.3(b), are eligible for clause 21.2 Birth-related leave and adoption-related leave, with the schedule below applied:

- (a) Subject to clause 21.2(e) above, a fixed-term Employee who has completed at least:
 - (i) 18 months of continuous employment with the Employer will be entitled to 4 weeks of leave with pay to be responsible for the care of the child.
 - (ii) 30 months of continuous employment with the Employer will be entitled to 8 weeks of leave with pay to be responsible for the care of the child.
 - (iii) 42 months of continuous employment with the Employer will be entitled to 12 weeks of leave with pay to be responsible for the care of the child.

21.5 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 and takes concurrent leave of at least one (1) week, within one month of the birth or placement of the child will be paid for that week. The Employee may take an additional (1) week of Personal Leave if they have such leave accrued.

22. LEAVE WITHOUT PAY AND LIFE LEAVE

22.1 An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay in excess of two (2) Term weeks except for Long Service Leave.

22.2 An Employee may apply for Life Leave which may be granted at the discretion of the Principal. The duration of Life Leave is twelve months. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay in excess of two term weeks except for Long Service Leave.

22.3 Upon written request by an Employee the Principal has discretion to replace leave without pay by other forms of paid leave such as Long Service Leave or Annual Leave.

23. INFECTIOUS DISEASES LEAVE

23.1 An Employee who is diagnosed with an infectious disease and is unable to continue to work from home, will be granted special leave without deduction of pay provided the Employer is satisfied on reasonable medical advice that:

- (a) The Employee has contracted the disease;
- (b) The infectious disease was contracted through a contact at the School; and
- (c) The infectious disease is evident in the School.

23.2 For the purpose of this clause, infectious disease means:

- (a) German measles;
- (b) Chickenpox;
- (c) Measles;
- (d) Mumps;
- (e) Scarlet fever;
- (f) Whooping cough;
- (g) Rheumatic fever;
- (h) Hepatitis; or
- (i) Infectious respiratory diseases such as COVID-19, SARS, bird flu or swine flu, or similarly serious and contagious disease.

24. EXAMINATION LEAVE

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

25. QUALIFICATION CONFERRAL LEAVE

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

26. BREAKAGE AND LOSS

An Employee who takes reasonable care will not suffer loss of income for any accidental breakages or loss of property which occurs in the normal course of the Employee's duties.

27. PERFORMANCE AND CONDUCT MANAGEMENT

27.1 Application

The Employer will not be required to commence a performance or conduct management procedure, where an Employee's employment is terminated during the minimum employment period.

27.2 Performance Management

- (a) Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
- (b) A formal performance management procedure will commence with the Employer advising the Employee in writing of:
 - (i) the commencement of a formal performance management procedure;
 - (ii) the Employer's concern(s) with the Employee's performance;
 - (iii) the time, date and place of the first formal meeting to discuss the Employee's performance, or alternatively, that the Employee will receive an opportunity to respond to the Employer's concerns in writing;
 - (iv) the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance; and
 - (v) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (c) Formal performance management meetings will:
 - (i) include discussion of the Employer's concern(s) with the Employee's performance;

- (ii) give the Employee an opportunity to respond to the Employer's concern(s);
 - (iii) include discussion of any counselling or assistance, where appropriate, available to the Employee;
 - (iv) include documentation, where appropriate;
 - (v) set periods of review, as appropriate.
- (d) If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice in accordance with clause 39 (Teachers) or clause 46 (General Staff) of this Agreement.

27.3 Conduct Management

- (a) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- (b) The Employer will advise the Employee in writing of:
- (i) Commencement of the conduct management procedure;
 - (ii) the Employer's concern(s) with the Employee's conduct
 - (iii) the time, date and place of the meeting to discuss the Employee's conduct, or alternatively, that the Employee will receive an opportunity to respond to the Employer's concerns in writing;
 - (iv) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct; and
 - (v) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- (c) Formal conduct management meeting(s) will:
- (i) include discussion of the Employer's concern(s) with the Employee's conduct; and
 - (ii) give the Employee an opportunity to respond to the Employer's concern(s).

