



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Gippsland Grammar
(AG2022/4678)

GIPPSLAND GRAMMAR ENTERPRISE AGREEMENT 2022

Educational services

COMMISSIONER WILSON

MELBOURNE, 28 NOVEMBER 2022

Application for approval of the Gippsland Grammar Enterprise Agreement 2022

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

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

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 December 2022. The nominal expiry date of the Agreement is 31 December 2025.



COMMISSIONER

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Annexure A

THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/4678

Applicant:

Gippsland Grammar


Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Michele Wakeham, Principal, have the authority given to me by Gippsland Grammar to give the following undertakings with respect to the Gippsland Grammar Enterprise Agreement 2022 ("the Agreement"):

1. Where a Casual Teacher would otherwise be classified at Level 5 under the *Educational Services (Teachers) Award 2020* and is engaged to work for more than 5 consecutive days, they will be paid at least the minimum rate under the *Educational Services (Teachers) Award 2020* plus \$2.00 in addition to that rate. The Employer will apply the classification provisions under the *Educational Services (Teachers) Award 2020* to determine whether the casual teacher would be classified at Level 5.
2. A General Staff Employee engaged directly by the Employer on a traineeship will be classified and paid in accordance with Level 1.2A (GAP).
3. For the purpose of Clause 60.1(f) of the Agreement, the span of hours in relation to Boarding Supervision and School Operational Services Employees will be 7am to 7pm.
4. If a General Staff Employee is required to work on a Public Holiday, they will be paid 250% of the minimum hourly rate for all ordinary hours worked.

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

Signature 

Date 24/11/22



Gippsland Grammar
A PASSION FOR EXCELLENCE

GIPPSLAND GRAMMAR ENTERPRISE AGREEMENT 2022

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

PART 1:

APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the *Gippsland Grammar Enterprise Agreement 2022* (the Agreement) and is a Single Enterprise Agreement made pursuant to Section 172 (2) of the *Fair Work Act 2009* (Cth.).

2 ARRANGEMENT

This Agreement is arranged as follows.

Part Title	Part Number	Clause Numbers
Application and Coverage	1	1
Conditions of Employment for all Employees Covered by the Agreement	2	8-40
Conditions of Employment for Teachers	3	41-49
Conditions of Employment for Education Support Staff	4	50-67
Conditions of Employment for Music Tutors	5	68-71
Clause Title		
Accident Make-Up and Workers' Compensation Payments	2	25
Annual Leave - Education Support Staff	4	50
Annual Leave – Music Tutors	5	71
Annual Leave and School Holidays - Teachers	3	42
Arrangement	1	2
Application and coverage	1	5
Agreement Flexibility	2	11
Breakage and loss	2	33
Breaks – Education Support Staff	4	63
Breaks between periods of duty	4	61
Caretaker accommodation	4	55
Classifications and Wages – Education Support Staff	4	54
Classifications and Salary - Teachers	3	41
Commencement Date and Period of Operation	1	3
Compassionate Leave	2	18
Consultation regarding Major Workplace Change	2	27
Definitions	1	7
Discretionary Leave	1	40
Dispute Resolution Procedure	2	10
Employee Relations Consultative Committee	2	8
Examination Leave	2	37
Extras	3	45
Family Violence Leave	2	20
Fee discount	2	31
Further Study Allowance	2	32
Hours of Work – Education Support Staff	4	60
Hours of Work – Music Tutors	5	69
Infectious Diseases Leave	2	19
Interaction – Music Tutors	5	68
Jury Service Leave	2	36
Leave without Pay	2	24
Leave without Pay during Non-Term weeks –	4	51

Education Support Staff		
Leave without Pay during Non-Term weeks – Music Tutors	5	70
Letter of Appointment	2	9
Light Load Allocation	3	48
Long Service Leave	2	23
Meal Allowance	2	30
Minimum Employment Period	2	13
Modes of Employment	2	12
Notice of Termination – Education Support Staff	4	53
Notice of Termination - Teachers	3	49
On call and recall allowance - Education Support Staff	4	56
Overtime – Education Support Staff	4	67
Parental Leave	2	22
Part time teachers	3	46
Payment Arrangements	2	16
Performance and Conduct Management	2	29
Personal Leave	2	17
Penalty Rates – Education Support Staff	4	66
Professional Compliance - Teachers	3	47
Professional Compliance – Education Support Staff	4	52
Public Holidays	2	21
Renegotiation of Agreement	1	4
Qualification Conferral Leave	2	38
Redundancy	2	28
Relationship to Awards and the National Employment Standards	1	6
Remuneration Packaging	2	14
Renegotiation of Agreement	1	4
Return of school property	2	34
Rostered Days Off	4	62
Rostering	4	65
Scheduled class time - Teachers	3	44
Shiftwork – Education Support Staff	4	64
Sleepover allowance – Education Support Staff	4	57
Superannuation	2	15
Title	1	1
Tool allowance	4	58
Uniforms and protective clothing	2	35
Union training and union workplace rights	2	39
Vehicle Allowance	4	59
Withholding of Monies	2	26
Workload – Teachers	3	43

Schedule Title	
Teachers	
Classification Structure (Teachers) 1A	1A
Salaries (Teachers)	1B
Positions of Responsibility Structure (Teachers)	1C
Education Support Staff	
Classification Structure (Education Support Staff)	2A
Salaries - Education Support Staff	2B
Music Tutors	
Salaries and Classification Structure (Music Tutors)	2C

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 The Agreement will commence 7 days after it is approved by Fair Work Commission.
- 3.2 The Nominal Expiry Date of this Agreement is 31 December 2025.

4 RE-NEGOTIATION OF AGREEMENT

- 4.1 The Employer and the Employees agree that negotiations for a replacement Agreement will commence four months prior to the Nominal Expiry Date of this Agreement.

5 APPLICATION AND COVERAGE

- 5.1 The Agreement applies to **Gippsland Grammar (ABN 75 005 031 336)** (“the Employer”); and
- 5.2 All Employees, including all Teachers (excluding Executive Team Members) and Education Support Staff (except the Business Manager), operational services, wellbeing services, preschool/childcare services, instructional services, nursing services, boarding supervision services.
- 5.3 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Part 3, Part 4 and Part 5 of this Agreement apply to Employees as specified.

6 RELATIONSHIP TO AWARDS AND THE NATIONAL EMPLOYMENT STANDARDS

- 6.1 This Agreement operates to the complete exclusion of all Awards which would otherwise apply to any of the Employees covered by this Agreement.
- 6.2 The National Employment Standards (NES) in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 6.3 This Agreement provides industry and enterprise specific detail where it deals with a matter provided for in the NES.
- 6.4 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 any inconsistency.

7 DEFINITIONS

Act	Means the <i>Fair Work Act 2009</i> or its successor
Administrative Services	Means an Education Support Staff employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources and information management.
Award/s	Means the following: <ul style="list-style-type: none"> • Educational Services (Teachers) Award 2020 • Educational Services (Schools) General Staff Award 2020
Boarding Supervision Services	Means an Education Support Staff employee whose principal duties are to support the operation of a school's boarding house in relation to the supervision of students.
Casual Employee	Means an Employee who is engaged in relieving work or work of a casual nature, but does not include an Employee who could properly be classified as a Full-Time or Part-Time Employee.
Childcare Services	Means an Education Support Staff employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher).
Classroom Support Services	Means an Education Support Staff employee whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students.
Continuous Service	Includes all service for which paid leave was applicable. Paid leave includes, but is not limited to personal leave (sick leave, infectious diseases leave and carer's leave) and compassionate leave, school holidays, annual leave, long service leave, qualification conferral leave and leave during which accident make up payments are being received by the Employee. Periods of unpaid leave do not count as service, except at the discretion of the Employer. Periods of unpaid leave do not break continuity of employment.
Curriculum/resources services	Means an Education Support Staff employee who is ancillary to the process of teaching and includes but is not limited to audiovisual technicians, audiovisual coordinators, laboratory technicians, laboratory managers, library technicians, libraries, library assistants and visual arts technicians.
Education Support Staff	Means all categories of Employees other than Teachers covered by this Agreement, including all who provide classroom support services, childcare services, curriculum/resources services, instructional services, nursing services, administration services, operational services, boarding services and/or wellbeing services.
Employee	Means any person covered by this Agreement employed by the Employer and excludes the Executive Team.

Employer	Means the entity identified in clause 5.1.
Executive Team	Means positions of Principal, Deputy Principal, Head of Garnsey Campus, Heads of Junior School, Business Manager and any person employed as a member of the Executive Team by whatever name called.
Experience (Teacher)	Means experience of teaching after achieving the qualifications necessary for registration as a teacher. Experience is deemed to commence at the date on which a 'qualified' person first receives a teaching appointment.
FWC	Means Fair Work Commission.
Fixed Term Employee	Means an Employee employed pursuant to clause 12.3 of this Agreement
Full Time Employee	Means an Employee employed pursuant to clause 12.1 of this Agreement.
GAP Assistant	The School runs an annual 'GAP' Year program for School leavers to obtain work for one school year, allowing them to develop necessary skills for entering the workforce. This program is exclusive of the International Gap program that applies to international Gap students who are engaged under special visa conditions. The pay rate for a GAP Assistant is detailed in Schedule 2B5.
Immediate Family	Means <ul style="list-style-type: none"> (a) a spouse (including a former spouse, a defacto spouse and a former defacto spouse) of the Employee. A defacto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and (b) a child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse or defacto spouse of the Employee.
Instructional Services	Means an Education Support Staff employee, other than a qualified teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff.
Music Tutor	Means a General Staff Member engaged in accordance with Part 5 of this Agreement, whose principal duties are to develop a framework for, and provide, instrumental music instruction within a structured learning environment.
NES	Means the National Employment Standards contained at Part 2-2 of the Fair Work Act 2009 (Cth)
Non-Term Weeks	Means weeks in the school year other than term weeks and include periods designated as school holidays for students.
Operational Services	Means an Education Support Staff employee whose principal duties are to support the other services of a school, including but not limited to: <ul style="list-style-type: none"> • construction, plumbing, carpentry, painting and other trades; • cleaning, maintenance, school facility management; • security, caretaking; • gardening, turf management, farming; • retailing—canteens, uniform shops, book shops; • cooking/catering, housekeeping, laundry; and

	<ul style="list-style-type: none"> bus driving and vehicle maintenance.
Part Time Employee	Means an Employee employed pursuant to clause 12.2 of this Agreement.
Principal	Means the Principal of the School or his or her nominee.
Registered Health Practitioner	Means a person registered under the <i>Health Practitioner Regulation National Law (Victoria) Act 2009</i>
School	Means the Employer.
School Closure Period	Means the period as determined by the Employer and announced at least 6 months prior to the commencement of a new School Year, during which the School closes and Education Support Staff are required to take no more than two consecutive weeks' annual leave (or unpaid leave). This period is inclusive of Christmas Day, Boxing Day and New Year's Day, Employees are not taken to be on paid annual leave on any day or part pay that is a public holiday.
School Holidays	Means a period of holidays as determined by the Employer and announced at least 6 months prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools.
School Year	Means twelve months from the day that Employees are required by the Employer to attend the School for the new educational year or the calendar year, as determined by the School and includes term weeks and non-term weeks.
Sessional Staff Member	Means a Music Tutor engaged on a sessional basis.
Term Weeks	Means the weeks in the school year that students are required to attend school as set out in the school calendar of the school. This includes student free days on which teachers and ESS employees are required to attend work.
Teacher	Means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to the <i>Education and Training Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes: <ul style="list-style-type: none"> a qualified teacher librarian, a person employed as an Early Childhood teacher, but excludes an instrumental music tutor.
VIT	Victorian Institute of Teaching – being the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i>
Wellbeing Services	Means an Education Support Staff employee who is ancillary to the process of teaching and includes school counsellors, guidance officers, youth welfare officers, psychologists, speech therapists and occupational therapists.
WIRC Act	Means the <i>Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)</i> or its successor

PART 2:

CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

8 EMPLOYMENT RELATIONS CONSULTATIVE COMMITTEE

- 8.1 It is agreed between the parties to this Agreement that an Employment Relations Consultative Committee will be established by the end of Term 1 each year.
- 8.2 The Principal, on behalf of the Employer, shall consult with the Employment Relations Consultative Committee on the following:
- Matters arising following the implementation of this Agreement
 - Interpretation of this Agreement
 - Workload issues
 - Other Staff Concerns

With regards to workload issues, the Employer will consider the views of the Employment Relations Consultative Committee and will implement change where appropriate and possible in order to support Employees.

