



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Freshwater Creek Steiner School Association Inc.
(AG2022/4769)

FRESHWATER CREEK STEINER SCHOOL AGREEMENT 2022

Educational services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 22 NOVEMBER 2022

Application for approval of the Freshwater Creek Steiner School Agreement 2022

[1] Freshwater Creek Steiner School Association Inc. has made an application for approval of an enterprise agreement known as the *Freshwater Creek Steiner School Agreement 2022* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval has been met.

[3] The Independent Education Union of Australia (IEU), 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) and based on its declaration, I note that the Agreement covers the IEU.

[4] The Agreement was approved on 22 November 2022 and, in accordance with s 54, will operate from 29 November 2022. The nominal expiry date of the Agreement is 1 April 2026.



DEPUTY PRESIDENT

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FRESHWATER CREEK STEINER SCHOOL AGREEMENT 2022



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Freshwater Creek Steiner School Agreement

PART 1

APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement is to be known as the *Freshwater Creek Steiner School Agreement 2022* (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth).

2. CONTENTS

This Agreement is arranged as follows.

Part 1 Application and Operation of Agreement

1. Title
2. Contents
3. Commencement and Period of Operation
4. Coverage
5. Relationship to Awards and Legislation
6. Definitions
7. Dispute Resolution Procedure
8. Modes of Employment
9. Agreement Flexibility

Part 2 Conditions of Employment for All Employees Covered by the Agreement

10. Minimum Employment Period
11. Letter of Appointment
12. Consultation about Change
13. Remuneration Packaging
14. Superannuation
15. Payment Arrangements
16. Performance and Conduct Management
17. Personal/Carer's Leave
18. Compassionate Leave
19. Infectious Diseases Leave
20. Public Holidays
21. Parental Leave
22. Long Service Leave
23. Leave Without Pay
24. Accident Compensation and Accident Make-Up Pay
25. Withholding of Monies
26. Redundancy
27. Annual Leave Loading
28. Meal Allowance
29. Breakage and Loss
30. Protective Clothing
31. Jury Service Leave
32. Examination Leave
33. Qualification Conferral Leave
34. Professional Development
35. Family Violence Leave

Freshwater Creek Steiner School Agreement

Part 3 Conditions of Employment for School Teachers and Early Childhood Teachers

- 36. Classification and Salary
- 37. Hours of Work
- 38. Meal Break
- 39. Non-term Weeks
- 40. Annual Leave
- 41. Notice of Termination

Part 4 Conditions of Employment for Education Support Staff (ESS) Employees

- 42. Classification and Salary
- 43. Hours of Work
- 44. Annual Leave
- 45. School Holidays
- 46. Notice of Termination

Declaration

Schedule 1A: Teacher Classification Structure

Schedule 1B: Salaries – Teachers

Schedule 2A: ESS Employees Classification Criteria

Schedule 2B: Salaries – ESS Employees (Four Weeks' Annual Leave)

Schedule 2C: Salaries – ESS Employees (All School Holidays)

3. COMMENCEMENT AND PERIOD OF OPERATION

- 3.1 This Agreement will operate from the date of commencement under the *Fair Work Act 2009* (Cth).
- 3.2 The nominal expiry date of the Agreement is 1 April 2026.

4. COVERAGE

- 4.1 This Agreement covers:
 - (a) the Employer
 - (b) Teachers, including Early Childhood Teachers
 - (c) Education Support Staff (ESS) Employees.
- 4.2 This Agreement does not cover:
 - (a) a Head of School or a Deputy Head of School, by whatever name called
 - (b) an Operations (or Business) Manager, by whatever name called.
- 4.3 Parts 1 and 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3 and 4 of this Agreement apply to the Employees as specified.

5. RELATIONSHIP TO AWARDS AND LEGISLATION

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

Freshwater Creek Steiner School Agreement

- 5.2 The National Employment Standards (NES) of the *Fair Work Act 2009* (Cth) prescribes minimum terms and conditions of employment which cannot be excluded by the Agreement.
- 5.3 The NES as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) are the minimum entitlements to which an Employee covered by this Agreement is entitled.
- 5.4 This Agreement provides enterprise-specific detail where it deals with a matter provided for in the NES.
- 5.5 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

6. DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Award	means the following: (a) <i>Educational Services (Teachers) Award 2020</i> (b) <i>Educational Services (Schools) General Staff Award 2020</i> or successor awards
Casual Employee	means an Employee employed pursuant to clause 8.4 of this Agreement
Continuity of Service	includes all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, carer's leave), infectious diseases leave, compassionate leave, school holidays, long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the Employee. Periods of unpaid leave are not included except at the discretion of the Employer. Periods of unpaid leave do not count as service but do not break continuous employment
Early Childhood Teacher	means a teacher, or a teacher with a responsibility for coordination, who is employed to teach children in the Early Childhood Centre.
Education Support Staff (ESS) Employee	means all staff employed directly by the Employer who are not registered teachers and who are not excluded by clause 4.2 of this Agreement
Employee	means a person covered by this Agreement
Employer	means Freshwater Creek Steiner School Association Inc. ABN 32 925 426 918
Experience	means experience of teaching <ul style="list-style-type: none"> • for a School Teacher, after achieving the qualifications necessary for registration as a teacher, and • for an Early Childhood Teacher, after achieving a four-year post-secondary qualification in early childhood education, and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
FWC	means the Fair Work Commission or its successor
Fixed Term Employee	means an Employee employed pursuant to clause 8.3 of this Agreement

Freshwater Creek Steiner School Agreement

Full Time Employee	means an Employee employed pursuant to clause 8.1 of this Agreement.
Immediate Family	means (a) a spouse (including a former spouse), a de facto partner (including a former de facto partner) of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and (b) a child or an adult child (including an adopted child, a step child or an ex-nuptial child) of the Employee or of the Employee's spouse or de facto partner (c) a parent, a grandparent, grandchild or sibling of the Employee or the spouse or de facto partner of the Employee
NES	means the National Employment Standards, as found in the <i>Fair Work Act 2009</i> (Cth)
Non-term Weeks	means the weeks in the School Year other than Term Weeks and include periods designated as school holidays for students. Non-term weeks, which include annual leave: <ul style="list-style-type: none"> • will be announced in advance of the new School Year • will not be less than the number of weeks mandated as school holidays by the Victorian Government for Victorian Government school teachers
Part Time Employee	means an Employee employed pursuant to clause 8.2 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) or its successor
Registered Health Practitioner	means a person registered under the <i>Health Practitioner Regulation National Law (Victoria) Act 2009</i> (Vic) or its successor
Scheduled Class Contact	means all scheduled classes allocated to the Teacher whether that class consists of a single student or group of students; any sport/activities sessions allocated to the Teacher which are scheduled during normal class time; scheduled home room duties and scheduled assemblies
School	means Freshwater Creek Steiner School, Incorporated ABN 32 925 426 918 trading as Freshwater Creek Steiner School, Incorporated
School Teacher	means a Teacher, who is employed to teach children enrolled in the primary classes of the School
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
Teacher	means a School Teacher or an Early Childhood Teacher, unless separately specified, who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 or 3A of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is employed to teach the early years or primary classes of the School. This definition includes a qualified Teacher Librarian and Permission to Teach Teachers as defined. This definition does not include a person employed as a principal or a deputy principal, by whatever name called

Freshwater Creek Steiner School Agreement

Term Weeks	means the weeks in the School Year that students are required to attend School, and the designated student-free days, as determined by the School calendar
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i> or its successor

7. DISPUTE RESOLUTION PROCEDURE

7.1 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.

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

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

7.4 If the matter remains unresolved, then it will be escalated for discussion between the Employee or Employees and supervisors and/or management and the Principal.

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

7.6 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: mediation, conciliation, expressing an opinion and making a recommendation that is not binding on the parties; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute, or
 - (ii) make a determination that is binding on the parties.