- (d) Where allegations of a serious nature are made against the Employee, the Employer may:
- (i) vary the above procedure provided the Employee and their nominee (if any) is notified of any such variation in writing;
 - (ii) appoint an independent and external investigator to investigate the allegations made against the Employee; and
 - (iii) suspend the Employee with pay while the alleged conduct is investigated and until conclusion of the formal conduct management procedure.
- (e) Concern(s) with an Employee's conduct may be resolved by:
- (i) summary dismissal, where allegations of serious misconduct are substantiated and are of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
 - (ii) issuing the Employee with a warning or a final warning in writing;
 - (iii) terminating the employment of the Employee in accordance with the relevant notice provision specified in this Agreement; and
 - (iv) other action, appropriate to the situation, including taking no action where allegations made in respect of an Employee's conduct are not substantiated.

28. REDUNDANCY

28.1 The following redundancy pay scales will apply instead of the provisions in the NES:

- (a) If an Employee is under 45 years of age:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	8 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay

6 years and less than 8 years	16 weeks' pay
8 years and over	2 weeks' pay for each additional completed year of service up to 30 weeks

(b) If an Employee is over 45 years of age:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year but less than 2 years	5 weeks' pay
2 years but less than 3 years	10 weeks' pay
3 years but less than 4 years	12.5 weeks' pay
4 years but less than 5 years	15 weeks' pay
5 years but less than 6 years	17.5 weeks' pay
6 years but less than 8 years	20 weeks' pay
8 years and over	2.5 weeks' pay for each additional completed year of service up to 37.5 weeks

28.2 For the purposes of this clause continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer.

28.3 Transfer to lower paid duties

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

28.4 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment, until the expiry of the notice period, but is not entitled to payment instead of notice.

28.5 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day time off without loss of pay during each week of the notice period for the purpose of seeking other employment.
- (b) The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- (c) At the request of the Employer, the Employee must produce proof of attendance at an interview.
- (d) This entitlement applies instead of clauses 39.4 and 46.3.

29. PAYMENT OF WAGES

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

30. SUPERANNUATION

30.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund selected by the Employer applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

30.2 Employer contributions

The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

30.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the

Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 30.2.

- (b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under clauses 30.3(a) or 30.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 30.3(a) or 30.3(b) was made.

30.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 30.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in clause 30.2 and pay the amount authorised under clauses 30.3(a) and 30.3(b) to the Employer's chosen default superannuation fund (currently NGS Superannuation Fund) or its successor, provided that the Employer is not required to become a participating employer.

31. ACCIDENT 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 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 39 weeks.

32. SALARY INCREASES

- (a) The School will review Staff pay scales annually taking into consideration such factors as rates of pay applicable elsewhere in the education sector, the wage price index and other relevant market factors. The formula for calculating salaries for 2023 and beyond will be at the discretion and ultimate approval of the School Board, with a minimum 2% to salary increase for all Staff.
- (b) Clause 32(a) applies to all Staff, unless otherwise agreed or covered by an alternate arrangement agreed between the Employer and Employee.

PART 4 – CONDITIONS FOR TEACHERS

33. TYPES OF EMPLOYMENT

33.1 Teachers will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) fixed term employment.

33.2 Terms of engagement

- (a) On appointment, the Employer will provide the Teacher with a letter of appointment stating their classification and rate of salary applicable on commencement, and details for how the annual leave loading will be paid.
- (b) For a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load and that their extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.
- (c) Where the Employer engages the Teacher on a fixed-term basis, the letter of appointment will state the reason the employment is fixed-term, and the period of the employment.

33.3 Face-to-face hours

'Face-to-face teaching' is defined as regular rostered teaching sessions in a documented course of study approved by the employer for which the teacher has primary responsibility for educational delivery. This includes sessions of direct student instruction rostered or required by the employer for curricular or pastoral functions involving student supervision.

The maximum face-to-face teaching hours that a principal may assign to a teacher is as follows:

- (a) **For Primary Teachers (Prep to Grade 6)** – not more than 22 hours per week (inclusive of assembly time each week at which teachers are expected to lead, facilitate/participate)
- (b) **For Secondary Teachers** – not more than 19 hours per week (including Mentor sessions which aren't assemblies)

In determining the face-to-face teaching hours of a teacher employed part-time, the arrangements outlined in this section apply on a pro rata basis.

33.4 Full-time employment

A full-time Teacher is engaged to work an average of 38 ordinary hours per week.

