

# DECISION

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

**Girton Grammar School Bendigo** (AG2022/4556)

# GIRTON GRAMMAR SCHOOL BENDIGO ENTERPRISE AGREEMENT 2022

Educational services

DEPUTY PRESIDENT BELL

# MELBOURNE, 23 NOVEMBER 2022

Application for approval of the Girton Grammar School Bendigo Enterprise Agreement 2022.

[1] An application has been made for approval of an enterprise agreement known as the *Girton Grammar School Bendigo Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Employer, Girton Grammar School Bendigo. 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. Pursuant to s.201(3), 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. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

[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 was approved on 23 November 2022 and, in accordance with s.54 of the Act, will operate from 30 November 2022. The nominal expiry date of the Agreement is 22 November 2026.



DEPUTY PRESIDENT

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<AE518276 PR748204>

## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/4556

Applicant: Girton Grammar School Bendigo Ltd.

Section 185 - Application for approval of a single enterprise agreement

# Undertaking - Section 190

I, Dr Emma O'Rielly, Principal, have the authority given to me by Girton Grammar School Bendigo to give the following undertakings with respect to the Girton Grammar School Bendigo Enterprise Agreement 2022 ("the Agreement"):

- 1. The full-time salary for a General Staff Employee classified as a Grade 6.1 Specialist Staff Employee is \$100,000 per annum, effective as of 1 July 2022.
- 2. The full-time salary for a General Staff Employee classified as a Grade 6.2 Senior Executive Employee is \$105,000 per annum, effective as of 1 July 2022.

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

mmaOkielly Signature

17 November 2022

Date

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.

# GIRTON GRAMMAR SCHOOL BENDIGO ENTERPRISE AGREEMENT 2022

Without Prejudice – Girton Grammar School Bendigo Enterprise Agreement 2022

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# **Girton Grammar School Bendigo**

# **ENTERPRISE AGREEMENT 2022**

# PART 1 APPLICATION AND OPERATION OF AGREEMENT

# 1. Title

This Agreement is to be known as the Girton Grammar School Bendigo Enterprise Agreement 2022 (the Agreement) and is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cwlth) (the *FW Act*).

# 2. Commencement Date and Period of Operation

- 2.1 Where the Agreement passes the Better Off Overall Test (BOOT), the Agreement will become operative seven days after the date of the notice approving the Agreement issued by the Fair Work Commission (FWC).
- 2.2 The nominal expiry date of the Agreement is four years from the date that the FWC approves the Agreement.

# 3. Coverage

- 3.1 This Agreement covers:
  - 3.1.1 the Employer
  - 3.1.2 teachers, including Permission to Teach teachers
  - 3.1.3 General Staff, as defined in clause 6 Definitions.
- 3.2 This Agreement does not cover:
  - 3.2.1 the Principal
  - 3.2.2 Assistant Principal, however named
  - 3.2.3 a Business Manager, however named, being the most senior Corporate Service Employee employed with the delegated authority to act for the Employer.

# 4. Relationship to Awards

- 4.1 This Agreement incorporates the terms of the *Educational Services (Teachers) Award 2020* and the *Educational Services (Schools) General Staff Award 2020* as in force from time to time.
- 4.2 To the extent that a term of this Agreement deals with, or provides for, a term or condition contained in either of these Awards, this Agreement will override the relevant Award term or condition.
- 4.3 Where this Agreement is silent on a particular matter, the terms of the relevant Award shall apply.

# 5. National Employment Standards

- 5.1 The National Employment Standards (NES) as contained in Part 2-2 of the *FW Act* are the minimum entitlements applying to an Employee covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 5.2 This Agreement and the Awards will provide enterprise-specific detail where it deals with a matter provided for in the NES.

# 6. Definitions

| Awards                 | means the Educational Services (Teachers Award) 2020 and the<br>Educational Services (Schools) General Staff) Award 2020 or<br>successor awards, unless separately specified  |  |  |  |  |  |
|------------------------|---|--|--|--|--|--|
| Employee               | means a person covered by this Agreement  |  |  |  |  |  |
| Employer               | means the Girton Grammar School Bendigo   |  |  |  |  |  |
|                        | ACN 057 292 752 ABN 99 057 292 752  |  |  |  |  |  |
| FW Act                 | means the Fair Work Act 2009 (Cwlth) or its successor   |  |  |  |  |  |
| FWC                    | means the Fair Work Commission or its successor   |  |  |  |  |  |
| General Staff Award    | means the <i>Educational Services (Schools) General Staff Award 2020</i> or its successor   |  |  |  |  |  |
| General Staff Employee | means an Employee engaged in the following classification groups:   |  |  |  |  |  |
|                        | Corporate Services – being an Employee whose principal duties are<br>in the functional areas of the school's business operations,<br>including but not limited to administration, finance, marketing,<br>fundraising, communications, information technology, human<br>resources and admissions   |  |  |  |  |  |
|                        | Curriculum Services – being an Employee whose principal duties<br>are to support the operation of curriculum-related services,<br>including but not limited to a library, laboratory or a technology<br>centre  |  |  |  |  |  |
|                        | Instructional Services – being an 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, including but not limited to coaching and instruction |  |  |  |  |  |
|                        | Operational Services – being an Employee whose principal duties<br>are to support the other services, operations and maintenance of<br>the school's infrastructure, including but not limited to:<br>(i) construction, plumbing, carpentry, painting and other trades<br>(ii) cleaning, maintenance, school facility management           |  |  |  |  |  |

|  | <ul> <li>(iii) security, caretaking</li> <li>(iv) gardening, turf management, farming</li> <li>(v) retailing – canteens, uniform shops, book shops</li> <li>(vi) cooking/catering, housekeeping, laundry</li> </ul>  |
|--|--|
|  | <ul><li>(v) retailing – canteens, uniform shops, book shops</li><li>(vi) cooking/catering, housekeeping, laundry</li></ul>   |
|  | (vi) cooking/catering, housekeeping, laundry   |
|  |  |
|  |  |
|  | Classroom and Educational Services – being an Employee, other  |
|  | than a qualified teacher, whose principal duties are to provide  |
|  | educational support services to students under the general   |
|  | supervision of a member of the teaching staff, including but not   |
|  | limited to Aides, Student Support Officers and Educational Support   |
|  | Officers   |
|  | Wellbeing Services – being an Employee whose principal duties are  |
|  | to provide health and wellbeing services to students, including but  |
|  | not limited to Nursing, Psychology and Counselling   |
|  |  |
| Immediate family                                   | means a spouse or former spouse, de facto partner or former de   |
|  | facto partner, child, parent, grandparent, grandchild or sibling of  |
|  | an Employee, or a child, parent, grandparent, grandchild or sibling  |
|  | of an Employee's spouse or de facto partner. It includes step-   |
|  | relations (eg. step-parents and step-children) as well as adoptive   |
|  | relations  |
| NES  | means the National Employment Standards as contained in Part 2-  |
|  | 2 of the <i>FW Act</i> or its successor  |
| Permission to Teach                                | means a person who is granted Permission to Teach by the   |
| teacher  | Victorian Institute of Teaching pursuant to Division 4 of Part 2.6 of  |
|  | Chapter 2 of the Education and Training Reform Act 2006 (Vic) or   |
|  | its successor  |
| Principal  | means Principal of Girton Grammar School Bendigo or their  |
|  | nominee  |
| Registered Medical                                 | means a person who is qualified to practise medicine in Australia  |
| Practitioner                                       | and who is registered with the Medical Board of Australia  |
| School (the)                                       | means Girton Grammar School Bendigo  |
| Shutdown period                                    | means any period of time where the Employer shuts down or  |
|  | closes the whole, or part, of their operations. A shutdown period  |
|  | may be designated during non-term weeks where students are not   |
|  | in attendance at the school  |
|  |  |
| Teacher  | means a person who holds Full or Provisional Registration granted  |
| Teacher  | means a person who holds Full or Provisional Registration granted<br>by the Victorian Institute of Teaching pursuant to Division 3 and 4   |
| Teacher  | means a person who holds Full or Provisional Registration granted<br>by the Victorian Institute of Teaching pursuant to Division 3 and 4<br>of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act</i>   |
| Teacher  | means a person who holds Full or Provisional Registration granted<br>by the Victorian Institute of Teaching pursuant to Division 3 and 4<br>of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act</i><br>2006 (Vic) or its successor and is employed to teach. This definition  |
| Teacher  | means a person who holds Full or Provisional Registration granted<br>by the Victorian Institute of Teaching pursuant to Division 3 and 4<br>of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act</i><br>2006 (Vic) or its successor and is employed to teach. This definition<br>includes a qualified teacher librarian and a Permission to Teach  |
| Teacher  | means a person who holds Full or Provisional Registration granted<br>by the Victorian Institute of Teaching pursuant to Division 3 and 4<br>of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act</i><br>2006 (Vic) or its successor and is employed to teach. This definition  |
| Registered Medical<br>Practitioner<br>School (the) | means Principal of Girton Grammar School Bendigo or their nominee         means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia         means Girton Grammar School Bendigo         means any period of time where the Employer shuts down or closes the whole, or part, of their operations. A shutdown period may be designated during non-term weeks where students are not |

| Teachers Award                     | means the Educational Services (Teachers) Award 2020 or its successor   |
|------------------------------------|---|
| Victorian Institute of<br>Teaching | means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor |

# PART 2 MANDATORY TERMS

# 7. Agreement Flexibility

- 7.1 This clause replaces the award flexibility clause of the *Teachers Award* and the *General Staff Award*.
- 7.2 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - 7.2.1 the Agreement/Award deals with one or more of the following matters:
    - 7.2.1.1 arrangements about when work is performed
    - 7.2.1.2 overtime rates
    - 7.2.1.3 penalty rates
    - 7.2.1.4 allowances
    - 7.2.1.5 leave loading
  - 7.2.2 the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in clause 7.2
  - 7.2.3 the arrangement is genuinely agreed to by the Employer and Employee.
- 7.3 The Employer must ensure that the terms of the individual flexibility arrangement:
  - 7.3.1 are about permitted matters under section 172 of the FW Act
  - 7.3.2 are not unlawful terms under section 194 of the *FW Act*
  - 7.3.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 7.4 The Employer must ensure that the individual flexibility arrangement:
  - 7.4.1 is in writing
  - 7.4.2 includes the name of the Employer and Employee
  - 7.4.3 is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee
  - 7.4.4 includes details of:
    - 7.4.4.1 the terms of the Agreement that will be varied by the arrangement
    - 7.4.4.2 how the arrangement will vary the effect of the terms
    - 7.4.4.3 how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement
    - 7.4.4.4 states the day on which the arrangement commences.

- 7.5 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.6 The Employer or Employee may terminate the individual flexibility arrangement:
  - 7.6.1 by giving no more than 28 days' written notice to the other party to the arrangement; or
  - 7.6.2 if the Employer and Employee agree in writing at any time.
- 7.7 An Employee has a right to representation whilst negotiating an individual flexibility arrangement.

Note: If any of the requirements of s.144(4) of the *FW Act*, which are reflected in the requirements of this clause, are not met, then the arrangement may be terminated by either the Employee or the Employer, giving written notice of not more than 28 days (see s.145 of the *FW Act*).

## 8. Consultation

- 8.1 This clause replaces the consultation clause in the *Teachers Award* and the *General Staff Award*.
- 8.2 The provisions of this clause apply where:
  - 8.2.1 the Employer 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 Employees; or
  - 8.2.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 8.3 In this clause: **relevant Employees** means the Employees who may be affected by a change referred to in clause 8.2.
- 8.4 Consultation regarding major workplace change
  - 8.4.1 For a major change referred to in clause 8.2:
    - 8.4.1.1 the Employer must notify the relevant Employees of the decision to introduce the major change
    - 8.4.1.2 clauses 8.5 to 8.9 apply.
- 8.5 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 8.6 As soon as practicable after making its decision, the Employer must:
  - 8.6.1 discuss with the relevant Employees:
    - 8.6.1.1 the introduction of the change
    - 8.6.1.2 the effect the change is likely to have on the Employees
    - 8.6.1.3 measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees
  - 8.6.2 for the purposes of the discussion provide, in writing, to the relevant Employees:

- 8.6.2.1 all relevant information about the change including the nature of the change proposed
- 8.6.2.2 information about the expected effects of the change on the Employees
- 8.6.2.3 any other matters likely to affect the Employees.
- 8.7 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.8 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 8.9 If a clause in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clauses 8.4, 8.5 and 8.6 are taken not to apply.
- 8.10 In this clause, a major change is likely to have a significant effect on Employees if it results in:
  - 8.10.1 the termination of the employment of Employees; or
  - 8.10.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - 8.10.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 8.10.4 the alteration of hours of work; or
  - 8.10.5 the need to retrain Employees; or
  - 8.10.6 the need to relocate Employees to another workplace; or
  - 8.10.7 the restructuring of jobs.
- 8.11 Consultation about changes to regular roster or hours of work
  - 8.11.1 For a change referred to in clause 8.2.2:
    - 8.11.1.1 the Employer must notify the relevant Employees of the proposed change
    - 8.11.1.2 clauses 8.13 to 8.17 apply.
- 8.12 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 8.13 If:
  - 8.13.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
  - 8.13.2 the Employee or Employees advise the Employer of the identity of the representative, then
  - 8.13.3 the Employer must recognise the representative.
- 8.14 The Employer must:
  - 8.14.1 discuss with the relevant Employees the introduction of the change, and
  - 8.14.2 for the purposes of the discussion, provide to the relevant Employees:

- 8.14.2.1 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)
- 8.14.2.2 information about what the Employer reasonably believes will be the effects of the change on the Employees
- 8.14.2.3 information about any other matters that the Employer reasonably believes are likely to affect the Employees
- 8.14.3 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).
- 8.15 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.16 The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 8.17 For the purposes of clauses 8.13 to 8.17, the Employer's educational timetable in respect of academic classes and student activities, which:
  - 8.17.1 may operate on a term, semester or a school-year basis
  - 8.17.2 ordinarily changes between one period of operation and the next
  - 8.17.3 may change during the period of operation, is
  - 8.17.4 not a regular roster.
- 8.18 However, where a change to the Employer's educational timetable directly results in a change:
  - 8.18.1 to the number of ordinary hours of work of an Employee, or
  - 8.18.2 to the spread of hours over which an Employee's ordinary hours are required to be worked, or
  - 8.18.3 to the days over which an Employee is required to work, then
  - 8.18.4 clauses 8.13 to 8.17 will apply.