- 8.3 The Employment Relations Consultative Committee shall be formed from the members of staff of the School and will be comprised of the Principal or nominee, two additional nominees of the Principal, a IEUVT nominee, a primary teacher nominated by teachers in each primary campus, a secondary teacher nominated by teachers in the secondary campus and members of the education support staff. Should any department of staff fail to nominate a representative, the Committee will proceed with its business without a nominee from that area.
- 8.4 The Employment Relations Consultative Committee shall make recommendations to the Principal regarding the issues set out in Clause 8.2.
- 8.5 Once established, the Employment Relations Consultative Committee shall meet at least once per term with the Principal. The Employment Relations Consultative Committee shall have the right to call additional meetings with the Principal as required.

9 LETTER OF APPOINTMENT AND STATEMENT OF SERVICE

- 9.1 Upon engagement, the School will provide all Employees (other than casual teachers) with a letter of appointment.
- 9.2 Upon termination of employment with the School, and upon request from an Employee, the School will provide the Employee with a written statement of employment.

10. DISPUTE RESOLUTION PROCEDURE

- 10.1 If a dispute relates to:
- (a) a matter arising under this agreement;
 - (b) the National Employment Standards;

this clause sets out the procedures to settle the dispute.

- 10.2 An Employee who is party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 10.3 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 the relevant Executive Team member or Principal.
- 10.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 10.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If the Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then :
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- 10.6 While the parties are trying to resolve the dispute using the procedures in this clause 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.

The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

11 AGREEMENT FLEXIBILITY

- 11.1 Notwithstanding any other provision of this Agreement, the Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 11.2 The Employer and the individual Employee must have genuinely made the agreement without coercion or duress. The Employee is entitled to be accompanied if the Employee so wishes by a Representative.
- 11.3 The agreement between the Employer and the individual Employee must be confined to a variation in the application of one or more terms listed in cl. 11.1.
- 11.4 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and

- (c) result at the time the agreement is made in the Employee being better off overall than the Employee would have been if no arrangement was made.
- 11.5 The agreement between the Employer and the individual Employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (b) state each term of this Agreement that the employer and the individual Employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
 - (d) detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 11.6 The Employer must give the individual Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 11.7 Except as provided in cl.11.5(a), the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 11.8 An Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures including translation into an appropriate language, to ensure the Employee understands the proposal.
- 11.9 The agreement may be terminated:
- (a) by the Employer or the individual Employee giving no more than 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the Employer and the individual Employee.
- 11.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual Employee contained in any other term of this Agreement.

12 MODES OF EMPLOYMENT

The Employer may employ a Full Time, Part Time, Light Load, 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.

12.1 Full Time Employee

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

12.2 Part Time Employee

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and who has reasonably predictable hours of work.
- (b) A part-time Education Support Staff Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part time teacher's time fraction will be calculated as per cl. 46.
- (d) A part-time Employee's entitlements will be calculated on a pro rata basis.
- (e) 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.
- (f) For Education Support Staff the terms of the agreement in cl. 12.2.(d) may only be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.
- (g) Variation of part time hours for teachers may only occur in accordance with cl. 46.4(a).

12.3 Fixed Term Employee

- (a) 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:
 - to replace one or more Employees who are on leave;
 - to undertake a specified project for which funding has been made available;
 - to undertake a specified task which has a limited period of operation; or
 - 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.
 - to replace an employee who has requested a flexible working arrangement under the NES.
- (b) 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.
- (c) Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
 - the reason for the fixed nature of the employment;
 - the date of commencement of the employment;
 - the benefits which are applicable under this Agreement; and
 - the rights of any Employee being replaced.
- (d) 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 cl 29, 49 or 53.
- (e) 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 appointment), except in accordance with cl.12.3(d) above,
- Redundancy,
- Accident make up pay maximum exceeding the period of the fixed-term agreement for the term of the Fixed Term contract
- Paid parental leave unless the fixed term is greater than 12 months minimum employment period.

12.4 Casual Employee

- (a) The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- (b) A casual Education Support Staff Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25% as specified in Schedule 2B.
- (c) A casual Education Support Staff Employee will be engaged and paid for a minimum of two hours for each engagement. Except that a preschool/childcare services Employee working in an out of school hours care program may satisfy the two hour minimum by working one hour before school and one hour after school on the same day.
- (d) The Employer will engage a Casual Teacher for a full day or a half day. The exception to this is when a part-time teacher works additional 'casual' hours, this can be paid based on their applicable pay scale's hourly rate. A casual Teacher will be paid as specified in Schedule 1B, incorporating a 25% casual loading.
- (e) A Casual Employee is not entitled to any of the following benefits under this Agreement:
 - notice of termination of employment
 - redundancy
 - remuneration packaging
 - School fee remissions
 - annual leave
 - school holidays
 - non attendance time
 - leave loading
 - public holidays (but is entitled to penalty loading for work performed on a public holiday)
 - paid personal leave
 - paid parental leave
 - paid compassionate leave
 - accident make-up pay
- (f) A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.
- (g) An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days other than by mutual agreement.
- (h) An Employer must not employ a Casual Classroom Support Services Employee, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 38 hours per week

or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period.

12.5 Light Load Employee

Conditions for a light load Employees are described in cl.48.

13 **MINIMUM EMPLOYMENT PERIOD**

13.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period. Performance and conduct management processes do not apply during this period.

13.2 If the Employer is to terminate the employment of an Employee within the minimum employment period, the Employee is entitled to notice prescribed as follows or payment in lieu of notice but does not need to comply with any due process or performance management policies or procedures.

Employee	Period of Notice
Teacher	4 weeks wholly in a school term
Educational Support Staff Employee	2 weeks

13.3 Employees wishing to resign during the first six months of employment commencing are required to give the same notice required of the Employer in cl.13.2 above.

14 **REMUNERATION PACKAGING**

14.1 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.

14.2 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.

15 **SUPERANNUATION**

15.1 The Employer shall continue to make an Employer superannuation contribution, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee. Each Employee shall be provided with a superannuation choice form upon commencement. If an Employee does not nominate a complying superannuation fund for this purpose, a request for stapled superannuation fund details will be made to the Australian Taxation Office (ATO). If the Employer is advised by the ATO that the Employee does not have a stapled super fund, the Employer's default applies and the contribution will be made to Non Government Superannuation Fund.

16 **PAYMENT ARRANGEMENTS**

16.1 Salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis and an electronic pay slip will be issued unless an Employee requests the Employer in writing to provide a

written pay slip.

17 PERSONAL LEAVE

- 17.1 Personal leave is provided in accordance with the NES except where the conditions in this Agreement are more favourable. This clause does not reproduce the NES in full and should be read in conjunction with the NES.
- 17.2 An Employee is entitled to a paid personal leave entitlement, which includes both personal and carer's leave.
- 17.3 For a Full Time Teacher or Classroom Support Services Employee, the personal leave entitlement equates to 15 days per year of service. A Part Time Teacher or Classroom Support Services Employee is entitled to paid personal leave on a pro rata basis based on their hours.
- (a) For a part-time Teacher, personal leave is to be calculated based upon lessons or duties requiring coverage. For a part time staff member, the day will be separated into 3 sessions or a third of a day. For each class that requires coverage that third of the day will be deducted from their personal leave entitlements.
 - (b) For a full-time Teacher or Classroom Support Services Employee, personal leave will be deducted as a full day or for a short term absence, a third of a day for each class or activity that requires coverage.
 - (c) ELC teachers, Junior School Teachers at these campuses will have personal leave deducted based upon the number of sessions missed. These sessions would be based upon a third of a day. Before recess, from recess to lunch and lunch to end of school day.
 - (d) ELC co-educators and School Support staff will have time deducted based upon time away from the School.
- 17.4 For all other Employees the personal leave entitlement is as follows:
- In the first two years of employment the personal leave entitlement equates to 10 days per annum.
 - In the third and fourth year 12 days per annum.
 - In the fifth year and in subsequent years 15 days per annum.
- 17.5 Part time staff are entitled to paid personal leave on a pro rata basis.
- 17.6 Paid **personal** leave is taken by the Employee because of a personal illness or injury.
- 17.7 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. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on their specified hours.
- 17.8 Where the Employee has exhausted the paid personal 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.

17.9 A Casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

17.10 The amount of personal/carer's leave, a Full Time Teacher or Classroom Support Services Employee may take as **personal/carer's** leave depends upon how long the Teacher or Classroom Support Services Employee has worked for the Employer and accrues as follows:

- 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
- in the second and subsequent year of service, 15 days at the commencement of that year.

Personal leave for all other Employees accrues at the commencement of each four-week period of continuous service with the Employer, based upon the Employee's nominal hours of work.

17.11 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.

17.12 An Employee is entitled to personal/carer's leave provided that:

- (a) the Employee produces, a medical certificate from a Registered health practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
- (b) the Employee produces a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence continuous with the beginning or end of a school term, a school camp, tour or excursion, a weekend or a public holiday to which the Employee is entitled and 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 personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.
- (d) An employee is entitled to carer's leave provided that the Employee produces, if required by the School a medical certificate from a registered health practitioner or statutory declaration to the Employer stating the illness of a member of the immediate family concerned and that the illness is such as to require care by another.

18 COMPASSIONATE LEAVE

18.1 Compassionate leave is provided in accordance with the NES except where the conditions in this Agreement are more favourable. This clause does not reproduce the NES in full and should be read in conjunction with the NES.

18.2 Entitlement

- (a) An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or 2 days paid leave when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
- (b) 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.
- (c) 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 and the disease is evident in the School:

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever, or
- Hepatitis.
- SARS, bird flu, swine flu or similarly chronic or contagious diseases

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.

20 FAMILY VIOLENCE LEAVE

20.1 General Principle

This Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.

20.2 Definition

For the purpose of this clause, family violence is defined by the *Family Violence Protection Act 2008* (Vic) (the Act). Under this Act, the definition of family violence is behaviour by a person towards a family member of that person if that behaviour:

- (a) is abusive (physical, sexual, emotional or psychological, or economic), threatening, coercive or in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (b) causes a child to hear or witness, or to otherwise be exposed to the effects of behaviour described above.

20.3 Leave entitlement

- (a) An employee subject to family violence is entitled to twelve days per year of paid family violence leave for the purpose of:
 - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (ii) relocation or making other safety arrangements; or
 - (iii) other activities reasonably associated with the experience of family violence.
- (b) Family violence leave may be taken as consecutive or single days, including half days.
- (c) Family violence leave is not cumulative from year to year.

20.4 Notice and Evidentiary Requirements

- (a) The employee shall give notice to the Principal as soon as reasonably practicable of the employee's request to take family violence leave.
- (b) The employee must, if required, provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 20.3(a). Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the employee may provide a statutory declaration.
- (c) Personal information provided by the employee to the employer concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary, such as for operational or safety reasons.

20.5 Interaction with the NES

If, during the period of operation of this Agreement, the NES are amended to provide paid family and domestic violence leave, then the leave entitlement in cl. 20.3 will be offset against the NES leave entitlement, should this not be prohibited by the NES.

21 PUBLIC HOLIDAYS

- 21.1 Employees are entitled to public holidays as specified in the NES and as gazetted by the Victorian Government from time to time.
- 21.3 Public holidays that occur during a period of leave for Employees in accordance with cl.42 and 50 do not create an additional entitlement.
- 21.4 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.
- 21.5 An agreement made in accordance with cl. 21.4 must be recorded in writing. Any such agreement must be recorded in the time and wages records kept by the Employer.