33.5 Part-time employment

- (a) A part-time Teacher is engaged to work on a regular basis for not more than 90% of the hours of a full-time Teacher in the School.
- (b) Where the Employer requires a part-time Teacher to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered full-time and work requirements and remuneration will be adjusted accordingly.
- (c) Where a part-time Teacher requests to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered part-time and will be paid for the actual hours worked.
- (d) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the School. 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 19 hours secondary and 22 hours primary.

$$\frac{\text{hours of face-to-face teaching}}{\text{hours of Full Time Teacher's face-to-face teaching}} \times \text{annual salary}$$

- (e) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.
- (f) The Employer may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven weeks' notice in writing in the case of a Teacher or where the change would result in a reduction in salary, the salary is maintained for a period of seven weeks in the case of a Teacher.
- (g) Part-time Teachers cannot have their allotment reduced by more than 0.2 full-time equivalent in one academic year, except by agreement by the Employee. If a part-time Teacher's hours are reduced, without their consent, by more than 0.2 full-time equivalent in one academic year, they will be entitled to the provisions of clause 28 – Redundancy.

- (h) The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a part- time Teacher, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken.
- (i) A part-time teacher is expected to attend all relevant professional development and information sessions and all parent teacher interviews. Relevant professional development and information sessions will be as deemed by the Head of Campus. If these sessions fall on a non-working day of a part-time Teacher then the Teacher will be paid salary for the hours attended. A part-time Teacher will also undertake a proportionate number of other duties normally expected of a full-time Teacher.

33.6 Fixed-term employment

- (a) A Teacher may be employed for a fixed period of time up to 12 months to:
 - (i) undertake a specified project for which funding has been made available;
 - (ii) undertake a specified task which has a limited period of operation; or
 - (iii) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by a further period to cover the absence; or
 - (iv) (iv) work for a fixed period where the ongoing nature of the role is unknown.
- (b) A fixed-term Teacher is not entitled to any of the following benefits under this Agreement:
 - (i) redundancy;
 - (ii) examination leave;
 - (iii) qualification conferral leave.

34. ORDINARY HOURS OF WORK

- 34.1 This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 34.2 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.
- 34.3 The ordinary hours of work for a Teacher during term weeks are variable. A Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties. In return, a Teacher is not generally required to attend during periods 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.
- 34.4 Hours of Work
- (a) The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year.
 - (b) In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
 - (c) The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the teacher.
 - (d) At the beginning of the School Year the Employer will endeavour to publish a list of functions and activities Teachers are required to attend. Whilst up to date and accurate at the time of provision to Teachers, the functions and activities list may vary according to operational requirements and changed or unforeseen circumstances.
 - (e) The Employer will endeavour to give special consideration to the workload of a Teacher in their first year of teaching.
- 34.5 The following circumstances are not included when calculating the ordinary hours of work for a teacher:
- (a) Co-curricular activities that are conducted on a weekend;
 - (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
 - (c) when the Teacher appointed to a leadership position is performing duties in Non-term weeks that are directly associated with the leadership position, including but not limited to, planning days and new staff inductions;

- (d) when the Teacher has boarding house responsibilities and the Teacher is performing those duties during Term weeks and Non-term weeks; and
- (e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an Teacher may be recalled to perform duties relating to their position.

34.6 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. The Teacher's absence from School during Non-term weeks is deemed to include their entitlement to annual leave.

35. BREAKS

On a day that the Teacher is undertaking yard duty, the teacher is entitled to 30 (thirty) minutes, in total, free from duties over the morning recess/lunch breaks.

36. ANNUAL LEAVE

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

36.2 Timing of annual leave

A Teacher must take annual leave during non-term weeks. Leave must generally be taken, in the four week period immediately following the final Term week of the current School year, unless otherwise agreed with the Employer.

36.3 Crediting of annual leave

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

37. PRO RATA PAYMENT OF SALARY INCLUSIVE OF ANNUAL LEAVE

37.1 This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.

37.2 The provisions of this clause will apply:

- (a) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or
- (b) in the calculation of payment in regard to pro rata salary if:
 - (i) a Teacher commenced employment after the school service date;
 - (ii) a Teacher has taken leave without pay of more than two Term weeks since the school service date; or

- (iii) the hours which a Teacher has worked at the School have varied since the school service date.