#### 9. Dispute Resolution Procedure

- 9.1 This clause replaces the dispute resolution clause of the *Teachers Award* and the *General Staff Award*.
- 9.2 If a dispute relates to:
  - 9.2.1 a matter arising under the Agreement, or
  - 9.2.2 the NES, then
  - 9.2.3 this term sets out procedures to settle the dispute.
- 9.3 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

- 9.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- 9.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 9.6 The FWC may deal with the dispute in two stages:
  - 9.6.1 the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation
  - 9.6.2 if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
    - 9.6.2.1 arbitrate the dispute
    - 9.6.2.2 make a determination that is binding on the parties.

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

- 9.7 While the parties are trying to resolve the dispute using the procedures in this clause:
  - 9.7.1 an Employee must continue to perform their work as they would normally, unless the Employee has a reasonable concern about an imminent risk to their health or safety
  - 9.7.2 an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - 9.7.2.1 the work is not safe; or
    - 9.7.2.2 applicable occupational health and safety (OH&S) legislation would not permit the work to be performed; or
    - 9.7.2.3 the work is not appropriate for the Employee to perform; or
    - 9.7.2.4 there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 9.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

# PART 3 CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

# 10. Remuneration Packaging

- 10.1 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.
- 10.2 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.

# 11. Minimum Employment Period

- 11.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period as defined in the *FW Act*.
- 11.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place, from time to time.
- 11.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

| Employee      | Period of notice |  |  |  |
|---------------|------------------|--|--|--|
| Teacher       | 7 term weeks     |  |  |  |
| General Staff | 4 weeks          |  |  |  |

11.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in clause 11.3 above.

# 12. Personal/Carer's Leave

- 12.1 Personal/carer's leave is as provided for by the NES, except where this Agreement provides ancillary or supplementary terms.
- 12.2 The provisions of this clause do not apply to a casual Employee, except that a casual Employee is entitled to unpaid carer's leave.
- 12.3 Paid personal/carer's leave is available to an Employee when the Employee is absent:
  - 12.3.1 due to personal illness or injury; or
  - 12.3.2 for the purposes of caring for, or supporting, an immediate family or household member who is ill or injured or affected by an unexpected emergency.
    - 12.3.2.1 A full-time Employee is entitled to 15 days of paid personal/carer's leave in each year of service (pro rata for part-time Employees).
    - 12.3.2.2 Unused personal/carer's leave accrues from year to year.

- 12.3.2.3 Personal/carer's leave may be taken for part of a single day.
- 12.4 Personal/carer's leave accrues for a full-time Employee (pro rata for part-time Employees) as follows:
  - 12.4.1 in the first year of service, six days during the first 13 weeks of service and thereafter, an additional three days at the commencement of each subsequent 13-week period of service
  - 12.4.2 in the second and each subsequent year of service, 15 days at the commencement of that year.
- 12.5 Evidence supporting claim for leave due to an Employee's personal illness or injury12.5.1 An Employee is entitled to leave provided that:
  - 12.5.1.1 the Employee produces a medical certificate or other evidence satisfactory to the Employer for any absence of more than two consecutive days
  - 12.5.1.2 if so required by the Employer, the Employee provides a medical certificate or other evidence satisfactory to the Employer for any absence continuous with a public holiday or any absence on the first or last day of a term, where the Employee works only during term weeks, and which would not otherwise require the production of a medical certificate
  - 12.5.1.3 the Employee produces a medical certificate or other evidence satisfactory to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or other evidence satisfactory to the Employer exceeds five days in the one year (pro rata for a part-time Employee).
- 12.6 Notice required for carer's leave
  - 12.6.1 The Employee must, where practicable, give the Employer notice prior to the absence of the intention to take leave.
  - 12.6.2 The notice must include:
    - 12.6.2.1 the name of the person requiring care and support and the person's relationship to the Employee
    - 12.6.2.2 the reasons for taking such leave
    - 12.6.2.3 the estimated length of absence.
    - 12.6.2.4 If it is not practicable for the Employee to give prior notice of absence, then the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence or as soon as reasonably practicable.
- 12.7 Evidence supporting claim for carer's leave
  - 12.7.1 The Employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration that the illness is such as to require care or support by the Employee.
  - 12.7.2 When taking leave to care for a member of the Employee's immediate family or household who requires care or support due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee.

#### 12.8 Unpaid carer's leave

- 12.8.1 An Employee:
  - 12.8.1.1 who is a casual Employee, or
  - 12.8.1.2 who is an Employee who has exhausted all paid personal/carer's leave entitlements

is entitled to take unpaid personal/carer's leave to care for members of the Employee's immediate family or household who are ill or injured and require care or support, or who require care or support due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per permissible occasion, provided that notice and evidentiary requirements of clause 12.6 or clause 12.7 respectively are met.

- 12.9 Personal leave whilst on long service leave
  - 12.9.1 The Employer may require an Employee who claims personal leave whilst on long service leave to be examined by a legally qualified medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

#### 13. Discretionary Leave

- 13.1 Entitlement
  - 13.1.1 An Employee is entitled to request discretionary leave which is taken from the Employee's entitlement to personal/carer's leave.
  - 13.1.2 Discretionary leave can be used for significant personal and/or family circumstances that are not currently provided for by personal/carer's leave as defined in clause 13.1.1.
  - 13.1.3 An Employee may request to take 33.3 per cent of their annual personal/carer's leave entitlement as discretionary leave. Therefore, a full-time Employee may request to take five of their 15 days of personal/carer's leave as discretionary leave, (pro rata for part-time Employees).
  - 13.1.4 Whilst an Employee's entitlement to personal/carer's leave accrues each year, the amount of discretionary leave that can be accessed per year is not cumulative.
- 13.2 Application and approval
  - 13.2.1 Discretionary leave requires the approval of the Principal.
  - 13.2.2. The Employee must:
    - 13.2.2.1 request discretionary leave in writing and provide the reason for requesting the leave
    - 13.2.2.2 make the request not less than 48 hours prior to the proposed commencement of the leave unless, in the opinion of the Employer, such notice would not be reasonable

- 13.2.2.3 take discretionary leave as a full day or as a half day.
- 13.3 The Principal will:
  - 13.3.1 respond to the Employee's request and, where necessary, may consult with the Employee
  - 13.3.2 provide a response in writing, should a request for discretionary leave be denied, partially approved or if alternative arrangements are offered, such as the amount and/or timing of the leave.

## 14. Infectious Diseases Leave

- 14.1 Subject to clause 14.2, if an Employee is suffering from one of the infectious diseases known as:
  - 14.1.1 German measles
  - 14.1.2 Chickenpox
  - 14.1.3 Mumps
  - 14.1.4 Measles
  - 14.1.5 Scarlet fever
  - 14.1.6 Whooping cough
  - 14.1.7 Rheumatic fever
  - 14.1.8 or Hepatitis

and the Principal is satisfied on medical advice that the Employee has contracted the disease through a contact at the school and disease is evident in the school, the Employee will be granted special leave without deduction of pay.

14.2 The Employee must produce a medical certificate which specifically names the disease.

# 15. Compassionate Leave

- 15.1 Compassionate leave is as provided for by the NES, except where this Agreement provides ancillary or supplementary terms.
- 15.2 Paid leave entitlement
  - 15.2.1 The provisions of this clause apply to a full-time and a part-time Employee but do not apply to a casual Employee.
  - 15.2.2 An Employee is entitled to three days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household:
    - 15.2.2.1 contracts or develops a personal illness that poses a serious threat to their life; or
    - 15.2.2.2 sustains a personal injury that poses a serious threat to their life; or
    - 15.2.2.3 dies.
- 15.3 Unpaid leave entitlement
  - 15.3.1 A casual Employee is entitled to up to two days' unpaid compassionate leave per permissible occasion in accordance with the NES.

- 15.4 Evidence supporting a claim
  - 15.4.1 The Employer may require the Employee to provide satisfactory evidence of the illness, injury or death of a member of the Employee's immediate family or household.

# 16. Examination/Assessment Task Leave

- 16.1 An Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.
- 16.2 An Employee will be granted leave with pay to complete assessment tasks, provided that:
  - 16.2.1 such assessment tasks are part of a course of study for which the Employee has received approval by the Principal to undertake and the assessment tasks contribute directly to the final result of the course
  - 16.2.2 paid leave for completion of such assessment tasks is limited to two days per school year and is not cumulative.

# 17. Qualification Conferral Leave

17.1 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 an approved relevant course of study.

## 18. Community Service Leave

- 18.1 Community service leave is provided for by the NES, except where this Agreement provides ancillary or supplementary terms.
- 18.2 Voluntary emergency management activity
  - 18.2.1 The Employer will provide an Employee with up to three days' paid leave per annum (non-cumulative) where the Employee is engaging in a voluntary emergency management activity, as defined by the NES, provided:
    - 18.2.1.1 the activity is undertaken during a day on which the Employee would otherwise be at work
    - 18.2.1.2 the Employee satisfies the notice and evidence requirements specified by the NES
    - 18.2.1.3 the Employee is not in receipt of payment of any kind from the recognised emergency management body.

#### 18.3 Jury service leave

- 18.3.1 An Employee, if required to appear and/or serve as a juror, will be entitled to be granted leave for the period during which attendance at court is required.
- 18.3.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 18.3.3 An Employee must provide the Employer with:
  - 18.3.3.1 written proof of the requirement to attend for jury service

- 18.3.3.2 an estimate of the duration of the absence from duty.
- 18.3.4 The Employee must:
  - 18.3.4.1 inform the Employer immediately of any change to the known period of absence
  - 18.3.4.2 provide the Employer with written proof of the payments made by the court authorities with respect to jury service.
- 18.3.5 The Employer will continue to pay an Employee granted leave, pursuant to clauses 18.3.1, 18.3.2 and 18.3.3, their ordinary salary during the period of leave. Within a reasonable time after the completion of the jury service, the Employee will reimburse the Employer an amount equal to the amount paid by the court authorities in respect of the Employee's attendance for such jury service.

# 19. Family and Domestic Violence Leave

- 19.1 Definition
  - 19.1.1 For the purpose of this clause, family and domestic violence is defined by the *Family Violence Protection Act 2008* (Vic) (Act). Under this Act, the definition of family and domestic violence is behaviour by a person towards a family member of that person, if that behaviour:
    - 19.1.1.1 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
    - 19.1.1.2 causes a child to hear or witness, or to otherwise be exposed to the effects of behaviour described above.
  - 19.1.2 Family member means:
    - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
    - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
    - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
  - 19.1.3 A reference to a spouse or de facto partner in the definition of family member in clauses 19.1.2(i) and 19.1.2(ii) includes a former spouse or former de facto partner.
- 19.2 Leave entitlement
  - 19.2.1 A full-time Employee subject to family and domestic violence is entitled to 10 days per year of paid family and domestic violence leave.
  - 19.2.2 An Employee may take family and domestic violence leave for the purpose of:
    - 19.2.2.1 attending legal proceedings, counselling, appointments with a medical or legal practitioner;

- 19.2.2.2 relocation or making other safety arrangements; or
- 19.2.2.3 other activities reasonably associated with the experience of family and domestic violence.
- 19.2.3 Family and domestic violence leave may be taken as consecutive or single days, including half days.
- 19.2.4 Family and domestic violence leave is not cumulative from year to year.
- 19.3 Notice and Evidentiary Requirements
  - 19.3.1 The Employee shall give notice to the Principal as soon as reasonably practicable of the Employee's request to take family and domestic violence leave.
  - 19.3.2 The Employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 19.1.1. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family and domestic violence support service or a lawyer, or the Employee may provide a statutory declaration.
  - 19.3.3 The Employer will not place the documentary evidence provided under clause19.3.2 on the Employee's file, unless expressly permitted by the Employee. Instead,the Employer may place a note on the Employee's file confirming:
    - 19.3.3.1 the dates that family and domestic violence leave was taken
    - 19.3.3.2 that documentary evidence was sighted by the Employer.
  - 19.3.4 Personal information provided by the Employee to the Employer concerning family and domestic violence will be treated confidentially, unless the Principal deems disclosure to be necessary for operational reasons.
- 19.4 Offset
  - 19.4.1 If, during the period of operation of this Agreement, the NES is amended to provide paid family or domestic violence leave, then the paid entitlement in clause 19.2 will be offset against the paid NES leave entitlement.

