



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

William Sweeney T/A Melbourne Anglican Diocesan Schools Commission
(AG2022/4831)

HUME ANGLICAN GRAMMAR AGREEMENT 2022

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 28 NOVEMBER 2022

Application for approval of the Hume Anglican Grammar Agreement 2022

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

[2] I am satisfied that each of the requirements of sections 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

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

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



DEPUTY PRESIDENT

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Hume Anglican Grammar Agreement 2022



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Part 1— Application and Operation

1. Title

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

2. Commencement and period of operation

- 2.1** Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.
- 2.2** The nominal expiry date of the Agreement is 31 January 2025.

3. Definitions and interpretation

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Award	means the <i>Educational Services (Schools) General Staff Award 2020</i> (General Staff Award) and the <i>Educational Services (Teachers) Award 2020</i> (Teachers Award), or its successor(s), unless separately specified
Casual Employee	means a person engaged as such, including a casual Teacher and a casual General Staff Employee
Employee	means a person covered by this Agreement
Employer	means Melbourne Anglican Diocesan Schools Commission (ABN 72116666883)
Five year trained teacher	means a teacher who has completed an undergraduate degree or a degree in education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching
Four year trained teacher	means a teacher: <ul style="list-style-type: none"> • who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university; or • who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching
FWC	means the Fair Work Commission or its successor
General Staff Employee	means an Employee other than a Teacher who is covered by this Agreement and who is employed as a: <i>Classroom Support Services Employee</i> : with the principal duties being to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students

	<p><i>Curriculum/Resources Services Employee</i>: with the principal duties being to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre</p> <p><i>School Administration Services Employee</i>: with the principal duties being in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management</p> <p><i>School Operational Services Employee</i>: with the principal duties being to support the other services of the school, including but not limited to:</p> <ol style="list-style-type: none"> i. construction, plumbing, carpentry, painting and other trades ii. cleaning, maintenance, school facility management iii. security, caretaking iv. gardening, turf management, farming v. retailing – canteen, uniform shop, book shop vi. cooking/catering, housekeeping, laundry vii. bus driving, vehicle maintenance <p><i>Wellbeing Services Employee</i>: with the principal duties are to support the health and wellbeing of students, and Employees, where appropriate. This may include home/school liaison, counsellors and therapists</p>
Immediate family	<p>means</p> <ul style="list-style-type: none"> • a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee, (or former spouse or de facto partner), step-relations (for example, step-parent and step-child), adoptive relations. <p>where:</p> <ul style="list-style-type: none"> • a de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes) • a child means an adopted child, a step-child or an ex-nuptial child of the Employee or of the Employee's spouse or de facto partner
LSL Act	<p>means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor</p>
Medical Practitioner	<p>means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia</p>

NES	means the National Employment Standards as contained in Part 2-2 of the Act
Non-term weeks	means weeks, or part thereof, in the School year other than term weeks and includes periods designated as school holidays for students
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic)</i> or its successor
Principal	means the Principal of Hume Anglican Grammar or his or her nominee
School year	means the period of 12 months commencing from the day the Employees are required to attend the school for the new educational year, as determined by the Employer, and includes Term weeks and Non-term weeks
Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic)</i> (or its successor) and is employed to teach an educational program to primary and/or secondary students. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Term weeks	means the weeks, or part thereof, in the School year that students are required to attend school and designated student free days as set out in the school calendar of the School
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i> or its successor
WIRC Act	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)</i> or its successor.

4. Coverage

4.1 This Agreement covers:

- (a)** the Employer;
- (b)** Teachers; and
- (c)** General Staff Employees, as defined in cl.3 – Definitions and interpretation.

4.2 This Agreement does not cover:

- (a)** the Principal;
- (b)** a Deputy Principal, by whatever name called;
- (c)** Casual employees, as defined in cl.3 - Definitions and interpretation;
- (d)** the Business Manager, however named, being the most senior administrative Employee employed with the delegated authority to act for the Employer;
- (e)** any Employee who earns more than the high-income threshold as defined by s.333 of the Act as amended pursuant to the *Fair Work Regulations 2009* (Cth) from time to time;
- (f)** apprentices;
- (g)** trainees; and
- (h)** employees on a supported wage system.

5. Relationship to Awards

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

6. No extra claims

The Employer and Employees agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made prior to the nominal expiry date as set out in cl.2.2 hereof.

7. The National Employment Standards

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

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

8. Agreement flexibility

- 8.1** An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a)** the Agreement deals with one or more of the following matters:
 - (i)** arrangements about when work is performed;
 - (ii)** overtime rates;
 - (iii)** penalty rates;
 - (iv)** allowances;
 - (v)** leave loading; and
 - (b)** the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
 - (c)** the arrangement is genuinely agreed to by the Employer and Employee. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the Employer.
- 8.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a)** are about permitted matters under s.172 of the Act; and
 - (b)** are not unlawful terms under s.194 of the Act; and
 - (c)** result in the Employee being better off overall at the time the agreement is made than the Employee would be if no arrangement was made.
- 8.3** The Employer must ensure that the individual flexibility arrangement:
- (a)** is in writing; and
 - (b)** includes the name of the Employer and Employee; and
 - (c)** is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d)** includes details of:
 - (i)** the terms of the Agreement that will be varied by the arrangement; and
 - (ii)** how the arrangement will vary the effect of the terms; and
 - (iii)** how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv)** states the day on which the arrangement commences.
- 8.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5** The Employer or Employee may terminate the individual flexibility arrangement:
- (a)** by giving 28 days' written notice to the other party to the arrangement; or
 - (b)** if the Employer and Employee agree in writing — at any time.
Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause are not met, then the agreement may be terminated by either the Employee or the Employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

Part 2— Consultation and Dispute Resolution

9. Consultation

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

In this clause: **relevant Employees** means the Employees who may be affected by a change referred to in cl.9.1 (a) or (b).

Consultation regarding major workplace change

- 9.2** For a major change referred to in cl.9.1 (a):
- (a)** the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b)** cl.9.3 to 9.9 apply.

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

- 9.4** If:
- (a)** a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
 - (b)** the Employee or Employees advise the Employer of the identity of the representative,

the Employer must recognise the representative.

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

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

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

- 9.8** If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl.9.2(a) and cll.9.3 and 9.5 are taken not to apply.
- 9.9** In this clause, a major change is **likely to have a significant effect on Employees** if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Consultation about changes to regular roster or hours of work

- 9.10** For a change referred to in cl.9.1 (b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) cll.9.11 to 9.15 apply.
- 9.11** The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 9.12** If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
 - (b) the Employee or Employees advise the Employer of the identity of the representative,
- the Employer must recognise the representative.
- 9.13** The Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion, provide to the relevant Employees:
 - (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 9.14** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.15** The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 9.16** For the purposes of cl.9.11 to 9.15, the Employer's educational timetable in respect of academic classes and student activities, which:
- (a)** may operate on a term, semester or a School year basis, and
 - (b)** ordinarily changes between one period of operation and the next, and
 - (c)** may change during the period of operation,
- is not a regular roster.
- 9.17** However, where a change to the Employer's educational timetable directly results in a change:
- (a)** to the number of ordinary hours of work of an Employee, or
 - (b)** to the spread of hours over which the Employee's ordinary hours are required to be worked, or
 - (c)** to the days over which the Employee is required to work, cl.9.11 to 9.15 will apply.

10. Dispute resolution

- 10.1** If a dispute relates to:
- (a)** a matter arising under the Agreement, or
 - (b)** the NES,
- this clause sets out procedures to settle the dispute.
- 10.2** An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 10.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and the Principal.
- 10.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 10.5** The FWC may deal with the dispute in two stages:
- (a)** the FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
 - (b)** if the FWC is unable to resolve the dispute at the first stage, the FWC may arbitrate the dispute and 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 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 Act. Therefore, an appeal may be made against the decision.