37.3 Termination of employment

On termination of employment a Teacher will be entitled to a payment for annual leave calculated in accordance with this clause.

37.4 Teachers who commence employment after the commencement of the school year

A Teacher who commences employment after the usual date of commencement at a School in any School year, will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to this clause at the end of the school year and will not receive any salary or other payment until the commencement of the next school year.

37.5 Teachers who take approved leave without pay

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

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

If the Teacher returns early from leave any payment under this clause will be taken into account in calculating the amount owed to the Teacher at the end of the School Year.

37.6 Calculation of payments

$$\begin{array}{ccccccc}
 P & & = & & s \times c & & - & & d \\
 \hline
 & & & & b & & & &
 \end{array}$$

- P is the payment due
- s is the total salary paid in respect of Term weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.
- b is the number of Term weeks, or part thereof in the School Year
- c is the number of Non-term weeks, or part thereof, in the School Year
- d is the salary paid in respect of Non-term weeks (or part thereof) in the School Year that have occurred since the school service date or date of employment in circumstances where the Teacher commenced employment after the school service date.

37.7 For the purpose of this clause:

- (a) 'school service date' means the date from which Teachers are paid at the commencement of the School year in their first year of service with the Employer;
- (b) Any period of paid birth related or adoption related leave is not included in the calculation of 's' or 'd' in this formula.

37.8 The formula in clause 37.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher.

38. ANNUAL LEAVE LOADING

38.1 This clause provides for enterprise specific detail and supplements the NES that deals with annual leave.

38.2 A Teacher who has served throughout the School Year is entitled to a leave loading of 17.5% on four weeks' annual leave. At the election of the Employer the loading will be paid:

- (a) at the time that the Teacher is paid annual leave or pro rata annual leave; or
- (b) 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%; or
- (c) on the termination of employment by either party.

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

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{term weeks worked by the Teacher in that School Year}}{\text{Year}}$$

39. TERMINATION OF EMPLOYMENT

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

39.2 Notice of termination by Employer

Where the Employer terminates the Employee's employment, the Employer will provide seven (7) weeks' notice in writing or payment in lieu of all or part of the notice period.

39.3 Notice of termination by Teacher

(a) The notice of termination required to be given by a Teacher is the same as that required of the Employer.

(b) If a Teacher fails to give the notice specified in clause 39.3(a), the Employer may withhold any monies due (with a maximum of 2 weeks deduction of pay) to the Teacher on termination under this Agreement or the NES under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Teacher.

39.4 Job search entitlement

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

39.5 Statement of service

Upon the termination of employment of a Teacher the Employer will provide upon request by the Teacher, a statement of service setting out the commencement and cessation dates of employment.

PART 5 – CONDITIONS FOR GENERAL STAFF

40. TYPES OF EMPLOYMENT

40.1 General Staff Employees will be employed in one of the following categories:

- (a) full-time employment; or
- (b) part-time employment.

40.2 At the time of engagement, an Employer will inform each Employee whether they are employed on a full-time or part-time or basis and the Employee's classification.

40.3 Full-time employment

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 41 – Ordinary hours of work.

40.4 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full School Year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the time fraction and the number of weeks of the school year the Employee will work.
- (e) The terms of the agreement in clause 40.4(d) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

41. ORDINARY HOURS OF WORK

41.1 Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time Employee will be in accordance with clause 40.

41.2 The ordinary hours of work may be averaged over a period of a fortnight or four weeks. The exception to this is a Curriculum/resources services Employee employed in outdoor education, or a Boarding supervision services Employee whose hours of work

may be averaged over a period of up to 12 months. Where a Boarding supervision services Employee's hours of work are averaged over a period of 12 months, they will be paid their applicable annual rate for all weeks of the year, excluding periods of unpaid leave provided for in this Agreement or the NES, and clauses 43—Leave without pay during non-term weeks, 48—Shift work, 49—Penalty rates and 50—**Error! Reference source not found.** will not apply.