## 20. Long Service Leave

- 20.1 NES and Long Service Leave Act 2018 (Vic) entitlement
  - 20.1.1 An Employee is entitled to long service leave in accordance with the NES or the *Long Service Leave Act 2018* (Vic), or its successor(s), as applicable. This Agreement provides ancillary or supplementary terms.
- 20.2 Entitlement under this Agreement
  - 20.2.1 Teacher
    - 20.2.1.1 At any time after completing seven years of continuous employment, an Employee is entitled to an amount of long service leave equal to 1/40<sup>th</sup> of the Employee's period of continuous employment less any period of long service leave taken during that period.

#### 20.2.2 General Staff

- 20.2.2.1 As of 24 November 2017, at any time after completing seven years of continuous employment, a General Staff Employee is entitled to an amount of long service leave equal to 1/40<sup>th</sup> of the Employee's period of continuous employment less any period of long service leave taken during that period.
- 20.2.2.2 General Staff Employees employed prior to 24 November 2017 accrued long service leave as follows:
  - 20.2.2.2.1 Employees employed prior to 2 February 2012 are entitled to long service leave in accordance with the relevant pre-reform award
  - 20.2.2.2 Employees employed between 3 February 2012 and 2 February 2013 are entitled to long service leave at the rate of 13 weeks' long service leave upon the completion of 13 years of continuous employment (1.0 week of long service leave per year of continuous service)
  - 20.2.2.2 Employees employed between 3 February 2013 and 2 February 2014 are entitled to long service leave at the rate of 13 weeks' long service leave upon the completion of 12 years of continuous employment (1.08 weeks of long service leave per year of continuous service)
  - 20.2.2.2.4 Employees employed between 3 February 2014 and 24 November 2017 are entitled to long service leave at the rate of 13 weeks' long service leave upon the completion of 11 years of continuous employment (1.182 weeks of long service leave per year of continuous service).
- 20.2.3 The entitlements in clause 20.2.2.2 replace the NES entitlement where the NES (and *Long Service Leave Act 2018* (Vic)) entitlement(s) accrues at a lesser rate.
- 20.3 Taking pro rata long service leave
  - 20.3.1 An Employee can take pro rata long service leave after the completion of seven years of continuous employment.
- 20.4 Payment in lieu of long service leave
  - 20.4.1 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after the completion of seven years of continuous employment.
- 20.5 Public holidays
  - 20.5.1 Public holidays which occur during a period of long service leave shall not form part of the long service leave.
- 20.6 Payment of long service leave
  - 20.6.1 An Employee whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's ordinary rate of pay.
  - 20.6.2 Employees may request to convert the relevant period of long service leave to double the period of leave on half pay. The Employer must grant the request if it is

reasonable to do so, having regard to the needs of the Employee and the needs of the Employer provided that, for a teacher:

- 20.6.2.1 the total period of long service leave equals one full term
- 20.6.2.2 the long service leave is taken wholly within a full term(s).
- 20.7 Payment of long service leave where employment time fractions have varied
  - 20.7.1 Teachers (primary/secondary) service prior to 1 February 1997
    - 20.7.1.1 For a teacher whose service has all been in a part-time capacity, salary, when proceeding on long service leave, will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current rate of pay.
    - 20.7.1.2 For a teacher whose full-time service falls last, any leave from the full-time credit will be taken at the full-time rate of pay of the current 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 to current full-time weekly hours.
    - 20.7.1.3 For a teacher whose part-time service falls last, leave taken from the fulltime credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment.
    - 20.7.1.4 If a teacher's average weekly hours over the whole of the teacher's part-time employment are greater than the average weekly hours over the last 12 months of part-time employment, the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.
  - 20.7.2 Teachers (primary/secondary) service from 1 February 1997
    - 20.7.2.1 A teacher 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 time fractions over the period of eligible service.
    - 20.7.2.2 Despite anything in this clause for the purpose of determining the amount of long service leave or pay in lieu thereof to which a teacher or a teacher's personal representative is entitled in respect of the period of employment commencing on or after 1 January 1965 and ending on 1 January 1980, so much of that period of employment as was commenced before 1 January 1980 will be reduced by one-third.

#### 20.7.3 School Corporate Services Employees

20.7.3.1 An Employee who was engaged (or who would have been engaged, if employed prior to 1 January 2010) pursuant to the *Victorian Independent Schools – Clerical/Administrative Employees – Award 2004* and 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 time fractions over the period of eligible service.

#### 20.7.4 All other Employees

20.7.4.1 An Employee, including an Employee previously engaged (or who would have been engaged, if employed prior to 1 January 2010) under the *Victorian Independent Schools – School Assistants – Award 1998*, is entitled to long service leave in accordance with the *Long Service Leave Act 2018* (Vic) or its successor(s).

#### 20.8 Illness on long service leave

- 20.8.1 Subject to the production of a supporting medical certificate from a Registered Medical Practitioner, an Employee who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave is entitled to have the period of illness or injury treated as personal leave.
- 20.8.2 Subject to clause 12.9, the Employee's long service leave will be extended by the period of illness, except that an Employee and the Employer may agree that the Employee will return from long service leave as planned, with the period of illness increasing the Employee's accrued long service leave entitlement.

#### 20.9 Notice

- 20.9.1 A teacher applying for long service leave must do so no later than the beginning of Term 3 in the year before the leave is requested.
- 20.9.2 A General Staff Employee applying for long service leave must provide reasonable notice. It is the Employer's preference that as much notice as possible is given to enable due consideration of the request for leave. Where a General Staff Employee is applying to take long service leave for a period in excess of four weeks, they must provide a minimum of one term's notice. Where a General Staff Employee is applying to take long service leave for a period of four weeks or less, they must provide a minimum of four weeks' notice.
- 20.9.3 An application for long service leave that falls outside of these requirements will only be considered in exceptional circumstances.

#### 20.10 Timing and taking of long service leave

20.10.1 The timing of taking long service leave will be negotiated between the Employer and the Employee for mutual advantage, but will ordinarily be taken within 12 months of the entitlement falling due following 10 years of employment.

- 20.10.2 In consultation about the timing of such leave, the Employer agrees to take into account the individual Employee's needs, in so far as they are compatible with the Employer's operational needs.
- 20.10.3 Where an Employee has not accrued sufficient leave to cover a full term, the Employer may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Employer.
- 20.10.4 Applications must be in writing and must specify the period of leave being sought.
- 20.10.5 The Employer will respond to applications for long service leave within two working weeks, unless it is not possible to do so for operational reasons.
- 20.10.6 A teacher's period of long service leave will usually not be for less than a full term. In special circumstances, an application for a shorter period of long service leave will be considered by the Employer.
- 20.10.7 A General Staff Employee can request to take long service leave for a period of not less than one day. The Employer must grant the request to take long service leave, unless the Employer has reasonable business grounds for refusing the request.

#### 20.11 Allowances

- 20.11.1 Except where otherwise determined by the Employer, allowances payable under this Agreement which meet the following criteria shall be payable during long service leave:
  - 20.11.1.1 the allowance is of a continuing and ongoing nature
  - 20.11.1.2 the Employee has been in receipt of the allowance for a continuous period of 12 months immediately prior to the commencement of the leave
  - 20.11.1.3 the Employee would have continued to receive the allowance but for their absence on leave.
- 20.12 Exceptions (Teaching Employees only)
  - 20.12.1 Despite anything in this clause for the purpose of determining the amount of long service leave or pay in lieu thereof to which a teacher or a teacher's personal representative is entitled in respect of the period of employment commencing on or after 1 January 1965 and ending on 1 January 1980, so much of that period of employment as was commenced before 1 January 1980 will be reduced by one-third.

# 21. Paid Parental and Adoption Leave

- 21.1 Where an Employee, other than an Employee engaged on a casual or fixed-term contract of employment of no more than 12 months with the school, is granted unpaid parental and adoption leave in accordance with the NES to be the primary caregiver of a child, the Employee is entitled to the following payment:
  - 21.1.1. Equivalent to 14 weeks' salary, inclusive of the accrual of one week of annual leave, at the Employee's rate of pay, provided that the Employee takes a minimum of 14 weeks' unpaid birth-related or adoption leave for the purposes of being the primary

caregiver of the child commencing at or around the time of confinement or adoption.

- 21.2 The entitlement provided in clause 21.1 and clause 21.6 apply for the still birth of a child as defined in the NES.
- 21.3 An Employee must have a minimum of 12 months' service, if returning from parental leave or adoption leave, before being eligible for a further payment pursuant to clause 21.1.
- 21.4 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to clause 21.1.
- 21.5 The parental leave payment in clause 21.1 is not payable during a period of paid leave.
- 21.6 An Employee who is entitled to, and takes, concurrent leave in accordance with the NES:
  - 21.6.1 is entitled to up to five days' paid leave, to be taken within six weeks of the child being discharged from hospital or adopted.

# 22. Unpaid Parental and Adoption Leave

- 22.1 Unpaid parental and adoption leave is available to an Employee in accordance with the NES, except that an Employee who is a primary caregiver of the child may take parental or adoption leave for a continuous period of up to 156 weeks, which incorporates the entitlements under sections 70 and 75 of the *FW Act*.
- 22.2 The entitlement provided in clause 22.1 applies for the still birth or death of a child within the first 24 months of birth in accordance with the NES.

# 23. Leave Without Pay

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

## 24. Breakage and Loss

24.1 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.

## 25. Work Organisation

25.1 The Employer may direct an Employee to perform duties that are within the limits of the Employee's skill, competence and/or training.

# 26. Variation of Part-time Work

26.1 If a part-time Employee's hours are reduced or increased, without their consent, by more than 20 per cent, then the Employee will be entitled to the redundancy pay as stipulated in clause 27.

# 27. Redundancy

- 27.1 Instead of the redundancy pay entitlement in the NES, clause 27.2 of the Agreement applies.
- 27.2 The amount of the redundancy pay equals the total amount payable to the Employee

for the redundancy pay period calculated using the following table, at the Employee's base rate of pay for their ordinary hours of work:

| 1 | At least 1 year but less than 2 years  | 4 weeks  |
|---|--|----------|
| 2 | At least 2 years but less than 3 years | 6 weeks  |
| 3 | At least 3 years but less than 4 years | 7 weeks  |
| 4 | At least 4 years but less than 5 years | 8 weeks  |
| 5 | At least 5 years but less than 6 years | 10 weeks |
| 6 | At least 6 years but less than 7 years | 11 weeks |
| 7 | At least 7 years but less than 8 years | 13 weeks |
| 8 | At least 8 years but less than 9 years | 14 weeks |
| 9 | 9 years or more                        | 18 weeks |

# 28. Accident Pay

- 28.1 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) (*WIRC Act*), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness, but only for so much of that period as the Employee remains employed by the Employer.
- 28.2 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 *WIRC Act*, then the Employee accrues entitlements in accordance with the relevant legislation.
- 28.3 For the avoidance of doubt, the Employee will continue to accrue annual leave and long service leave whilst on a period of workers' compensation.
- 28.4 A teacher does not accrue an entitlement to paid non-term weeks (excluding the entitlement to annual leave) whilst in receipt of compensation payments.

# 29. Performance/Conduct Management

- 29.1 Application
  - 29.1.1 The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause:
    - 29.1.1.1 where an Employee's employment is terminated during the minimum employment period pursuant to clause 11 Minimum Employment Period; or
    - 29.1.1.2 for a casual Employee.
- 29.2 Performance management
  - 29.2.1 Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
  - 29.2.2 A formal performance management procedure will commence with the Employer advising the Employee in writing of:
    - 29.2.2.1 the Employer's concern(s) with the Employee's performance
    - 29.2.2.2 the time, date and place of the first formal meeting to discuss the Employee's performance
    - 29.2.2.3 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
    - 29.2.2.4 the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
  - 29.2.3 Formal performance management meetings will:
    - 29.2.3.1 include discussion of the Employer's concern(s) with the Employee's performance
    - 29.2.3.2 give the Employee an opportunity to respond to the Employer's concern(s)
    - 29.2.3.3 include discussion of any counselling or assistance, where appropriate, available to the Employee
    - 29.2.3.4 include documentation, where appropriate
    - 29.2.3.5 set periods of review, as appropriate.
  - 29.2.4 If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or receive payment in lieu of notice.
- 29.3 Conduct management
  - 29.3.1 Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.

29.3.2 The Employer will advise the Employee in writing of:

- 29.3.2.1 the Employer's concern(s) with the Employee's conduct
- 29.3.2.2 the time, date and place of the meeting to discuss the Employee's conduct the Employee's right to be accompanied by a nominee of the Employee's
- 29.3.2.3 choice at any meeting scheduled to discuss the Employee's conduct
- 29.3.2.4 the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- 29.3.3 The formal conduct management meeting(s) will:
  - 29.3.3.1 include discussion of the Employer's concern(s) with the Employee's conduct
  - 29.3.3.2 give the Employee an opportunity to respond to the Employer's concern(s).
- 29.3.4 Concern(s) with an Employee's conduct may be resolved by:
  - 29.3.4.1 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
  - 29.3.4.2 issuing the Employee with a warning or a final warning in writing
  - 29.3.4.3 terminating the employment of the Employee in accordance with the relevant notice provision
  - 29.3.4.4 no further action
  - 29.3.4.5 other action, appropriate to the situation.

## **30.** Staff Consultation

- 30.1 The Principal has the ultimate administrative and operational responsibility for decisions made at the school level.
- 30.2 Girton Grammar School Bendigo acknowledges that consultation with Employees allows them to have input into decisions that affect their working life.
- 30.3. This will be achieved by creating an opportunity for two members of staff to join the Square Table as staff representatives.
  - 30.3.1 One staff representative will be elected by and from the Independent Education Union's Girton Grammar School Bendigo sub-branch.
  - 30.3.2 One staff representative will be elected by and from Girton Grammar School Bendigo's Staff Association.