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

11. Consultative Committee

11.1 A Consultative Committee will be maintained for the duration of this Agreement.

11.2 Composition

The Consultative Committee will be made up of employees and comprises:

1. Principal (Chair)
2. Business Manager
3. Primary School Teaching Staff Representative (P-6)
4. Secondary School Teaching Staff Representative (7-12)
5. General Staff Representative
6. IEU Representative

This may be amended by mutual agreement of the Consultative Committee.

11.3 Each member may elect to have a proxy if unable to attend a meeting.

11.4 A minute secretary will be appointed to record proceedings only.

11.5 An Employee may attend a meeting of the Consultative Committee as a guest and others may be invited to attend on an as needs basis by the Principal.

11.6 The range of discussion items will include but is not limited to:

- (a)** workload issues and work allocation;
- (b)** policy development and review;
- (c)** career opportunities and advancement;
- (d)** incentive schemes;
- (e)** access to professional development;

- (f) placement, appointment and promotion procedures for employees;
- (g) equal opportunity;
- (h) return to work practices; and
- (i) staff welfare.

11.7 Members of the Consultative Committee shall present matters for consideration within the areas identified in cl. 11.6. The minutes will outline the discussion and provide an explanation of the outcomes.

11.8 Record of Meetings

The Agenda is the responsibility of the Chair (Principal). Agenda items are to be submitted to the Chair no less than one week prior to the day of the meeting. The Agenda, including relevant papers, will be circulated three working days before the meeting date. Minutes are recorded by the Minute Secretary and distributed to all employees no more than two weeks after the meeting date.

Part 3—Conditions for all Employees

12. Remuneration packaging

- 12.1** 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.
- 12.2** Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary written agreement varying the Employee's conditions of employment.

13. Minimum employment period

- 13.1** An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months.
- 13.2** If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or cl.27 – Performance and conduct management.

14. Personal/carer's leave

- 14.1** Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 14.2** A full-time Employee is entitled to 15 days of paid personal/carer's leave per year.
- 14.3** A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.
- 14.4** An Employee's annual entitlement to personal/carer's leave accrues at the commencement of each year of service.
- 14.5** Paid personal leave is taken due to a personal illness or injury.
- 14.6** Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate family or a member of the Employee's household, who requires care or support because of a personal illness or injury or an unexpected emergency affecting the member.
- 14.7** Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

14.8 Notice and evidentiary requirements

- (a)** An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- (b)** An Employee is entitled to personal/carer's leave provided that:
 - (i)** the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence of more than two consecutive days;
 - (ii)** the Employee provides a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;
 - (iii)** the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one School year.

15. Compassionate leave

- 15.1** Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 15.2** An Employee may take up to three (3) days of paid leave for each occasion when:
 - (a)** a member of the Employee's Immediate Family or household:
 - (i)** contracts or develops a personal illness that poses a serious threat to life;
 - (ii)** sustains a personal injury that poses a serious threat to life; or
 - (iii)** dies.
 - (b)** a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - (c)** the employee, or the employee's spouse or de facto partner, has a miscarriage.
- 15.3** Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
- 15.4** The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

16. Community service leave

- 16.1** Community service leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

16.2 Jury service leave

- (a)** An Employee who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (b)** An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c)** An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (d)** The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- (e)** Subject to cl.16.2(b), (c) and (d), the Employer will pay an Employee, other than a fixed term Employee, granted leave pursuant to cl.16.2(a), normal salary whilst attending a court for jury service. Upon the completion jury service, the Employee will pay to the Employer an amount equivalent to the payment made by the Court Authorities for jury service.
- (f)** Subject to cl.16.2(b), (c) and (d), the Employer will reimburse a fixed term Employee granted leave pursuant to cl.16.2(a) an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

17. Public holidays

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

17.2 Payment for work on a public holiday

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

17.3 Substitution of public holidays

- (a)** By agreement between the Employer and an individual Employee, an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- (b)** The agreement made pursuant to cl.17.3(a) or (b) will be recorded in writing and made available to the affected Employee.
- (c)** Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

18. Long service leave

- 18.1** An Employee is entitled to long service leave in accordance with the NES or the *Long Service Leave Act 2018* (Vic), as applicable. This Agreement provides ancillary or supplementary terms.

18.2 Entitlement

At any time after completing seven (7) years of continuous employment, an Employee is entitled to an amount of long service leave equal to 1/40th of the Employee's period of continuous employment less any period of long service leave taken during that period.

18.3 Planning and taking long service leave

- (a)** Long service leave should be taken by an Employee as soon as practicable (taking into consideration the needs of the Employer) after they become entitled to the leave.
- (b)** An Employee who has not taken the fully accrued period of long service leave within four (4) years of the entitlement falling due may be directed to take this period of leave. A minimum of six months' written notice will be given.
- (c)** The period of the long service leave for a Teacher will usually not be for less than a full term. An application by a Teacher for a shorter period of long service leave will be considered by the Principal taking into account the Teacher's circumstances. If refused, a response stating the reason(s) will be provided to the employee in writing.
- (d)** Where a Teacher 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 Principal.
- (e)** A General Staff Member can request to take long service leave for a period of not less than one (1) day. The Employer must grant the request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request.

18.4 Notice

- (a)** A Teacher applying for long service leave of one term in duration or longer, must give at least two clear terms notice, except where the Teacher is teaching Prep or Year 12, in which case they must do so no later than the beginning of Term 3 in the year before the leave is requested.

A Teacher applying for long service leave of less than one term in duration will have their application considered taking into account their circumstances.

- (b)** A General Staff Employee applying for long service leave must provide reasonable notice. It is the School's preference that as much notice as possible is given to enable due consideration of the request for leave. Where a General Staff Employee is applying to take long service leave for a period in excess of four (4) weeks, they must provide a minimum of one (1) terms' notice. Where a General Staff Employee is applying to take long service leave for a period of four (4) weeks or less, they must provide a minimum of two weeks' notice.
- (c)** An application for long service leave that falls outside of these requirements will only be considered in exceptional circumstances.

18.5 Illness on long service leave

- (a)** Subject to the production of a medical certificate from a Medical Practitioner, if an Employee is ill or injured whilst on long service leave the Employee is entitled to have the period of illness/injury treated as personal leave but only to the extent that the Employee is entitled to personal leave.

- (b) Subject to cl.18.5(a), the Employee's long service leave will be extended by the period of illness or injury.
- (c) An exception to cl.18.5(b) is that an Employer and an Employee may agree that the Employee will return from long service leave as planned with the period of illness or injury increasing the teacher's accrued long service leave entitlement.

18.6 Payment

- (a) An Employee, whose service has been all full time or all at the same part-time fraction, will be paid during long service leave at the Employee's normal salary.
- (b) In all other circumstances, payment will be as follows:
 - (i) Teachers, Nurses and General Staff Employees previously engaged under the Victorian Independent Schools – Clerical/Administrative Employees – Award 2004
A Teacher, a Nurse or a General Staff Employee previously engaged under the *Victorian Independent Schools – Clerical/Administrative Employees – Award 2004* whose time fraction has varied during service:
 - is paid at a proportionate rate during long service leave, and
 - the rate is determined by calculating an average of the time fractions over the period of eligible service.
 - (ii) All other General Staff Members
All other General Staff Members will be entitled to payment for long service leave calculated in accordance with the *Long Service Leave Act 2018 (Vic)*.
- (c) 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.
- (d) Accrued but untaken long service leave will be paid in lieu where an Employee's employment is terminated after seven (7) years of continuous employment.

19. Parental leave

19.1 NES

Parental leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.