41.3 The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:

- (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:
 - (i) Classroom support services;
 - (ii) Curriculum/education resources;
 - (iii) Wellbeing services;
 - (iv) School administration services; or
 - (v) School operational services—retail Employees only.
- (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services Employees in the following groups:
 - (i) Construction, plumbing, carpentry, painting and other trades;
 - (ii) Cleaning, maintenance, school facilities management; or
 - (iii) Bus driving/non-trade vehicle maintenance.
- (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following Employees:
 - (i) Preschool/childcare/out of school hours care services; or
 - (ii) Nursing services.
- (d) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance and farming Employees.
- (e) On any day from Monday to Saturday between 6.00 am and 6.00 pm for the following Employees:
 - (i) Curriculum/education resources—outdoor education only

- (f) On any day Monday to Sunday between 6.00 am and 6.00 pm for the following Employees:
 - (i) School administration services, events and functions services only; or
 - (ii) Boarding supervision services; or
 - (iii) School operational services—security/caretaking and cooking, catering, housekeeping and laundry services only.

Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

41.4 Reasonable additional hours

- (a) An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.
- (b) Where the Employee's hours are averaged:
 - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 41.3, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Where the Employee's hours are not averaged:
 - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 41.3, and do not result in the Employee working more than eight hours on that day; and;
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (d) Where additional hours are worked on a day the Employee is already attending for work, a minimum engagement of two hours will not apply.
- (e) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

41.5 Breaks between periods of duty

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in clauses 41.5(a) and (b) do not apply to:
 - (i) a boarding supervision services Employee, where the periods of duty are concurrent with a sleepover;
 - (ii) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
 - (iii) an Employee who is attending a school camp or excursion; or
 - (iv) an Employee working a broken shift.
- (d) At the rate of pay applicable to the work being performed.

42. ANNUAL LEAVE LOADING

42.1 During a period of annual leave, an Employee will receive a loading calculated on their rate of wage. Annual leave loading is payable on leave accrued on the following bases:

- (a) Employees who would have worked on day work only had they not been on leave - 17.5% of their ordinary rate of pay.
- (b) Employees who would have worked on shift work had they not been on leave - 17.5% of their ordinary rate of pay or the applicable shift loading, whichever is the greater.
- (c) Except that the Employer may, at its election, pay:
 - (i) annual leave loading to the Employee 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%. Where an Employer elects to pay annual leave loading with each salary payment throughout the school year, the Employer must advise the Employee in writing; or

- (ii) annual leave loading in respect of the school year to the Employee with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year.

43. LEAVE WITHOUT PAY DURING NON-TERM WEEKS

43.1 Arrangements

An Employee may be required to take leave without pay during non-term weeks, provided that:

- (a) the Employee's contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (c) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment (whether on a full-time, part-time or casual basis). The Employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
- (d) appropriate work will mean such work as is available that is capable of being performed by the Employee.

43.2 Calculating annual salary for an Employee on leave without pay during non-term weeks

- (a) The formula in this subclause may be used to calculate an annual salary for an Employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.
- (b) The adjusted annual salary for an Employee is:

$$A = C \times \text{working weeks} + 4 \text{ weeks annual leave}$$

52.18

Where:

A means the Employee's adjusted annual salary

C means the annual salary (as contained in clause Schedule B) for the Employee's classification

Working weeks means the number of weeks that the Employee is required to work

- (c) For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- (d) An Employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

44. ANNUALISED SALARIES

44.1 The Employer may pay an Employee an annual salary in satisfaction of any or all of the following provisions of the Award and/or Agreement:

- (a) Schedule D – General Staff Salaries
- (b) Schedule E – General Staff—Allowances;
- (c) Clauses 48, 49 and 50 —Shift work, penalty rates; and overtime; and
- (d) Clause 42 - Annual leave loading.

44.2 Where an annual salary is paid the Employer must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary.

44.3 The Employee's annual salary must be no less than the amount the Employee would have received under Schedule D for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).

44.4 The annual salary of the Employee must be reviewed by the Employer at least annually to ensure that the compensation is appropriate having regard to the agreement provisions which are satisfied by the payment of the annual salary.

44.5 For the purposes of the NES, the base rate of pay of an Employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in Schedule D and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

45. HIGHER DUTIES

45.1 The Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification.

45.2 Subject to clause 45.3 where the Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay

applicable to the higher classification for the whole period during which the duties are performed.