22 PARENTAL LEAVE

22.1 Parental leave is in accordance with the NES except where more favourable terms are provided in this agreement. This clause does not reproduce the NES in full and should be read in conjunction with the NES.

22.1 Basic Entitlement

An eligible Employee is entitled to an initial 52 weeks of unpaid parental leave in relation to the birth or adoption of a child. An eligible Employee is entitled to extend their unpaid parental leave by a further period of up to 52 weeks (104 weeks in total). An Employee wishing to extend their parental leave beyond the initial 12 months should notify the school as soon as possible, preferably seven (7) weeks wholly within the term prior to the end of the initial leave period.

22.2 Additional Entitlement

- (a) Parental leave shall be without pay except that where the qualifying conditions set out below are met, a parental leave payment equivalent to 16 weeks wages will be made.
- (b) The employee can elect either ordinary fortnightly payment after the confinement or adoption commences or alternatively paid at half pay for 32 weeks.
- (c) The payment is only made following completion of 12 months of continuous service (other than to a casual employee).
- (d) The payment is only for female employees for parental leave and primary care giver in the case of adoption leave.
- (e) An employee who has previously received a parental leave payment and taken parental leave whilst employed at Gippsland Grammar must have returned to work at the School for a period of not less than 12 months of continuous service to qualify for a further parental leave payment. That payment will be made at the rate paid to the employee immediately prior to the taking of this, second or subsequent, period of parental leave.
- (f) Subject to s84 of the NES, if an employee holds a position of responsibility while on parental leave which expires whilst the employee is on parental leave, the employee does not have an entitlement to the position of responsibility on return to work. The employee will, however, be invited to re-apply for the position of responsibility.
- (g) The non primary caregiver who has had at least 12 months continuous service with the employer will be entitled to a total of 10 days of paid leave to be taken at or about the time of the birth of the child. This will be applied on a pro-rata basis for part-time employees.

22.3 Right to request part time work

- (a) 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 by negotiation with the Principal, and subject to the School's operational requirements, to assist the Employee in reconciling work and parental responsibilities.
- (b) An application pursuant to cl. 22.3 (a) should be made as soon as possible, preferably seven (7) weeks wholly within the term prior to the date upon which the Employee is due to return to work from parental leave. This will assist the School in planning resources..
- (c) The Employer shall consider any request made pursuant to cl.22.3 having regard to the Employee's circumstances and may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (d) An Employee's request and the Employer's decision made pursuant to clause 22.3(c) must be recorded in writing.

22.4 Returning of School Property

In the event that an employee takes parental leave of longer than a Term's duration all property belonging to the School should be returned prior to the commencement of such leave.

23 LONG SERVICE LEAVE

- 23.1 An employee is entitled to long service leave in accordance the National Employment Standard, or the *Long Service Leave Act 2018* (Vic) (or successor), as appropriate.
- 23.2 All employees accrue Long Service Leave at the rate of 1.3 weeks per year of continuous employment.
- 23.3 An employee may apply to access the employee's accrued Long Service Leave entitlement after completing 7 years of continuous employment.
- 23.4 The timing of the taking of Long Service Leave needs to take into consideration the operational requirements of the School and needs to be agreed between the employee and the employer.
- 23.5 Applications for Long Service Leave by a Teacher or Early Childhood Teacher should ordinarily be received in the June of the year preceding the year in which the leave is planned to be taken. Compassionate and other applications for Long Service Leave will be considered on their merits by the employer. Generally, Long Service Leave will not be granted to a Teacher or Early Childhood Teacher for periods of less than four weeks.
- 23.6 An Education Support Employee applying for Long Service Leave must provide reasonable notice. It is the School's preference that as much notice as possible is given to enable due consideration of the request for leave. Where an Education Support Employee is applying to take long service leave for a period in excess of four (4) weeks, they must provide a minimum of one (1) terms' notice. Where an Education Support Employee is applying to take long service leave for a period of four (4) weeks or less, they must provide a minimum of two weeks' notice. An Education Support Employee can request to take long service leave for a period of not less than one (1) day. The Employer must grant the request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request.
- 23.7 The employer encourages the taking of Long Service Leave within 12 months of the entitlement falling due following the completion of 10 years of continuous employment. Ordinarily, long service leave should be taken within 12 months of entitlements falling due following 10 years of employment where operationally possible.
- 23.8 Accrued Long Service Leave will be paid in lieu, after the completion of five years of continuous employment where an employee's employment is terminated (or where an employee resigns). Where termination or resignation is for serious misconduct, the NES shall apply.
- 23.9 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.

23.10 An Early Childhood Teacher and an Education Support (ES) employee whose time fraction has varied during service, is paid at a proportionate rate during Long Service Leave. The rate is determined by calculating an average of the employee's time fractions over the period of eligible service. However, if pursuant to the NES or the *Long Service Leave Act 2018* (Vic), as appropriate, an ES employee is entitled to a more generous approach in calculating the rate of pay which will apply whilst on long service leave, that approach will apply.

23.11 A primary or secondary Teacher, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:

Service prior to 1 February 1997		
<i>Employment Arrangement</i>		<i>Entitlement to Payment</i>
(a)	where all service for the period of employment ending 31 January 1997 was part-time	Salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay
(b)	where full-time employment falls last	<ul style="list-style-type: none"> • leave taken from the full-time credit will be paid at the current full-time salary, and • leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment
(c)	where part-time employment falls last	<ul style="list-style-type: none"> • leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category, and • leave taken from the part-time credit will be paid on the basis of average weekly hours over the last 12 months of part-time employment
(d)	where the Teacher can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment	average weekly hours will be struck over the actual period of part-time employment

Service from 1 February 1997		
<i>Employment Arrangement</i>		<i>Entitlement to Payment</i>
Time fraction has varied during service		payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service

23.12 Long Service Leave at half pay

An Education Support Employee may request a period of Long Service Leave which is twice as long as the period to which the employee would otherwise

be entitled and at a rate of pay equal to half the rate the employee would otherwise receive when taking Long Service Leave. The Employer must grant a request made under this clause unless the Employer has reasonable business grounds for refusing the request.

23.13 Illness on Long Service Leave

Subject to the requirements of cl. 23.4, an employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal leave, is entitled to have the period of illness or injury treated as personal leave, with Long Service Leave reaccredited to the employee.

23.14 The employee's application under cl. 23.13:

- (a) must be received by the employer during the period of illness or injury or as soon as practicable thereafter;
- (b) must be accompanied by a medical certificate from a registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (c) 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.

24 LEAVE WITHOUT PAY

- 24.1 An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay, except for long service leave (where applicable).

25 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

- 25.1 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 (inclusive of non-term 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.
- 25.2 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 such absence:
 - ii. paid personal/carer's leave; and
 - (b) the Employee is not entitled to any payment or benefit in respect of any Non Term Weeks for a Teacher or School Holidays for a School Assistant 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.).

- 25.3 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.

- 25.4 For the purposes of cl.25.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make up pay, if applicable.
- 25.5 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.

26 WITHHOLDING OF MONIES

- 26.1 If a Teacher fails to give the required notice of termination, the Employer may deduct from wages due to the Teacher under this Agreement, an amount that is no more than two (2) weeks' wages for the Teacher.
- 26.2 If an Education Support Employee who is at least 18 years old, fails to give the required notice of termination, the Employer may deduct from wages due to the School Assistant under this Agreement, an amount that is no more than one (1) week's wages for the School Assistant.
- 26.3 If the Employer has agreed to a shorter period of notice, then no deduction can be made under clauses 26.1 or 26.2.
- 26.4 Any deduction under clauses 26.1 or 26.2 must not be unreasonable in the circumstances.

27 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

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

27.2 Consultation regarding major workplace change

For a major change referred to in cl. 27.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) clauses 27.3 to 27.9 apply
 - (c) relevant Employees means the Employees who may be affected by a change referred to in clause 27.1 (a) or (b).
- 27.3 The relevant Employees may appoint a Representative for the purposes of the procedures in this term.
- 27.4 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.

27.5 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
 - (i) 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.

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

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

27.8 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 clause 27.2(a) and clauses 27.3 and 27.5 are taken not to apply.

27.9 In this clause, a major change is ***likely to have a significant effect on employees*** if it results in:

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

27.10 Consultation about changes to regular roster or ordinary hours of work

For a change referred to in cl.27.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) cl.27.11 to 27.15 apply.

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

27.12 If:

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

the Employer must recognise the Representative.

- 27.13 The Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and 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).
- 27.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 27.15 The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 27.16 For the purposes of cl.27.11 to 27.15, 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.
- 27.17 However, where a change to the School's educational timetable directly results in a change:
- (a) to the number of ordinary hours of work of an Employee, or
 - (b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or
 - (c) to the days over which the Employee is required to work, cl.27.11 to 27.15 will apply.

28 REDUNDANCY

28.1 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 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.

28.2 Redundancy Disputes

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

- the number and categories of Employees likely to be affected; and
- the period over which any proposed redundancies are intended to undertaken.

(b) Where a redundancy dispute arises and discussions occur in accordance with this clause, 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 affects of any proposed redundancies on the Employees concerned.

28.3 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.

28.4 Severance Pay

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

Period of continuous employment	Severance pay
1 year or less	4 weeks pay
More than 1 year	A base payment of 4 weeks pay plus 2 weeks pay for each year of service after the first up to a maximum of 26 weeks.

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

28.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under cl. 28.4 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.

28.6 Alternative employment

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

28.7 Time off during notice period

- 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.
- 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.

29 PERFORMANCE AND CONDUCT MANAGEMENT

29.1 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 cl.13 - Minimum employment period; or
- (b) for a casual Employee.

29.2 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.

29.3 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;
 - (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 in writing;
 - (iii) terminating the employment of the Employee in accordance with the relevant notice provision;
 - (iv) other action, appropriate to the situation;
 - (v) taking no further action.

30 MEAL ALLOWANCE

- 30.1 The Employer will supply a teacher with a meal or a meal allowance in accordance with the Award should the Employer require a teacher to remain at school continuously until after 7 p.m. on any day or for more than five continuous hours on a weekend.
- 30.2 Where the Employer requires an Education Support Staff Employee to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the Employee.

The exceptions to this are:

- if an Employee could reasonably return home for a meal; or
- if it is not possible to provide a meal, the Employer will pay a meal allowance in accordance with the rate set within the Award to the Employee; or
- if the Employee is employed in a boarding role, to be on duty during meal times, the Employee will be entitled to the meal provided to the school's boarding students.

31 FEE DISCOUNT

- 31.1 The fee discount refers to tuition fees for Employees with children attending the School from Early Learning Centre through to and including Year 12. This fee discount does not apply to any charges for co-curricular activities, textbook fees, bus fees, boarding fees or equipment, uniform or the like type expenses.
- 31.2 Full time Teachers are entitled to a 40% reduction of tuition fees for any dependent child enrolled at the school during the Employee's employment.
- 31.3 Full time Education Support Employees covered by this agreement are entitled to a 50% reduction of tuition fees for any dependent child enrolled at the school during the Employee's employment.
- 31.4 From 2015, part time Employees are entitled to a pro rata fee discount calculated as follows, subject to clause 31.5 (which deals temporary changes to an employee's time fraction):

Employees FTE time fraction x Applicable fee discount

- 31.5 Where an employee's time fraction is:
- (a) temporarily decreased for less than one school term (wholly within a term), the pro rata fee discount will remain unchanged.
- (b) temporarily increased for a period greater than one school term (wholly within a term), the employee has the full following School Term to request that Accounts conduct a discretionary review the applicable fee discount. If the employee's request is approved, the adjusted discount will be applied from the date that the employee's time fraction was first adjusted.