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

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

Freshwater Creek Steiner School Agreement

- (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

8. MODES OF EMPLOYMENT

The Employer may employ a Full Time, Part Time, Fixed Term or Casual Employee. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

8.1 Full Time Employee

- 8.1.1 The Employer may engage an Employee on a full time basis in accordance with this Agreement.
- 8.1.2 A Full Time Teacher's scheduled face-to-face teaching hours are deemed to be 22.5 hours per week. At the commencement of the 2024 school year, the face-to-face teaching hours will be reduced to 22 hours per week and at the commencement of the 2025 school year, the face-to-face teaching hours will be reduced to 21.5 hours per week.
- 8.1.3 Full time Graduate Teachers shall have their face-to-face teaching hours reduced by two hours per week.

8.2 Part Time Employee

- 8.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.
- 8.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a 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.
- 8.2.3 A Part Time School Teacher and Early Childhood Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 8.1. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be 22.5 hours (in 2024, the hours will be 22 and in 2025, the hours will be 21.5).

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

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

8.3 Fixed Term Employee

- 8.3.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:
 - (a) to replace one or more Employees who are on leave;
 - (b) to undertake a specified project for which funding has been made available;
 - (c) to undertake a specified task which has a limited period of operation;

Freshwater Creek Steiner School Agreement

- (d) to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.
- 8.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- 8.3.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
- (a) the reason for the fixed nature of the employment;
 - (b) the date of commencement of the employment;
 - (c) the benefits which are applicable under this Agreement; and
 - (d) the rights of any Employee being replaced.
- 8.3.4 Subject to clause 10, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or where an employee is replacing an employee on parental leave in accordance with the appropriate notice of termination provisions in clauses 40 and 454
- 8.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination (where the date of cessation of employment is stated at the time of employment)
 - redundancy
 - paid parental leave including paid partner leave.

8.4 Casual Employee

- 8.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- 8.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule 1B (Salaries –Teachers) or Schedule 2B (Salaries – ESS Employees). This rate includes a loading in lieu of paid leave entitlements.
- 8.4.3 The Employer will engage a Casual Teacher for a full day or a half day.
- 8.4.4 The minimum engagement for a Casual ESS Employee is two hours.
- 8.4.5 A Casual Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination of employment
 - redundancy
 - remuneration packaging
 - annual leave
 - school holidays
 - non-term weeks
 - leave loading
 - public holidays
 - paid personal leave
 - paid compassionate leave
 - paid parental leave
 - accident make-up pay

Freshwater Creek Steiner School Agreement

- 8.4.6 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.
- 8.4.7 An Employer must not employ a Casual Teacher in such a capacity, for more than four weeks, unless by mutual agreement, and then up to one full term.

9 AGREEMENT FLEXIBILITY

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

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

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

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

- 9.3 The Employer must ensure that the individual flexibility arrangement:

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

Freshwater Creek Steiner School Agreement

- 9.4 The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 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

CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

10 MINIMUM EMPLOYMENT PERIOD

- 10.1 An Employee's employment is contingent upon the satisfactory completion of a six-month minimum employment period.
- 10.2 If the Employer is to terminate the employment of an Employee during the six-month minimum employment period, the Employer does not need to provide the relevant notice of termination in clauses 40 and 45 and does not need to comply with clause 16 (Performance and Conduct Management) or any other due process or performance management policies or procedures in place from time to time.
- 10.3 If the Employer is to terminate the employment of an Employee within the six-month minimum employment period, the Employee is entitled to notice prescribed as follows or payment in lieu of notice:
- (a) Teacher – 2 weeks' notice in writing or payment in lieu.
 - (b) ESS Employee – 1 week's notice in writing or payment in lieu.
- 10.4 If the Employee is to resign within the six-month minimum employment period, then the Employee is required to give the same notice required of the Employer in clause 10.3 above.

11 LETTER OF APPOINTMENT

Upon engagement, the Employer will provide the Employee, other than a Casual Employee, with a letter of appointment.

12. CONSULTATION ABOUT CHANGE

- 12.1 This clause applies if the Employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

Freshwater Creek Steiner School Agreement

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

Major Change

- 12.2. For a major change referred to in clause 12.1(a):
 - (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) subclauses 12.3 to 12.9 apply.
- 12.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 12.4. 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.
- 12.5. As soon as practicable after making its decision, the Employer must:
 - (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) the measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion – provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 12.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 12.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 12.8 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 12.2(a), 12.3 and 12.5 are taken not to apply.

Freshwater Creek Steiner School Agreement

- 12.9 In this clause, a major change is likely to have a **significant effect** on Employees if it results in:
- (i) the termination of the employment of Employees; or
 - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain Employees; or
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs.

Change to regular rosters or ordinary hours of work

- 12.10 For a change referred to in clause 12.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) subclauses 12.11 to 12.15 apply.
- 12.11 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 12.12 If:
- (a) relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of the consultation, and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 12.13 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion – provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

Freshwater Creek Steiner School Agreement

- 12.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 12.15 The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 12.16 For the purposes of clauses 12.11 to 12.15, 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.
- 12.17 However, where a change to the Employer's educational timetable directly results in a change:
- (a) to the number of ordinary hours of work of an Employee, or
 - (b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or
 - (c) to the days over which the Employee is required to work,
- clauses 12.11 to 12.15 will apply.

- 12.18 In this clause:

relevant employees mean the employees who may be affected by a change referred to in subclause 12.1

13. REMUNERATION PACKAGING

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

14. SUPERANNUATION

The Employer will continue to make an Employer superannuation contribution, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should an Employee not nominate a complying superannuation fund, a request for stapled superannuation fund details will be made to the ATO. If the Employer is advised by the ATO that the Employee does not have a stapled superannuation fund, the Employer's default superannuation fund applies. The Employer's default fund is Vic Super Fund or its successor fund.

15. PAYMENT ARRANGEMENTS

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

16. PERFORMANCE AND CONDUCT MANAGEMENT

16.1 Application

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

- (a) where an Employee's employment is terminated during the minimum employment period pursuant to clause 10 (Minimum employment period); or
- (b) for a casual Employee.

16.2 Performance Management

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

16.3 Conduct Management

- (a) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- (b) The Employer will advise the Employee in writing of:
 - (i) the Employer's concern(s) with the Employee's conduct;

Freshwater Creek Steiner School Agreement

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

17. PERSONAL/CARER'S LEAVE

17.1 Personal/carer's leave is provided in accordance with the National Employment Standards, except where ancillary or supplementary terms are provided in this Agreement.

17.2 Entitlement

17.2.1 An Employee, other than a Casual Employee, is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.

17.2.2 For a Full Time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid personal/carer's leave on a pro rata basis based on specific hours as set out in the clauses for specific categories of Employees.

17.2.3 Paid sick leave is taken by the Employee because of personal illness or injury

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

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

17.2.6 A Casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single,

Freshwater Creek Steiner School Agreement

unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

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

17.2.8 An Employee is entitled to sick leave provided that, if required:

- (a) the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of two or more consecutive days;
- (b) the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday or the first or last day of a school term which would not otherwise require the production of a certificate; and
- (c) the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

17.2.9 The amount of personal/carer's leave a full time Employee may take depends upon how long the employee has worked for the Employer and accrues in accordance with service. Except that an Employee may take personal/carer's leave as follows:

- (a) in the first year of service, six days during the first term worked and thereafter, three days at the commencement of each subsequent school term; and
- (b) in the second and subsequent year of service, 15 days at the commencement of that year

provided that:

- (i) the notice and evidentiary requirements are met, and
- (ii) any paid leave provided in advance of accrual at the time of termination of employment is deducted from the Employee's final payment.