- 45.3 Where the Employee is a school operational services Employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

46. TERMINATION OF EMPLOYMENT

- 46.1 The Employer will provide notice of termination of employment to the Employee in accordance with the below table:

Period		
	Employee's period of continuous service with the employer at the end of the day the notice is given	Period
1	Not more than 1 year	1 week
2	More than 1 year but not more than 3 years	2 weeks
3	More than 3 years but not more than 5 years	3 weeks
4	More than 5 years	4 weeks

If the Employee has completed at least two years of continuous service with the Employer and is over 45 years of age, the period of notice provided by the Employer will increase by one week.

- 46.2 Notice of termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

- 46.3 Job search entitlement

Where an Employer has given notice of termination to an Employee, an Employee must be allowed up to one day time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

47. BREAKS

- 47.1 Meal break

An Employee will be entitled to an unpaid meal break of 30 consecutive minutes which commences no later than five hours after commencing work on the day.

47.2 Rest break

- (a) At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Instead of clause 47.2(a) the Employer may require a classroom support services Employee to take one rest break of 20 minutes, which will be counted as time worked.

48. SHIFT WORK

48.1 The ordinary hours for shift work will

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with clause 48.4.

48.2 The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause 41.3;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 41.3; and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

48.3 Broken shifts

- (a) An Employee may be rostered to work ordinary hours in a broken shift that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment of two hours for each period of duty.
- (b) An Employee required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.

- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid as overtime.
- (d) The provisions of clause 48.3(c) do not apply to a boarding supervision services Employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the Employee for their exclusive use for 52 weeks of the year, at no cost to the Employee.

48.4 Rostering

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 49 – Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (d) Notwithstanding clause 48.4(c), a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

49. PENALTY RATES

49.1 Shift work

- (a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- (b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

49.2 Saturday and Sunday work

- (a) An Employee other than an Employee covered by clause 49.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a school operational services Employee in the events/functions, cooking/catering group, or a boarding supervision services Employee who is not working averaged hours in accordance with the provisions of clause 41.2, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

49.3 The penalty rates within this clause and in clause 50 - **Error! Reference source not found.** 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.

50. OVERTIME

50.1 Overtime rates

- (a) An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

Time worked	Overtime rate
Monday– 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

- (b) Except that a Nursing services Employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.
- (c) Overtime will be calculated daily.

50.2 Time off instead of overtime payment

- (a) The Employer and an Employee may agree in writing that an Employee will take time off instead of being paid overtime.

- (b) The agreement between the Employer and Employee will state:
 - (i) the number of overtime hours to which the agreement applies and when those hours were worked;
 - (ii) that the parties to the agreement agree that the Employee may take time off instead of being paid for the overtime;
 - (iii) that if the Employee request 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
 - (iv) that any payment mentioned in clause 50.2(b)(iii) must be made in the next pay period following the request.
- (c) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

50.2 Make-up time

An Employee may elect, with the formal 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 for.

A SCHEDULE A – TEACHER CLASSIFICATIONS

A.1 Duties of Teacher

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

A.2 Recognition of previous service

- (a) On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule B, according to qualifications and teaching experience. Teaching experience does not include employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (**VET**) program) or in an English Language School.
- (b) Service as a part-time Teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year.
- (c) In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.
- (d) In the case of an early childhood Teacher, the following will count as service:
 - (i) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
 - (ii) teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;
 - (iii) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
 - (iv) service as a diploma qualified childcare worker, at the rate of one year for every three years of service up to a maximum of four years.

A.3 Evidence of qualifications

- (a) The Employer may require that the Teacher provide documentary evidence of qualifications and teaching experience. The Employer may decline to recognise the relevant qualification or experience until such evidence is provided.

A.4 Progression

- (a) A Teacher who is three year trained will commence on Level 1 of the salary scale in Schedule B and progress according to normal years of service to Level 12 of the scale.
- (b) A Teacher who is four year trained will commence on Level 3 of the salary scale in Schedule B and progress according to normal years of service to Level 12.
- (c) A Teacher who is five year trained will commence on Level 4 of the salary scale in Schedule B and progress according to normal years of service to Level 12 of the scale.

B SCHEDULE B - TEACHER SALARIES

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

Salary Levels from February 2022

Level	1-3	4	5	6	7	8	9	10	11-12
Salary (\$)	86,777	89,237	91,766	94,367	97,747	100,764	103,873	107,715	114,589

B.2 The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

B.3 The annual salary in B.1 does not include annual leave loading.

B.4 A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of Schedules A and B.