32 FURTHER STUDY ALLOWANCE

- 32.1 An Employee undertaking a course of study approved by the Principal can apply to the Principal for financial assistance.
- 32.2 The school will make appropriate allowance for Employees to participate in approved Professional Development (PD) during school time. It is expected that some PD will be completed by Employees outside of normal working hours.

33 BREAKAGE, LOSS

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

34 RETURN OF SCHOOL PROPERTY

- 34.1 Upon termination of employment all Employees shall return to the school all school property which has been issued or borrowed for their personal use or for the performance of their duties.

35 UNIFORMS AND PROTECTIVE CLOTHING

- 35.1 Where an Employer requires an Employee to wear protective clothing and/or footwear, the Employer will provide the items on a fair wear and tear basis, or the Employer may elect to reimburse the Employee for the purchase price of the items provided that the purchase of the items was first approved by the

Employer.

- 35.2 The Employee is responsible for the maintenance and laundering of protective clothing and/or footwear.

36 JURY SERVICE LEAVE

- 36.1 Jury Service leave is in accordance with the NES except where more favourable terms are provided in this agreement. This clause does not reproduce the NES in full and should be read in conjunction with the NES.
- 36.2 An employee is entitled to be absent from employment to engage in Jury Service.
- 36.3 The definitions, entitlements and notice and evidence requirements applying to eligible community service activities are prescribed by the NES. Evidence is to be provided to the Principal if requested.
- 36.4 An employee, including a casual Employee that is required to serve as a juror is entitled to leave at their ordinary rate of pay for an absence due to jury service. The Employee will be paid for all days of jury service at their ordinary rate of pay provided that prior to the proceedings on Jury Service Leave the Employee:
- (a) signs a permitted deductions form allowing the School to deduct from a subsequent salary payment(s) the amount of jury service pay paid to the employee.
 - (b) provides proof of the requirement to attend jury service.
 - (c) provides any estimates of the duration of the absence from duty as soon as reasonably practicable.
 - (d) At the conclusion of jury service the employee will reimburse the School any monies received from the Court authority for jury service. If the employee has not arranged for repayment of jury service monies within 14 days of the conclusion of the jury service the School may make deductions from salary in accordance with the permitted deductions form.

37 EXAMINATION LEAVE

- 37.1 An Employee will be granted leave with pay to attend compulsory examinations in a course of study approved as being directly relevant to their current role at the School.

38 QUALIFICATION CONFERRAL LEAVE

- 38.1 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 a course of study approved as being directly relevant to their current role at the School.

39 UNION TRAINING LEAVE AND UNION WORKPLACE RIGHTS

- 39.1 The elected IEU Representative on each junior campus and the senior school shall be entitled to 1 day of paid leave per year to attend IEU training.
- 39.2 The granting of leave pursuant to this clause is subject to the operation of the school not being unduly inconvenienced. Leave shall not be unreasonably refused.

- 39.3 The Employer shall not be liable for any expenses associated with an Employee attending Trade Union Training.
- 39.4 Union Workplace Representatives shall be given access to facilities to enable them to perform their roles, including (but not limited to) telephone, fax and email facilities.
- 39.5 The Employer shall permit the union to display notices dealing with legitimate Union business on notice boards and, where requested provide an appropriate notice board in a suitable location for this purpose. Where the Employer operates an intranet or other electronic system for the dissemination of information to staff, a page will be provided, accessible to all staff, where Union notices can be posted.

40 DISCRETIONARY LEAVE

- 40.1 An Employee is entitled to request discretionary leave, which is taken from an Employee's entitlement to personal/carer's leave
- 40.2 The quantum of discretionary leave that may be requested is as follows:
- (a) A full-time Employee may request 3 days of discretionary leave per school year.
 - (b) A part-time Employee may request 3 days of discretionary leave per year, provided that the Employee will have accrued the required amount of personal/carer's leave under the NES per year (based on 10 days), when taking their discretionary leave. In the event that an Employee taking three days' discretionary leave will result in the Employee not accruing the required personal/carer's leave entitlement under the NES, the Employee will be entitled to access 20% of their personal/carer's leave entitlement as discretionary leave, to be approved at the discretion of the Principal.
- 40.3 An Employee may request discretionary leave for any of the following reasons:
- (a) to attend the funeral of a person who is not a member of the Employee's immediate Family or household
 - (b) to attend a significant family event (e.g. wedding) for a member of the Employee's Immediate Family or household
 - (c) to engage in a voluntary emergency management service activity
 - (d) to attend to a matter of urgent pressing necessity or obligation
 - (e) to appear before a court or tribunal
 - (f) to observe religious days
 - (g) to attend an exam or conferral for a course of study the Employee has undertaken that is not a course of study approved by the School
 - (h) for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander; or
 - (i) other reasons, as agreed to by the Employer.
- 40.4 An Employee must:
- (a) Request discretionary leave in writing and provide the reason for requesting leave
 - (b) Make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and
 - (c) Take discretionary leave as a full day or as a half day or if you are part time as per your timetabled classes.

- 40.5 Discretionary leave is approved at the complete discretion of the Principal.
- 40.6 The cap applying to the amount of discretionary leave that can be accessed per year is non-cumulative.

PART 3: CONDITIONS OF EMPLOYMENT FOR TEACHERS

41 CLASSIFICATIONS AND SALARY

- 41.1 Schedule 1A sets out the classification structure and progression arrangements,
- 41.2 Schedule 1B sets out the salary for a Teacher.

42 ANNUAL LEAVE AND SCHOOL HOLIDAYS

- 42.1 This clause applies to Teachers employed either full-time or part-time on a pro-rata basis. This clause does not apply to casual Teachers.
- 42.2 School holidays will be not less than the periods mandated by the Victorian Government for Victorian government schools. The Employer will announce the periods of school holidays for each year prior to the commencement of that school year.
- 42.3 A Teacher is entitled to school holidays without deduction of pay. School holidays are deemed to include annual leave.
- 42.4 The Employer may reduce a Teacher's entitlement to school holidays where a Teacher has taken unpaid leave in excess of ten working days in any school year pursuant to clause 17 (Personal Leave) or clause 24 (Leave Without Pay).
- 42.5 A Teacher's entitlement to school holidays which has been reduced at the Employer's discretion under 42.4 will be calculated on the basis of one third of that Teacher's working weeks (excluding holidays already received and periods of unpaid leave).
- 42.6 Where a Teacher's entitlement to paid school holidays has been reduced pursuant to 42.4, the period which but for that reduction would have been paid school holidays will be unpaid leave (other than unpaid leave pursuant to clauses 17 and 24 and will be counted as service for all purposes of the agreement.
- 42.7 A part-time Teacher is paid during school holidays on the same proportionate basis as the Teacher's annual salary is calculated.
- 42.8 A Teacher who is employed for part only of a school year will be paid a pro rata holiday entitlement calculated on the basis of one third of that Teacher's number of working weeks (excluding paid holiday periods and periods of unpaid leave) at the rate of pay applicable at the time of school holidays or at the time that employment is terminated.
- 42.9 Public holidays that occur during school holidays for Teachers do not create an additional entitlement.
- 42.10 Annual Leave Loading
 - (a) An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave, paid prior to the end of Term 4.
 - (b) An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

43 WORKLOAD

43.1 Teacher Workload Management

- (a) The Employer acknowledges the need to support Teachers in managing workload in the most effective manner, and in a way which is of benefit to both Teachers and students.
- (b) The parties to this Agreement commit to a process where Employees, the IEU and the Employer will engage in ongoing consultation to achieve improvements in workload during the life of the agreement.

43.2 The hours of work for teachers shall consist of an average of 38 hours per week averaged over a period of 6 months plus reasonable additional hours. The averaging period will commence on either the day that Employees are required to attend the School for the new educational year or on the first day of Term 3.

43.3 The parties agree that:

- (a) Teachers' work includes the work undertaken to meet their professional responsibilities. This work may be performed in other locations including, for example, the Employee's home.
- (b) There is no set attendance requirement for teachers at the workplace beyond their scheduled duties including classroom teaching.

43.4 Reasonable additional hours

A Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties. It is recognised that the allocation of teacher work is managed by the Principal and/or his/her delegate. As far as the School's operational procedures will allow, decisions relating to teacher workload will be made in line with the School's agreed 'Load Documents'.

In determining whether additional hours that an Employee is required or requested by an Employer to work are reasonable additional hours, all relevant factors must be taken into account. Those factors may include, but are not limited to, the following:

- (a) any risk to Employee health and safety from working the additional hours;
- (b) the Employee's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the Employee is employed;
- (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e) any notice given by the Employer of any request or requirement to work the additional hours;
- (f) any notice given by the Employee of his or her intention to refuse to work the additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
- (h) the nature of the Employee's role, and the Employee's level of responsibility;

- (i) whether the additional hours are in accordance with averaging terms included under clause 43.2 above.
- (j) any other relevant matter.

44 SCHEDULED CLASS TIME

- 44.1 A full time teaching load for a secondary teacher will not exceed 18 hours of scheduled class time per week.
- 44.2 A full time teaching load for a primary teacher will not exceed 22.5 hours of scheduled class time per week.
- 44.3 A full time teaching load for Early Learning Centre Teachers is 23 hours of scheduled class time per week
- 44.4 Scheduled class time shall include:
 - scheduled classes allocated to the teacher during normal school time, whether that class or activity consists of a single student or a group of students.

For primary classroom teachers class time shall also include:

- time spent registering students in the morning;
 - time taken supervising the class eating lunch;
 - Fellowship; and
 - Sport.
- 44.5 Scheduled class time does not include the following reasonable expectations of classroom teachers:
 - Co-curricular activity sessions and camps taken by a teacher
 - Yard duty
 - Sport (Senior Campus)
 - Chapel
 - Assembly
 - 44.6 Secondary teachers who are allocated a Mentor group are entitled to an allowance of 150 minutes per fortnight which will be counted toward scheduled class time as per this clause.
 - 44.7 Should the Principal and the affected teacher agree, a teacher may be allocated scheduled class time in excess of the limits set out in this clause.

45 EXTRAS

- 45.1 Secondary teachers will usually be allocated no more than one extra in any teaching week save that where no suitable teachers are available to take an extra, a teacher who has already taken an extra in a particular week may be required to take further extras pursuant to the school's 'Load' documents'. Extras do not include replacement classes where a teacher is asked to take another class when their own class, for whatever reason, is not running.
- 45.2 Primary teachers who for whatever reason are not released from classroom teaching duties as per their time table on more than one occasion in a teaching week will be given compensatory extra release time. The Head of the respective junior schools will negotiate with affected teachers regarding

the timing of this compensatory release time but it should be made available as soon as possible following the release time being missed.

46 PART TIME TEACHERS

46.1 A Part Time 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 12.2.

46.2 A part-time Teacher is an employee who is engaged in work on a regular basis for less than, but not more than 90% of the hours of a full-time teacher in the School. If the hours of a part-time employee rise above 90%, the employee will be considered to be full time.

(a) A Teacher (full time or part-time) who requests to work above 90% of full time hours, but less than full time, will not be considered to be full-time and will be remunerated for the actual hours worked.

46.3 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 18 hours (44 Periods per cycle) secondary, 22.5 hours primary and 23 hours in the ELC.

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

46.4 A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.

(a) Variation of hours - part time staff

The Employer will not vary the days and times of attendance of a part time teacher by more than 0.25FTE in any two year period unless:

- i. The teacher consents; or
- ii. It can be demonstrated that such a variation is required as a result of a change in funding/curriculum/enrolment needs. In this case, 7 weeks notice in writing shall be given by the school. In the absence of the required notice and provided that the change involves a drop in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

(b) In reaching the decision under clause 45.4(a) the Employer will consider the needs of the School and the family needs of the teacher.

46.5 If it is proposed by the Employer to reduce a teacher's part time fraction by more than 0.25FTE over a period of two full school years then that teacher will have the right to either accept the reduced part time position or elect to be made redundant as per clause 28 Redundancy.