17.2.10 An Employee is entitled to carer's leave provided that, if required:

- a) the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer for an absence of more than two consecutive days, if the member of the Employee's Immediate Family or household is ill or injured; or
- b) the Employee produces a statutory declaration made by the Employee to the Employer for an absence of more than two consecutive days, if a member of the Employee's Immediate Family or household is affected by an unexpected emergency;

Freshwater Creek Steiner School Agreement

- c) the Employee provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer for any absence continuous with a public holiday or the first or last day of a term which would not otherwise require the production of a certificate;
- d) the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer where the number days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

17.3 Special leave

- a) A full-time Employee is entitled to 5 days special leave per year to be taken from an Employee's personal/carer's leave entitlement. An Employee who is employed on a part-time basis and/or who gives service for less than the full School Year will have pro rata of 5 days' special leave.
- b) Whilst an Employee's entitlement to personal/carer's leave accrues each year, an Employee cannot request more than 5 days special leave per year.

17.4 Request for special leave

An Employee must:

- a) request special leave in writing and provide the reason for requesting the leave;
- b) make the request not less than 48 business hours prior to the proposed commencement time of the leave, unless the reason for requesting special leave was not known at this time;
- c) take special leave as full day; and
- d) one full day per single occasion is permissible.

17.5 Approval of special leave request

The Employer will grant special leave, as soon as is reasonably practicable, subject to:

- a) satisfaction of the application requirements; and
- b) the operational requirements of the workplace for that day.

Note: Special leave for the purpose of attending a funeral will not be refused for lack of compliance with cl.17.4(a) and cl.17.4(b) provided evidence of the funeral is provided.

17.6 Purposes of special leave

For the purposes of this clause, special leave may be accessed:

- a) to assist with moving houses;
- b) to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
- c) for pre-natal appointments associated with pregnancy, fertility treatment, adoption, surrogacy or permanent care orders, noting that an Employee may access personal/carer's leave under cl.17 (Personal/carer's leave) instead of, and/or in addition to, special leave;
- d) for cultural leave or ceremonial events; and
- e) as otherwise agreed to by the Employer.

Freshwater Creek Steiner School Agreement

18. COMPASSIONATE LEAVE

18.1 Compassionate leave is in accordance with the NES, except where ancillary or supplementary terms are provided in this Agreement.

18.2 Entitlement

18.2.1 An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

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

18.2.3 The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

19 INFECTIOUS DISEASES LEAVE

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

- (a) German measles
- (b) Chickenpox
- (c) Measles
- (d) Mumps
- (e) Scarlet fever
- (f) Whooping cough
- (g) Rheumatic fever, or
- (h) Hepatitis.

19.2 The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

Freshwater Creek Steiner School Agreement

20. PUBLIC HOLIDAYS

20.1 Entitlement

Public holidays are as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

20.2 Public holidays for an ESS Employee

Public holidays that occur during a period of leave for an ESS Employee in accordance with clause 44 (School holidays) do not create an additional entitlement.

20.3 Payment for work on a public holiday

An ESS 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 ESS Employee have agreed to the ESS Employee taking a day off instead of payment in which case the ESS Employee will be paid at the ordinary time rate for work on the public holiday.

20.4 Substitution of public holidays

- (a) By agreement between the Employer and an individual Employee, an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- (b) By agreement between the Employer and a majority of Employees, an alternate day may be taken as a public holiday in the workplace in lieu of any of the days specified by the NES.
- (c) The agreement made pursuant to clauses 20.4(a) or (b) will be recorded in writing and made available to the affected Employee/s.
- (d) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

21. PARENTAL LEAVE

21.1 Paid Leave

21.1.1 Upon the completion of 12 months' continuous service, an Employee, who will be the primary caregiver of a child, upon meeting the requirements for, and taking, unpaid parental leave in line with the NES, which commences from the date of birth or placement, of the child, or up to four weeks prior to the date of birth, or placement, of the child with eight weeks' notice given to the Employer by the Employee, or as otherwise agreed with the Employer, will be entitled to a payment equal to 14 weeks' pay at the Employee's ordinary rate of pay and a total period of up to 24 months of unpaid parental leave, including unpaid and paid leave.

21.1.2 During the period of time that the Employee is in receipt of paid parental leave under clause 21.1.1, the Employee is entitled to accrue annual leave (pro rata of the NES annual leave entitlement), personal/carer's leave and long service leave, in accordance with this Agreement.

Freshwater Creek Steiner School Agreement

- 21.1.3 The non primary care giver is entitled to three weeks' paid leave to be taken from the date of birth, or placement, of the child or, as otherwise agreed with the Employer.
- 21.1.4 An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for payment under this clause for the birth or adoption of a second or subsequent child.
- 21.1.5 Paid parental leave is payable to one Employee only, including where the Employer employs both parents of the child. For the avoidance of doubt, where the School employs both parents of the child, only one parent will be entitled to payment under cl. 21.1.2 but the other parent will be eligible to receive paid partner leave under cl. 21.1.3.
- 21.1.6 If the pregnancy of an Employee ends by the birth of a still born child, or the child is born and later dies, at least 20 weeks into the pregnancy, the Employee is entitled to take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee originally intended to take.

21.2 Relationship with Act

- 21.2.1 Unpaid parental leave is provided in accordance with the NES except where ancillary or supplementary terms are provided in this Agreement.

21.3 Right to Request

- 21.3.1 An Employee entitled to parental leave pursuant to the provisions of the NES may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis while the child is of school age or younger to assist the Employee in reconciling work and parental responsibilities.
- 21.3.2 An application made pursuant to clause 21.3.1 must be made as soon as possible. Although a term's notice is preferred, the application must be made no less than three weeks prior to the date upon which the Employee is due to return to work from parental leave.

21.4 Response to the request

- 21.4.1 The Employer must give the Employee a written response to the request for part-time work within 21 days of the request, stating whether the Employer grants or refuses the request.
- 21.4.2 The Employer must consider the request to work part-time having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse to permit the Employee part-time work on reasonable business grounds related to the effect of the change on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service. If the Employer refuses the request for part-time work, the written response must include details of the reasons for the refusal.

Freshwater Creek Steiner School Agreement

22. LONG SERVICE LEAVE

22.1 Entitlement

- 22.1.1 An Employee is entitled to long service leave in accordance with the NES or the *Long Service Leave Act 2018 (Vic)* (or its successor), as appropriate. This Agreement provides ancillary or supplementary terms.
- 22.1.2 An Employee is entitled to long service leave of thirteen weeks at their ordinary rate of pay upon the completion of ten years of continuous employment.
- 22.1.3 An Employee is entitled to apply to take long service leave upon the completion of seven years' continuous employment.
- 22.1.4 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.
- 22.1.5 If an Employee dies before taking all the long service leave to which the Employee is entitled, the Employer must pay to the Employee's personal representative the full amount of the long service leave entitlement still owed to the Employee.

22.2 Payment during long service leave

- 22.2.1 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 22.2.2 In all other circumstances, payment will be as follows:
- a) Teachers, Nurses and ESS Employees previously engaged under the *Victorian Independent Schools – Clerical/Administrative Employees – Award 2004* whose time fraction has varied during service:
 - is paid at a proportionate rate during long service leave, and
 - the rate is determined by calculating an average of the time fractions over the period of eligible service.
 - b) All other Education Support Staff Employees will be entitled to payment for long service leave calculated in accordance with the *Long Service Leave Act 2018 (Vic)*, as amended from time to time.

22.3 Timing and taking of long service leave

- 22.3.1 The timing of taking long service leave will be negotiated between the Principal and the Employee.
- 22.3.2 In consultation about the timing of such leave, the Employer agrees to take into account the individual Employee's needs, in so far as they are compatible with the Employer's operational needs.
- 22.3.3 The period of long service leave for a Teacher will usually be for not less than a school term. An application by a Teacher for a shorter period of long service leave will be considered by the Employer. Where a Teacher applies to take long service leave, the application must be in writing and submitted to the Principal no later than 6 months before the requested leave starts. An application for long service leave that falls outside these requirements will only be considered in exceptional circumstances.