C SCHEDULE C – POSITIONS OF RESPONSIBILITY AND CAMP ALLOWANCES

More information regarding Positions of Responsibility and Camp Allowances can be found in the Firbank Grammar Staff Handbook.

C.1 Positions of Responsibility

- (a) The Head of Campus of the school determines who holds a position that is eligible for a leadership allowance.
- (b) A leadership allowance will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care, and/or educational leadership duties additional to those usually required of teachers by the Employer.
- (c) An allowance is linked to a position of leadership rather than tied to an individual Teacher
- (d) The allowance and, if applicable, associated time release, for a position of responsibility and tenure will be detailed in the Employee's letter of appointment to the role.
- (e) Where a position of responsibility is shared, the payments and any associated time release, may also be shared.
- (f) Teachers with positions of responsibility may be required to attend School during periods of non-term weeks. Where this is necessary due to the nature of the position, such requirements will be specified in the letters of appointment of positions descriptions attached to the positions of responsibility.

C.2 Camp Allowances

- (a) This clause only applies to curriculum camps that are compulsory for students. Participation in these camps will be as directed by the Head of Campus after consultation.
- (b) These entitlements do not apply to employees of the Outdoor Education and Rowing departments as attendance at camps is an inherent part of their job description.
- (c) An employee will be paid an overnight allowance of \$80 per night whilst on camp.

D SCHEDULE D – GENERAL STAFF SALARIES

General Staff salaries are above the *Educational Services (Schools) General Staff Award 2020*.

Regarding increases to General Staff salaries, refer to clause 32.

E SCHEDULE E – GENERAL STAFF ALLOWANCES

E.1 Caretakers' accommodation

- (a) An Employee who is employed as a caretaker and who is required by the Employer to reside in premises provided by the Employer, will be provided with living quarters, fuel and light at no cost to the Employee.
- (b) The on call and recall allowances in Schedule E.3 do not apply to a caretaker provided with accommodation.

E.2 Meal allowance

Where an Employer requires an Employee:

- (a) to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the Employee. The exceptions to this are:
 - (i) if an Employee could reasonably return home for a meal; or
 - (ii) if it is not possible to provide a meal, the Employer will pay a meal allowance of \$14.65 to the Employee, employed in a boarding role, to be on duty during meal times, the Employee will be entitled to the meal provided to the school's boarding students.

E.3 On call and recall allowance

- (a) An on-call allowance will be paid to an Employee who is required by an Employer to hold themselves available to be recalled to work. The Employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the Employee is required to be on call.
- (b) Recall allowance
 - (i) An Employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.
- (c) Exceptions

The on call and recall allowances do not apply to:

- (i) an Employee paid a sleepover allowance in accordance with Schedule E.4; or

- (ii) an Employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the Employee for their exclusive use at no cost to the Employee.

E.4 Sleepover allowance

- (a) Subject to Schedule (b)E.4(b), where the Employer requires a boarding supervision services Employee or a Nursing services Employee to sleepover on the Employer's premises or at a school camp site for a period outside that of the Employee's normal rostered hours of duty, the following arrangements will apply:
 - (i) the Employee will be entitled to an amount of 0.11% of the standard rate per sleepover, which is defined as sleeping in at night to undertake duty of care requirements and to be on call for emergencies;
 - (ii) where the Employee is required by the Employer to perform work during a sleepover, the Employee will be paid for the time worked at the rate of 150% of the ordinary hourly rate of pay with a minimum payment being for 30 minutes;
 - (iii) any time worked under Schedule E.4(a)(i) E.3(c)(i) will not be taken into account for the purposes of clause 40 – Types of Employment, and clause 41—Ordinary hours of work;
 - (iv) the payments in this Schedule will not extend beyond the period of the sleepover; and
 - (v) the Employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the Employee.
- (b) An Employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the employee for their exclusive use is not entitled to the sleepover allowance under Schedule E.4(a).

E.5 Tool allowance

Where an Employer does not provide all tools necessary for a tradesperson to perform their work, a tradesperson will be paid \$14.69 per week (except for a carpenter or joiner who must be paid \$27.81 per week) extra for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson. An apprentice will receive the relevant percentage of this allowance.