# 31. Meal Allowance

- 31.1 The Employer will supply an Employee with a meal should the Employer require the Employee to remain at the school continuously after 7pm on any day.
- 31.2 The school is not required to provide a meal where the Employer pays a meal allowance to the Employee.

# PART 4 CONDITIONS OF EMPLOYMENT FOR TEACHERS

# 32. Salaries

- 32.1 Instead of the classification structure provided for in the *Teachers Award*, the classification structure provided in Schedule A will apply.
- 32.2 Schedule A defines the salaries applicable from 1 July 2022.
- 32.3 Over the life of the Agreement, the same percentage increases that apply to the rates of pay for teachers will apply to Position of Responsibility allowances.
- 32.4 A teacher will progress from GGS Level 1 to GGS Level 11.
- 32.5 Progression to the next level is based upon the completion of one year of service. A teacher who completes service at less than 0.4 Full-time Equivalent (FTE) in a school year will be required to complete 24 months' service before progressing to the next level.
- 32.6 A teacher who is classified at a level below GGS Level 11 and who is appointed to a Head of House, or Head of Department Position of Responsibility, will be paid the relevant Position of Responsibility allowance and will also be advanced to GGS Level 11 for the period of tenure of the Position of Responsibility.
- 32.7 In the event that salaries payable to teachers in Victorian Government Schools equivalent to those set out in Schedule A are increased beyond those payable at Girton Grammar School Bendigo, salaries at Girton Grammar School Bendigo will be adjusted to reach parity as a minimum. The adjustment of salaries will occur as soon as financially practicable and will be back paid to the date of the implementation of the increase in Victorian Government Schools.

# 33. Teaching Loads

- 33.1 Full-time teacher
  - 33.1.1 For a secondary teacher and a Specialist Teacher, a full-time load is 18 hours of scheduled classes per week. A scheduled class is a rostered class where a teacher holds the primary responsibility for the delivery and assessment of an approved and documented course of study.
  - 33.1.2 A secondary teacher and a Specialist Teacher, in consultation with the Principal or the teacher's respective Head of Senior School or Junior School, can be assigned an additional hour of scheduled classes. When this occurs, the teacher is entitled to an equivalent reduction in other assigned duties.
  - 33.1.3 For a primary teacher, a full-time load is 20 hours of scheduled classes per week. A scheduled class is a rostered class where a teacher holds the primary responsibility for the delivery and assessment of an approved and documented course of study.

#### 33.2 Part-time teacher

- 33.2.1 The salary for a part-time teacher is based upon and expressed as a percentage of a full-time teaching load as defined in clauses 33.1.1, 33.1.2 and 33.1.3.
- 33.2.2 The Employer may require a part-time teacher to undertake a proportionate number of other duties normally expected of full-time teachers.
- 33.3 Casual Relief Teacher
  - 33.3.1 Casual employment for a teacher is defined in the *Teachers Award*.
  - 33.3.2 The rates of pay for a Casual Relief Teacher (CRT) are provided in Schedule A and replace those contained in the *Teachers Award*.

## 34. Treatment of School Holidays

- 34.1 The term 'school holidays' refers to the non-term weeks of the school year. Save where the *Teachers Award* terms with respect to ordinary hours of work are more favourable than this Agreement, clause 34 of this Agreement operates to the exclusion of the *Teachers Award* terms with respect to attendance time in non-term weeks.
- 34.2 A teacher other than in the circumstances prescribed in clause 34.4 is entitled to school holidays without deduction of pay, subject to reasonable direction of the Principal for the completion of professional duties for which the teacher is responsible, including preparation for the upcoming teaching term.
- 34.3 School holidays are deemed to be inclusive of annual leave.
- 34.4 A teacher attending professional development during non-term weeks does so on a voluntary basis.
- 34.5 The Employer will calculate a teacher's entitlement to school holidays in accordance with the provisions of the *Teachers Award* as follows:
  - 34.5.1 in the calculation of payment of pro rata salary where an Employee's employment ceases; or
  - 34.5.2 in the calculation of payment of pro rata salary, if:
    - 34.5.2.1 an Employee commenced employment after the school service date; or
    - 34.5.2.2 an Employee has taken unpaid leave of more than two term weeks since the school service date; or
    - 34.5.2.3 the hours which an Employee has worked at school have varied since the school service date.

34.6 The calculation is as follows:

$$P = \frac{S \times C}{B} - D$$

- P is the payment due
- S is the total salary paid in respect of term weeks, or part thereof, since the school service date or the date of employment in circumstances where the Employee has been employed by the Employer since the school service date
- B is the number of term weeks, or part thereof in the school year
- C is the number of non-term weeks, or part thereof, in the school year
- D is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school service date or date of employment in circumstances where the Employee has been employed by the Employer since the school service date.
- 34.7 The formula in clause 34.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to an Employee in respect of the school year in which the formula is applied.

# PART 5 CONDITIONS OF EMPLOYMENT FOR GENERAL STAFF EMPLOYEES

# 35. Salaries

- 35.1 Instead of the classification structure set out in Schedule A of the *General Staff Award*, the classification structure set out in Schedule B of this Agreement will apply.
- 35.2 The salaries provided for in Schedule A of this Agreement will apply to all General Staff Employees.

# 36. Annualised Salaries

- 36.1 Annual salary instead of General Staff Award provisions
  - 36.1.1 Where agreed between the Employer and the Employee, the Employer may pay an Employee an annual salary in satisfaction of any or all of the following provisions of the *General Staff Award* and/or Agreement:
    - 36.1.1.1 Schedule A to this Agreement Salaries
    - 36.1.1.2 clause 19 General Staff Award 2020 Allowances
    - 36.1.1.3 clause 15, 21 and 22 *General Staff Award 2020* Shift work, penalty rates and overtime
    - 36.1.1.4 clause 23.3 General Staff Award 2020 Annual leave loading.
  - 36.1.2 Where an annual salary is paid, the Employer must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary.
- 36.2 Annual salary not to disadvantage Employees

- 36.2.1 The annual salary must be no less than the amount the Employee would have received under Schedule A to this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over such lesser period that has been worked).
- 36.2.2 The annual salary of the Employee must be reviewed by the Employer at least annually to ensure that the compensation is appropriate, having regard to the Agreement provisions which are satisfied by the payment of the annual salary.
- 36.3 Base rate of pay for Employees on annualised salary arrangements
  - 36.3.1 For the purposes of the NES, the base rate of pay of an Employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in Schedule A to this Agreement Salaries for General Staff Employees and excludes any incentive-based payments, bonuses, monetary allowances, overtime and penalties.

# 37. Hours of Work

- 37.1 The hours of work for a full-time General Staff Employee who is not employed under a Leave without Pay arrangement pursuant to clause 12 of the *General Staff Award* are 38 per week and may be averaged over a four-week period.
- 37.2 The ordinary hours of work for a General Staff Employee may be worked on no more than five days in any seven days.
- 37.3 The ordinary hours of work will be performed on any day Monday to Friday between 6am and 6pm.
- 37.4 Where 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, provided the total hours remain unchanged.
- 37.5 An exception to clause 37.3 is where the ordinary hours of work specified by the *General Staff Award* provides for the ordinary hours of work of a General Staff Employee to be performed on a weekend, in which case the provisions of the *General Staff Award* will apply.

# 38. Attendance at School Camps

- 38.1 General staff employed in positions that may be required to attend camps and who are requested to do so, where applicable, will be entitled to receive time in lieu or overtime as defined within the *General Staff Award*.
- 38.2 General Staff employed in positions that do not require them to attend camps cannot be compelled to attend school camps.
  - 38.3 Should a General Staff Employee, employed in a position that does not require attendance at camps, request to attend a school camp on a voluntary basis, they will not be entitled to time in lieu or overtime as defined in clause 38.1.

## **39.** Sleepover Allowances

39.1 Sleepover allowances for General Staff Employees are defined within the *General Staff Award*.

# 40. Days of Grace

- 40.1 General Staff Employees, employed to work 48 weeks per annum and who would ordinarily be required to take annual leave during periods when the school is closed, are entitled to receive four days of grace.
  - 40.1.1 Three days are to be taken in December during the school closure between the Christmas Day and New Year's Day gazetted public holidays.
  - 40.1.2 One day of grace is to be taken on Easter Tuesday, unless that day falls during a school term and the Employee is required to work. If Easter Tuesday does fall during a school term and the Employee is required to work, the Employee will be credited that day of grace and be entitled to take it during the period of school closure in December or immediately following the gazetted New Year's Day public holiday.

# **SCHEDULE A – SALARIES**

# A.1 Salaries for Teachers

- A.1.1 Table 1 provides the salaries for full-time teachers.
- A.1.2 Salary increases are effective on the first pay date on or after the first day of the nominated month.
- A.1.3 Salaries are inclusive of annual leave loading, which is calculated at 17.5 per cent of four weeks of the Employee's annual salary.

#### Table 1: Salaries for Full-time Teachers

|    | 1<br>February-<br>2022<br>1.5% | 1 July-<br>2022<br>1.82% | 1<br>January-<br>2023<br>1.0% | 1 July-<br>2023<br>1.0% | 1<br>January-<br>2024<br>1.0% | 1 July-<br>2024<br>1.0% | 1<br>January-<br>2025<br>1.0% | 1 July-<br>2025<br>1.0% |
|----|--------------------------------|--------------------------|-------------------------------|-------------------------|-------------------------------|-------------------------|-------------------------------|-------------------------|
| 1  | \$75,366                       | \$77,530                 | \$78,305                      | \$79,088                | \$79,879                      | \$80,678                | \$81,485                      | \$82,300                |
| 2  | \$78,148                       | \$79,570                 | \$80,366                      | \$81,170                | \$81,982                      | \$82,802                | \$83,630                      | \$84,466                |
| 3  | \$81,031                       | \$82,506                 | \$83,331                      | \$84,164                | \$85,006                      | \$85,856                | \$86,715                      | \$87,582                |
| 4  | \$84,020                       | \$85,550                 | \$86,406                      | \$87,270                | \$88,143                      | \$89,024                | \$89,914                      | \$90,813                |
| 5  | \$87,122                       | \$88,707                 | \$89,594                      | \$90,490                | \$91,395                      | \$92,309                | \$93,232                      | \$94,164                |
| 6  | \$90,336                       | \$91,980                 | \$92,900                      | \$93,829                | \$94,767                      | \$95,715                | \$96,672                      | \$97 <i>,</i> 639       |
| 7  | \$93,669                       | \$95,374                 | \$96,328                      | \$97,291                | \$98,264                      | \$99,247                | \$100,239                     | \$101,241               |
| 8  | \$97,126                       | \$98,894                 | \$99,883                      | \$100,882               | \$101,891                     | \$102,910               | \$103,939                     | \$104,978               |
| 9  | \$100,710                      | \$102,543                | \$103,568                     | \$104,604               | \$105,650                     | \$106,707               | \$107,774                     | \$108,852               |
| 10 | \$104,426                      | \$106,327                | \$107,390                     | \$108,464               | \$109,549                     | \$110,644               | \$111,750                     | \$112,868               |
| 11 | \$112,963                      | \$115,019                | \$116,169                     | \$117,331               | \$118,504                     | \$119,689               | \$120,886                     | \$122,095               |

A.1.4 Table 2 provides the salaries for Casual Relief Teachers.

A.1.5 Salary increases are effective on the first pay date on or after the first day of the nominated month.

#### **Table 2: Salaries for Casual Relief Teachers**

|                      | 1<br>February-<br>2022<br>1.5% | 1 July-<br>2022<br>1.82% | 1<br>January-<br>2023<br>1.0% | 1 July-<br>2023<br>1.0% | 1<br>January-<br>2024<br>1.0% | 1 July-<br>2024<br>1.0% | 1<br>January-<br>2025<br>1.0% | 1 July-<br>2025<br>1.0% |
|----------------------|--------------------------------|--------------------------|-------------------------------|-------------------------|-------------------------------|-------------------------|-------------------------------|-------------------------|
| Half day             | \$198.58                       | \$202.19                 | \$204.21                      | \$206.25                | \$208.32                      | \$210.40                | \$212.50                      | \$214.63                |
| Single full day      | \$397.15                       | \$404.38                 | \$408.42                      | \$412.51                | \$416.63                      | \$420.80                | \$425.01                      | \$429.26                |
| Multiple half<br>day | \$211.62                       | \$215.47                 | \$217.62                      | \$219.80                | \$222.00                      | \$224.22                | \$226.46                      | \$228.72                |
| Multiple full day    | \$423.23                       | \$430.94                 | \$435.24                      | \$439.60                | \$443.99                      | \$448.43                | \$452.92                      | \$457.45                |

Note: CRT single day is paid where the Employee is engaged for less than five consecutive days. Note: CRT multiple day is paid where the employee is engaged for five or more consecutive days.

# A.2 Progression Between Teaching Levels

- A.2.1 Progression between Teaching Levels for teachers with a teaching load of 0.4 FTE and above occurs annually, effective 1 January each year.
- A.2.2 Progression for a part-time teacher with a teaching load that is less than 0.4 FTE during a preceding school year occurs biennially (every 24 months).

# A.3 Graduate Teacher

A.3.1 A graduate teacher commences at Level 1.

## A.4 Annual Allowances

- A.4.1 Table 3 provides the Annual Allowances for full-time teachers (pro rata for part-time Employees).
- A.4.2 The one per cent Annual Allowance is calculated on the annual base salary as of 1 December and **excludes** leave loading. Annual Allowances are paid in the December pay each year.
- A.4.3 Annual Allowances are not provided to CRTs.