47 PROFESSIONAL COMPLIANCE

47.1 It is the responsibility of all staff to fulfil any requirements for ongoing registration as a teacher. This will include completing a minimum number of hours of professional learning and ensuring that all registration procedures are followed.

- 47.2 Teaching staff that do not renew or fulfil their VIT registration will be given seven days to obtain the necessary authority and an opportunity to explain any extenuating circumstances to help clarify this matter.
- 47.3 Where, following the steps above, the Employer is satisfied that the lack of necessary authority is a result of the actions or omissions of the Employee, and not due to any extenuating circumstances, the Employer may stand down the Employee without pay until the Employee satisfies the Employer that he or she has the Necessary Authority.

48 LIGHT LOAD ALLOCATION

- 48.1 A teacher may request a light load allocation of 0.8FTE scheduled class time as defined in clause 44 of this agreement.
- 48.2 Appointment to Light Load Allocation must be first requested by the teacher and then agreed to by the Principal.
- 48.3 A teacher on Light Load Allocation is appointed as an ongoing part time Employee as per clause 12.2 of this Agreement save that the Employer can not vary the teacher's 0.8FTE time fraction.
- 48.4 A teacher on a Light Load Allocation will receive the full-time equivalent entitlement to personal and compassionate leave. Long service leave will however, be calculated on the 0.8FTE time fraction.
- 48.5 Light Load Allocation is only available to staff on an ongoing basis. Once the teacher and the Employer have agreed in writing to the teacher moving to a Light Load Allocation, a variation of hours to full time or another part time fraction must be agreed in writing between the Employer and the teacher. Light load allocation as per this clause is only available to teachers at 0.8FTE.
- 48.6 Light load allocation is intended by the parties as a way to enable teachers at the school to participate in the academic, sporting, pastoral and community life of the school and at the same time balance this involvement with other needs and responsibilities that teacher might have.
- 48.7 A teacher on Light Load Allocation may be time tabled to teach across the full school week but the teacher may request that they be designated unavailable at some time(s) during the school week.

49 NOTICE OF TERMINATION

- 49.1 Where the Employer wishes to terminate the employment of a Teacher, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 49.2 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher seven weeks' notice if the Teacher being replaced provides notice to the Employer that the Teacher being replaced wishes to return from parental leave.
- 49.3 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 49.4 Subject to clause 13, a Teacher must provide the Employer with a minimum of

seven weeks' notice in writing with such notice to be given wholly within the one school term.

- 49.5 The notice period in this clause and in clause 13 do not apply where the Teacher is guilty of serious misconduct.

PART 4: CONDITIONS OF EMPLOYMENT FOR EDUCATION SUPPORT STAFF

50 ANNUAL LEAVE FOR EDUCATION SUPPORT STAFF

50.1 NES

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

50.2 Education Support Staff

- (a) An Education Support Staff member is entitled to:
 - (i) 5 weeks of paid annual leave for all full time school operational services employees
 - (ii) 6 weeks of paid annual leave for all other Education Support staff other than those listed in 50.2(a)(i) above.
- (b) An Education Support Staff Member is required to take no more than two weeks of annual leave during the school closure period at the end of each year, unless otherwise agreed with the Principal.
- (c) For an Education Support Staff Member who receives a salary pursuant to schedule 2B.1.1 (52/52):
 - (i) Paid annual leave may be taken for a period agreed between an Employee and their Employer although the Employer may require an Employee to take a period of paid annual leave during the School Closure period.
 - (ii) The Employer will not unreasonably refuse to agree to a request by the Employee to take unpaid annual leave.
- (d) The School may allow an Education Support Staff member to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the Education Support Staff member's employment subsequently terminates, the School is entitled to deduct the amount of leave taken in advance still owing from any monies payable to the Education Support Staff member upon termination of Employment.

50.3 Insufficient annual leave accrued

Where an Education Support Staff member has not accrued sufficient annual leave to be taken during a school closure period, the staff member will be entitled to unpaid leave to cover this period, which will be counted as service for all purposes of the Agreement.

50.3 Annual leave loading

- (a) An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave paid by the end of Term 4.
- (b) An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

17.5% of working weeks (excluding paid school holidays and non term time)
Number of School's term weeks

X 4 X Annual Rate of Pay
52.18

50.4 Cashing out of annual leave

- (a) An Education Support Staff Member is entitled to cash out an amount of annual leave, provided that the Staff Member's remaining leave balance is at least four weeks after the cashing out of any leave.
- (b) Each request to cash out amounts of annual leave must be made in writing to the Principal, who will provide a written agreement to the Staff Member on each occasion.
- (c) The Education Support Staff Member will be paid at their ordinary rate for any amount of leave forgone.

50.5 Excessive leave accruals (General provision)

- (a) Where an employee has accrued in excess of 8 weeks paid annual leave and the employee and employer have not been able to reach agreement for the employee to take annual leave, the employer may direct the employee to take annual leave in accordance with these provisions.

The direction must not result in the employee:

- (i) Having a leave balance of less than 6 weeks
 - (ii) Being required to take annual leave of less than one week and
 - (iii) Being required to commence leave less than 8 weeks or more than 12 months after the direction is given, unless otherwise agreed
 - (iv) Be inconsistent with any other leave arrangement agreed by the employer and employee.
- (b) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.

50.6 Excessive leave accruals: request by employee for leave

- (a) The Employer will not unreasonably refuse a request from an Employee regarding timing and taking of annual leave.

51 Leave without pay during Non-term weeks

51.1 An Education Support Staff Member may be required to take leave without pay during non-term weeks, provided that:

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

- (e) Typical examples of staff in this category include classroom support services, curriculum/education resources, wellbeing services and boarding supervision services.

51.2 Calculating annual salary for an Education Support Staff Member on leave without pay during non-term weeks

- (a) The formula in this subclause is used to calculate an annual salary for an Education Support Staff member whose contract of employment makes provision, in writing, for leave without pay during Non-term weeks.

- (b) The adjusted annual salary for an Education Support Staff Member is:

$$A = C \times \frac{\text{working weeks} + \text{annual leave entitlement (either 5 or 6 weeks)}}{52.18}$$

Where:

A = the Education Support Staff Member's adjusted annual salary

C = the annual salary (as contained in Schedule 2B.1.1) for the General Staff Member's classification

Working weeks means the number of weeks that the General staff member is required to work

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

51.3 Exclusions

The provisions of this clause do not apply to Classroom Support Services, Preschool/childcare services, Instructional Services, Wellbeing Services (unless otherwise specified in their contract of employment), Curriculum/Resources Services or Boarding Supervision Services who were employed prior to the operative date of this Agreement. Such Education Support Employees will receive salary as set out in Schedule 2B.1.1 and will not generally be required to attend during Non-term weeks.

52 PROFESSIONAL COMPLIANCE

- 52.1 An Education Support Staff Member will be required to undergo a Working with Children (WCC) Clearance at their own expense.

- 52.2 In the event that an Education Support Staff Member commences employment with the School and either fails to present a WWC Clearance or is issued with a WWC Exclusion from the Department of Justice and Community Safety, the School reserves the right to terminate the Education Support Staff Member's employment without notice.

53 NOTICE OF TERMINATION

- 53.1 Where the Employer wishes to terminate the employment of an Education Support Staff member, 4 weeks' notice in writing, or full payment in lieu, will

be provided to the Education Support Staff member. Where an Education Support Staff member is entitled to School Holidays, notice is to be given wholly within the one school term.

- 53.2 In addition to the period of notice specified above, an Education Support Staff member over 45 years of age at the time of being given notice with not less than 2 years of continuous service will be entitled to an additional week's notice.
- 53.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in the relevant Schedule 2B that an Education Support Staff member would have received by working during the notice period in the Education Support Staff member's employment had not been terminated.
- 53.4 An Education Support Staff member must provide the Employer with a minimum of 4 weeks' notice in writing. Where an Education Support Staff Member is entitled to School Holidays, notice is to be given wholly within the one school term.
- 53.5 The notice period in clauses 53.1 and 53.2 does not apply where the Education Support Staff member is guilty of serious misconduct.

54 CLASSIFICATIONS AND WAGES

- 54.1 All Education Support Staff Employees must be classified and paid according to the structure set out in Schedule 2B.
- 54.2 The Employer must advise an Employee in writing of their classification and of any changes to their classification.

55 CARETAKERS' ACCOMMODATION

- 55.1 An Employee who is employed as a caretaker and who is required by the Employer to reside in premises provided by the Employer, will be provided with living quarters, fuel and light at no cost to the Employee.
- 55.2 The on call and recall allowances in clause 56 do not apply to a caretaker provided with accommodation.

56 ON CALL AND RECALL ALLOWANCE

56.1 On call allowance

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

56.2 Recall allowance

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

56.3 Exceptions

The on call and recall allowances do not apply to:

- (a) an Employee paid a sleepover allowance in accordance with Clause 57; or

- (b) an Employee provided at no cost with reasonable accommodation, including living quarters, fuel and light.

57 SLEEPOVER ALLOWANCE

- 57.1 Where the Employer requires an Education Support Staff member, other than a boarding supervision services Employee, GAP Assistant or Outdoor Education Assistant, to sleepover on the Employer's premises or at a school camp site for a period outside that of the Employee's normal rostered hours, the Employee will be paid \$150 for each overnight sleepover.

58 TOOL ALLOWANCE

- 58.1 Where an Employer does not provide all of the tools necessary for a tradesperson to perform their work, the tradesperson will be paid an allowance paid at the current Award rate for supplying and maintaining tools ordinarily required in the performance of their work save that the school will in addition pay for 50% of the repair cost of any electric tool damaged in use by the tradesperson in their work at the school provided that the Principal or the Principal's delegate has approved that tool for use as part of the tradespersons work at the school. This amount may be increased by the school from time to time in consultation with the affected tradesperson. The school will not be liable for any loss of a tradesperson's tools including through theft from the school premises.

59 VEHICLE ALLOWANCE

- 59.1 Employees will not be required by the Employer to use their own motor vehicle in the performance of duties but where the Employer and the Employee agree for the Employee to use their own motor vehicle a rate of 30c per kilometre will be paid. This rate may be adjusted from time to time by the Employer.
- 59.2 Where an Employer provides a motor vehicle which is used by an Employee in the performance of the Employee's duties the Employer must pay all expenses including registration, running and maintenance.

60 HOURS OF WORK AND RELATED MATTERS

60.1 Ordinary hours of work

Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with clause 12.2 and 12.4

The ordinary hours of work may be averaged over a period of a fortnight or four weeks. The exception to this is a curriculum/resources services employee employed in outdoor education, or a boarding supervision services Employee whose hours of work may be averaged over a period of up to 12 months. Where a boarding supervision services Employee's hours of work are averaged over a period of 12 months, they will be paid the applicable rate as per Schedule 2B, excluding periods of unpaid leave provided for in this award or the NES and the following clauses will not apply:

- (a) clause 51 – Leave without pay during non-term weeks
- (b) clause 62 – Rostered days off
- (c) clause 64 – Shiftwork
- (d) clause 66 – Penalty rates

(e) clause 67 - Overtime

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

- (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:
- Classroom support services;
 - Curriculum/education resources;
 - Wellbeing services;
 - School administration services; or
 - School operational services
- (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services Employees in the following groups:
- Construction, plumbing, carpentry, painting and other trades;
 - Cleaning, maintenance, school facilities management; or
 - Bus driving
- (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following Employees:
- Preschool/childcare/out of school hours care services; or
 - Nursing services.
- (d) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance Employees.
- (e) On any day from Monday to Saturday between 6.00 am and 6.00 pm for the following Employees:
- Curriculum/education resources—outdoor education only; or
 - Instructional services.
- (f) On any day Monday to Sunday between 6.00 am and 10.30 pm for the following Employees:
- Boarding supervision services; or
 - School operational services—security/caretaking and cooking, catering, housekeeping and laundry services only.

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

60.2 An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.

- (a) Where the part time Employee's hours are averaged:

- (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 60.1, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (b) Where the Employee's hours are not averaged:
 - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 60.1, and do not result in the Employee working more than eight hours on that day; and
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (d) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this agreement or the NES.