Freshwater Creek Steiner School Agreement

22.3.4 The period of long service leave for an Education Support Staff Employee will be for not less than one day. Where an Education Support Staff Employee applies to take long service leave, they must provide reasonable notice. The application must be in writing and submitted to the Principal. Where an Education Support Staff Employee is applying to take long service leave for a period more than 2 weeks, they must provide a minimum of one terms' notice. Where an Education Support Staff Employee is applying to take long service leave for a period of 2 weeks or less, they must provide a minimum of four weeks' notice. An application for long service leave that falls outside these requirements will only be considered in exceptional circumstances.

22.4 Illness on Long service leave

22.4.1 Subject to clause 22.4.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, subject to satisfactory evidence being provided is entitled to have the period of illness or injury treated as sick leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

22.4.2 The Employee's application:

- a) must be received by the Employer during the period of illness or injury;
- b) must be in writing unless the injury or illness is such that the Employee is unable to write;
- c) must be accompanied by certificate from a Medical practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- d) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

23. LEAVE WITHOUT PAY

23.1 An Employee may apply for leave without pay which may be granted at the discretion of the Employer.

23.2 An Employee may apply for leave without pay in conjunction with long service leave.

24. ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

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

24.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*, then:

- (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any

Freshwater Creek Steiner School Agreement

such absence:

- paid personal/carer's leave; and

(b) the Employee, including a Teacher, is not entitled to any payment or benefit in respect of any Non-term Weeks for a Teacher or School Holidays for an ESS Employee entitled to School Holidays which fall during the period that the Employee is in receipt of weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

24.3 In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.

24.4 For the purposes of clause 24.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.

24.5 Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), and where the Employee is entitled to annual leave at the part time rate of pay, the Employee will remain entitled to be paid the weekly compensation payments in accordance with the Act.

25. WITHHOLDING OF MONIES

25.1 If a Teacher fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the Teacher on termination under this Agreement, an amount that is no more than two weeks' wages for the Teacher.

25.2 If an Education Support Staff Employee fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the Education Support Staff Employee on termination under this Agreement, an amount that is no more than one weeks' wages for the Education Support Staff Employee.

25.3 If the Employee has agreed to a shorter period of notice than that required, then no deduction can be made under cl.25.1 or cl.25.2.

25.4 Any deduction under cl.25.1 or cl.25.2 must not be unreasonable in the circumstances.

26. REDUNDANCY

26.1 Definition

Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job that the Employee has been doing, to be done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

26.2 Redundancy Disputes

Freshwater Creek Steiner School Agreement

26.2.1 Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and any employee representative (if requested by any affected Employee) in good time, with relevant information:

- a) the reasons for any proposed redundancy;
- b) the number and categories of Employees likely to be affected; and
- c) the period over which any proposed redundancies are intended to be undertaken

26.2.2 Where a redundancy dispute arises and discussions occur in accordance with this clause or clause 12 (Consultation about change) (specifically clauses 12.3 to 12.9), the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.

26.3 Transfer to Lower Paid Duties

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

26.4 Severance Pay

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

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

***Week's pay** means the ordinary time rate of pay for the Employee concerned

26.4.2 For the purposes of this clause, **continuous service** will be calculated to include all service for which paid leave was applicable, including periods when accident make-up pay was paid, but will not include any period of unpaid leave except at the discretion of the Employer.

26.5 Employees with Less Than One Year's Continuous Service

The Employer will promptly advise an Employee with less than one year's continuous service of an impending redundancy and will provide reasonable support to such Employees in their endeavours to find suitable alternative

Freshwater Creek Steiner School Agreement
employment as per clause 26.7

26.6 Leaving During Notice

An Employee, whose employment is terminated for reasons of redundancy during the period of notice, will be entitled to the same benefits and payments under clause 26.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

26.7 Alternative Employment

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

26.8 Time Off During Notice Period

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

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

27. ANNUAL LEAVE LOADING

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

27.2 Subject to clauses 27.4 and 27.5, an Employee, who is an ESS Employee in receipt of school holidays or a Teacher, and who is employed for part only of a School Year, is entitled to be paid an annual leave loading as follows:

$$\frac{17.5\% \text{ of number of working weeks}}{\text{(excluding paid holiday periods)}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

Number of school's term weeks

27.3 An ESS Employee in receipt of four weeks' annual leave and who is employed for part only of a School Year is entitled to be paid an annual leave loading as follows:

$$\frac{17.5\% \text{ of working weeks}^*}{48} \times 4 \text{ times the weekly rate of pay as at } 1 \text{ December of that year, or when employment is terminated prior to that date, at the weekly rate applicable at the time of termination of employment.}$$

(*excluding paid holiday periods)

27.4 An Employee who ceases employment with the Employer prior to the commencement of third term is not entitled to annual leave loading from the Employer.

27.5 The Employer may pay annual leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1

Freshwater Creek Steiner School Agreement

December.

28. MEAL ALLOWANCE

At the Employer's discretion, the Employer will provide a meal or will reimburse an Employee up to \$20, with the provision of receipts, for a meal should the Employer require the Employee to attend Professional Development or other meetings after 6 p.m. where such attendance is continuous with the working day.

29. 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.

30. PROTECTIVE CLOTHING

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

31. JURY SERVICE LEAVE

31.1 Jury service leave is part of the NES entitlement to Community Service Leave.

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

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

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

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

31.6 Subject to clauses 31.2 to 31.5, an Employer will reimburse an Employee who has been granted leave, 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.

32. EXAMINATION LEAVE

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

33. QUALIFICATION CONFERRAL LEAVE

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

34. PROFESSIONAL DEVELOPMENT

Freshwater Creek Steiner School Agreement

- 34.1** An Employee is required to undertake and complete professional development required by the Employer.
- 34.2** The Freshwater Creek Steiner School is committed to supporting Employees with their ongoing professional development.
- 34.3** The Employer will fund the necessary travel and accommodation expenses for professional development required by the Employer.
- 34.4** An Employee wishing to access professional development, in addition to that required by the Employer under clause 34.1, must make an application setting out the details of the proposed professional development, including the purpose, the provider, the cost and any other details requested by the Employer. Such applications are approved at the discretion of the Employer.

35. FAMILY VIOLENCE LEAVE

35.1 NES

Unpaid family and domestic violence leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms.

35.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

family member means:

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

(b) A reference to a spouse or de facto partner in the definition of *family member* in clause 35.2(a) includes a former spouse or de facto partner.

35.3 Entitlement to paid and unpaid leave

- (a) Each year, for the purpose of dealing with family and domestic violence, as follows:
- (i) a full-time Employee is entitled to 20 days of paid leave.
 - (ii) a part-time Employee is entitled to a total of 20 days of leave comprising of paid and unpaid leave. The paid leave entitlement is pro rata of 20 days of paid leave based on the part-time Employee's ordinary hours of work.
 - (iii) where a full-time and part-time Employee has exhausted their family and domestic violence leave entitlements, the Employee will be able to access 2 unpaid days on each occasion.

Freshwater Creek Steiner School Agreement

- (b) The entitlement in cl.35.3(a) to deal with family and domestic violence:
- (i) is available in full at the start of each 12-month period of the Employee's employment; and
 - (ii) does not accumulate from year to year.

Note 1. If, during the period of operation of this Agreement, the NES is amended to provide paid and/or unpaid family and/or domestic violence leave, then the leave entitlement in cl.35.3 will be offset against the NES leave entitlement, should this not be prohibited by the NES.

35.4 Taking leave

An Employee may take leave under this clause to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

Note. The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending court hearings, or accessing police services.