#### 2022 2023 2024 2025 Annual Annual Annual Annual Allowance Allowance Allowance Allowance \$765 \$780 \$796 \$812 1 2 \$785 \$801 \$817 \$833 3 \$814 \$830 \$847 \$864 4 \$844 \$861 \$878 \$896 5 \$875 \$893 \$911 \$929 \$944 6 \$908 \$926 \$963 7 \$941 \$960 \$979 \$999 \$976 \$995 8 \$1,015 \$1,036 9 \$1,012 \$1,032 \$1,053 \$1,074 \$1,070 10 \$1,049 \$1,092 \$1,114 11 \$1,135 \$1,158 \$1,181 \$1,205

#### Table 3: Annual Allowances for Full-time Teachers

# A.5 Position of Responsibility Allowances for Teachers

- A.5.1 Allowances and time release for Positions of Responsibility (POR) are determined by the Employer.
- A.5.2 Allowances are calculated as a percentage of the annual salary of Teaching Level 11 that is applicable whilst the Employee is engaged to undertake the POR.
- A.5.3 Time release is the number of face-to-face teaching periods that a teacher is not required to teach whilst undertaking a POR.
- A.5.4 Allowances and any associated time release cease when the Employee no longer holds the POR.

| Head of House           | <del>\$6 875.58</del> |
|-------------------------|-----------------------|
| Head of Department      | <del>\$5 618.09</del> |
| Assistant Head of House | <del>\$2 469.57</del> |

# A.6 Salaries for General Staff

- A.6.1 Table 4 provides the salaries for full-time General Staff Employees working 48 weeks per annum.
- A.6.2 Salary increases are effective the first pay date on or after the first day of the nominated month.
- A.6.3 Salaries are inclusive of leave loading, which is calculated at 17.5 per cent of four weeks of the Employee's annual salary.

# Table 4: Salaries for Full-time General Staff

|     |         | 1<br>February-<br>2022 | 1 July-<br>2022 | 1<br>January-<br>2023 | 1 July-<br>2023   | 1<br>January-<br>2024 | 1 July-<br>2024   | 1<br>January-<br>2025 | 1 July-<br>2025   |  |
|-----|---------|------------------------|-----------------|-----------------------|-------------------|-----------------------|-------------------|-----------------------|-------------------|--|
|     |         | 1.5%                   | 1.82%           | 1.0%                  | 1.0%              | <b>1.0%</b>           | 1.0%              | 1.0%                  | 1.0%              |  |
|     | Grade 1 |                        |                 |                       |                   |                       |                   |                       |                   |  |
|     | 1       | \$51,550               | \$52,488        | \$53,013              | \$53,543          | \$54,079              | \$54,619          | \$55,166              | \$55,717          |  |
| 1.1 | 2       | \$52,066               | \$53,013        | \$53,543              | \$54,079          | \$54,619              | \$55,166          | \$55,717              | \$56,274          |  |
|     | 3       | \$52,586               | \$53,543        | \$54,079              | \$54,619          | \$55,166              | \$55,717          | \$56,274              | \$56 <i>,</i> 837 |  |
|     | 1       | \$53,154               | \$54,121        | \$54,663              | \$55,209          | \$55,761              | \$56,319          | \$56,882              | \$57,451          |  |
| 1.2 | 2       | \$53,686               | \$54,663        | \$55,209              | \$55,761          | \$56,319              | \$56,882          | \$57,451              | \$58,025          |  |
|     | 3       | \$54,222               | \$55,209        | \$55,761              | \$56,319          | \$56,882              | \$57,451          | \$58,025              | \$58 <i>,</i> 606 |  |
|     | 1       | \$57,100               | \$58,139        | \$58,721              | \$59 <i>,</i> 308 | \$59,901              | \$60,500          | \$61,105              | \$61,716          |  |
| 1.3 | 2       | \$57,671               | \$58,721        | \$59,308              | \$59,901          | \$60,500              | \$61,105          | \$61,716              | \$62,333          |  |
|     | 3       | \$58,248               | \$59,308        | \$59,901              | \$60,500          | \$61,105              | \$61,716          | \$62,333              | \$62,956          |  |
|     |         |                        |                 | G                     | irade 2           |                       |                   |                       |                   |  |
| 2.1 | 1       | \$61,000               | \$62,110        | \$62,731              | \$63 <i>,</i> 359 | \$63 <i>,</i> 992     | \$64,632          | \$65,278              | \$65,931          |  |
| 2.1 | 2       | \$61,610               | \$62,731        | \$63,359              | \$63 <i>,</i> 992 | \$64,632              | \$65,278          | \$65,931              | \$66,591          |  |
|     | 3       | \$62,226               | \$63,359        | \$63,992              | \$64,632          | \$65,278              | \$65,931          | \$66,591              | \$67,256          |  |
|     | 1       | \$65,330               | \$66,519        | \$67,184              | \$67,856          | \$68,535              | \$69,220          | \$69,912              | \$70,611          |  |
| 2.2 | 2       | \$66,054               | \$67,256        | \$67,929              | \$68,608          | \$69,294              | \$69 <i>,</i> 987 | \$70,687              | \$71,394          |  |
|     | 3       | \$66,715               | \$67,929        | \$68,609              | \$69,295          | \$69,988              | \$70,687          | \$71,394              | \$72,108          |  |
|     | 1       | \$68,000               | \$69,238        | \$69,930              | \$70,629          | \$71,336              | \$72,049          | \$72,769              | \$73,497          |  |
| 2.3 | 2       | \$68,680               | \$69,930        | \$70,629              | \$71,336          | \$72,049              | \$72,769          | \$73,497              | \$74,232          |  |
|     | 3       | \$69,367               | \$70,629        | \$71,336              | \$72,049          | \$72,770              | \$73 <i>,</i> 497 | \$74,232              | \$74,975          |  |

|     | Grade 3 |                     |          |                  |                   |                  |          |                  |          |
|-----|---------|---------------------|----------|------------------|-------------------|------------------|----------|------------------|----------|
|     | 1       | \$74,350            | \$75,703 | \$76,460         | \$77,225          | \$77,997         | \$78,777 | \$79,565         | \$80,360 |
| 3.1 | 2       | \$75,094            | \$76,460 | \$77,225         | \$77,997          | \$78,777         | \$79,565 | \$80,360         | \$81,164 |
|     | 3       | \$75,844            | \$77,225 | \$77,997         | \$78,777          | \$79,565         | \$80,360 | \$81,164         | \$81,976 |
|     | 1       | \$77,200            | \$78,605 | \$79,391         | \$80,185          | \$80,987         | \$81,797 | \$82,615         | \$83,441 |
| 3.2 | 2       | \$77,972            | \$79,391 | \$80,185         | \$80,987          | \$81,797         | \$82,615 | \$83,441         | \$84,275 |
|     | 3       | \$78,752            | \$80,185 | \$80,987         | \$81,797          | \$82,615         | \$83,441 | \$84,275         | \$85,118 |
|     |         |                     |          | G                | Grade 4           |                  |          |                  |          |
|     | 1       | \$82,300            | \$83,798 | \$84,636         | \$85,482          | \$86,337         | \$87,200 | \$88,072         | \$88,953 |
| 4.1 | 2       | \$83,123            | \$84,636 | \$85,482         | \$86,337          | \$87,200         | \$88,072 | \$88,953         | \$89,843 |
|     | 3       | \$83,954            | \$85,482 | \$86,337         | \$87,200          | \$88,072         | \$88,953 | \$89,843         | \$90,741 |
|     | 1       | \$84,330            | \$85,865 | \$86,723         | \$87,591          | \$88,467         | \$89,351 | \$90,245         | \$91,147 |
| 4.2 | 2       | \$85,173            | \$86,723 | \$87,591         | \$88,467          | \$89,351         | \$90,245 | \$91,147         | \$92,059 |
|     | 3       | \$86,025            | \$87,591 | \$88,467         | \$89,351          | \$90,245         | \$91,147 | \$92,059         | \$92,979 |
|     |         |                     |          | G                | Grade 5           |                  |          |                  |          |
|     | 1       | \$90,000            | \$91,638 | \$92,554         | \$93 <i>,</i> 480 | \$94,415         | \$95,359 | \$96,312         | \$97,276 |
| 5   | 2       | \$90,900            | \$92,554 | \$93,480         | \$94,415          | \$95,359         | \$96,312 | \$97,276         | \$98,248 |
|     | 3       | \$91,809            | \$93,480 | \$94,415         | \$95 <i>,</i> 359 | \$96,312         | \$97,276 | \$98,248         | \$99,231 |
|     |         |                     |          |                  | Grade 6           |                  |          |                  |          |
|     | 1       | 8                   |          |                  |                   |                  |          |                  |          |
| 6   | 1       | Specialist<br>Staff | 1.82%    | \$1000 +<br>1.0% | 1.0%              | \$1000 +<br>1.0% | 1.0%     | \$1000 +<br>1.0% | 1.0%     |
| 6   | 2       | Senior<br>Executive | 1.82%    | 1.0%             | 1.0%              | 1.0%             | 1.0%     | 1.0%             | 1.0%     |

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A.6.4 Grade 6 salaries are determined on an individual basis.

A.6.5 Grade 6 salaries receive the bi-annual salary increases provided in Table 4 and the Annual Allowances provided in Table 5.

A.6.6 Grade 6.1 Specialist Staff Employee progression is \$1,000 per year for a maximum of three years during the life of this Agreement.

A.6.7 Grade 6.2 Senior Executive Employees do not receive a progression payment.

Calculating the annual salary for a General Staff Employee on Leave Without Pay During Non-term Weeks

- A.6.8 The arrangements and formula to calculate the annual salary of an Employee on Leave Without Pay (LWOP) during non-term weeks is provided in clause 12 of the *General Staff Award*.
- A.6.9 The formula provided in clause 12.2(b) of the *General Staff Award*, used to calculate an annual salary for an Employee whose contract of employment makes provision, in writing, for LWOP during non-term weeks, is summarised in Schedule A.6.10.
- A.6.10 The adjusted annual salary for a General Staff Employee is:

A = C x (working weeks + 4 weeks' annual leave) ÷ 52.8
Where:
A means the Employee's adjusted annual salary
C means the annual salary for the Employee's classification

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

# A.7. Annual Allowances for Full-time General Staff

- A.7.1 Table 5 provides the Annual Allowances for full-time General Staff working 48 weeks per annum (pro rata for part-time Employees).
- A.7.2 The one per cent Annual Allowance is calculated on the annual base salary as of 1 December and **excludes** leave loading.
- A.7.3 Annual Allowances are paid in the December pay each year.

# Table 5: Annual Allowances for Full-time General Staff

|     |   | 2022                                | 2023                                | 2024                                | 2025                                |
|-----|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
|     |   | Annual<br>Allowance<br>1% of annual | Annual<br>Allowance<br>1% of annual | Annual<br>Allowance<br>1% of annual | Annual<br>Allowance<br>1% of annual |
|     |   | salary                              | salary                              | salary                              | salary                              |
|     |   |                                     | ade 1                               |                                     |                                     |
|     | 1 | \$518                               | \$528                               | \$539                               | \$550                               |
| 1.1 | 2 | \$523                               | \$534                               | \$544                               | \$555                               |
|     | 3 | \$528                               | \$539                               | \$550                               | \$561                               |
|     | 1 | \$534                               | \$545                               | \$556                               | \$567                               |
| 1.2 | 2 | \$539                               | \$550                               | \$561                               | \$573                               |
|     | 3 | \$545                               | \$556                               | \$567                               | \$578                               |
|     | 1 | \$574                               | \$585                               | \$597                               | \$609                               |
| 1.3 | 2 | \$579                               | \$591                               | \$603                               | \$615                               |
|     | 3 | \$585                               | \$597                               | \$609                               | \$621                               |
|     |   | Gra                                 | ade 2                               |                                     |                                     |
|     | 1 | \$613                               | \$625                               | \$638                               | \$651                               |
| 2.1 | 2 | \$619                               | \$631                               | \$644                               | \$657                               |
|     | 3 | \$625                               | \$638                               | \$651                               | \$664                               |
|     | 1 | \$656                               | \$670                               | \$683                               | \$697                               |
| 2.2 | 2 | \$664                               | \$677                               | \$691                               | \$704                               |
|     | 3 | \$670                               | \$684                               | \$698                               | \$712                               |
|     | 1 | \$683                               | \$697                               | \$711                               | \$725                               |
| 2.3 | 2 | \$690                               | \$704                               | \$718                               | \$732                               |
|     | 3 | \$697                               | \$711                               | \$725                               | \$740                               |
|     |   | Gra                                 | ade 3                               |                                     |                                     |
|     | 1 | \$747                               | \$762                               | \$777                               | \$793                               |
| 3.1 | 2 | \$754                               | \$770                               | \$785                               | \$801                               |
|     | 3 | \$762                               | \$777                               | \$793                               | \$809                               |
|     | 1 | \$776                               | \$791                               | \$807                               | \$823                               |
| 3.2 | 2 | \$783                               | \$799                               | \$815                               | \$832                               |
|     | 3 | \$791                               | \$807                               | \$823                               | \$840                               |

|     | Grade 4 |              |              |              |              |  |  |  |
|-----|---------|--------------|--------------|--------------|--------------|--|--|--|
|     | 1       | \$827        | \$844        | \$860        | \$878        |  |  |  |
| 4.1 | 2       | \$835        | \$852        | \$869        | \$887        |  |  |  |
|     | 3       | \$844        | \$860        | \$878        | \$895        |  |  |  |
|     | 1       | \$847        | \$864        | \$882        | \$899        |  |  |  |
| 4.2 | 2       | \$856        | \$873        | \$891        | \$908        |  |  |  |
|     | 3       | \$864        | \$882        | \$899        | \$917        |  |  |  |
|     |         | Gr           | ade 5        |              |              |  |  |  |
|     | 1       | \$904        | \$922        | \$941        | \$960        |  |  |  |
| 5   | 2       | \$913        | \$932        | \$950        | \$969        |  |  |  |
|     | 3       | \$922        | \$941        | \$960        | \$979        |  |  |  |
|     | Grade 6 |              |              |              |              |  |  |  |
| 6   | 1       | 1% of annual | 1% of annual | 1% of annual | 1% of annual |  |  |  |
| 8   | 2       | salary       | salary       | salary       | salary       |  |  |  |