E.6 Vehicle allowance

- (a) An Employee formally required by the Employer to use the Employee's motor vehicle in the performance of duties must be paid the following allowances:
- (i) Motor car
\$0.78 per kilometre with a maximum payment as for 400 kilometres per week.
 - (ii) Motorcycle
\$0.26 per kilometre with a maximum payment as for 400 kilometres per week.
- (b) 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.

E.7 Camp Allowances

General Staff Employees are entitled to the same camp allowances as Teachers.

E.8 Adjustment of expense related allowances

At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Tool allowance	Tools component of the household appliances, utensils, and tools sub-group
Uniform/protective clothing allowance	Clothing and footwear group

- E.9 Elected Employee health and safety representatives are entitled to an annual payment of \$200.

Firbank Grammar School:)
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Independent Education Union

Full name: Amy McKay

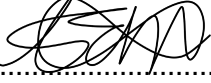
Full name: Debra James

Position: Human Resources Manager

Position: General Secretary

Address: 51 Outer Crescent, Brighton 3186

Address: 120 Clarendon Street, Southbank 3006

Signature: 

Signature: 

Date: 15/09/2022

Date: 15 September 2022

For Firbank Grammar School

For the Independent Education Union

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/3944

Applicant:
Amy McKay
Human Resources Manager
Firbank Grammar School

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Amy McKay, Human Resources Manager, have the authority given to me by Firbank Grammar School to give the following undertakings with respect to the *Firbank Grammar School Agreement 2022* ("the Agreement"):

1. General Staff Salaries

SCHEDULE D – General Staff Salaries

D.1 Annual rates of pay

At the commencement of the Agreement, General Staff salaries are at least 6% above the *Educational Services (Schools) General Staff Award 2020*.

The Employer will undertake to pay an adult Employee not less than the annual rate of pay specified for the Employee's classification prescribed in the following table. The annualised salary below does not include annual leave loading (see clause 38 for the method of calculating annual leave loading).

Classification	Annual Salary
Level 1.1	\$46,174
Level 1.2	\$47,855
Level 1.3	\$49,531
Level 2.1	\$49,896
Level 2.2	\$51,433
Level 3.1	\$52,075
Level 3.2	\$53,004
Level 4.1	\$54,967
Level 4.2	\$57,722
Level 5.1	\$59,597
Level 5.2	\$62,451

Level 6.1	\$64,692
Level 6.2	\$69,094
Level 7.1	\$71,119
Level 7.2	\$73,403
Level 7.3	\$75,670
Level 8	\$82,408

The rate of pay of a General Staff Employee, who is employed by the Employer as at the operative date of this Agreement, will not be reduced as a result of this Agreement becoming operative.

The Employer will also undertake to review General Staff salaries pay scales annually in accordance with clause 32 and clause 44.

2. Annualised salaries

44.6 For the purposes of clause 44.4, the Employer undertakes to conduct a reconciliation of Employee annualised salaries in the following way:

- (a) at the initiative of the Employer;
- (b) on a monthly basis;
- (c) the reconciliation will be calculated so as to ensure that the Employee's annualised salary is greater than what they would have been entitled to under the Award.
- (d) where the completion of a reconciliation reveals that there is a shortfall between the Employee's annualised salary compared to what they would have been entitled to under the Award, the Employee will be reimbursed for that shortfall; and
- (e) for the purposes of clause 44.6(d), in addition to being paid any shortfall, the Employee will also be paid a nominal amount above their Award entitlement.

3. Definition of night shift

The Employer undertakes to apply clause 48.2(c), so that a night shift is a shift which is not a day shift and which finishes after midnight and at or before the commencement of the relevant spread of ordinary hours.

4. Meal allowance

In reference to Schedule E clause 2(a)(ii), the Employer undertakes to pay a meal allowance of \$16.91.

5. Tool allowance

In reference to Schedule E clause 5, the Employer undertakes to pay a weekly tool allowance of \$16.76 per week, and the weekly tool allowance for carpenters or joiners of \$31.72 per week.

6. Vehicle allowance

E.6 Vehicle allowance

In reference to Schedule E clause 6(a)(i), the Employer undertakes to pay a motor car allowance of \$0.92 per kilometre.

In reference to Schedule E clause 6(a)(ii), the Employer undertakes to pay a motorcycle allowance of \$0.31 per kilometre.

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

A handwritten signature in black ink, appearing to be 'GMA', written over a horizontal line.

Signature

5 October 2022

Date