35.5 Service and continuity

The time an Employee is on unpaid leave under this clause to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

35.6 Notice and evidence requirements

(a) Notice

An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:

- must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- must advise the Employer of the period, or expected period, of the leave.

(b) Evidence

An Employee who has given the Employer notice of the taking of leave under cl.35.6(a) must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in cl.35.4.

Note. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

35.7 Confidentiality

Freshwater Creek Steiner School Agreement

- (a) The Employer must take steps to ensure information concerning any notice an Employee has given or evidence an Employee has provided under cl.35.6(b) is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in cl.35.7(a) prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer should consult with such Employees regarding the handling of this information.

35.8 Compliance

An Employee is not entitled to take leave under this clause unless the Employee complies with this clause.

PART 3

CONDITIONS OF EMPLOYMENT FOR SCHOOL TEACHERS AND EARLY CHILDHOOD TEACHERS

36 CLASSIFICATION AND SALARY

- 36.1 Schedule 1A sets out the classification structure and progression through the salary scale.
- 36.2 Schedule 1B sets out the salary for a Teacher (Primary and Early Childhood Teacher), including a Casual Teacher. Schedule 1B.4 sets out the salary for a Casual Teacher.

37. HOURS OF WORK

- 37.1 This clause is to be read in conjunction with clause 8 of this Agreement. 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.
- 37.2 In addition to a Teacher's Scheduled Class Contact, as defined in clause 6 of this Agreement, a Teacher is required to work such reasonable hours as are necessary to perform the Teacher's duties.
- 37.3 In consultation with the College of Teachers, the Employer or the Employer's delegate will determine the classes and professional duties to be allocated to a Teacher.

38 MEAL BREAK

- 38.1 A Teacher will be entitled to an unpaid meal break, free of duties, of not less than 30 consecutive minutes, which must commence no later than five hours after the Teacher commenced work for the day.
- 38.2 On a day that a Teacher is undertaking yard duty during the school lunch break, the Teacher's meal break will not be less than 20 minutes.

Freshwater Creek Steiner School Agreement

39 NON-TERM WEEKS

- 39.1 A Teacher is not required to attend at the School during the Non-term Weeks but is required to perform such professional duties as are determined by the Teacher and the Employer as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 39.2 Where a Teacher takes unpaid leave for more than ten (10) days during Term Weeks, the number of paid Non-term Weeks will be reduced by the number of weeks taken. The entitlement to paid Non-term Weeks during the School Year will be calculated pursuant to the formula in clause 39.3.
- 39.3 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non-term Weeks in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\left\{ \frac{\text{Teacher's Term Weeks}^* \text{ School's Term Weeks}^*}{\text{Weeks}^*} \right\} \times \text{Non-term Weeks}^* - \text{Non-term Weeks}^* \text{ (weeks already taken)}$$

* in weeks

Freshwater Creek Steiner School Agreement

40 ANNUAL LEAVE

- 40.1 Annual Leave is in accordance with the NES except where ancillary or supplementary terms are provided in this Agreement.
- 40.2 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 40.3 A Teacher will take all accrued annual leave during the shut down period (i.e. during Non-term Weeks).
- 40.4 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.

41 NOTICE OF TERMINATION

41.1 Notice of Termination by the Employer

- 41.1.1 Where the Employer wishes to terminate the employment of a Teacher serving a minimum employment period pursuant to clause 10, or a Teacher wishes to resign during the minimum employment period, the period of notice is specified by clause 10.
- 41.1.2 Where the Employer wishes to terminate the employment of a Teacher where the Teacher has had more than six months' continuous service with the Employer, the Employer will give seven Term Weeks' notice in writing, or full payment in lieu or part notice and part payment provided that the total weeks' notice and weeks' payment instead equal seven.
- 41.1.3 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher 4 weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to clause 21 that the Teacher being replaced wishes to return from parental leave.
- 41.1.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule 1B that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 41.1.5 The notice period in clause 41.1.1, 41.1.2 or 41.1.3 does not apply where the Teacher is guilty of serious misconduct.

41.2 Notice of Termination by the Teacher

The notice of termination required to be given by a Teacher is the same as that required of the Employer in clause 41.1.

PART 4

CONDITIONS OF EMPLOYMENT FOR ESS EMPLOYEES

42. CLASSIFICATION AND SALARY

- 42.1 Schedule 2A sets out the classification structure for ESS Employees.
- 42.2 Schedule 2B sets out the salary scale for ESS Employees entitled to four weeks' annual leave
- 42.3 Schedule 2C sets out the salary scale for ESS Employees entitled to paid school holidays.

43 HOURS OF WORK

- 43.1 The ordinary hours of work for a Full Time ESS Employee will be 38 hours per week.
- 43.2 The ordinary hours of work:
 - a) will be worked on no more than five days in any seven days;
 - b) will be worked on any day from Monday to Friday between 6.00 am and 6.00 pm
 - c) may be averaged over a fortnight or a four-week period.
- 43.3 The Employer and an ESS Employee may agree upon the arrangement for the Employee's ordinary hours of work, including but not limited to:
 - a) daily starting and finishing times;
 - b) the time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;
 - c) attendance at School meetings; and
 - d) flexible work arrangements.
- 43.4 The Employer and an ESS Employee may agree to vary the hours of work arrangements at any time.
- 43.5 Reasonable additional hours for a Part Time ESS Employee**
 - 43.5.1 The Employer may require a Part Time ESS Employee to work reasonable additional hours:

Freshwater Creek Steiner School Agreement

- a. where the ESS Employee's hours are averaged, the ESS Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours
 - i. fall within the applicable daily spread of hours in clause 43.2
 - ii. do not result in the employee working more than eight hours on that day, and
 - iii. do not result in the employee working more than the allowed maximum weekly ordinary hours during the averaging period.
- b. where the ESS Employee's hours are not averaged, the ESS Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours
 - i. fall within the applicable daily spread of hours in clause 43.2, and
 - ii. do not result in the ESS Employee working more than eight hours on that day.

43.5.2 Where the requirements of clause 43.5.1 cannot be satisfied, the ESS Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

43.5.3 Where additional hours are worked on a day the ESS Employee is already attending for work, the minimum casual engagement of two hours will not apply.

43.5.4 Additional hours worked by a Part Time ESS Employee in accordance with this clause do not do accrue leave under this Agreement or the NES.

43.6 Work outside of or in excess of the ordinary hours of work

43.6.1 Where the Employer requires, and the ESS Employee agrees, to work outside of, or in excess of, the ordinary hours of work as determined under clauses 43.2, 43.3 and 43.4, the ESS Employee will be entitled to either an overtime loading on the additional hours worked or time off in lieu at a period of time equivalent to the number of overtime hours worked. Prior to the overtime being worked, the Employer and ESS Employee will mutually agree as to whether overtime is to be paid or taken in lieu.

43.6.2 The overtime loading applied to hours worked in addition to ordinary hours is 50 percent for the first 3 hours, then moves to 100 percent for each hour after that. Any overtime that occurs on a Sunday or Public Holiday shall be paid at a loading of 100 percent. Overtime greater than 3 hours on a Public Holiday shall be paid at a loading of 150 per cent.

43.6.3 Time in lieu of overtime payment shall be taken at an agreed time, convenient to both the Employer and the ESS Employee and will ordinarily be within 4 weeks of the time being accrued. However, the Employer and the ESS Employee may agree to defer its being taken, save that time in lieu will not accrue from one year to the next. If time in lieu is not taken during the school year in which it is accrued, or if the ESS Employee requests payment instead of taking time in lieu, then the ESS Employee will be paid for the overtime worked at the rate of pay and loading that applied at the time the overtime hours were worked.

43.6.4 Where the Employer requests the ESS Employee to work more than five hours in excess of the ordinary hours of work in any consecutive five-day

Freshwater Creek Steiner School Agreement

period, the ESS Employee may refuse to work all hours in excess of five hours.