Calculating the Annual Allowance for a General Staff Employee on LWOP During Non-term Weeks

- A.7.4 The formula used to calculate the Annual Allowance of a General Staff Employee whose contract of employment makes provision, in writing, for LWOP during non-term weeks, is summarised in Schedule A.7.5.
- A.7.5 The adjusted Annual Allowance for a General Staff Employee is:

 $\label{eq:ansatz} \begin{array}{l} A = C \; x \; (working \; weeks + 4 \; weeks' \; annual \; leave) \div 52.8 \\ \\ Where: \\ \ensuremath{\mathsf{A}} \; means \; the \; Employee's \; adjusted \; Annual \; Allowance \\ \ensuremath{\mathsf{C}} \; means \; the \; Annual \; Allowance \; for \; the \; Employee's \; classification \\ \ensuremath{\mathsf{Working weeks}} \; means \; the \; number \; of \; weeks \; that \; the \; Employee \; is \; required \; to \; work. \end{array}$ 

# A.8. Junior Employee Rates of Pay

- A.8.1 Junior Employee rates of pay are provided in Table 6.
- A.8.2 A junior Employee appointed to Grade 1.1 or 1.2 is to be paid at the percentage of the appropriate adult salary and Annual Allowance for the position performed as shown in Table 6.

| Age                   | % of adult rate |
|-----------------------|-----------------|
| Under 17 years of age | 50              |
| 17 years of age       | 60              |
| 18 years of age       | 70              |
| 19 years of age       | 80              |
| 20 years of age       | 90              |

### Table 6: Junior Rates of Pay

# SCHEDULE B – GENERAL STAFF CLASSIFICATION STRUCTURE

# Classification

# **B.1** Classification Grades

- B.1.1 The criteria for the six classification grades of General Staff Employees are defined in Schedule B.6.
  - B.1.1.1 Movement between grades is dependent upon a position being reclassified on the basis that the requirements of the position may have changed and fulfil the criteria of another grade.
  - B.1.1.2 Where the Employer has made a definite decision to change and reclassify a position, the provisions in clause 8: Consultation apply.
  - B.1.1.3 An Employee may request the Employer to review their position for the purposes of reclassification on the basis that the requirements of their position may have changed and fulfil the criteria of another grade.

# **B.2** Classification Levels and Pay Rates

- B.2.1 The separate classification levels within grades and classification criteria are defined in Schedule B.5 and Schedule B.6.
- B.2.2 With the exception of Level 1.2, reclassification between levels may occur on the basis that the requirements of the position may have changed and fulfil the criteria of another level as defined in the criteria provided in Schedule B.6.
- B.2.3 Reclassification between Level 1.1 and 1.2 requires the Employee to have completed the period of service defined in Schedule B.3 at the third pay rate within Level 1.1.
- B.2.4 The separate pay rates within each classification level are provided in Table 4: Salaries for Full-time General Staff contained in Schedule A.6.

# **B.3** Progression Between Pay Rates Within Levels

- B.3.1 Progression between pay rates within a classification level:
  - B.3.1.1 occurs annually and is effective on 1 January each year
  - B.3.1.2 requires the Employee to have completed 12 months of continuous service within their current classification level and pay rate
  - B.3.1.3 requires the Employee to be fulfilling the criteria of their grade and level and not to be undertaking a formal performance management process.
- B.3.2 The exception to Schedule B.3.1 includes new Employees or Employees who have been reclassified to another level, and who must complete a minimum of six months of continuous service to be eligible for progression to the next pay rate within their classification level.
- B.3.3 There are no separate pay rates for progression within Level 6.2.

# **B.4 Commencement**

B.4.1 Upon commencement, an Employee will be classified at the first pay rate within the relevant classification grade and level.

# B.5 Classification for General Staff Employee Categories of Employment

B.5.1 A summary of the General Staff Employee classification grades and levels for categories of employment is provided in Table 7.

# Table 7: The Classification Grades and Levels for General Staff Employee Categories of Employment

|  |     | Grade 1 |     |     | Grade 2 |     | Gra | de 3 | Gra | de 4 | Grade<br>5 | Gra | de 6 |
|--|-----|---------|-----|-----|---------|-----|-----|------|-----|------|------------|-----|------|
| CORPORATE<br>SERVICES                    | 1.1 | 1.2     | 1.3 | 2.1 | 2.2     | 2.3 | 3.1 | 3.2  | 4.1 | 4.2  | 5          | 6.1 | 6.2  |
| CURRICULUM<br>SERVICES                   | 1.1 | 1.2     | 1.3 | 2.1 | 2.2     | 2.3 | 3.1 | 3.2  |     |      |            |     |      |
| CLASSROOM AND<br>EDUCATIONAL<br>SERVICES | 1.1 | 1.2     | 1.3 | 2.1 |         |     |     |      |     |      |            |     |      |
| OPERATIONAL<br>SERVICES                  | 1.1 | 1.2     | 1.3 | 2.1 | 2.2     | 2.3 |     |      |     |      |            |     |      |
| INSTRUCTIONAL<br>SERVICES                | 1.1 | 1.2     | 1.3 | 2.1 | 2.2     | 2.3 | 3.1 | 3.2  | 4.1 | 4.2  |            |     |      |
| WELLBEING<br>SERVICES                    |     |         |     |     |         |     | 3.1 | 3.2  | 4.1 | 4.2  | 5          | 6.1 |      |

# B.6 General Staff Classification Criteria

# B.6.1 GRADE 1 / LEVEL 1

# **OCCUPATIONAL EQUIVALENT**

Integration Aides, Dance Instructors, Student Support Officers, Learning Support Officers, Teachers' Assistants, Camp Assistants, Examination Supervisors, IT/AV Assistants, Maintenance Employees, Cleaning Employees, Kitchen Assistants and Stage Assistants.

# COMPETENCY

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

# GRADE 1 / LEVEL 1

# JUDGEMENT AND INDEPENDENCE

- ✓ Clear and detailed instructions are provided and tasks are covered by standard processes or instructions.
- ✓ Deviation from procedures or unfamiliar situations are referred to supervisory or management Employees.

# PROBLEM-SOLVING

✓ The focus is on maintaining existing systems and processes, solving routine issues and/or challenges using existing processes.

# COMMUNICATION

- ✓ Provides and receives routine information.
- ✓ Communication is mainly focused on routine issues.
- ✓ Understands procedures for effectively dealing with situations, such as students exhibiting challenging behaviours.

# SUPERVISION

- ✓ Close supervision, or in the case of more experienced Employees working alone, routine supervision is provided.
- ✓ Does not supervise other Employees.

#### QUALIFICATION AND SKILLS

✓ Completion of Year 12 or equivalent secondary course of study or relevant work experience.

#### **ROLE CRITERIA 1.1**

| CORPORATE<br>SERVICES           | Performs a range of general clerical and routine administrative tasks, including general telephone, counter and front office enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard administrative data, information and/or correspondence and documentation. |
|---------------------------------|--|
|                                 | Prepares standard documentation and data entry that requires little or no manipulation of information and/or data.   |
|                                 | Handles customer enquiries and referral to appropriate personnel where appropriate.  |
| CURRICULUM<br>SERVICES          | Performs a range of basic library transactions, processing, cataloguing, stocktaking, preparing and displaying materials, using circulation systems and general related clerical tasks.  |
|                                 | Under direction, assists teaching staff to take story groups.  |
|                                 | Maintains, controls and operates audio-visual equipment or scientific equipment.   |
|                                 | Performs routine technical support functions such as setting up and cleaning equipment.  |
| CLASSROOM<br>AND<br>EDUCATIONAL | Provides general assistance of a support nature to a teacher as directed, including with care of students on school excursions, sports days and other classroom activities.  |
| SERVICES                        | Assists student learning, either individually or in groups, under the supervision of a higher level<br>Employee or teacher.  |
|                                 | Assists with student learning, either individually or in groups, under the direction of a teacher.   |
| OPERATIONAL<br>SERVICES         | Completes basic cleaning or maintenance tasks under direct instruction, or school crossing supervision as required.  |
|                                 | Prepares spaces and venues before and after assemblies and special events.   |
| INSTRUCTIONAL<br>SERVICES       | Provides assistance to sporting teams/squads under the supervision of a teacher or a higher level<br>Instructional Services Employee.  |
|                                 | Assists with equipment and the preparation for, and conducting of, training sessions and/or sporting events.   |
|                                 |  |

# B.6.2 GRADE 1 / LEVEL 2

#### JUDGEMENT AND INDEPENDENCE

- ✓ Undertakes specific and defined tasks within established rules under close supervision in a clearly defined area.
- ✓ Plans and prioritises own work within defined timelines and is accountable for accuracy and timeliness of work.

#### PROBLEM-SOLVING

✓ Judgement is required to solve problems within existing policies and procedures.

#### COMMUNICATION

- ✓ Explains rules, procedures and operational policies to colleagues and/or students.
- ✓ Drafts and presents routine information, reports and correspondence to supervisor or manager.
- ✓ Understands and follows procedures for effectively dealing with people exhibiting challenging behaviours.

# SUPERVISION

- Close supervision, or in the case of more experienced Employees working alone, routine supervision is provided.
- ✓ Does not supervise others Employees.

#### QUALIFICATION AND SKILLS

✓ Completion of Year 12 or equivalent secondary course of study with three years' relevant work experience.

# **ROLE CRITERIA 1.2**

| CORPORATE SERVICES        |  |
|---------------------------|--|
| CURRICULUM SERVICES       | Same criteria as Grade 1.1, with a minimum of two years and six menths of  |
| CLASSROOM AND EDUCATIONAL | Same criteria as Grade 1.1, with a minimum of two years and six months of experience within the role at GGS or within a very similar role at another |
| SERVICES                  | school or organisation.  |
| OPERATIONAL SERVICES      |  |
| INSTRUCTIONAL SERVICES    |  |

# B.6.3 GRADE 1 / LEVEL 3

#### JUDGEMENT AND INDEPENDENCE

- ✓ Influences and has the capacity to change their work priorities and schedules in consultation with their supervisor.
- ✓ Selects from a range of acceptable options, processes or standards.

#### PROBLEM-SOLVING

✓ Identifies opportunities to improve processes and workflow within their work area and suggests improvements to their supervisor or manager.

#### COMMUNICATION

# Without Prejudice – Girton Grammar School Bendigo Enterprise Agreement 2022

- ✓ Liaises with stakeholders and external providers of goods and services.
- ✓ Suggests alternative approaches to processes and systems to colleagues or stakeholders.

# SUPERVISION

✓ Routine to general supervision is provided with some autonomy involved for routine tasks and activities.

# **QUALIFICATION AND SKILLS**

✓ Completion of a Certificate III or Certificate IV qualification or an equivalent level of workplace training and experience.

#### **ROLE CRITERIA 1.3**

| F                            |  |
|------------------------------|--|
| CORPORATE<br>SERVICES        | Instructs others in routine use of office equipment and computer systems, receipting payments and providing straightforward information and advice about policies, processes or the school.            |
|                              | Prepares standard correspondence and undertakes a range of other administrative duties requiring general supervision from a supervisor or line manager.  |
|                              | Ensures the efficient operation of the work area within existing policies and procedures.  |
|                              | Provides information technology support services, under close direction, and undertakes basic maintenance and repairs for less complex information technology equipment and hardware.                  |
|                              | May have responsibilities for one or more clearly defined functional areas of the school.  |
| CURRICULUM<br>SERVICES       | Ensures the efficient operation of a work area. Coordinates, organises and determines work priorities within their work area.  |
|                              | Provides technical assistance in the operation of a library, laboratory or technology centre, where some discretion and judgement are involved within existing policies, guidelines and/or procedures. |
|                              | Delivers information technology support services, under general direction.   |
|                              | Provides instruction relating to technical systems or scientific processes.  |
| CLASSROOM AND<br>EDUCATIONAL | Liaises between the school, the student and/or the student's family, where some discretion and judgement is required regarding the manner and type of information provided.                            |
| SERVICES                     | Requires specialised training and/or instruction when providing student support services.  |
|                              | Provides assistance with the educational program, where limited discretion and judgement is provided.  |
| OPERATIONAL<br>SERVICES      | Completes general handyperson work, such as minor repairs and refurbishments of campus infrastructure, basic carpentry, painting, grounds maintenance or gardening.                                    |
|                              | Cleans and inspects machinery after each use and reports on the need for repairs and or specialist servicing to the appropriate supervisor or manager.   |
|                              | Liaises and interacts with external service providers such as trades people, retail and wholesale providers.   |
|                              | Ensures OH&S requirements and procedures are followed, and where necessary, risk assessments undertaken in their work area.  |
|                              | Instructs students as part of an extra-curricular or co-curricular program.  |
| SERVICES                     | Assists with the preparation of equipment and conducts training sessions and/or sporting events.   |
| l                            |  |

# **OCCUPATIONAL EQUIVALENT**

Library Assistants, IT Classroom Support, Information Technology, Administrative Assistants, Office Support, Corporate Support, Reception, Personal Assistants, Accounts, Supervisors, Sports Coaches and Sports Assistants.