61 BREAKS BETWEEN PERIODS OF DUTY

- 61.1 An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- 61.2 Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- 61.3 The entitlements in clauses 61.1 and 61.2 do not apply to:
 - (a) a boarding supervision services Employee, where the periods of duty are concurrent with a sleepover;
 - (b) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
 - (c) an Employee who is attending a school camp or excursion; or
 - (d) an Employee working a broken shift.

62 ROSTERED DAYS OFF

- 62.1 An Employer and **school operational services** Employee may agree that the ordinary hours of work will be worked over 19 days in each four week period, in which case the following provisions will apply.

- 62.2 The Employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- 62.3 An Employee will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take rostered days off.
- 62.4 Each day of paid leave taken by an Employee (but not including long service leave, any period of stand-down, or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under this clause.
- 62.5 Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.
- 62.6 An Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 62.7 An Employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the Employee has accrued.
- 62.8 An Employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the Employee has accrued
- 62.9 Rostered days off will be determined by mutual agreement between the Employer and the Employee, having regards to the needs of the school.

63 BREAKS

63.1 Meal break

An Employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work, provided the Employee is engaged to work at least five hours on the day.

63.2 Rest break

- (a) At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Notwithstanding clause 63.2(a), an Employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

64 SHIFTWORK

64.1 Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with clause 65.

64.2 Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause 60.1.
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 60.1; and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

64.3 Broken shifts and Unsociable Hours

- (a) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate. Employees working before 6.00am who are not working a broken shift will only be paid the 15% penalty for the hours worked prior to 6.00am.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.
- (d) The provisions of clause 64.3(c) do not apply to a boarding supervision services Employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the Employee for their use , at no cost to the Employee.

65 **ROSTERING**

- 65.1 For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- 65.2 An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 66 Penalty Rates.
- 65.3 A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- 65.4 Notwithstanding clause 65.3 a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- 65.5 Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

66 PENALTY RATES

66.1 Saturday and Sunday work

An Employee other than an Employee covered by clause 66.1(c) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

- (a) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
- (b) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (c) Except that a school operational services Employee in the cooking/catering group, or a boarding supervision services Employee who is not working averaged hours in accordance with the provisions of clause 60.1, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

66.2 Payment for Shiftwork

An Employee working an afternoon or night shift will be paid 115% of the ordinary hourly rate.

66.3 The penalty rates within this clause and in clause 67 —Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

67 OVERTIME

67.1 Overtime rates

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

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

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

67.2 Time off instead of overtime payment

- (a) An Employee and an Employer may agree that an Employee will be provided with time off instead of being paid an overtime payment for

all authorised work performed outside of or in excess of the ordinary or rostered hours.

- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an Employee and an Employer have agreed to time off instead of overtime payment under clause 67.2(a) and such time has not been taken:
 - (i) within four weeks of accrual; or
 - (ii) during the non-term weeks agreed in writing between an Employee and an Employer;

an Employer must, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked.

PART 5 CONDITIONS OF EMPLOYMENT FOR MUSIC TUTORS

68 INTERACTION

This part sets out the conditions which apply to a Music Tutor. Where there is an inconsistency between relevant sections in other Parts of the Agreement and Part 5, Part 5 shall apply.

69 HOURS OF WORK

69.1 A Music Tutor's hours of work will be 38 hours per week averaged across term weeks.

69.2 Types of Employment

Music Tutors will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) sessional employment

69.3 Full-time employment

- (a) A full-time music tutor is engaged to work an average of 38 ordinary hours per week (averaged across term weeks).
- (b) The face to face teaching hours of a full-time music tutor will be 27 hours per week

69.4 Part-time employment

- (a) The employer may employ a Music Tutor on a Part-Time basis in accordance with this Agreement
- (b) A Part-time Music Tutor is entitled to receive all entitlements under this Agreement on a pro-rata basis.
- (c) The Employer will set out in writing a Part-Time Music Tutor's time fraction upon engagement of the Music Tutor or at any other time when a variation occurs.
- (d) A variation of part-time hours may occur due to changing operational needs. The School may reduce a Part-Time Music Tutor's hours by 20% or less. If the reduction is more than 20% in any school year, cl.28 (Redundancy) will apply and the Music Tutor may choose redundancy.
- (e) Discussion will be held in regard to any variation of part-time hours sought by the School. If there is no agreement for a reduced time fraction, then 4 weeks' notice in writing will be provided and salary maintained for those 4 weeks.
- (f) Where a Part-time music tutor works hours in addition to the time fraction referred to in cl. 69.4, the Music Tutor will be paid the rate set

out in Schedule 2C. Additional hours worked by a Part-time Music Tutor in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

69.5 Sessional employment

- (a) A Sessional Staff Member is a Music Tutor engaged on a casual or sessional basis.
- (b) A Sessional Staff Member will be paid an hourly rate not less than the rate prescribed in Schedule 2C.
- (c) A Sessional Staff Member is not entitled to any of the following benefits under this Agreement:
 - (i) Notice of termination of employment;
 - (ii) Redundancy;
 - (iii) Remuneration packaging;
 - (iv) Annual leave;
 - (v) Public holidays;
 - (vi) Paid personal/carer's leave;
 - (vii) Paid compassionate leave;
 - (viii) Paid parental leave;
 - (ix) Paid leave for dealing with family and domestic violence;
 - (x) Accident pay;
 - (xi) Tuition fee discount;
 - (xii) Performance and conduct management
- (d) A Sessional Staff member is required to attend the workplace only for contracted hours of work.
- (e) A Sessional Staff member will be entitled to be engaged and paid for a minimum of two hours for each engagement

69.6 Ordinary hours of work

The ordinary hours of work for a Full-Time Music Tutor are 38 hours per week (averaged across term weeks) which are comprised of face-to-face teaching hours and other associated professional activities.

(a) Music Tutor face-to-face teaching hours

The face-to-face teaching hours of a Full-Time Music Tutor are 27 hours per week.

Face-to-face teaching hours are comprised of:

- (i) Regular and scheduled individual and group tutoring sessions

- (ii) Regular and scheduled ensemble practices, excluding staff members employed as Teachers for who this will be counted in their teaching load

69.7 Other duties

- (a) Duties performed in addition to teaching and teaching related responsibilities will generally be in proportion to a Music Tutor's teaching load.
- (b) In addition to face-to-face duties, A Music Tutor will have other duties, including but not limited to:
 - (i) Attending school assemblies;
 - (ii) Assisting with the preparation and performance of students for concerts, school productions and school events;
 - (iii) Attending staff meetings and collaborative planning sessions as required;
 - (iv) Engaging in ongoing professional learning and professional development/whole staff days;
 - (v) Setting up for music department events
 - (vi) Individual planning, assessment and reporting.
 - (vii) Meeting and communication with parents as directed by the Director/Head
 - (viii) Attendance at music camps
 - (ix) Attendance at public event performances
- (c) Duties performed in addition to teaching and teaching related responsibilities will generally be in proportion to a Music Tutor's teaching load.

69.8 Overtime

Any hours worked by a Music Tutor do not attract penalty rates or overtime loadings under this Agreement.

70 LEAVE WITHOUT PAY DURING NON-TERM WEEKS

A music Tutor is required to take 6 weeks as leave without pay. Such periods of leave will count as service for the purpose of accruing leave entitlements and will not break continuity of service. The annual salary for a Music Tutor under Schedule 2C has been adjusted to take into account the period of leave without pay taken during non-term weeks.

71 ANNUAL LEAVE

71.1 Annual leave is in accordance with the NES as amended from time to time, except where ancillary terms are provided for in this Agreement.

71.2 A Music Tutor is entitled to six weeks' annual leave for every 12 months of continuous service on a pro rata basis

- 71.3 A Music Tutor's annual leave is deemed to be taken during Non-Term weeks, unless otherwise agreed at the discretion of the Principal and in consultation with the line manager.
- 71.4 The annual Salary for a Music Tutor in Schedule 2C is inclusive of annual leave.
- 71.5 A Music Tutor who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave paid by the end of Term 4.

A Music Tutor who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of working weeks (excluding paid school holidays and non term time)}}{\text{Number of School's term weeks}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

EXECUTED as an Agreement this 9th day of November 2022

EMPLOYER REPRESENTATIVE

Signed: Michele Wakeham

Date: 9/11/2022

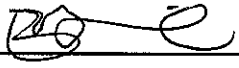
Name in full (printed): Michele Wakeham

Position title: Acting Principal

Address: Gippsland Grammar

Princes Hwy, Sale, Vic, 3850

Authority to sign explained: Acting Principal.

Witnessed by: 

Witness name in full: Emilie Davine

Witness address: Gippsland Grammar

Princes Hwy, Sale

EMPLOYEE REPRESENTATIVE

Signed: Jan A. Gilmour

Date: 9-11-2022

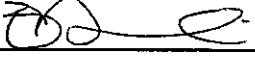
Name in full (printed): Jan A. Gilmour

Position title: Teacher

Address: Gippsland Grammar

Princes Hwy, Sale, Vic, 3850

Authority to sign explained: IEU workplace Rep.

Witnessed by: 

Witness name in full: Emilie Davine

Witness address: Gippsland Grammar, Princes Hwy, Sale

SCHEDULE 1A:

CLASSIFICATION STRUCTURE (TEACHERS)

1A.1 Teachers with full and provisional registration

1 A.1.1 Teachers holding full or provisional registration will commence at level 1 and 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.2 Permission to Teach Teachers

1A.2.1 A Permission to Teach Teacher will be paid not less than level 1.

1A.2.2 Where a Permission to Teach Teacher receives full or provisional registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification in writing to the Employer.

1A.3 Acquisition of Additional Qualifications

1A.3.1 Subject to Clause 1A.1, a three or four-year Trained teacher who acquires additional qualifications relevant to education equivalent to Master's Degree level is entitled to be credited with an additional year of experience, for Teachers up to and including Level 8 of the teacher classification scale.

1A.3.2 A Teacher is required to notify the Employer in writing of the acquisition of the Qualification. The written notice must be accompanied by satisfactory evidence of acquisition, which, ordinarily, will include a certified copy of the award and transcript results.

1A.3.3 The advancement will take effect:

- (a) from the commencement of the next School Year where the Teacher gains the qualification at the end of the tertiary year, or
- (b) immediately from the notification of attainment, with the Teacher's original anniversary date retained, where the Teacher gains the qualification during the year.

1A.3.4 Notwithstanding anything to the contrary, entitlement derived from the acquisition of the additional qualifications will not pre-date the written notification and will not apply to qualifications acquired prior to this Agreement coming into effect.

SCHEDULE 1B:

SALARIES (TEACHERS)

1B.1 Annual Salary

The annual salary for a Full-Time Teacher will be not less than that prescribed by the following table.

The rates will apply from the first pay period on or after 20 January for each year of the Agreement.

	Jan-22	Jan-23	Jan-24	Jan-25
	3%	2.50%	2%	2%
Level 1	76,462	79,138	80,721	82,335
Level 2	79,283	81,265	82,890	84,548
Level 3	82,209	84,264	85,949	87,668
Level 4	85,242	87,373	89,120	90,903
Level 5	88,388	90,598	92,410	94,258
Level 6	91,648	93,940	95,818	97,735
Level 7	95,029	97,405	99,353	101,340
Level 8	98,538	101,001	103,021	105,082
Level 9	102,174	104,728	106,823	108,959
Level 10	105,944	108,593	110,764	112,980
Level 11	114,604	117,469	119,818	122,215

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 1B.1 does not include annual leave loading.

1 B.4 Casual Rate of Pay

The casual rate of pay will be set at Level 10 and paid at the following rates:

	Jan 2022	Jan 2023	Jan 2024	Jan 2025
Half Day Rate	203.04	208.11	212.27	216.52
Full Day Rate	406.07	416.22	424.55	433.04

SCHEDULE 1C:

POSITIONS OF RESPONSIBILITY STRUCTURE (TEACHERS)

1C.1 Eligibility

1C.1.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care, Education leadership and/or other duties additional to those usually required of Teachers by the Employer.