19.2 Variation of period of parental leave

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

19.3 Notice of termination to a replacement Teacher

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

20. Paid parental leave

20.1 Application

- (a)** This clause does not apply to a fixed-term Employee.
- (b)** This clause applies to a full-time or part-time Employee who is entitled to unpaid parental leave in accordance with the NES and cl.19- Parental leave.
- (c)** The payments in cl. 20.2, 20.3 and 20.4:
 - (i)** are not payable during a period of paid leave;
 - (ii)** are payable from the commencement date of the period of parental leave;
 - (iii)** are paid at the Employee's ordinary rate of pay; and
 - (iv)** are payable to one Employee only, including where the Employer employs both parents of the child. For the avoidance of doubt, where the School employs both parents of the child, only one parent will be entitled to payment under cl. 20.2 or 20.4 but the other parent will be eligible to receive paid partner leave under cl. 20.3.

20.2 Paid Birth-related leave and adoption-related leave

- (a)** An Employee will be entitled to 16 weeks of leave with pay to be responsible for the care of the child.
- (b)** If the Employee takes less than 16 weeks of leave with pay, the Employee will be paid for the period of leave taken.
- (c)** The period of leave with pay comprises paid birth-related leave/adoption related leave and annual leave (pro rata of four (4) weeks' annual leave) that accrues during the paid birth-related leave/adoption-related leave.
- (d)** The period of paid birth-related leave/adoption-related leave in cl.20.2(c) accrues personal/carer's leave and long service leave.
- (e)** An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth/adoption of a second or subsequent child.

20.3 Superannuation for paid birth-related and adoption-related leave

- (a)** An employee is entitled to have superannuation contributions made in respect of the period of the employee's parental absence for which they are the primary caregiver which occurs on or after the commencement of this Agreement.
- (b)** The Employer will pay the superannuation contributions as a lump sum to the employee's fund.
- (c)** The quantum of superannuation contributions payable under this clause will be calculated based on:
 - (i)** The number of weeks of the employee's parental leave for which they are the primary caregiver, capped at 52 weeks; and
 - (ii)** The employee's normal pay; and
 - (iii)** The applicable contribution rate under the *Superannuation Guarantee Administration Act 1992* (Cth) at the time the payment is made.
- (d)** Payment will be made at the conclusion of the 52 week period, provided the employee continues to be employed at that time. This does not preclude payments during the 12 month period where this is operationally more efficient.

20.4 Paid Partner leave

An Employee who is eligible for, and takes, concurrent leave in accordance with the NES, will be entitled to 10 days of leave with pay.

20.5 Paid Special Maternity Leave - Miscarriage or stillborn birth

- (a)** Where the pregnancy of an Employee terminates or results in a stillborn birth after more than 20 weeks of gestation, the Employee will be entitled to 16 weeks of leave with pay.
- (b)** If the Employee takes less than 16 weeks of leave with pay, the Employee will be paid for the period of leave taken.
- (c)** The period of leave with pay comprises paid special maternity leave and annual leave (pro rata of four (4) weeks' annual leave) that accrues during the paid special maternity leave.
- (d)** The period of paid special maternity leave in cl.20.5(c) accrues personal/carer's leave and long service leave.

21. Leave without pay

21.1 A Teacher may apply for leave without pay which may be granted at the discretion of the Principal. A Teacher agrees that entitlements under this Agreement do not accrue during any period of leave without pay.

21.2 A General Staff Employee may apply for a further period of leave without pay, in addition to the periods of leave without pay during Non-term weeks pursuant to cl.47 - Leave without pay during Non-term weeks, which may be granted at the discretion of the Principal. A General Staff Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay granted under this clause.

22. Leave to deal with Family and Domestic Violence

22.1 This clause applies to full-time and part-time Employees.

22.2 Definitions

(a) In this clause:

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

family member means:

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

(b) A reference to a spouse or de facto partner in the definition of family member in cl. 22.2(a) includes a former spouse or de facto partner.

22.3 Entitlement to leave

(a) Subject to cl. 22.9, each year, for the purpose of dealing with family and domestic violence:

- (i) a full-time Employee is entitled to 10 days of paid leave
- (ii) a part-time Employee is entitled to a total of 10 days of leave comprising paid and unpaid leave. The paid leave entitlement is pro rata of 10 days of paid leave based on the part-time Employee's ordinary hours of work

(b) The entitlement in cl. 22.3(a) to deal with family and domestic violence:

- (i) is available in full at the start of each 12-month period of the Employee's employment; and
- (ii) does not accumulate from year to year.

Note: A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

22.4 Taking leave

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

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

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

22.5 Service and continuity

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

22.6 Notice and evidence requirements

(a) Notice

An Employee must give their Employer notice of the taking of leave by the Employee under cl. 22. The notice:

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

(b) Evidence

An Employee who has given their Employer notice of the taking of leave under cl. 22 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in cl. 22.4.

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

22.7 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under cl. 22.6 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in cl. 22 prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

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

22.8 Compliance

An Employee is not entitled to take leave under cl. 22 unless the Employee complies with cl. 22.

22.9 Interaction with NES

If, during the period of operation of this Agreement, the NES are amended to provide paid family and/or domestic violence leave, then the leave entitlement in cl. 22.3 will be offset against the NES leave entitlement, should this not be prohibited by the NES.

23. Special Leave

- 23.1** At the commencement of a School Year, one day of an Employee's personal/carer's leave entitlement for that School Year will be regarded as being available for special leave in that School Year.
- 23.2** In any School Year, an Employee cannot access more than one day of special leave.
- 23.3** An Employee must:
- (a)** request special leave in writing and provide the reason for requesting special leave, not less than 48 hours prior to the proposed commencement time of that leave;
 - (b)** take special leave as a full day or a half day.
- 23.4** For the purposes of this clause, Special Leave may be accessed:
- (a)** to attend the first day of primary school of the Employee's child
 - (b)** to attend the wedding of a member of the Employee's immediate family
 - (c)** to attend the graduation ceremony of a child of the Employee
 - (d)** to appear before a court or a tribunal
 - (e)** for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander; or
 - (f)** as otherwise agreed to by the Employer.

24. Examination and Assessment task leave

An Employee will be granted up to one day per Semester of leave with pay to attend compulsory examinations or to complete assessment tasks in an approved relevant course of study.

25. Qualification conferral leave

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

26. Withholding of monies

- (a)** If a Teacher fails to give the notice specified in cl.41.3 the Employer may deduct from wages due to the Teacher under this Agreement, an amount that is no more than two (2) weeks' wages for the Teacher.
- (b)** If a General Staff Employee who is at least 18 years old, fails to give the notice specified in cl.50.2 the Employer may deduct from wages due to the General Staff Employee under this Agreement, an amount that is no more than one (1) week's wages for the General Staff Employee.
- (c)** If the Employer has agreed to a shorter period of notice than that required under cl.41.3 or 50.2, then no deduction can be made under cl.26(a) or 26(b).
- (d)** Any deduction under cl.26(a) or 26(b) must not be unreasonable in the circumstances.

27. Performance and conduct management

27.1 Application

The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause, where an Employee's employment is terminated during the minimum employment period pursuant to cl.13 - Minimum employment period.

27.2 Performance Management

- (a)** Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in cl. 27.2(b) and (c).
- (b)** A formal performance management procedure will commence with the Employer advising the Employee in writing of:
 - (i)** the Employer's concern(s) with the Employee's performance;
 - (ii)** the time, date and place of the first formal meeting to discuss the Employee's performance;
 - (iii)** the Employee's right to be accompanied by a representative of the Employee's choice at all meetings scheduled to discuss the Employee's performance;
 - (iv)** the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (c)** Formal performance management meetings will:
 - (i)** include discussion of the Employer's concern(s) with the Employee's performance;
 - (ii)** give the Employee an opportunity to respond to the Employer's concern(s);
 - (iii)** include discussion of any counselling or assistance, where appropriate, available to the Employee;
 - (iv)** include documentation, where appropriate;
 - (v)** set periods of review, as appropriate.
- (d)** If, after following the procedure in cl. 27.2(b) and (c), the Employer's decision is to terminate the employment of the Employee, the Employer will give the required period of notice or payment in lieu of notice.