# 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 performed in a variety of contexts. There is complexity in the range and choice of tasks 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 judgement are required in planning, selection of equipment, work organisation, service provision, actions and achieving outcomes within time constraints.

#### QUALIFICATION AND SKILLS

Duties at this level typically require a skill level which assumes and requires qualifications, knowledge or training equivalent to:

- (i) completion of a diploma-level qualification with some relevant work-related experience; or
- (ii) completion of a Certificate IV with relevant work experience; or
- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training; or
- (iv) completion of a Certificate III with extensive relevant work experience; or
- (v) an equivalent combination of relevant experience and/or education/training.

# B.6.5 GRADE 2 / LEVEL 1

#### JUDGEMENT AND INDEPENDENCE

- ✓ Exercises professional judgement about the application of rules under supervision.
- ✓ Suggests improvements to procedures within the work area.

#### PROBLEM-SOLVING

✓ Suggests improvements to supervisor and implements improvements to the operations of their work area.

# COMMUNICATION

✓ Sound communication and interpersonal skills with the capacity to positively influence outcomes when working with others, such as students, clients, colleagues, service providers, parents and/or key stakeholders.

#### 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.
- ✓ Supervision of other Employees may be required.
- ✓ When Employees are working alone, they may be required to work autonomously.

# **ROLE CRITERIA 2.1**

| CORPORATE<br>SERVICES                   | Enters financial data and prepares financial and management reports for review and authorisation.         Undertakes bank and ledger reconciliations.         Manages enquiries from students, parents, Employees, service providers and the general public.         Assists with preparation of internal and external publications.         Undertakes more complex repairs and maintenance to IT hardware and the implementation/installation of software products.         Provides administrative support to senior management, including arranging appointments, |
|---|---|
|   | diaries and preparing both confidential and general correspondence.   |
| CURRICULUM                              | Supervises the operation of library circulation systems.  |
| SUPPORT                                 | Demonstrates and instructs students and Employees with respect to the use of complex scientific equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas.   |
|   | Tests and demonstrates experiments with teachers and students.  |
|   | Assists students and Employees to access information and in the use of equipment in a library, laboratory or a technology centre requiring some discretion and judgement.   |
| CLASSROOM AND<br>EDUCATIONAL<br>SUPPORT | Assists student learning, where some discretion and judgement is required, including evaluation and assessment of the learning needs of students, under the supervision of a teacher.   |
|   | Undertakes some responsibility for other Employees in the work area, including providing assistance and/or guidance to other Employees.   |
|   | Liaises between the school, the student and the student's family, where some discretion and judgement are involved.   |
| OPERATIONAL<br>SUPPORT                  | Organises, oversees and supervises the work of other maintenance Employees, including managing rosters, work schedules and leave.   |
|   | Plans, schedules and supervises all aspects of grounds maintenance.   |
|   | Undertakes tasks which require a trade qualification.   |
| INSTRUCTIONAL<br>SERVICES               | Provides assistance to individuals under the supervision of a teacher or an Instructional Services<br>Employee.   |

# B.6.6 GRADE 2 / LEVEL 2

#### JUDGEMENT AND INDEPENDENCE

- ✓ Exercises professional judgement regarding the application of rules or the selection of choices within guidelines.
- ✓ Initiates improvements to procedures and the operations within their work area.

#### PROBLEM-SOLVING

- ✓ Demonstrates problem-solving in processing work.
- ✓ Independently exercises judgement and problem-solving skills when working autonomously.

#### COMMUNICATION

✓ Sound communication and interpersonal skills, with the capacity to positively influence outcomes when working with others, such as students, clients, colleagues, service providers, parents and/or key stakeholders and small groups.

#### **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.
- ✓ May supervise or coordinate others to achieve objectives, including liaison with Employees at higher levels.
- ✓ May be required to work autonomously.

#### **ROLE CRITERIA 2.2**

| CORPORATE                 | Responsible for office support services including controlling purchasing and invoicing for a  |
|---------------------------|---|
| SERVICES                  | discrete function.  |
|                           | Documents meeting outcomes in more complex situations and develops spreadsheets and uses database applications.   |
|                           | Undertakes responsibility for the coordination and ongoing management of fundraising activities.  |
|                           | Uses information technology software packages and applications including desktop publishing, database and/or web software, at an advanced level.  |
|                           | Undertakes more complex repairs and maintenance of IT hardware.   |
|                           | Prepares monthly summaries of debtor and creditor ledger transactions, including reconciliations.   |
| CURRICULUM<br>SUPPORT     | Exercises discretion in use of equipment in a laboratory or technical setting and decision-<br>making when undertaking actions to achieve desired learning outcomes.                              |
|                           | Designs and demonstrates experiments within a variety of routines, methods and experiences under supervision of teachers, where discretion and judgement are required.                            |
|                           | Implements and maintains appropriate procedures for safe storage, control, handling or disposal of dangerous good or substances in accordance with OH&S legislative requirements and obligations. |
| INSTRUCTIONAL<br>SERVICES | Develops sports training sessions and programs and coaches individuals and/or teams/squads in specific sporting disciplines.  |
|                           | Supervises Instructional Services Employees at a lower classification level.  |

# B.6.7 GRADE 2 / LEVEL 3

#### JUDGEMENT AND INDEPENDENCE

- ✓ Demonstrates sound judgement to initiate improvements to procedures and processes to achieve desired outcomes within the work area.
- ✓ Manages finances and resources for their work area.

#### PROBLEM-SOLVING

- ✓ Assesses and analyses contributing factors relating to problems and challenges associated with achieving outcomes, and demonstrates creativity in finding solutions.
- ✓ Provides advice and contributes to decision-making by others.

# COMMUNICATION

- ✓ Conducts information sessions involving small groups.
- ✓ Conceptualises and explains concepts and policies to clients, stakeholders and staff.
- ✓ Provides communication guidance to less experienced colleagues.

# SUPERVISION

- ✓ Supervision is generally present to establish general objectives relative to a specific project, outline the desired end-product and identify potential resources for assistance.
- ✓ Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks.
- ✓ Supervises others to establish general objectives relative to a specific project or general direction depending upon experience and the complexity of the tasks.

#### **ROLE CRITERIA 2.3**

| CORPORATE<br>SERVICES     | Monitors and administers straightforward contracts or service agreements within a well-<br>defined process.   |
|---------------------------|---|
|                           | Manages performance of activities through monitoring and reporting.   |
|                           | Supervises the maintenance of hardware and software components of an ICT network and provides support to users.   |
|                           | Prepares complex financial and administrative reports, under the supervision of a Manager.  |
|                           | Undertakes assignments requiring professional experience and well-developed problem-<br>solving skills.   |
|                           | Undertakes complex IT system repairs and upgrades.  |
|                           | Undertakes special projects where an advanced level of analytical and administrative skill are required.  |
|                           | Modifies routine scientific, technical or specialist procedures.  |
|                           | Is responsible for managing an identifiable functional unit, which may involve the supervision of other Employees.  |
|                           | Assembles non-standard technical systems or equipment to specification.   |
| INSTRUCTIONAL<br>SERVICES | Coaches individuals and/or sporting teams and squads, including developing and implementing individual and/or team-specific training sessions and programs. |
|                           | Supervises Instructional Services Employees at a lower classification level.  |

# **OCCUPATIONAL EQUIVALENT**

Personal Assistants, Registrar, Office Coordinators, Technicians and Laboratory Manager, Human Resources Officer and Assistant Property Manager.

#### COMPETENCY

Competency at this level involves self-directed application of specialist knowledge and expertise. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are applied autonomously for both routine processes, systems, policies or in the absence of specific processes, systems or policies. Discretion and judgement are required in planning and selecting appropriate equipment, methods of service delivery and techniques and the organisation of work and/or supervision of other Employees.

### QUALIFICATION AND SKILLS

Duties at this level typically require skills which require knowledge or training equivalent to:

- (i) completion of a degree and may require some relevant work experience; or
- (ii) completion of a diploma or advanced diploma qualification with relevant work experience; or
- (iii) completion of a Certificate IV and extensive relevant work experience; or
- (iv) completion of a post-trades certificate and extensive relevant experience as a technician; or
- (v) an equivalent combination of extensive relevant experience and education/training.

# B.6.9 GRADE 3 / LEVEL 1

#### JUDGEMENT AND INDEPENDENCE

- ✓ Leadership is exercised where appropriate to the role.
- ✓ Manages budget or resources for the work area.
- ✓ Self-directed application of specialist knowledge and expertise.
- ✓ A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts.

#### PROBLEM-SOLVING

✓ Initiates and implements improvements to procedures, processes, systems and/or policies within the work area.

# COMMUNICATION

- ✓ Communicates issues, concepts and policies and provides advice on preferred options and/or solutions.
- ✓ Well-developed interpersonal and communication skills required for advocacy, negotiation and effective management of relationships with clients, service providers, colleagues, peers and managers.
- ✓ Plans, leads and facilitates information sessions and consultative processes in a range of settings.

#### SUPERVISION

- ✓ Provided with general direction, depending on the duties, tasks and the Employee's level of experience.
- ✓ May supervise, direct or coordinate staff at levels below the Employee's classification.

# **ROLE CRITERIA 3.1**

| CORPORATE                 | Undertakes a wide range of clerical, administrative or secretarial duties at an advanced level,  |
|---------------------------|--|
| SERVICES                  | including providing support services to senior management.   |
|                           | Enters financial data and prepares financial or management reports for review and authorisation.<br>Provides support to senior management and/or associated committees related to aspects of   |
|                           | the management of the school.  |
|                           | Undertakes information technology tasks requiring professional qualifications, contemporary expertise and experience, including the analysis, evaluation, design, development and ongoing delivery of information technology systems, software and hardware. |
|                           | Coordinates work programs and provides advice to management on the development of policies and procedures.   |
|                           | Applies theoretical knowledge and expertise to provide advice, communications, develop policies, procedures and systems that may have application and implications at some or all levels of the school.  |
| CURRICULUM<br>SUPPORT     | Leads a small team of specialists (Technicians) and has responsibility to manage a function and/or infrastructure and equipment that provides a range of related technical services.   |
|                           | Utilises specialist expertise to design and demonstrate experiments in collaboration with teachers to support the educational outcomes, where discretion and judgement are required.   |
|                           | Liaises with teachers on curriculum and desired educational experiences, including undertaking research on options and alternative systems or experiments.   |
| INSTRUCTIONAL<br>SERVICES | Requires accredited coaching qualifications and may possess appropriate professional sporting experience.  |
|                           | Oversees sports coaching programs, training sessions and competition for individuals and/or teams/squads and associated tactics and game plans, and provides feedback to students and Coaches post-competition.  |
|                           | Has responsibility to manage multiple teams/squads and supervise other Coaches and Assistants within a sporting discipline.  |

# B.6.10 GRADE 3 / LEVEL 2

# JUDGEMENT AND INDEPENDENCE

- ✓ Reviews decisions, assessments and recommendations from less experienced team members.
- ✓ Determines the work organisation of the work area.

# PROBLEM-SOLVING

- ✓ Initiates, assesses and responds to procedure and process changes in the work area.
- ✓ Identifies and applies developments within a professional field to problem-solving within the work area.

# COMMUNICATION

- Plans, leads and facilitates consultative processes in a range of settings involving complex and often more difficult or sensitive issues.
- ✓ Prepares complex operational reports requiring in-depth, evidence-based analysis.

# SUPERVISION

- ✓ Provided with general direction, depending on the duties, tasks and the Employee's level of experience.
- ✓ May supervise, direct or coordinate staff at levels below the Employee's classification.

# **ROLE CRITERIA 3.2**

| CORPORATE<br>SERVICES     | Assists with preparation of internal and external publications.   |
|---------------------------|---|
|                           | Prepares and analyses reports from corporate databases to support decision-making in the broader work area.   |
|                           | Prepares the accounts of the school to operating statement stage and assists in formulating period and year-end entries.  |
|                           | Oversees the operations of a school office/functional area and other related administrative activities.   |
|                           | Takes detailed technical responsibility for product development and provision of specialised professional information technology systems, facilities and functions. |
|                           | Outlines and assigns work, reviews it for accuracy and adequacy, and may plan, direct, coordinate and supervise the work of other professional and technical staff. |
| INSTRUCTIONAL<br>SERVICES | Instructs and prepares instrumental music students for external examinations in their discipline as part of an extra-curricular program.                            |

#### B.6.11 GRADE 4

#### **OCCUPATIONAL EQUIVALENT**

Executive Support, Payroll, Coordinators, Managers and Music Tutors.

#### COMPETENCY

Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilises a broad range of skills to deliver specialised services.

Competencies are normally applied independently and are substantially non-routine.

Employees have a defined level of accountability and may operate individually or as a member of a team.

Significant discretion and judgement are required in planning and designing professional, technical or supervisory functions related to services, operations or processes.

Employees are expected to identify and plan their own professional development to further develop their knowledge and skills, relevant to the position.

Performs 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 relevant to the area of work and accountability. Employees working within technical and administrative areas require a depth and/or breadth of expertise developed through extensive relevant experience, training, and application.

# QUALIFICATION AND SKILLS

Duties at this level typically require skills and knowledge acquired from a combination of qualifications, training and experience equivalent to:

- (i) a degree with relevant experience; or
- (ii) extensive experience and specialist expertise or broad knowledge in a technical or administrative field; or
- (iii) an equivalent combination of extensive relevant experience and education/training.