1C.1.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher. The rate of pay is only payable for the period that the Teacher holds the position of responsibility.

1C.1.3 The Principal determines who is eligible for the rate of pay.

1C.2 Notification

1C.2.1 The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid.

1C.2.2 The Principal will advise the Teacher of the level to which the position equates in accordance with 1C.3.

1C.3 Structure of responsibility rates of pay

Due to the diverse nature of the roles and associated salary a full scale is not included but is available to all staff upon request.

SCHEDULE 2A:

2A.1 DETAILS OF CLASSIFICATION STRUCTURE EDUCATION SUPPORT STAFF

2A.1.1 Definition 1: Supervision

Close supervision: clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine supervision: direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

General direction: direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.

Broad direction: direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

2A.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) Year 12

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

(b) Trade certificate

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

(c) Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

(d) Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

(e) Certificate III

A course that provides a range of well-developed skills and is

comparable to a trade certificate.

(f) Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

(g) Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

(h) Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

(i) Degree

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

(j) Postgraduate degree

A recognised postgraduate degree, over and above a degree as defined above.

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

2A.1.3 Definition 3: Classification dimensions

(a) Competency

The skill, complexity and responsibility of tasks typically required at each classification level.

(b) Judgment, independence and problem solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

(c) Level of supervision

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

(d) Training level or qualifications

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

(e) Occupational equivalent

Examples of occupations typically falling within each classification level.

(f) Typical activities

Examples of activities typically undertaken by employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

2A.2 COMMENCEMENT LEVEL AND PROGRESSION

2A.2.1 Where there is more than one minimum pay point for a classification level an Employee will be eligible for movement to the next highest pay point within the classification level after each 12 month period..

The commencement levels for Employees will be as follows:

Classification	Commencement level
School operations services grade 1	Level 1.1
School administration services grade 1	Level 1.2
Classroom support services grade 1 Preschool/childcare services grade 1	Level 1.3
Classroom support services grade 2 Curriculum/resources services grade 1 Preschool/childcare services grade 2 Boarding supervision services grade 1 Wellbeing services grade 1 School administration services grade 2 School operational services grade 2 Instructional services grade 1	Level 2.1
Classroom support services grade 3 Curriculum/resources services grade 2 Preschool/childcare services grade 3 Boarding supervision services grade 2 School administration services grade 3 School operational services grade 3 Instructional services grade 2	Level 3.1
Curriculum/resources services grade 3 Preschool/childcare services grade 3A Boarding supervision services grade 3 Wellbeing services grade 2 School administration services grade 4 School operational services grade 4	Level 4.1
Instructional services grade 3	Level 4.2
Curriculum/resources services grade 4 Preschool/childcare services grade 4 Boarding supervision services grade 4 School administration services grade 5 School operational services grade 5 Instructional services grade 4	Level 5.1
Preschool/childcare services grade 5 Instructional services grade 5 Wellbeing services grade 3 Nursing services grade 1 School administration services grade 6 School operational services grade 6	Level 6.1

Wellbeing services grade 4 Nursing services grade 2 School administration services grade 7	Level 7.1
Preschool/childcare services grade 6 (1–39 places)	Level 7.2
Preschool/childcare services grade 6 (40–59 places)	Level 7.3
Nursing services grade 3 Preschool/childcare services grade 6 (60 or more places) Wellbeing services grade 5 School administration services grade 8	Level 8

2A.3 CLASSIFICATIONS

2A.3.1 Level 1

An employee at this level will learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are required and utilised by the employer, classification to a higher level within the structure may be possible.

(a) Competency

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

(b) Judgment, independence and problem solving

The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.

(c) Level of supervision

Close supervision or, in the case of more experienced employees working alone, routine supervision.

(d) Training level or qualifications

An employee is not required to have formal qualifications or work experience upon engagement. An employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the employees with whom the employee will be working.

(e) Typical activities

(i) Classroom support services grade 1

- Providing general assistance of a supportive nature to teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general employee or a teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
- Assisting teachers with the care of students on school excursions, sports days and other classroom activities
- *Occupational equivalent:* teacher aide/assistant, integration aide/assistant

(ii) Preschool/childcare services grade 1

- Learning and implementing the policies, procedures and routines and the requisite basic skills
- Learning how to establish relationships and interacting with children
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Assisting in the development of good relations with families attending the facility
- Performing basic duties, including food preparation, cleaning or gardening
- *Occupational equivalent:* childcare assistant, outside school hours assistant, preschool assistant, kindergarten assistant

(iii) School administration services grade 1

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

(iv) School operational services grade 1

- Performing general labouring tasks

- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the employee's work
- Performing general laundry duties
- Performing general house assistant duties in a boarding house, such as cleaning
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- *Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

2A.3.2 Level 2

An employee at this level performs work above and beyond the skills of an employee at Level 1.

(a) Competency

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

(b) Judgment, independence and problem solving

(i) Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

(ii) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

(c) Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where employees are working alone, less direct guidance and some autonomy may be involved.

(d) Training level or qualifications

Level 2 duties typically require:

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

(e) Typical activities

(i) Classroom support services grade 2

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- *Occupational equivalent:* teacher aide/assistant, integration aide/assistant

(ii) Curriculum/resources services grade 1

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks

- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

(iii) Preschool/childcare services grade 2

- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines
- Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
- Understanding and working according to the policies and procedures associated with the children's program
- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
- Demonstrating knowledge of hygienic handling of food and equipment
- Occupational equivalent: childcare assistant

(iv) Boarding supervision services grade 1

- Performing basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and general functions of the boarding house
- Applying domestic and interpersonal skills
- *Occupational equivalent:* boarding house assistant

(v) Wellbeing services grade 1

- Providing first aid services, as the designated first aid officer in the school
- Occupational equivalent: first aid officer

(vi) School administration services grade 2

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

(vii) School operational services grade 2

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Undertaking general gardening tasks including the preparation and planting procedures
- Laundry duties requiring the application of limited discretion
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports

- Driving a bus with a carrying capacity of 25 or more passengers
- *Occupational equivalent:* non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

(viii) Instructional grade 1

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

2A.3.3 Level 3

An employee at this level performs work above and beyond the skills of an employee at Level 2.

(a) Competency

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

(c) Level of supervision

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.

(d) Training level or qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

(i) completion of a trades certificate or Certificate III;

(ii) completion of Year 12 or a Certificate II, with relevant work experience; or

(iii) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this

means coaching qualifications equivalent to those identified in clauses 2A.3.3(d)(i) and (ii) and/or appropriate sporting discipline specific experience.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

(e) Typical activities

(i) Classroom support services grade 3

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students
- *Occupational equivalent:* student services co-ordinator

(ii) Curriculum/resources services grade 2

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved

- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with teachers)
- *Occupational equivalent:* library technician, laboratory technician, technology centre technician

(iii) Preschool/childcare services grade 3

- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations
- Occupational equivalent: childcare assistant

(iv) Boarding supervision services grade 2

- Deputising from time to time for the person in charge of the boarding house, while undertaking the basic duties
- *Occupational equivalent:* senior boarding house assistant

(v) School administration services grade 3

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

- *Occupational equivalent:* administration assistant, office supervisor, accounts clerk, school secretary (small school)

(vi) School operational services grade 3

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

(vii) Instructional services grade 2

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

2A.3.4 Level 4

An employee at this level performs work above and beyond the skills of an employee at Level 3.

(a) Competency

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the

ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

(c) Level of supervision

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

(d) Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i)** completion of a diploma level qualification with relevant work related experience;
- (ii)** completion of a Certificate IV with relevant work experience;
- (iii)** completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv)** completion of a Certificate III with extensive relevant work experience; or
- (v)** an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clause 2A.3.4(d)(i) to (iv) and/or appropriate sporting discipline specific experience

(e) Typical activities

(i) Curriculum/resources services grade 3

- Demonstrating and instructing students and employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas

- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with teachers on curriculum matters
- Assisting careers advisor/counsellor
- *Occupational equivalent:* senior technician in a library, laboratory or technology centre, careers placement officer

(ii) Preschool/childcare services grade 3A

- Exercises similar responsibilities as a grade 3 but an employee at this level has a Diploma in Children's Services.
- Occupational equivalent: childcare assistant

(iii) Boarding supervision services grade 3

- Managing a boarding house, with significant responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other boarding supervision employees
- *Occupational equivalent:* boarding house supervisor, manager or co-ordinator

(iv) Wellbeing services grade 2

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

(v) School administration services grade 4

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

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

(vi) School operational services grade 4

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- *Occupational equivalent:* advanced tradesperson, head groundsman (medium or large school)

(vii) Instructional services grade 3

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

Note: An instrumental music tutor will not be employed at a Level lower than Level 4.

2A.3.5 Level 5

An employee at this level performs work above and beyond the skills of an employee at Level 4.

(a) Competency

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques

and work organisation for self and/or others.

(b) Judgment, independence and problem solving

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

(c) Level of supervision

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

(d) Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) completion of a degree without subsequent relevant work experience;

(ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;

(iii) completion of a diploma qualification and at least two years' subsequent relevant work experience;

(iv) completion of a Certificate IV and extensive relevant work experience;

(v) completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or

(vi) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses 2A.3.5(d)(i) to (v) and/or appropriate sporting discipline specific experience.

(e) Typical activities

(i) Curriculum/resources services grade 4

- Providing specialist technical advice, direction and assistance in the employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level
- *Occupational equivalent:* professional assistant

(ii) Preschool/childcare services grade 4

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care

- Responsibility for the direction and general supervision of lower level employees
- Ensuring a safe environment is maintained for children and employees
- Ensuring that records are maintained accurately for each child in the employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families
- Occupational equivalent: childcare assistant

(iii) Boarding supervision services grade 4

- Responsibility to the principal of a school for the overall supervision of the recreational and personal welfare of all students and has overall responsibility for the administration of two or more boarding houses or a very large boarding house
- *Occupational equivalent:* head of boarding (large school)

(iv) School administration services grade 5

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

(v) School operational services grade 5

- Managing a range of functions
- *Occupational equivalent:* assistant property manager (large school), property manager (medium school)

(vi) Instructional services grade 4

- Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program

- Coaching individuals and/or sporting teams/squads, including developing and implementing individual and/or team specific training sessions and programs
- *Occupational equivalent*: music tutor, sports coach, senior sports coach (large school)

2A.3.6 Level 6

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses 2A.3.6(d)(i) to (ii) and/or appropriate sporting discipline specific experience.

(e) Typical activities

(i) Preschool/childcare services grade 5

- *Occupational equivalent:* operating as the assistant director:
- Responsibility for co-ordinating and directing the activities of employees, including the employees engaged in the implementation and evaluation of developmentally appropriate programs
- Contributing, through the director, to the development of the facility or policies and procedures
- Co-ordinating operations, including occupational health and safety, program planning, staff training
- Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues
- *Occupational equivalent:* operating as the co-ordinator:
- Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising employees, trainees and students on placement and assisting in administrative functions

(ii) Wellbeing services grade 3

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

(iii) Nursing services grade 1

- Providing primary nursing care with its associated administrative responsibilities
- Occupational equivalent: school nurse

(iv) School administration services grade 6

- Operating and being responsible for a structurally and/or operationally defined section

- Providing professional advice to students and employees on the employee's area of expertise
- Responsibility for professional development of other employees
- Contributing to operational and strategic planning in the area of responsibility
- *Occupational equivalent:* public relations manager/director, school development manager

(v) School operational services grade 6

- Managing a range of functions
- Occupational equivalent: property manager

(vi) Instructional services grade 5

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

2A.3.7 Level 7

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

Broad direction. May manage other employees including general employees.