27.3 Conduct Management

- (a)** Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in cl.27.3(b) and (c).
- (b)** The Employer will advise the Employee in writing of:
 - (i)** the Employer's concern(s) with the Employee's conduct;
 - (ii)** the time, date and place of the meeting to discuss the Employee's conduct;
 - (iii)** the Employee's right to be accompanied by a representative of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;

- (iv) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- (c) The formal conduct management meeting(s) will:
 - (i) include discussion of the Employer's concern(s) with the Employee's conduct;
 - (ii) give the Employee an opportunity to respond to the Employer's concern(s) unless the Employer could not reasonably have been expected to provide the employee with that opportunity.
- (d) Concern(s) with an Employee's conduct may be resolved by:
 - (i) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
 - (ii) issuing the Employee with a warning or a final warning in writing;
 - (iii) terminating the employment of the Employee in accordance with the relevant notice provision;
 - (iv) other action, appropriate to the situation including professional development, counselling, mentoring or other assistance as deemed appropriate; or
 - (v) no further action being taken.

28. Redundancy

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

<u>Period of Continuous Service</u>	<u>Redundancy Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	12 weeks
7 years and less than 8 years	14 weeks
8 years and less than 9 years	16 weeks
9 years and less than 10 years	18 weeks
10 years and less than 11 years	20 weeks

11 years and less than 12 years	22 weeks
12 years and over	24 weeks

28.2 Transfer to lower paid duties

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

28.3 Employee leaving during notice period

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

28.4 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.
- (b) At the request of the Employer, the Employee must produce proof of attendance at an interview.
- (c) This entitlement applies instead of cl.41.4 and 50.3.

28.5 Part-time Teachers

- (a) If a part-time Teacher's hours are reduced, without their consent, by more than 25%, then the Teacher will be entitled to the provisions of this clause.
- (b) If a part-time Teacher's hours are reduced, without their consent, by a total of 35% or more in two consecutive School years, then the Teacher will be entitled to the provisions of this clause.

29. Payment of salary

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

30. Superannuation

30.1 Superannuation legislation

- (a)** Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, deals with the superannuation rights and obligations of employers and employees.
- (b)** Under superannuation legislation, individual Employees can nominate a complying superannuation fund of their choice, provided the Employer is not required to become a participating employer. If an Employee does not nominate a complying superannuation fund for this purpose, a request for stapled super fund details will be made to the Australian Taxation Office (ATO). If the Employer is advised by the ATO that the Employee does not have a stapled super fund, the Employer's default superannuation fund applies and the contribution will be made to NGS Super or its successor.
- (c)** The rights and obligations in these clauses supplement those in superannuation legislation.

30.2 Employer contributions

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

30.3 Voluntary employee contributions

- (a)** Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl.30.2.
- (b)** An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- (c)** The Employer must pay the amount authorised under cl. 30.3(a) or 30.3(b) no later than 28 days after the end of the month in which the deduction authorised under cl.30.3(a) or 30.3(b) was made.

31. Accident make-up pay

31.1 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 30 weeks.

31.2 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.

Note: A Teacher does not accrue an entitlement to paid Non-term weeks (excluding the entitlement to annual leave) whilst in receipt of compensation payments.

31.3 If, during the period of operation of this Agreement, Victorian or Federal Government legislation is implemented which requires the Employer to pay accident make-up pay, then the Employer will pay accident make-up pay in accordance with the legislation. The payment required under cl.31.1 will be offset against any legislated requirements.

Part 4—Conditions for Teachers

32. Types of employment

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

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

32.2 Terms of engagement

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

32.3 Full-time employment

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

32.4 Part-time employment

- (a) A part-time Teacher is engaged to work on a regular basis for not more than 90% of the hours of a full-time Teacher in the School.
- (b) Where the Employer requires a part-time Teacher to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered full-time and remunerated accordingly.
- (c) Where the Teacher requests to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered part-time and paid for the actual hours worked.
- (d) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the School.
- (e) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.
- (f) The Employer may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven weeks' notice in writing, or where the change would result in a reduction in salary, the salary is maintained for a period of seven weeks.
- (g) If a part-time Teacher's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of cl. 28 – Redundancy.

- (h) If a part-time Teacher's hours are reduced, without their consent, by a total of 35% or more in two consecutive School years, then the Teacher will be entitled to the provisions of cl. 28 – Redundancy.

32.5 Fixed-term employment

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

33. Ordinary hours of work

- 33.1** This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 33.2** Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher may be averaged over a 12-month period.
- 33.3** The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend during periods when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- 33.4** The maximum face-to-face teaching time per week will be as follows:
2022
The maximum face-to-face teaching time per week will be as follows:
 - (a) A full-time Primary Teacher 21 hours and 20 minutes
 - (b) A full-time Secondary Teacher 19 hours and 20 minutes

2023

The maximum face-to-face teaching time per week will be as follows:

- (a) A full-time Primary Teacher 20 hours and 50 minutes
- (b) A full-time Secondary Teacher 18 hours and 50 minutes

2024

The maximum face-to-face teaching time per week will be as follows:

- (a) A full-time Primary Teacher 20 hours and 20 minutes
- (b) A full-time Secondary Teacher 18 hours and 20 minutes

The Staff Work Policy provides further details on teacher workload and should be read in conjunction with this clause. This policy is not incorporated into and does not form a part of the Agreement.

- 33.5** The maximum number of days that a Teacher will be required to attend during Term weeks and Non-term weeks will be 190 in a School year. Where required, the maximum number of days may be extended by up to three days in any School year following consultation with the Consultative Committee.
- 33.6** The exceptions to cl.33.5 above, are:
- (a)** where an individual Teacher agrees to attend for more than the maximum number of days of attendance as determined by cl.33.5; or
 - (b)** where the Australian Government and/or the Victorian Government legislates that schools are required to be open for student attendance for more than 193 days each year or that government funding is dependent upon schools being open for more than 193 days. In such circumstances, the maximum number of days of Teacher attendance will increase to ensure that the School is open for the minimum number of days.
- 33.7** The following circumstances are not included when calculating the attendance days in the ordinary hours of work for a Teacher :
- (a)** co-curricular activities that are conducted on a weekend;
 - (b)** school-related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
 - (c)** when the Teacher appointed to a leadership position is performing duties in Non-term weeks that are directly associated with the leadership position; and
 - (d)** exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an Teacher may be recalled to perform duties relating to their position.
- 33.8** Generally, the Employer will provide written notice of the Term weeks and days in Non-term weeks on which the Teachers are required to attend, twelve (12) months in advance of the requirement to attend.
- 33.9** The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the School year or a proportion of the School year. The Teacher's absence from School during Non-term weeks is deemed to include their entitlement to annual leave.

34. Breaks

- 34.1** Subject to cl.34.2, a Teacher will be entitled to an unpaid meal break, which is free of duties assigned by the Employer, of not less than 30 consecutive minutes, which commences no later than five hours after the Teacher commenced work on that day.
- 34.2** The exception to cl.34.1 is where a Teacher is required to undertake student supervision duties during the meal break, the meal break will be not less than 25 minutes.

35. Classifications

The Employer will classify a Teacher in accordance with Schedule A - Teacher Classifications.

36. Salary

The minimum rates of pay for a full-time Teacher are provided by Schedule B - Teacher Salaries.

37. Allowances

Schedule C - Teacher Allowances specifies the allowances available under this Agreement.

38. Annual leave

- 38.1** Annual leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.
- 38.2 Timing of annual leave**
A Teacher must take annual leave during Non-term weeks. Leave must generally be taken, in the four-week period immediately following the final Term week of the current School year, unless otherwise agreed with the Employer.
- 38.3 Crediting of annual leave**
A Teacher may take annual leave re-credited in accordance with the NES only during Non-term weeks as directed by the Employer.