44 ANNUAL LEAVE

- 44.1 Annual Leave is in accordance with the NES except where ancillary or supplementary terms are provided in this Agreement.
- 44.2 An ESS Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 44.3 An ESS Employee must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the ESS Employee works.
- 44.4 Where an ESS Employee has not accrued sufficient annual leave to be taken during the shut down period, the ESS Employee will be entitled to leave which will be unpaid.

45 SCHOOL HOLIDAYS

- 45.1 An ESS Employee is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.
- 45.2 The salary for an ESS Employee in Schedule 2C takes this period of additional leave into account.
- 45.3 An ESS is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 45.4 An ESS Employee who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

$$\left\{ \frac{\text{ESS Employee's Weeks Worked} * \text{School's Term Weeks}}{\text{Weeks}} \right\} \times \text{Non-term Weeks}^* \left\{ - \text{Non-term Weeks}^* \right. \\ \left. \text{(weeks already taken)} \right\}$$

* in weeks

46. NOTICE OF TERMINATION

- 46.1 Where the Employer wishes to terminate the employment of an ESS Employee, who has completed six months or more of continuous service, 4 weeks' notice in writing, or full payment in lieu, will be provided to the ESS Employee. An ESS Employee over 45 years of age at the time of being given notice and who has not had less than 2 years of continuous service will be entitled to an additional week's notice. Where an ESS Employee is entitled to School Holidays, notice is to be given wholly within the one school term.
- 46.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B or 2C that an ESS Employee would have

Freshwater Creek Steiner School Agreement

received by working during the notice period if the ESS Employee's employment had not been terminated.

- 46.3 An ESS Employee must provide the Employer with a minimum of 4 weeks' notice in writing. Where an ESS Employee is entitled to School Holidays, notice is to be given wholly within the one school term.
- 46.4 The notice period in clause 46.1 does not apply where the ESS Employee is guilty of serious misconduct.

Freshwater Creek Steiner School Agreement

DECLARATION

EXECUTED as an agreement this 14th day of November 2022

EMPLOYER REPRESENTATIVE

Signed: 

Date: 14/11/2022

Name in full (printed): GABBY BRENNAN

Position title: HEAD OF SCHOOL

Authority to sign explained: Delegate of School Council

Address: 52 MCINTYRES RD FRESHWATER CREEK

Witnessed by: EMILY GALANG 

Witness name in full: EMILY GALANG

Witness address: 52 MCINTYRES RD FRESHWATER CREEK

EMPLOYEE REPRESENTATIVE

Signed: 

Date: 14.11.2022

Name in full (printed): KELLI LAVELLE

Position title: EDUCATION SUPPORT

Authority to sign explained: _____

Address: 15 LONSDALE ST, GEELONG 3220

Witnessed by: 

Witness name in full: LISA ANDERSON

Witness address: 515 WILLOWITE ROAD FRESHWATER CREEK 3217

SCHEDULE 1A: TEACHER CLASSIFICATION STRUCTURE

1A.1 Primary and Early Childhood Teachers with Full or Provisional Registration with the Victorian Institute of Teaching

1A.1.1 A Teacher who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to 1A.1.2, progress to Level 11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1A.1.2 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

Freshwater Creek Steiner School Agreement

SCHEDULE 1B: SALARIES – TEACHERS

1B.1 Annual Salary

Classification	From the first pay period commencing on or after			
	1 April '22 1.5%	1 April '23 2.25%	1 April '24 2.25%	1 April '25 2.25%
11	110,605	113,093	115,638	118,240
10	102,246	104,547	106,899	109,304
9	98,607	100,826	103,094	105,414
8	95,098	97,238	99,426	101,663
7	91,713	93,777	95,887	98,044
6	88,450	90,440	92,475	94,556
5	85,303	87,222	89,184	91,191
4	82,267	84,118	86,010	87,946
3	79,340	81,125	82,950	84,816
2	76,516	78,237	79,998	81,798
1	73,793	75,453	77,151	78,886

Note: The 1 April 2022 salary will be paid from the first pay period commencing on or after the date that the employees approve the making of the Agreement (Date of Approval) to full-time or part-time Teachers who were employed on the Date of Approval. For the avoidance of doubt, the back payment will not be paid to a Teacher engaged for a fixed term where the fixed term engagement ceased prior to the Date of Approval.

1B.2 Weekly Salary

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

1B.3 Annual Leave Loading

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

1B.4 Casual Rate of Pay

	From the first pay period commencing on or after			
	Date of Approval	2023 1 April	2024 1 April	2025 1 April
Full day	402.17	411.22	420.47	429.94
Half day	201.08	205.61	210.23	214.96

Note: The Date of Approval is the date that the Employees approved the making of the Agreement.

SCHEDULE 2A: ESS EMPLOYEE CLASSIFICATION CRITERIA

General Work Description	Level 1	Level 2	Level 3	Level 4	Level 5
	<p>Competency at this level involves application of knowledge and skills to a range of defined tasks, roles and contexts where the choice of actions required is clear.</p>	<p>Competency at this level may include Level 1 competencies. In addition, competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is generally a variety of tasks, roles and contexts. There is some complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions.</p>	<p>Competency at this level may include Level 1-2 competencies. In addition, competency at this level involves the development and application of professional knowledge in a specialised area(s) and utilising a broad range of skills.</p> <p>An Employee at this level will have a depth or breadth of expertise developed through extensive relevant experience and application, and performs work assignments guided by policy, precedent, professional standards and expertise. This may require the provision of support</p>	<p>Competency at this level may include Level 1-3 competencies. In addition, competency at this level operates within broad principles set by management.</p> <p>An Employee at this level is expected to undertake a high proportion of tasks involving complex, specialised or professional functions.</p> <p>A role at this level may co-ordinate or manage a specific functional responsibility and/or liaise with</p>	<p>Competency at this level may include Level 1-4 competencies. In addition, competency at this level generally requires Employees to be responsible for program area development and implementation, to provide strategic support and/or advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisational structures.</p>

Freshwater Creek Steiner School Agreement 2018

			<p>and advice to senior management and/or performing a support role to a senior administrator</p>	<p>the general community, government agencies or service providers.</p>	<p>A role at this level will generally lead and manage a significant functional element of a large school, and/or contribute in a major way to the development, maintenance and implementation of the policy framework of a large school.</p>
<p>Judgement, Independence & Problem Solving</p>	<p>Roles at this level will require Employees to apply generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.</p>	<p>Roles at this level will require Employees to exercise judgment to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to respond to variations.</p> <p>Roles may require an Employee to:</p> <ul style="list-style-type: none"> • apply diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks; and/or • undertake tasks requiring expertise in a specialist area or 	<p>Roles at this level will require solving that involves the identification and analysis of diverse problems, and will apply appropriate technical training and expertise to decision-making.</p> <p>Roles at this level will generally have scope to undertake some or all of the following in their area:</p> <ul style="list-style-type: none"> • innovate within own function and take 	<p>Roles at this level will generally require Employees to be able to:</p> <ul style="list-style-type: none"> • independently relate existing policy to work assignments and apply a specific body of knowledge to solve problems; • use theoretical principles in modifying and adapting techniques 	<p>Roles at this level may generally require Employees to develop of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.</p> <p>Employees exercise initiative</p>

Freshwater Creek Steiner School Agreement 2018

		a broad knowledge of a range of functions.	responsibility for outcomes; <ul style="list-style-type: none"> • design, develop and test equipment, systems and procedures; • participate in planning involving resources used and developing proposals for resource allocation; • exercise high level diagnostic skills on sophisticated equipment or systems; and/or • analyse and report on data and experiments. 		in the application of professional practices demonstrating independent discretion and judgment.
Direction	Close supervision or, in the case of more experienced Employees, routine supervision of straightforward tasks; close supervision of more complex tasks.	Supervision is generally required to establish general objectives relative to specific tasks, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks.	Routine supervision to general direction, depending on tasks involved and experience. Supervision is present to review established objectives.	Broad direction, working with a degree of autonomy.	Little or no supervision is required. Generally reports directly to the Principal.