(d) Training level or qualifications

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

- (i) a degree with at least four years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Preschool/childcare services grade 6

- Responsibility as a director, being responsible for the overall management and administration of the facility, including:
- Supervising the implementation of developmentally appropriate programs for children
- Recruiting staff in accordance with relevant regulations, as directed by the Principal
- Maintaining day-to-day accounts and handling all administrative matters
- Ensuring that the facility adheres to all relevant regulations and statutory requirements
- Ensuring that the facility meets or exceeds quality assurance requirements
- Liaising with families and outside agencies
- Formulating and evaluating annual budgets
- Providing professional leadership and development to employees
- Developing and maintaining policies and practices for the facility
- *Occupational equivalent:* childcare centre director

(ii) Wellbeing services grade 4

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

(iii) Nursing services grade 2

- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties
- Occupational equivalent: school nurse

(iv) School administration services grade 7

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

2A.3.8 Level 8

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

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

(e) Typical activities

(i) Preschool/childcare services grade 6

- Responsibilities are the same as for a grade 6 classified at Level 7
- This level applies where the number of places in the centre exceeds 60

(ii) Wellbeing services grade 5

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

(iii) Nursing services grade 3

- Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other employees of the school's health service
- Occupational equivalent: nurse in charge

(iv) School administration services grade 8

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
- Undertaking the role of an assistant bursar/business manager in a large school
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (large school), assistant bursar/business manager (large school)

Schedule 2B

2B.1 Annual Salary

2B.1.1 Annual rate of pay (52/52)

The Employer will pay a full-time Education Support Staff Employee not less than the annual rate of pay specified for the Education Support Staff Employee's classification prescribed by the following table, from the first pay period on or after 20 January for each year of the Agreement.

Pay scale	Jan-22	Jan-23	Jan-24	Jan-25
	3%	2.5%	2.0%	2.0%
1.2A (GAP)	37,368	38,302	39,068	39,850
2.1	47,967	50,463	52,958	55,453
2.2	49,316	51,895	54,474	57,053
2.3	50,668	53,329	55,991	58,653
2.4	52,020	54,764	57,508	60,252
3.1	49,993	53,768	57,543	61,319
3.2	51,343	55,202	59,060	62,918
3.3	52,694	56,635	60,576	64,518
3.4	55,396	58,970	62,544	66,117
4.1	53,370	57,619	61,868	66,117
4.2	56,072	59,954	63,835	67,717
4.3	58,098	61,838	65,577	69,317
4.4	60,800	64,172	67,544	70,916
5.1	64,852	68,117	71,383	74,649
5.2	66,882	70,182	73,482	76,782
5.3	69,584	72,694	75,804	78,914
5.4	72,285	75,206	78,127	81,047
6.1	83,516	85,604	87,316	89,062
6.2	86,486	88,648	90,421	92,230
6.3	88,516	90,729	92,544	94,395
6.4	90,543	92,807	94,663	96,556
7.1	101,351	103,885	105,963	108,082
7.2	103,379	105,963	108,082	110,244
7.3	105,406	108,041	110,202	112,406
7.4	108,108	110,811	113,027	115,288
8.1	110,813	113,583	115,855	118,172
8.2	113,516	116,354	118,681	121,055
8.3	116,218	119,123	121,506	123,936
8.4	118,920	121,893	124,331	126,818

2B.1.2 Annual rates of pay (46/52)

The following rates of pay apply to Education Support Staff Employees engaged on 46/52 arrangement. The annualised rates of pay being based on a 46-week year (to take account of 39 term weeks, professional learning week in lead up to beginning of Term 1, 6 weeks of annual leave and 6 weeks of leave without pay). The rates of pay apply from the first pay period on or after 20 January for each year of the Agreement.

Pay scale	Jan-22	Jan-23	Jan-24	Jan-25
	3%	2.5%	2.0%	2.0%
1.2A (GAP)	33,056	33,883	34,560	35,252
2.1	42,432	44,640	46,847	49,055
2.2	43,626	45,907	48,189	50,470
2.3	44,821	47,176	49,530	51,885
2.4	46,018	48,445	50,873	53,300
3.1	44,225	47,564	50,904	54,243
3.2	45,419	48,832	52,245	55,658
3.3	46,614	50,100	53,587	57,073
3.4	49,005	52,166	55,327	58,488
4.1	47,212	50,971	54,730	58,488
4.2	49,602	53,036	56,470	59,904
4.3	51,395	54,703	58,011	61,319
4.4	53,785	56,768	59,751	62,734
5.1	57,369	60,258	63,147	66,035
5.2	59,165	62,084	65,003	67,922
5.3	61,555	64,306	67,057	69,809
5.4	63,945	66,528	69,112	71,696
6.1	73,880	75,727	77,241	78,786
6.2	76,507	78,420	79,988	81,588
6.3	78,303	80,261	81,866	83,503
6.4	80,096	82,099	83,741	85,415
7.1	89,657	91,899	93,736	95,611
7.2	91,450	93,737	95,611	97,523
7.3	93,243	95,575	97,486	99,436
7.4	95,634	98,025	99,986	101,985
8.1	98,027	100,478	102,487	104,537
8.2	100,418	102,928	104,987	107,087
8.3	102,808	105,378	107,486	109,635

8.4	105,199	107,829	109,985	112,185
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2B.1.3 Annual rates of pay (45/52)

The following rates of pay apply to Education Support Staff Employees engaged on a 45/52 arrangement. The annualised rates of pay being based on a 45-week year (to take account of 39 term weeks, professional learning week in lead up to beginning of Term 1, 5 weeks of annual leave and 7 weeks of leave without pay). The rates of pay apply from the first pay period on or after 20 January for each year of the Agreement.

	Jan-22	Jan-23	Jan-24	Jan-25
	3%	2.5%	2.0%	2.0%
1.2A (GAP)	32,338	33,146	33,809	34,485
2.1	41,510	43,669	45,829	47,988
2.2	42,678	44,909	47,141	49,373
2.3	43,847	46,150	48,454	50,757
2.4	45,017	47,392	49,767	52,141
3.1	43,263	46,530	49,797	53,064
3.2	44,432	47,771	51,110	54,448
3.3	45,600	49,011	52,422	55,833
3.4	47,939	51,032	54,124	57,217
4.1	46,186	49,863	53,540	57,217
4.2	48,524	51,883	55,242	58,601
4.3	50,277	53,513	56,749	59,986
4.4	52,615	55,533	58,452	61,370
5.1	56,122	58,948	61,774	64,600
5.2	57,879	60,734	63,590	66,446
5.3	60,217	62,908	65,600	68,291
5.4	62,555	65,082	67,610	70,137
6.1	72,273	74,080	75,562	77,073
6.2	74,844	76,715	78,249	79,814
6.3	76,601	78,516	80,086	81,688
6.4	78,355	80,314	81,920	83,558
7.1	87,708	89,901	91,699	93,533
7.2	89,462	91,699	93,533	95,403
7.3	91,216	93,497	95,367	97,274
7.4	93,555	95,894	97,812	99,768
8.1	95,896	98,293	100,259	102,264
8.2	98,235	100,691	102,705	104,759
8.3	100,573	103,087	105,149	107,252

8.4	102,912	105,485	107,594	109,746
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2B.2 Weekly Salary

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

2B.3 Annual Leave Loading

The annual salaries in 2B.1 do not include annual leave loading.

2B.4 GAP Assistant Pay rate

The School runs an annual 'GAP' Year program for School leavers to obtain work for one school year, allowing them to develop necessary skills for entering the workforce. This program is exclusive of the International Gap program that applies to international Gap students who are engaged under special visa conditions.

Due to the 'Junior' nature of this role, the applicable rate of pay for a Gap Assistant has been set at Level 1.2A as detailed in Schedule 2B1 regardless of the incumbent's age. The rate set in this clause is for junior employees who would otherwise be engaged as a junior employee under the Award.

2B.5 Supported Wages Scheme

An Employee who meets the eligibility criteria under the relevant award may be employed under a Supported Wages System or the National Training Wage as per the relevant schedule in the Educational Services (Schools) General Staff Award 2020.

2B.6 Higher duties

- An Employer may direct an education support staff Employee to temporarily perform duties applicable to a classification higher than their current classification.
- Where the Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- Where the Employee is a school operational services Employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

SCHEDULE 2C SALARIES AND CLASSIFICATION STRUCTURE FOR MUSIC TUTORS

2C.1 Classification – Music Tutors

2C.1.1 A Music Tutor will be classified at either Level 4.4, Level 5.4, Level 6.2 or Level 6.4

Classification Level	Qualifications and Experience
Level 4.4	A music tutor with little to no experience teaching students and does not hold a recognized teaching or music tertiary qualification.
Level 5.4	A music tutor with over four years of experience teaching students and does not hold a recognized teaching or music tertiary qualification
Level 6.2	A 'qualified' music tutor with either: <ul style="list-style-type: none"> - a Bachelor of Music (or higher tertiary qualification) from a recognized institution - VIT registration
Level 6.4	A 'qualified' music tutor as defined for Level 6.2 above, with four or more years experience teaching students.

2C.1.2 On appointment, a Music Tutor will be classified and placed on the appropriate level, according to their qualifications and teaching experience.

2C.1.3 A music Tutor will progress to the next level when they have obtained the necessary qualifications and/or experience applicable to that level, on the next 20 January anniversary date.

2C.2 – Salaries – Music Tutors (other than Sessional Staff Members)

2C.2.1 Gippsland Grammar will pay a full-time Music Tutor not less than the annual rate of pay specified for the Music Tutor's classification prescribed in Schedule 2C.1, being the 46/52 annualised rate referenced in 2C.2.2 below.

2C.2.2 The annualised rates of pay specified in Schedule 2C.2.3 are based on a 46 week year (to take account of 39 term weeks, professional learning week in lead up to beginning of Term 1, 6 weeks of annual leave and 6 weeks of leave without pay). These rates of pay apply from the first pay period on or after 20 January for each year of the Agreement.

2C.2.3 Pay Scale for Music Tutors (Other than Sessionals)

Level	Jan-22	Jan-23	Jan-24	Jan-25
4.4	53,785	56,768	59,751	62,734
5.4	63,954	66,528	69,112	71,696

6.2	76,507	78,420	79,988	81,588
6.4	80,096	82,099	83,741	85,415

2C.3 Sessional Staff Member hourly rates of pay

2C.3.1 Gippsland Grammar will pay Sessional Music Tutors an hourly rate set at the Level 11 Teaching salary scale's casual hourly rate, as prescribed in Schedule 1B (this is a flat rate paid for all levels of work undertaken, from individual lessons to ensembles and accompaniment and is inclusive of any loading or overtime rate of pay which would otherwise be payable for the hours worked by a Sessional Staff Member). This rate is purely a reference point and is not reflective of Sessional Music Tutors being engaged on teaching terms and conditions.

THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/4678

Applicant:

Gippsland Grammar

Section 185 – Application for approval of a single enterprise agreement


Undertaking – Section 190

I, Michele Wakeham, Principal, have the authority given to me by Gippsland Grammar to give the following undertakings with respect to the Gippsland Grammar Enterprise Agreement 2022 ("the Agreement"):

1. Where a Casual Teacher would otherwise be classified at Level 5 under the *Educational Services (Teachers) Award 2020* and is engaged to work for more than 5 consecutive days, they will be paid at least the minimum rate under the *Educational Services (Teachers) Award 2020* plus \$2.00 in addition to that rate. The Employer will apply the classification provisions under the *Educational Services (Teachers) Award 2020* to determine whether the casual teacher would be classified at Level 5.
2. A General Staff Employee engaged directly by the Employer on a traineeship will be classified and paid in accordance with Level 1.2A (GAP).
3. For the purpose of Clause 60.1(f) of the Agreement, the span of hours in relation to Boarding Supervision and School Operational Services Employees will be 7am to 7pm.
4. If a General Staff Employee is required to work on a Public Holiday, they will be paid 250% of the minimum hourly rate for all ordinary hours worked.

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

Signature



Date

24/11/22