39. Pro rata payment of salary inclusive of annual leave

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

39.3 Termination of employment

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

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

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

39.5 Teachers who take approved leave without pay

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

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

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

39.6 Calculation of payments

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

where

P is the payment due

s is the total salary paid in respect of Term weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.

b is the number of Term weeks, or part thereof in the School year

c is the number of Non-term weeks, or part thereof, in the School year

d is the salary paid in respect of Non-term weeks (or part thereof) in the School year that have occurred since the school service date or date of employment in circumstances where the Teacher commenced employment after the school service date.

39.7 For the purpose of this clause:

(a) school service date means the date from which Teachers are paid at the commencement of the School year in their first year of service with the Employer;

(b) any period of paid birth-related or adoption-related leave is not included in the calculation of 's' or 'd' in this formula.

39.8 The formula in cl.39.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher.

40. Annual leave loading

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

40.2 A Teacher who has served throughout the School year is entitled to annual leave loading (ALL) of 17.5% on four weeks' annual leave. The ALL will be paid with each salary payment throughout the School year, by increasing the annual rate of pay as at the commencement of the School year, or as subsequently varied, by 1.342%.

41. Termination of employment

41.1 NES notice of termination

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

41.2 Notice of termination by the Employer

The employment of a Teacher will not be terminated without at least seven Term weeks' notice (inclusive of the notice required under the NES), the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equals seven Term weeks.

41.3 Notice of termination by a Teacher

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

41.4 Job search entitlement

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

41.5 Statement of service

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

Part 5—Conditions for General Staff

42. Types of employment

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

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

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

42.3 Full-time employment

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to cl.43 - Ordinary hours of work.

42.4 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the time fraction and the number of weeks of the school year the Employee will work.
- (e) The terms of the agreement in cl.42.4(d) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

43. Ordinary hours of work

43.1 Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time Employee will be in accordance with cl.43 – Types of employment.

43.2 The ordinary hours of work may be averaged over a period of a fortnight or four weeks. The exception to this is a Curriculum/Resources Services Employee employed in outdoor education whose hours of work may be averaged over a period of up to 12 months.

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

- (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:
 - (i) Classroom support services;
 - (ii) Curriculum/resources services;
 - (iii) Wellbeing services
 - (iv) School administration services; or

- (v) School operational services—retail Employees only.
- (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for School Operational Services Employees in the following groups:
 - (i) Construction, plumbing, carpentry, painting and other trades;
 - (ii) Cleaning, maintenance, school facilities management; or
 - (iii) Bus driving/non-trade vehicle maintenance.
- (c) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance and farming Employees.
- (d) On any day from Monday to Saturday between 6.00 am and 6.00 pm for the Curriculum/resources services—outdoor education only; or
- (e) On any day Monday to Sunday between 6.00 am and 6.00 pm for School Operational Services Employees—security/caretaking and cooking, catering, housekeeping and laundry services only.

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

43.4 Reasonable additional hours

- (a) An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.
- (b) Where the Employee's hours are averaged:
 - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay (which is inclusive of a 25% loading), provided that the additional hours fall within the applicable daily spread of hours in cl.43.3, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Where the Employee's hours are not averaged:
 - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay (which is inclusive of a 25% loading), provided that the additional hours worked fall within the applicable daily spread of hours in cl.43.3, and do not result in the Employee working more than eight hours on that day; and;
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (d) Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (e) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this award or the NES.

43.5 Breaks between periods of duty

- (a)** An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b)** Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c)** The entitlements in cl.43.5(a) and (b) do not apply to:
 - (i)** an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
 - (ii)** an Employee who is attending a school camp or excursion; or
 - (iii)** an Employee working a broken shift.
- (d)** at the rate of pay applicable to the work being performed.

44. Classifications

- (a)** An Employee must be classified in accordance with the classification structure set out in Schedule D - General Staff Classifications
- (b)** The Employer must advise the Employee of the Employee's classification, and any changes to the classification, in writing.

45. Salary

The Employer will pay an adult Employee not less than the salary specified for the Employee's classification in Schedule E - General Staff Salaries.

46. Allowances

Schedule F – General Staff Allowances specifies the allowances available under this Agreement.

47. Leave without pay during Non-term weeks

47.1 Arrangements

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

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

47.2 Calculating annual salary for an Employee on leave without pay during Non-term weeks

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

(b) The adjusted annual salary for an Employee is:

$$A = C \times \frac{\text{working weeks} + 5 \text{ weeks' annual leave}}{52.18}$$

52.18

Where:

A means the Employee's adjusted annual salary

C means the annual salary (as contained in Schedule E – General Staff Salaries) for the Employee's classification

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

(c) For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.

(d) Where a public holiday falls during the deemed period of annual leave for an Employee employed pursuant to cl.51.3(c), and provided the public holiday falls on a day of the week that the Employee ordinarily works:

(i) the period of leave will be extended to provide annual leave exclusive of public holidays; and

(ii) payment for the public holiday will be made, in the relevant pay period using cl.47.2(c).

(e) An Employee may elect, in writing, to be paid only for the time worked (and therefore not during Non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

48. Annualised salaries

48.1 The Employer may pay an Employee an annual salary in satisfaction of any or all of the following provisions of the Agreement:

(a) Schedule E — General Staff Salaries;

(b) Schedule F — General Staff Allowances;

(c) cll.53 and 54 — Penalty rates and Overtime; and

(d) cl.51.4 – Annual leave loading.

48.2 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.

48.3 Annual salary not to disadvantage Employees

(a) The annual salary must be no less than the amount the Employee would have received under Schedule E – General Staff Salaries for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).

- (b) 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.

48.4 Base rate of pay

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 E – General Staff Salaries and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

49. Higher duties

- 49.1** The Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification.
- 49.2** Subject to cl.49.3 where the Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- 49.3** Where the Employee is a school operational services Employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

50. Termination of employment

50.1 NES notice of termination

Notice of termination is provided for in the NES.

50.2 Notice of termination by an Employee

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

50.3 Job search entitlement

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

51. Annual Leave

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

51.2 An Employee is entitled to five (5) weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

51.3 Timing of annual leave

- (a)** An Employee must take annual leave during a shut down period. A shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Employee works.
- (b)** Where an Employee has not accrued sufficient annual leave to be taken during the shut down period, the Employee is entitled to leave which will be unpaid.
- (c)** An Employee who works Term weeks only must take annual leave during Non-term weeks. Leave must generally be taken, in the case of an Employee whose employment is continuing into the next school year, in the five (5) week period immediately following the final term week of the current school year, unless otherwise agreed with the Employer.

51.4 Annual leave loading

An Employee who has served throughout the School year is entitled to a leave loading of 17.5% on four weeks' annual leave. Annual leave loading will be paid to the Employee with each salary payment throughout the School year, by increasing the annual rate of pay as at the commencement of the School year, or as subsequently varied, by 1.342%.

51.5 Paid leave in advance of accrued entitlement

- (a)** The Employer and an Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.
- (b)** An agreement must:
 - (i)** state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii)** be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c)** The Employer must keep a copy of any agreement under cl. 51.5 as an employee record.
- (d)** If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under cl. 51.5 the Employer may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

51.6 Cashing out of annual leave

- (a)** Paid annual leave must not be cashed out except in accordance with an agreement under cl. 51.6.
- (b)** Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under cl. 51.6.
- (c)** The Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (d)** An agreement under cl. 51.6 must state:
 - (i)** the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii)** the date on which the payment is to be made.
- (e)** An agreement under cl. 51.6 must be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (f)** The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (g)** An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 5 weeks.
- (h)** The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i)** The Employer must keep a copy of any agreement under cl. 51.6 as an employee record.

Note 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under cl. 51.6.

Note 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under cl. 51.6.

51.7 Excessive leave accruals: general provision

Note: Clauses 51.7 to 51.9 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

- (a)** An Employee has an excessive leave accrual if the Employee has accrued more than 10 weeks' paid annual leave.
- (b)** If an Employee has an excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c)** Clause 51.8 sets out how an Employer may direct an Employee who has an excessive leave accrual to take paid annual leave.