Freshwater Creek Steiner School Agreement 2018

<p>Supervision</p>	<p>Roles at this level do not supervise students without a higher level ESS Employee or Teacher being present.</p>	<p>Roles at this level may be required to:</p> <ul style="list-style-type: none"> • supervise students while performing their normal duties but may not be used instead of a Teacher; • supervise other Employees at lower levels. 	<p>Roles at this level may be required to:</p> <ul style="list-style-type: none"> • supervise students while performing their normal duties but may not be used instead of a Teacher; • supervise other Employees at lower levels. 	<p>Roles at this level may be required to:</p> <ul style="list-style-type: none"> • supervise students while performing their normal duties but may not be used instead of a Teacher; • co-ordinate or manage a specific functional responsibility and/or manage other Employees including administrative, technical and/or professional Employees. 	<p>Roles at this level may be required to:</p> <ul style="list-style-type: none"> • supervise students while performing their normal duties but may not be used instead of a Teacher; • have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.
<p>Qualifications</p>	<p>Level duties do not require a qualification or prior experience upon engagement.</p>	<p>Level 2 duties typically require a skill level which assumes and requires relevant knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • completion of a trades certificate or Certificate III; • completion of Year 12 or a Certificate I or II, with relevant 	<p>Level 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • Completion of a degree without relevant work experience; 	<p>Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p>	<p>Level 5 duties typically require a skill level which assumes or requires:</p> <ul style="list-style-type: none"> • post-graduate qualifications or progress towards postgraduate qualifications and

Freshwater Creek Steiner School Agreement 2018

		<p>experience and or education/training; or</p> <ul style="list-style-type: none"> • an equivalent combination of relevant experience and/or education/training. 	<ul style="list-style-type: none"> • Completion of an advanced diploma qualification and at least one years' relevant work experience; • Completion of a diploma qualification and at least two years' relevant work experience; • Completion of a Certificate IV and extensive relevant work experience; or • an equivalent combination of relevant experience and/or education/training. 	<ul style="list-style-type: none"> • a degree with relevant work experience; • extensive experience and/or management expertise; or • an equivalent relevant field; or • an equivalent combination of relevant experience and/or education/training. 	<p>extensive experience;</p> <ul style="list-style-type: none"> • extensive experience and/or management expertise; or • an equivalent combination of relevant experience and/or education/training.
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ADMINISTRATIVE SERVICES

Typical duties

The duties listed are examples of activities typically undertaken by employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

ADMINISTRATIVE SERVICES 1	ADMINISTRATIVE SERVICES 2	ADMINISTRATIVE SERVICES 3	ADMINISTRATIVE SERVICES 4	ADMINISTRATIVE SERVICES 5
<p>(a) performing a reception function, including providing information, making appointments and bookings, responding to enquiries from parents, students, Employees and general public in accordance with school procedures;</p> <p>(b) undertaking a wide range of secretarial and clerical duties, including word processing, maintain email and computerised records, taking of minutes and writing of reports (as directed);</p> <p>(c) performing duties involving the inward and outward movement of mail, copying, maintaining and retrieving records, straight</p>	<p>(a) providing administrative support to management personnel, including arranging appointments, diary and calendar management and preparing both confidential and general correspondence;</p> <p>(b) liaising with, and managing enquiries from students, parents, Employees and the general public;</p> <p>(c) using computer software packages, including desktop publishing; spreadsheets, database and/or web software, at an advanced level;</p> <p>(d) preparing government and statutory authority returns for authorisation;</p>	<p>(a) responsibility for the efficient clerical and/or financial administration of a unit;</p> <p>(b) providing designated high level support to senior school leadership, including initiating complex or confidential reports, documents and correspondence;</p> <p>(c) coordinating and/or administering the general financial operations of a unit;</p> <p>(d) providing high level assistance to the Operations Manager in the preparation of supporting data, reports and other documentation for financial/budgetary</p>	<p>(a) managing a significant functional unit with a diverse or complex set of functions and substantial resources;</p> <p>(b) being responsible for the financial functions and/or team in a school;</p> <p>(c) providing high level financial advice and support and complex budget advice and support.</p>	<p>(a) leading and managing a significant functional unit with a diverse or complex set of functions and substantial resources.</p>

<p>forward data entry and retrieval;</p> <p>(d) operating routine office equipment, such as computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine;</p> <p>(e) assisting with the preparation of internal and external publications;</p> <p>(f) monitoring and maintaining stock levels of stationery/materials within established parameters, including re-ordering;</p> <p>(g) carrying out financial transactions such as receipting, banking and petty cash.</p>	<p>(e) maintaining the school's financial records, including:</p> <p>(i) entering and retrieving financial data and preparing financial and management reports for review and authorisation;</p> <p>(ii) undertaking bank and ledger reconciliations;</p> <p>(iii) preparing financial documentation and data for the budget;</p> <p>(iv) maintaining accounting bookkeeping records.</p> <p>(f) preparing monthly summaries of debtors and creditors ledger transactions with reconciliations;</p> <p>(g) reconciling school spending against budget;</p> <p>(h) applying inventory and purchasing control procedures;</p> <p>(i) administering the personnel function for a school including:</p>	<p>decision making purposes;</p> <p>(f) responsibility for functions such as:</p> <p>(i) preparing the accounts of a school to operating statement stage;</p> <p>(ii) using advanced techniques and methods to analyse and interpret the financial statements and formulating period and year end entries;</p> <p>(iii) monitoring and managing debtors.</p>	
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Freshwater Creek Steiner School Agreement 2018

	<p>(i) maintaining personnel records;</p> <p>(ii) calculating and maintaining wage and salary records;</p> <p>(iii) providing standard information and advice to staff on salaries and basic details of their conditions of employment;</p> <p>(iv) calculating staff entitlements</p>			
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STUDENT SUPPORT

Typical duties

The duties listed are examples of activities typically undertaken by employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

STUDENT SUPPORT 1	STUDENT SUPPORT 2	STUDENT SUPPORT 3	STUDENT SUPPORT 4	STUDENT SUPPORT 5
<p>(a) assisting student learning in specified learning areas and tasks, either individually or in a group, under the specific direction and supervision of a Teacher or a higher level ESS Employee;</p> <p>(b) providing general assistance of a supporting nature to teachers on a directed basis;</p> <p>(c) providing basic physical, social and emotional care for students e.g. toileting, meals and lifting;</p> <p>(d) assisting with clerical duties associated with regular school</p>	<p>(a) assisting student learning, where discretion and judgement is required (including providing more individualised approaches and intervention strategies, and assisting in identification of learning needs and evaluation of progress under the general supervision and direction of the Teacher);</p> <p>(b) participate in the monitoring, evaluation and reporting of student learning and programs;</p> <p>(c) work with students to enable them to use</p>	<p>(a) undertaking specialist intervention strategies requiring advanced training and expertise; coordinating the work of a specialised unit in a school;</p> <p>(b) providing standard professional services within defined organisational parameters under general guidance from senior staff;</p> <p>(d) providing professional reports requiring factual analysis, including assessments and recommendations for consideration by others;</p>	<p>(a) providing standard professional services at an experienced level within defined organisational parameters;</p> <p>(b) providing complex professional reports requiring in-depth factual analysis, including assessments and recommendations for consideration by others;</p> <p>(c) providing standard clinical professional services to students within the parameters of school policy and guidelines;</p> <p>(d) making decisions on complex intervention strategies that may</p>	<p>(a) managing at a high level the delivery of professional support services in a school, including the development of policy and operational practices to guide the work of others.</p>