# SUPERVISION

- ✓ The level of direction may vary depending on the role and work requirements. In some positions, regular or general direction may be provided on occasions. Whilst in other positions, broad and less regular direction is provided. Typically, Employees would provide feedback, when required, to their line manager on the progress against established objectives and work responsibilities.
- ✓ Positions may have supervisory and line management responsibility for individuals or small teams of General Staff Employees.

# B.6.12 GRADE 4 / LEVEL 1

#### JUDGEMENT AND INDEPENDENCE

- ✓ Contributes to strategic planning and undertakes operations planning to identify resources requirements and their allocation.
- ✓ Provides guidance to others in the work area and/or related areas.
- ✓ Analyses and reports on data, provides advice and contributes to decision-making by others.

# PROBLEM-SOLVING

 Innovative thinking is an inherent feature of the job, including the capacity to obtain relevant data and evidence required to accurately assess needs and related factors and propose options and solutions to resolve issues and improve operations.

# COMMUNICATION

✓ Communicates with a broad range of colleagues, key stakeholders and service providers, and advises and explains issues, concepts and policies that require specialist knowledge and expertise.

# **ROLE CRITERIA 4.1**

| CORPORATE<br>SERVICES     | Responsible for the operations and provision of services for a specific function.   |  |
|---------------------------|---|--|
|                           | Provides professional advice to students, Employees and external stakeholders within the Employee's area of expertise and responsibilities.   |  |
|                           | Responsible for the supervision and management of an individual and/or small team, including the provision of performance and professional development opportunities and/or provision of professional development to other Employees for which they do not have supervisory or management responsibility. |  |
|                           | Contributes to operational and strategic planning within their area of responsibility.  |  |
| INSTRUCTIONAL<br>SERVICES | Prepares instrumental music students for external examination in their discipline and, where appropriate, ensures the maintenance and care of instruments.  |  |
|                           | Manages and delivers the full coaching/training program or a significant distinct part of a coaching/training program for one or more sporting disciplines.   |  |
| WELLBEING<br>SERVICES     | Provides guidance and counselling to students, with defined accountabilities and responsibilities.  |  |
|                           | Provides primary nursing care to students, including the associated reporting and administrative responsibilities and liaison with parents/families and relevant staff, where required.   |  |

# B.6.13 GRADE 4 / LEVEL 2

# JUDGEMENT AND INDEPENDENCE

- ✓ Improves and/or resolves service delivery issues to ensure operational objectives are achieved within their work area.
- ✓ Interprets and applies and may modify guidelines and policies related to their area of responsibility, which may require innovation and research.

# PROBLEM-SOLVING

✓ Applies research and contemporary practices and/or formulates innovative solutions to improve the operations, service delivery and outcomes within their area of functional responsibility.

# COMMUNICATION

- ✓ Applies well-developed communication and interpersonal skills to inform and influence decisionmaking and gain commitment from Employees and key stakeholders to achieve operational objectives.
- ✓ Prepares reports, briefs and correspondence on complex issues that impact at a program and/or organisational level.
- ✓ Develops and implements operational communications and consultation strategies on specific projects.

| CORPORATE<br>SERVICES     | Researches and develops recommendations in a specific field of expertise and manages projects, usually under limited direction.   |
|---------------------------|---|
|                           | Develops and implements operational policy, procedures and processes which impact the immediate work area and may have organisational implications.   |
|                           | Possesses high-level diagnostic skills to maintain whole-of-school equipment or systems, such as information technology systems and infrastructure.   |
|                           | Recommends and coordinates the allocation of resources to their immediate manager to meet service delivery priorities and outcomes.   |
|                           | Provides specialist professional advice to either students, Employees and/or external stakeholders within the Employee's area of expertise and responsibility.  |
| INSTRUCTIONAL<br>SERVICES | Conducts and coordinates a school choir, band and/or musical ensemble.  |
| WELLBEING<br>SERVICES     | Provides specialist health services, counselling and/or psychological services to students requiring relevant professional registration and AHPRA (Australian Health Practitioner Registration Agency) accreditation. |

# **ROLE CRITERIA 4.2**

#### B.6.14 GRADE 5

# OCCUPATIONAL EQUIVALENT

Wellbeing Services (such as a Counsellor/Psychologist, Nurse and/or Career Practitioners) and Corporate Services (such as Information Technology and Finance).

# COMPETENCY

Within constraints set by senior management, Employees exercise initiative in the application of professional practices, demonstrating independent discretion and judgement to provide services across the school. An Employee at this level is responsible for tasks that have a high degree of complexity, require specialist knowledge and experience and may require professional accreditation.

An Employee may be required to interpret and respond to policy, legislation, risk and governance standards and the reporting guidelines and obligations of the school.

In specific professional or technical positions, the Employee may be recognised as an authority within their field.

# QUALIFICATION AND SKILLS

Duties at this level typically require skills and knowledge obtained from relevant qualifications and training equivalent to:

- (i) a degree with at least four years of relevant experience; or
- (ii) extensive experience and management expertise in technical or administrative fields, in combination with relevant post-secondary qualifications (Diploma) and training.

### JUDGEMENT AND INDEPENDENCE

- ✓ Contributes to strategic business planning and the development of operational plans that support strategic objectives.
- ✓ Undertakes work with a high degree of autonomy and may supervise or manage other Employees and larger teams. Responsibilities may require the interpretation of policy which has an impact at a whole-of-school level.
- ✓ Is accountable for the organisation and planning of their work and/or team, including the allocation of resources within their work area.

#### PROBLEM-SOLVING

✓ Responsibilities may require innovation, research and the application of specialist knowledge to resolve issues and improve service provision, including adapting and modifying procedures, policies, processes and/or systems that have school-wide implications.

#### COMMUNICATION

- ✓ Initiates and maintains relationships with peers and senior internal and external stakeholders.
- ✓ Possesses the interpersonal and communication skills to explain complex situations, generate cooperation and influence decision-making to achieve desired outcomes.
- ✓ Negotiates with stakeholders and peers to gain understanding and cooperation to effectively meet timelines for the delivery of advice, projects or services.
- ✓ Requires high-level report writing skills, with the ability to prepare technical reports that meet the needs of the intended audience/user.

#### SUPERVISION

✓ Broad direction and will be responsible for developing the operational objectives and prioritising tasks of a function or service and/or those of a team. May have responsibility to manage other Employees.

# **ROLE CRITERIA 5**

| CORPORATE<br>SERVICES | Manages a function, including the budget and resources and other Employees, where appropriate.  |
|-----------------------|---|
|                       | Prepares advice, reports, proposals or submissions for senior management/executive of the school and/or outside bodies that require a high level of specialist expertise and knowledge. |
|                       | Provides specialist professional services and/or advice to the Principal or a Senior Manager.   |
|                       | Performs tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques, methods and specific knowledge.                    |
| WELLBEING<br>SERVICES | Provides counselling/psychological or health education services and resources to the school community, in addition to providing primary care with its associated administrative duties. |

#### B.6.15 GRADE 6

#### **OCCUPATIONAL EQUIVALENT**

Heads of Department or services and Managers that have responsibility for the provision of whole-of-school services for students, members of the school community and/or all Employees.

# COMPETENCY

The role is recognised as a profession and the Employee is practising their profession at an expert level. Competencies will require the ability to develop, manage, advise and oversee all aspects of service provision, resources and/or other Employees.

# QUALIFICATION AND SKILLS

Duties at this level typically require a skill level which assumes and requires qualifications, training, knowledge and relevant experience equivalent to:

(i) postgraduate qualifications and extensive relevant work experience; or

(ii) relevant tertiary qualifications and extensive relevant work experience within a similar role.

# B.6.16 GRADE 6 / LEVEL 1

# JUDGEMENT AND INDEPENDENCE

- ✓ Responsible for the development and implementation of programs and services within their area of expertise and role.
- ✓ Has responsibility to contribute to the development of and provide advice on strategic and operational business planning. The Employee is responsible for developing and providing services that have school-wide impact upon staff and/or students and the school community. Provides expert advice on all aspects of service provision related to their role to the Senior Management, School Executive and/or Board.
- ✓ Has the authority to make decisions not usually subject to technical review and decide courses of action necessary to accomplish assigned projects and/or ensure effective service provision. May make recommendations involving significant resources and/or long-range strategic and operational objectives on behalf of the school.
- ✓ Responsible for the development and application of associated policies, systems, guidelines and related external reporting and governance obligations and requirements. The advice provided is recognised as expert, contemporary and best-practice.

# PROBLEM-SOLVING

✓ Identifies, advises and responds to new and emerging strategic issues and opportunities that affect the school operations and educational environment and services.

# COMMUNICATION

- Requires high-level communication and interpersonal skills to advise, explain, consult, negotiate and generate cooperation and commitment to the provision of best-practice services and when resolving complex issues or change processes.
- ✓ Explains highly complex concepts, ideas and issues to the leadership team to ensure appropriate management and strategic planning.

# SUPERVISION

✓ Broad direction is provided by the Executive/leadership team, with an expectation that the Employee will work autonomously and provide regular updates on progress against agreed strategic and operational objectives. The Employee will have responsibility for the management of a service(s) or function(s) and may manage small-to-large departments, including Employees providing a combination of multidisciplinary services (such as Corporate, Operational and Wellbeing Services).

# **ROLE CRITERIA 6.1**

| CORPORATE<br>SERVICES | Actively contributes and has responsibility for strategic planning and corporate initiatives and their implementation, evaluation and continuous improvement.   |
|-----------------------|---|
|                       | Manages a function, other Employees, and allocates resources and associated budgets that provide services across the school.  |
|                       | High-level expertise in a field or discipline that provides advice and support to all relevant areas of the school.   |
| WELLBEING<br>SERVICES | Provides health or counselling/psychological services to students and their families and associated education, and support to staff.  |
|                       | Has responsibility for all aspects of service provision, administration and management of other Wellbeing Service Employees and provides expert advice to the School Executive and/or Senior Managers and Heads of Department on best practice. |

# B.6.17 GRADE 6 / LEVEL 2

# JUDGEMENT AND INDEPENDENCE

✓ In addition to the level of responsibilities at Grade 6.1, Employees at this level are responsible for strategic planning and the provision of expert advice to the School Executive and/or Board. Positions will be Senior Managers and/or members of the school leadership team and/or Executive.

#### PROBLEM-SOLVING

✓ Has responsibility and the expert knowledge to identify, advise and implement responses to effectively manage new and emerging strategic issues and opportunities that affect the school operations and educational environment and services.

# COMMUNICATION

- Provides and receives complex, sensitive and confidential information, where high levels of negotiation, communication and interpersonal skills are required to influence and adapt school-wide programs and processes to achieve organisational goals and objectives.
- ✓ Represents the school when liaising or negotiating with external service providers, key stakeholders and other organisations.

#### SUPERVISION

✓ Has responsibility for a portfolio and is required to work with a high level of autonomy. Will have management responsibility for a functional area(s) and services and manages other Employees within the one or more of Corporate, Operational and Wellbeing Services.

# ROLE CRITERIA 6.2

| CORPORATE             | Provides leadership and guidance and is responsible for the management of a function or   |
|-----------------------|---|
| SERVICES              | multiple functions that provide services across the school.   |
|                       | Responsible for the development of strategic plans and overseeing development and implementation of operational plans, and associated allocation of resources, budgets and Employees. |
|                       | Utilises their expertise and the expertise of other Employees to achieve the strategic, operational and service objectives of the school.   |
|                       | Manages a range of strategic Corporate and/or Operational functions, each with significant budgets, Employees and responsibilities of strategic importance to the school.             |
|                       | Leads strategic whole-of-school initiatives which significantly impact and influence the operations and services of the organisation.   |
| WELLBEING<br>SERVICES | Manages a Wellbeing function with significant budgetary and staff management responsibilities and implications on the wellbeing of students and their families.                       |

# **Signatories Page**

# **EMPLOYER REPRESENTATIVE**

Girton Grammar School ABN [99057292752]

Signed:

Date:

Name in full (printed):

Position Title:

Authority to sign explained:

Address:

Witnessed by:

Witness name in full:

Witness address:

MaDRIOMO

Dr Emma O'Rielly

Principal

**CEO Employer** 

105 Mackenzie Street, Bendigo Cathy Mylon

105 Mackenzie Street, Bendigo 3550

# **EMPLOYEE REPRESENTATIVE**

Signed:

Date:

Name in full (printed):

Position Title:

Authority to sign explained:

Address:

Witnessed by:

Witness name in full:

Witness address:

22

Scott Langan

Head of House/Teacher

Staff Association President

105 MacKenzie Street, Bendigo VUS

DAVIS AWN

105 MacKenzie Street, Bendigo 3550

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/4556

Applicant: Girton Grammar School Bendigo Ltd.

Section 185 – Application for approval of a single enterprise agreement

# Undertaking – Section 190

I, Dr Emma O'Rielly, Principal, have the authority given to me by Girton Grammar School Bendigo to give the following undertakings with respect to the Girton Grammar School Bendigo Enterprise Agreement 2022 ("the Agreement"):

- 1. The full-time salary for a General Staff Employee classified as a Grade 6.1 Specialist Staff Employee is \$100,000 per annum, effective as of 1 July 2022.
- 2. The full-time salary for a General Staff Employee classified as a Grade 6.2 Senior Executive Employee is \$105,000 per annum, effective as of 1 July 2022.

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

nmaORiell

Signature

17 November 2022

Date