- (d) Clause 51.9 sets out how an Employee who has an excessive leave accrual may require an Employer to grant paid annual leave requested by the Employee.

51.8 Excessive leave accruals: direction by employer that leave be taken

- (a) If the Employer has genuinely tried to reach agreement with an Employee under cl. 51.7(b) but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the Employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under cl. 51.7, 51.8 or 51.9 or otherwise agreed by the Employer and Employee) are taken into account; and
 - (ii) must not require the Employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (c) The Employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An Employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See cl. 51.8(b)(i).

Note 2: Under section 88(2) of the Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

51.9 Excessive leave accruals: request by employee for leave

- (a) If an Employee has genuinely tried to reach agreement with the Employer under cl. 51.7(b) but agreement is not reached (including because the Employer refuses to confer), the Employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave.
- (b) However, an Employee may only give a notice to the Employer under paragraph (a) if:
 - (i) the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the Employee has not been given a direction under cl. 51.8(a) that, when any other paid annual leave arrangements (whether made under cl. 51.7, 51.8 or 51.9 or
 - (iii) otherwise agreed by the Employer and Employee) are taken into account, would eliminate the Employee's excessive leave accrual.

- (c)** A notice given by an Employee under paragraph (a) must not:
 - (i)** if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under cl. 51.7, 51.8 or 51.9 or otherwise agreed by the Employer and Employee) are taken into account; or
 - (ii)** provide for the Employee to take any period of paid annual leave of less than one week; or
 - (iii)** provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv)** be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (d)** An Employee is not entitled to request by a notice under paragraph (a) more than 5 weeks' paid annual leave in any period of 12 months.
- (e)** The Employer must grant paid annual leave requested by a notice under paragraph (a).

52. Breaks

52.1 Meal break

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

52.2 Rest break

- (a)** At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b)** Notwithstanding cl.52.2(a), a Classroom support services Employee is entitled to one rest break of 20 minutes, which will be counted as time worked.

53. Penalty rates

53.1 Saturday and Sunday work

- (a)** An Employee other than an Employee covered by cl.53.1(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i)** for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii)** for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

- (b) Except that a School Operational Services Employee in the cooking/catering group, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

53.2 The penalty rates within this clause and in cl.54 — Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

54. Overtime

54.1 Overtime rates

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

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

- (b) Overtime will be calculated daily.

54.2 Time off instead of overtime payment

- (a) The Employer and an Employee may agree that an Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an Employee and the Employer have agreed to time off instead of overtime payment under cl.54.2(a) and such time has not been taken:
- (i) within four weeks of accrual, or
 - (ii) during Non-term weeks agreed in writing between an Employee and the Employer,

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

54.3 Make-up time

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

Schedule A — Teacher Classifications

A.1 Duties of a Teacher

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

A.2 Recognition of previous service

- A.2.1** On appointment, a Teacher will be classified in accordance with Schedule A – Teacher Classifications and placed on the appropriate level on the salary scale in Schedule B - Teacher Salaries, according to qualifications and teaching experience. **Teaching experience** does not include employment as a teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program) or as a teacher in an English Language School.
- A.2.2** Service as a part-time Teacher will normally accrue on a pro rata basis, according to the percentage of a full-time teaching load undertaken in any year.
- A.2.3** In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

A.3 Evidence of qualifications

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

A.4 Progression

- A.4.1** A Permission to Teach Teacher or a Teacher who is four year trained will commence on Level 3 of the salary scale in Schedule B – Teacher Salaries and progress to Level 12 of the scale in accordance with Sch.A.4.
- A.4.2** A Teacher who is five year trained will commence on Level 4 of the salary scale in Schedule B – Teacher Salaries and progress to Level 12 of the scale in accordance with Sch.4.4
- A.4.3** A Teacher who is employed at a time fraction:
- (a)** of more than 0.4 of a full-time equivalent (FTE) teaching load will progress to the next increment of the salary scale upon the completion of 12 months of continuous service;
 - (b)** of 0.4 or less of a full-time equivalent (FTE) teaching load will complete two years of continuous service at the one incremental level of the salary scale before progressing to the next increment on the salary scale.

A.5 Recognition of additional qualifications

- A.5.1** A Teacher shall be entitled to advance up the incremental scale by one subdivision if he or she has successfully completed a Masters Degree or its equivalent or higher, in a relevant course of study as agreed by the Principal.
- A.5.2** Where a Teacher obtains a second or subsequent Masters Degree or its equivalent or higher, in a relevant course of study as agreed by the Principal, they shall be entitled to advance a further subdivision in accordance with the provisions of this clause.
- A.5.3** It is a requirement that the Teacher notifies the Employer in writing that they have successfully completed the additional qualification together with production of satisfactory evidence to this effect. Incremental progression in accordance with the provisions of this clause shall not pre-date the date on which notification to the Employer was made.

Schedule B — Teacher Salaries

B.1 Annual rate of pay

The annual salary for a full-time Teacher will be determined in accordance with cl. 35–Classifications, and will be not less than the rate of pay prescribed by the following table.

Annual Rates of Pay						
Level	From the first full pay period commencing on or after 1 February					
	2022	2022	2023	2023	2024	2024
	Excl. ALL \$	Incl. ALL \$	Excl. ALL \$	Incl. ALL \$	Excl. ALL \$	Incl. ALL \$
1	-	-	-	-	-	-
2	-	-	-	-	-	-
3	84,452	85,585	86,563	87,725	88,727	89,918
4	86,863	88,028	89,034	90,229	91,260	92,485
5	89,330	90,529	91,563	92,792	93,852	95,112
6	91,876	93,109	94,173	95,437	96,527	97,822
7	94,494	95,762	96,856	98,156	99,277	100,610
8	97,904	99,218	100,351	101,698	102,860	104,241
9	101,380	102,740	103,914	105,309	106,512	107,941
10	105,461	106,877	108,098	109,548	110,800	112,287
11	113,708	115,234	116,551	118,115	119,465	121,068
12	115,371	116,919	118,255	119,842	121,212	122,838

B.2 Weekly rate of pay

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

B.3 Part-time Teacher

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of cl.32.4.

Schedule C — Teacher Allowances

C.1 Leadership allowance

C.1.1 Eligibility

- (a) A leadership allowance will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the Employer.
- (b) An allowance is linked to a position of leadership rather than tied to an individual Teacher.
- (c) The Principal of the School determines who holds a position that is eligible for a leadership allowance.

C.1.2 Notification

- (a) The Principal will provide written advice to a Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.
- (b) The Principal will advise the Teacher of the level to which the position equates.

C.1.3 The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised, whether, administrative, pastoral care or educational leadership, with Level 6 being the most significant level of responsibility.

C.1.4 Amount

- (a) The following allowances apply:

Annual Leadership Allowances						
Level	From the first full pay period commencing on or after 1 February					
	2022	2022	2023	2023	2024	2024
	Excl. ALL	Incl. ALL	Excl. ALL	Incl. ALL	Excl. ALL	Incl. ALL
	\$	\$	\$	\$	\$	\$
1	2,863	2,901	2,934	2,974	3,008	3,048
2	5,725	5,801	5,868	5,946	6,014	6,095
3	8,016	8,123	8,216	8,326	8,421	8,534
4	11,450	11,604	11,737	11,894	12,030	12,191
5	14,312	14,504	14,670	14,867	15,037	15,238
6	17,175	17,405	17,604	17,841	18,044	18,287

- (b) Where the position of leadership is shared, the payments may also be shared.

C.2 Camp allowance

- (a) Subject to the exception in Sch.C.2(b), the Employer will pay an allowance of \$75 per night to a Teacher who is required to attend a school camp in Australia.
- (b) The allowance in Sch.C.2(a) is not payable to a Teacher who voluntarily attends a school camp in Australia.