Freshwater Creek Steiner School Agreement 2018

<p>activities e.g. student records, equipment records; (e) assisting with the collection, preparation and distribution of learning materials; (f) providing limited assistance with communication between Teachers and non-English speaking parents/students.</p>	<p>specialised augmentative communication and adaptive technology to enhance student access to the curriculum; (d) under the general supervision and direction of teaching staff, undertake specialist assistance to students in specific learning areas e.g. languages, technology, the Arts; (f) providing basic support to students within defined principles and parameters; (g) assisting in wellbeing programs.</p>	<p>(e) providing standard clinical professional services to students within the parameters of school policy and guidelines; (f) conducting basic training and instruction related to the professional field for school colleagues.</p>	<p>have significant consequences for clients and their families.</p>	
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Freshwater Creek Steiner School Agreement 2022

**SCHEDULE 2B: SALARIES – ESS EMPLOYEES
(FOUR WEEKS’ ANNUAL LEAVE)**

2B.1 Annual salary

A Full Time ESS Employee in receipt of four weeks’ annual leave will be paid not less than the relevant salary specified for the ESS Employee’s classification and experience level. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18. The hourly rate is calculated by dividing the weekly rate of pay by 38.

Classification (including Sub Division)		From the first pay period commencing on or after			
		2022 1 April 1.5%	2023 1 April 2.25%	2024 1 April 2.25%	2025 1 April 2.25%
ES1	1	\$ 50,833	\$ 51,977	\$ 53,146	\$ 54,342
	2	\$ 52,889	\$ 54,079	\$ 55,295	\$ 56,540
	3	\$ 55,171	\$ 56,413	\$ 57,682	\$ 58,980
	4	\$ 57,795	\$ 59,096	\$ 60,425	\$ 61,785
	5	\$ 59,443	\$ 60,781	\$ 62,149	\$ 63,547
ES2	1	\$ 62,313	\$ 63,715	\$ 65,149	\$ 66,614
	2	\$ 64,176	\$ 65,620	\$ 67,097	\$ 68,607
	3	\$ 65,225	\$ 66,692	\$ 68,193	\$ 69,727
	4	\$ 68,545	\$ 70,087	\$ 71,664	\$ 73,277
	5	\$ 71,107	\$ 72,707	\$ 74,343	\$ 76,015
ES3	1	\$ 77,456	\$ 79,198	\$ 80,980	\$ 82,802
	2	\$ 79,516	\$ 81,305	\$ 83,135	\$ 85,005
	3	\$ 82,334	\$ 84,186	\$ 86,080	\$ 88,017
	4	\$ 83,641	\$ 85,523	\$ 87,447	\$ 89,415
	5	\$ 86,423	\$ 88,368	\$ 90,356	\$ 92,389
	6	\$ 87,764	\$ 89,739	\$ 91,758	\$ 93,822
ES4	1	\$88,520	\$90,512	\$92,548	\$94,631
	2	\$90,876	\$92,921	\$95,011	\$97,149
	3	\$93,878	\$95,991	\$98,150	\$100,359
	4	\$95,858	\$98,014	\$100,220	\$102,475
	5	\$99,721	\$101,964	\$104,259	\$106,604
	6	\$100,827	\$103,096	\$105,415	\$107,787
ES5	1	\$105,166	\$107,532	\$109,952	\$112,426
	2	\$107,899	\$110,326	\$112,809	\$115,347
	3	\$110,630	\$113,119	\$115,664	\$118,267
	4	\$113,362	\$115,913	\$118,521	\$121,188
	5	\$116,094	\$118,706	\$121,377	\$124,108

Note: The 1 April 2022 salary will be paid from the first pay period commencing on or after the date that the Employees approve the making of the Agreement (Date of Approval) to full-time or part-time ESS Employees who were employed on the Date of Approval. For the avoidance of doubt, the back payment will not be paid to an ESS Employee engaged for a fixed term where the fixed term engagement ceased prior to the Date of Approval, or to an ESS Employee engaged on casual basis for casual engagements prior to the Date of Approval.

Freshwater Creek Steiner School Agreement 2022

2B.2 Part Time Salary

A Part Time ESS Employee will be paid pro rata of the salary that the Employee would be entitled to receive if employed as a Full Time ESS Employee. The pro rata weekly salary is calculated using the following formula:

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

2B.3 Incremental advancement

Advancement to the next increment within the appropriate Grade will take place on the anniversary of an ESS Employee's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. An ESS Employee employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

2B.4 Casual Rate of Pay

2C.4.1 A Casual ESS Employee will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 2B for 1st year of adult experience for the appropriate grade}}{38} \times 1.25$$

2B.4.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, leave loading, personal leave (including paid personal/carer's leave) and paid compassionate leave.

Freshwater Creek Steiner School Agreement 2022

**SCHEDULE 2C: SALARIES – ESS EMPLOYEES
(ALL SCHOOL HOLIDAYS)**

2C.1 Annual Salary

A Full Time ESS Employee in receipt of paid School Holidays will be paid not less than the relevant salary specified for the ESS Employee's classification and experience level. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18. The hourly rate is calculated by dividing the weekly rate by 38.

Classification (including Sub Division)		From the first pay period commencing on or after			
		2022 1 April 1.5%	2023 1 April 2.25%	2024 1 April 2.25%	2025 1 April 2.25%
ES1	1	46,922	47,978	49,058	50,161
	2	48,820	49,919	51,042	52,191
	3	50,928	52,073	53,245	54,443
	4	53,348	54,549	55,776	57,031
	5	54,871	56,105	57,368	58,659
ES2	1	57,520	58,814	60,138	61,491
	2	59,241	60,574	61,937	63,331
	3	60,208	61,562	62,948	64,364
	4	63,272	64,696	66,151	67,640
	5	65,638	67,115	68,625	70,169
ES3	1	71,498	73,106	74,751	76,433
	2	73,399	75,050	76,739	78,465
	3	76,000	77,710	79,459	81,246
	4	77,207	78,944	80,720	82,537
	5	79,775	81,570	83,405	85,282
	6	81,013	82,836	84,700	86,606
ES4	1	81,711	83,549	85,429	87,351
	2	83,982	85,872	87,804	89,779
	3	86,657	88,606	90,600	92,639
	4	88,484	90,475	92,510	94,592
	5	92,050	94,121	96,239	98,405
	6	93,071	95,166	97,307	99,496
ES5	1	97,076	99,260	101,493	103,777
	2	99,599	101,840	104,131	106,474
	3	102,120	104,418	106,767	109,170
	4	104,641	106,996	109,403	111,865
	5	107,164	109,575	112,040	114,561

Note: The 1 April 2022 salary will be paid from the first pay period commencing on or after the date that the Employees approve the making of the Agreement (Date of Approval) to full-time or part-time ESS Employees who were employed on the Date of Approval. For the avoidance of doubt, the back payment will not be paid to an ESS Employee engaged for a fixed term where the fixed term engagement ceased prior to the Date of Approval, or to an ESS Employee engaged on casual basis for casual engagements prior to the Date of Approval.

Freshwater Creek Steiner School Agreement 2022

2C.2 Part Time Salary

A Part Time ESS Employee will be paid pro rata of the salary that the Employee would be entitled to receive if employed as a Full Time ESS Employee. The pro rata weekly salary is calculated using the following formula:

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

2C.3 Incremental advancement

Advancement to the next increment within the appropriate Grade will take place on the anniversary of an Employee's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. An ESS Employee employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

2C.4 Casual Rate of Pay

2C.4.1 A Casual ESS Employee will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 2B for 1st year of adult experience for the appropriate grade}}{38} \times 1.25$$

2C.4.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal leave (including paid personal/carer's leave) and paid compassionate leave.