C.3 Meal Allowance

The Employer will provide a meal to a Teacher if the Teacher is required to remain at the School continuously until after 7pm on any day. An exception to this is if the Teacher could reasonably return home for a meal.

Schedule D — General Staff Classifications

D.1 Definitions

D.1.1 Definition 1: Supervision

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

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

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

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

D.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) Year 12

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

(b) Trade certificate

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

(c) Post-trade certificate

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

(d) Certificates I and II

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

(e) Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

(f) Certificate IV

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

(g) Diploma

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

(h) Advanced diploma

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

(i) Degree

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

(j) Postgraduate degree

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

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

D.1.3 Definition 3: Classification dimensions

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

(e) Occupational equivalent

Examples of occupations typically falling within each classification level.

(f) Typical activities

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

D.2 Classifications

D.2.1 Level 1

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

(e) Typical activities

(i) Classroom support services grade 1

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

(ii) School administration services grade 1

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

(iii) School operational services grade 1

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the Employee's work
- Performing general laundry duties

- Performing general house assistant duties in a boarding house, such as cleaning
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- *Occupational equivalent*: cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyman, attendant, trades assistant

D.2.2 Level 2

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

(a) Competency

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

(b) Judgment, independence and problem solving

- (i)** Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- (ii)** An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

(c) Level of supervision

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

(d) Training level or qualifications

Level 2 duties typically require:

- (i)** a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- (ii)** completion of Year 12 without work experience;
- (iii)** completion of Certificates I or II with work related experience; or
- (iv)** an equivalent combination of experience and training.

(e) Typical activities

(i) Classroom support services grade 2

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

(ii) Curriculum/resources services grade 1

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and Teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to Teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances

- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent*: library assistant, laboratory assistant, technology centre assistant

(iii) Wellbeing services grade 1

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

(iv) School administration services grade 2

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

(v) School operational services grade 2

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Undertaking general gardening tasks including the preparation and planting procedures
- Laundry duties requiring the application of limited discretion
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
- Driving a bus with a carrying capacity of 25 or more passengers
- *Occupational equivalent*: non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

D.2.3 Level 3

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

- (i)** completion of a trades certificate or Certificate III;
- (ii)** completion of Year 12 or a Certificate II, with relevant work experience; or
- (iii)** an equivalent combination of relevant experience and/or education/training.

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

(e) Typical activities

(i) Classroom support services grade 3

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

(ii) Curriculum/resources services grade 2

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and Teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with Teachers)
- *Occupational equivalent:* library technician, laboratory technician, technology centre technician

(iii) School administration services grade 3

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, Employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations

- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- *Occupational equivalent:* administration assistant, office supervisor, accounts clerk, school secretary (small school)

(iv) School operational services grade 3

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

D.2.4 Level 4

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

(a) Competency

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

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

(e) Typical activities

(i) Curriculum/resources services grade 3

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

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

(ii) Wellbeing services grade 2

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

(iii) School administration services grade 4

- Responsibility for the smooth and efficient financial administration of a small school
- Responsibility for both secretarial and financial administration of a school office in a small school
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
- *Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), Principal's secretary, school development officer

(iv) School operational services grade 4

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

D.2.5 Level 5

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

- (i)** completion of a degree without subsequent relevant work experience;
- (ii)** completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii)** completion of a diploma qualification and at least two years' subsequent relevant work experience;
- (iv)** completion of a Certificate IV and extensive relevant work experience;
- (v)** completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or

- (vi) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Curriculum/resources services grade 4

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

(ii) School administration services grade 5

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

(iii) School operational services grade 5

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

D.2.6 Level 6

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

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

(e) Typical activities

(i) Wellbeing services grade 3

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

(ii) School administration services grade 6

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and Employees on the Employee's area of expertise
- Responsibility for professional development of other Employees
- Contributing to operational and strategic planning in the area of responsibility
- *Occupational equivalent:* public relations manager/director, school development manager

(iii) School operational services grade 6

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

D.2.7 Level 7

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

Broad direction. May manage other Employees including general Employees.

(d) Training level or qualifications

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

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

(e) Typical activities

(i) Wellbeing services grade 4

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

(ii) School administration services grade 7

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

D.2.8 Level 8

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

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

(e) Typical activities

(i) Wellbeing services grade 5

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

(ii) School administration services grade 8

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

Schedule E — General Staff Salaries

E.1 Annual rates of pay

The Employer will pay a full-time, adult Employee not less than the annual rate of pay specified for the Employee's classification prescribed by the following table.

Annual Rates of Pay						
Level	From the first full pay period commencing on or after 1 February					
	2022	2022	2023	2023	2024	2024
	Excl. ALL	Incl. ALL	Excl. ALL	Incl. ALL	Excl. ALL	Incl. ALL
	\$	\$	\$	\$	\$	\$
Level 1						
1.1	53,308	54,024	54,641	55,374	56,007	56,759
1.2	55,551	56,296	56,939	57,703	58,363	59,146
1.3	57,796	58,572	59,241	60,036	60,722	61,537
Level 2						
2.1	64,470	65,335	66,082	66,969	67,734	68,643
2.2	66,405	67,296	68,065	68,979	69,767	70,703
2.3	68,396	69,314	70,106	71,047	71,858	72,823
2.4	70,449	71,394	72,210	73,179	74,015	75,008
Level 3						
3.1	71,268	72,224	73,050	74,030	74,876	75,881
3.2	73,406	74,391	75,241	76,251	77,123	78,157
3.3	75,609	76,624	77,499	78,539	79,437	80,503
3.4	77,875	78,920	79,822	80,893	81,818	82,916
Level 4						
4.1	79,678	80,747	81,669	82,765	83,711	84,835
4.2	82,067	83,169	84,119	85,248	86,222	87,379
4.3	84,530	85,665	86,643	87,806	88,809	90,001
4.4	87,106	88,275	89,284	90,482	91,516	92,744

Level 5						
5.1	88,920	90,113	91,143	92,366	93,422	94,675
5.2	91,586	92,815	93,875	95,135	96,222	97,513
5.3	94,334	95,600	96,693	97,990	99,110	100,440
5.4	97,164	98,468	99,593	100,930	102,083	103,453
Level 6						
6.1	99,233	100,564	101,713	103,078	104,256	105,655
6.2	102,210	103,582	104,765	106,171	107,385	108,826
6.3	105,276	106,689	107,908	109,356	110,606	112,090
6.4	108,435	109,890	111,145	112,637	113,924	115,453
Level 7						
7.1	113,744	115,270	116,587	118,152	119,502	121,106
7.2	117,155	118,727	120,084	121,695	123,086	124,738
7.3	120,671	122,291	123,688	125,348	126,780	128,482
7.4	124,290	125,958	127,398	129,107	130,583	132,335
Level 8						
8.1	130,348	132,098	133,607	135,400	136,947	138,785
8.2	134,260	136,062	137,616	139,463	141,057	142,950
8.3	138,288	140,144	141,745	143,647	145,289	147,238

E.2 Weekly rate of pay

The weekly rate of pay will be determined by dividing the annual rate by 52.18.

E.3 Commencement level and progression

- (a) Where there is more than one minimum pay point for a classification level, an Employee will be eligible for movement to the next highest pay point within the classification level after each 12 months of continuous service.
- (b) The commencement level for an Employee will be as follows:

Classification	Commencement level
School operations services grade 1	Level 1.1
School administration services grade 1	Level 1.2
Classroom support services grade 1	Level 1.3
Classroom support services grade 2	Level 2.1
Curriculum/resources services grade 1	
Wellbeing services grade 1	
School administration services grade 2	
School operational services grade 2	
Classroom support services grade 3	Level 3.1
Curriculum/resources services grade 2	
School administration services grade 3	
School operational services grade 3	
Curriculum/resources services grade 3	Level 4.1
Wellbeing services grade 2	
School administration services grade 4	
School operational services grade 4	
Curriculum/resources services grade 4	Level 5.1
School administration services grade 5	
School operational services grade 5	
Wellbeing services grade 3	Level 6.1
School administration services grade 6	
School operational services grade 6	
Wellbeing services grade 4	Level 7.1
School administration services grade 7	
Wellbeing services grade 5	Level 8
School administration services grade 8	

E.4 Junior Employees

A junior Employee is to be paid at the following percentage of the appropriate adult rate of pay for the position performed.

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

Schedule F — General Staff Allowances

F.1 Caretakers' accommodation

F.1.1 An Employee who is employed as a caretaker and who is required by the Employer to reside in premises provided by the Employer, will be provided with living quarters, fuel and light at no cost to the Employee.

F.1.2 The on call and recall allowances in Sch.F.3 do not apply to a caretaker provided with accommodation.

F.2 Meal allowance

The Employer will provide a meal to an Employee if they are required to remain at the School continuously until after 7 pm on any day. An exception to this is if the Employee could easily return home for a meal.

F.3 On call and recall allowance

F.3.1 On call allowance

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

F.3.2 Recall allowance

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

F.3.3 Exceptions

The on call and recall allowances do not apply to an Employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the Employee for their exclusive use at no cost to the Employee.

F.4 Uniform/protective clothing allowance

F.4.1 Where the Employer requires an Employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the Employee's duties, the Employer will provide the uniform or protective clothing, which includes the maintenance and laundering of the items.

F.4.2 Where an Employee is required to work in the rain, the Employee will be supplied with adequate rainproof clothing.

F.5 Camp allowance

(a) Subject to the exception in Sch.F.5(b), the Employer will pay an allowance of \$75 per night to an Employee who is required to attend a school camp in Australia.

(b) The allowance in Sch.F.5(a) is not payable to an Employee who voluntarily attends a school camp in Australia.

Schedule G— Long Service Leave

G.1 Teacher

A Staff Member who would have been employed as a teacher pursuant to the *Victorian Independent Schools – Teachers – Award 1998 (AW802001CRV)* if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.27 - Long service leave.

Clause 27 – Long service leave

27.1 Preamble

A teacher is entitled to long service leave on ordinary pay in respect of continuous employment with one and the same employer or the employer's successor.

27.2 Entitlement

27.2.1 A teacher who has completed 10 years' continuous employment with the employer is entitled to 13 weeks' long service leave.

27.2.2 A teacher is entitled to an additional 6 1/2 weeks' (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the employer.

27.3 Termination of employment

27.3.1 A teacher who has completed more than 10 years' continuous employment with the employer and whose employment is terminated otherwise than by the death of the teacher is entitled to an amount of long service leave equal to one-fortieth of the period of the teacher's continuous employment since the last accrual of entitlement to long service leave under cl.27.2.1 and 27.2.2.

27.3.2 A teacher who has completed at least 7 but less than 10 years of continuous employment with the employer and whose employment is terminated for any cause other than by the employer for serious misconduct, is entitled to such amount of long service leave as equals one-fortieth of the period of the teacher's continuous employment.

27.3.3 If a teacher who is entitled to any amount of long service leave dies before or while taking long service leave, then the employer will pay an amount equal to the ordinary pay that would have been payable to the teacher in respect of the period of long service not taken to the teacher's personal representative.

27.3.4 Where a teacher who has completed more than 10 years' continuous employment with an employer dies while still in continuous employment of such employer, the employer (in addition to any sum payable under cl.27.3.3 will pay to the teacher's personal representative in respect of any period of such continuous employment which is after the last accrual of entitlement to long service leave pursuant to cl.27.2.2 a sum equal to the amount of the teacher's ordinary pay for a period equalling one fortieth of such fractional period.

27.3.5 Where a teacher who has completed at least 7 years but less than 10 years of continuous service with an employer dies while still in the employment of such employer, the employer will pay to the teacher's personal representative a sum equal to the amount of the teacher's ordinary pay for the period equalling one fortieth of the teacher's fractional employment.

27.4 Payment in lieu

27.4.1 Except as provided in this clause, an employer will not make payment in lieu of any long service leave or part thereof to a teacher or the teacher's personal representative.

27.4.2 Except as provided in this clause, a teacher or a teacher's personal representative will not accept payment in lieu of any long service leave or part thereof.

27.5 Illness on long service leave

27.5.1 Subject to the production of a supporting medical certificate, a teacher who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the teacher is entitled to sick leave.

27.5.2 Subject to cl.27.5.1 the teacher's long service leave will be extended by the period of illness.

27.5.3 An exception to cl.27.5.1 is that an employer and a teacher may agree that the teacher will return from long service leave as planned with the period of illness increasing the teacher's accrued long service leave entitlement.

27.6 Mode of employment and payment

27.6.1 A teacher whose service has been

- all full-time or
- all at the same part-time fraction

is paid during long service leave at the teacher's normal salary.

27.6.2 Where a teacher's time fraction has varied, salary when proceeding on long service leave is calculated as follows:

(a) Service prior to 1 February 1997

- (i) where all service of the teacher has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;

- (ii) when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. 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;
- (iii) when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. 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;
- (i) if a teacher can show that the teacher's average weekly hours over the whole of the teacher's part-time employment are greater than 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.

(b) Service from 1 February 1997

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 teacher's time fractions over the period of eligible service.

27.7 Exceptions

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.

Cl.26 – Personal leave also provides for illness on long service leave as follows:

- 26.3.4** An employer may require a teacher who claims sick 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 teacher.

G.2 General Staff Member

A General Staff Member, other than a General Staff Member to whom one of cl.G.3 or G.4 applies is entitled to long service leave in accordance with the *Long Service Leave Act 2018* (Vic.).

G.3 General Staff Member – Clerical and Administrative Employee

A General Staff Member who would have been employed pursuant to the *Victorian Independent Schools – Clerical and Administrative Employees – Award 2004* (AW837335CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.27 – Long service leave.

The relevant provisions of cl.27 – Long service leave are as follows.

27. Long service leave

27.1 Entitlement

An employee is entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1992* (Vic.) as amended from time to time.

27.2 Payment

An employee whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the employee's time fractions over the period of eligible service.

G.4 General Staff Member – School Assistant

A General Staff Member who would have been employed pursuant to the *Victorian Independent Schools – School Assistants – Award 19982004* (AW802122CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.26 – Long service leave.

Cl.26 – Long service leave is as follows.

26. Long service leave

A school assistant is entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1992* (Vic.) as amended from time to time.

Cl.25 – Personal leave provides illness on long service leave as follows:

- 25.3.4** An employer may require a school assistant who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner who is reasonably accessible to the school assistant.

EXECUTED as an agreement this 9th day of November 2022

EMPLOYER REPRESENTATIVE

Signed:

[Signature]

Date:

9 NOV 2022

Name in full (printed):

William R Sweeney

Address:

100 Mt Ridley Road Mickleham 3064

Position Title:

Bill Sweeney Approved as per
Principal

Authority to sign explained:

Hume Anglican Grammar the blame.

Anglican Grammar Charter.

Witnessed by:

[Signature]

Witness name in full (printed):

HEATHER PEARSE

Witness address:

100 MT RIDLEY ROAD MICKLEHAM 3064

EMPLOYEE REPRESENTATIVE

Signed:

[Signature]

Date:

9/11/22

Name in full (printed):

CHANNELLE WARING

Address:

100 MT RIDLEY ROAD, MICKLEHAM 3064

Position Title:

STAFF
IEU REP - TEACHER

Authority to sign explained:

EMPLOYEE COVERED BY THE
AGREEMENT

Witnessed by:

[Signature]

Witness name in full (printed):

HEATHER PEARSE

Witness address:

100 MT RIDLEY ROAD MICKLEHAM 3064