



# Lutheran Education (Victorian Schools) Multi Enterprise Agreement 2023

Your IEU-negotiated Agreement  
covering your pay and conditions



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# DECISION

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

**Good News Lutheran College Ltd**  
(AG2023/5046)

## **LUTHERAN EDUCATION (VICTORIAN SCHOOLS) MULTI ENTERPRISE AGREEMENT 2023**

Educational services

DEPUTY PRESIDENT MASSON

MELBOURNE, 5 JANUARY 2024

*Application for approval of the Lutheran Education (Victorian Schools) Multi Enterprise Agreement 2023.*

[1] An application has been made for approval of an enterprise agreement known as the *Lutheran Education (Victorian Schools) Multi Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Good News Lutheran College Ltd.

[2] The Agreement is a multi-enterprise agreement. The Agreement covers the following employer entities:

- Good News Lutheran College Ltd
- Good Shepherd Lutheran Primary School Ltd
- Lutheran Church of Australia Victorian District T/A Luther College
- St. Peter's Lutheran Primary School Ltd
- Geelong Lutheran College Ltd
- Good Shepherd College Ltd
- Holy Trinity Lutheran College Ltd
- Trinity Lutheran College Mildura Ltd
- Nhill Lutheran School Ltd
- Lakeside College Ltd
- St. John's Lutheran Primary School Ltd
- Sunshine Christian School Ltd
- Tarrington Lutheran School Ltd
- Victory Lutheran College Limited

[3] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, which commenced operation on 6 June 2023. By reason of the transitional arrangements for the Amending Act and the *notification time* for the Agreement, which ranges from April to May 2022 depending on each Employer, the *genuine agreement*

requirements for agreement approval in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023 apply to the present application. Further, as the Agreement was *made* on 23 November 2023 the *better off overall test* provisions in Part 2-4 of the Fair Work Act as amended on 6 June 2023 apply.

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

[5] I note that several clauses may be inconsistent with the National Employment Standards (NES). Given the NES precedence clause at clause 1.3 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 January 2024. The nominal expiry date of the Agreement is 31 December 2026.



DEPUTY PRESIDENT

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**Lutheran Education  
(Victorian Schools)**

**Multi Enterprise Agreement**

**2023**

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## **PART 1 APPLICATION AND OPERATION OF AGREEMENT**

### **1. TITLE AND INTRODUCTION**

- 1.1. This Agreement is to be known as the *Lutheran Education (Victorian Schools) Multi Enterprise Agreement 2023* (the Agreement) and is a Multi Enterprise Agreement made in accordance with the provisions of the *Fair Work Act 2009* (Cth) and contains standard terms and conditions mutually agreed as applying to Employees covered by this Agreement.
- 1.2. The National Employment Standards (NES) are minimum terms and conditions that apply to all Employees covered by this Agreement. This Agreement may include terms that are ancillary, incidental or supplementary to the NES and/or terms that have the same or substantially the same effect as provisions of the NES.
- 1.3. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### **2. ETHOS STATEMENT**

- 2.1. Lutheran Schools are an agency of the Lutheran Church of Australia through which the church seeks to carry out its ministry and mission to the people of Australia.
- 2.2. The specific ministry and mission of Lutheran Schools is to provide quality formal education in which the Word of God informs all learning, teaching and activities and forgiveness and grace govern the relationships of the members of the school community.
- 2.3. In order to fulfil this ministry and mission, the staff and management of Lutheran Schools will be committed to the Christian faith. Teachers will teach in accordance with the Lutheran Church's confession of the Christian faith. Staff members and management will identify with, uphold and promote the Lutheran ethos of the school and endeavour, by the grace of God, to exemplify and model the Christian lifestyle. Therefore, staff will strive to develop an understanding of the Lutheran School as a community where all individuals are in service to one another because of what Christ has done for them.

### **3. COMMENCEMENT DATE AND PERIOD OF OPERATION**

- 3.1. This Agreement will commence operation in accordance with the Act and on the Fair Work Commission advising that the Agreement has passed the Better Off Overall Test (BOOT).
- 3.2. The nominal expiry date of this Agreement is 31 December 2026.



## Lutheran Education (Victorian Schools) Multi Enterprise Agreement 2023

### 4. COVERAGE

4.1. This Agreement covers:

- (a) all Schools listed in Schedule 2 – Employers to this Agreement; and
- (b) all Teachers and School Officers, as defined by clause 6 – Definitions, of the Employer, except for:
  - (i) the positions, however named, of Principal, Deputy Principal and Business Manager;
  - (ii) persons employed solely as instrumental music tutors; and
  - (iii) Pastors.

4.2. This Agreement applies to all Employees covered by the Agreement, with

- (a) Parts 1 and 2 applying to both Teachers and School Officers,
- (b) Part 3 applying to Teachers, and
- (c) Part 4 applying to School Officers.

### 5. RELATIONSHIP TO AWARDS

This Agreement operates to the complete exclusion of all awards, which would otherwise cover Employees covered by this Agreement.

### 6. DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor(s)
Awards	means the following: <ul style="list-style-type: none"><li>▪ <i>Education Services (Schools) General Staff Award 2020</i></li><li>▪ <i>Educational Services (Teachers) Award 2020</i></li></ul> or successor awards
Casual Employee	means an Employee employed pursuant to cl.14.7 of this Agreement
Continuous Service	includes all service for which paid leave was applicable. Paid leave includes, but is not limited to personal/carer's leave (sick leave and carer's leave), infectious diseases leave, compassionate leave, school holidays, annual leave, long service leave, qualification conferral leave and the period during which accident make up payments are being received by the Employee. Periods of unpaid leave do not count as service, except at the discretion of the employer. Periods of unpaid leave do not break continuous employment but do not count as continuous service
DOTTL	means duties other than those related to Teaching and Learning. Further details on DOTTL are provided in the Teacher Workload Guidelines which is not incorporated into and does not form part of the Agreement
Employee	means a person covered by this Agreement

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Employer	means the Schools listed in Schedule 2 - Employers for employees in individual schools
Excluded Small Rural Schools	means St Peter's Lutheran School (Dimboola) Good Shepherd College (Hamilton) Nhill Lutheran School St John's Lutheran Primary School (Portland) Tarrington Lutheran School
Experience	means experience of teaching after achieving the qualifications necessary for registration as a Teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Face to Face Teaching	means timetabled, Face-to-Face contact time with students, whether that class consists of a single student or a group of students, for instruction in academic disciplines, curriculum delivery or home class time, which involves an element of preparation and marking.
FWC	means the Fair Work Commission or its successor(s)
Fixed Term Employee	means an Employee employed pursuant to cl.14.6 of this Agreement
Full Time Employee	means an Employee employed pursuant to cl.14.4 of this Agreement
Immediate Family	means <ul style="list-style-type: none"> <li>• a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and</li> <li>• a child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee</li> <li>• it includes step-relations (eg. step-parents and step-children) as well as adoptive relations</li> </ul>
LEVNT	means Lutheran Education VIC, NSW, TAS and ACT Ltd or its successor
NES	means the National Employment Standards
Non-term Weeks	means the weeks in the School Year other than Term Weeks, as set out in the calendar of the School and will not be less than the periods mandated by the Victorian Government for Victorian Government schools. The Employer will announce the periods of Non-term Weeks for each School Year not less than six months prior to the commencement of that School Year
Part Time Employee	means an Employee employed pursuant to cl.14.5 of this Agreement

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Permission to Teach Teacher	means a person who is granted Permission to Teach as defined by the Victorian Institute of Teaching
Principal	means the Principal of a School listed in Schedule 3 - Employers or the Principal's nominee
Representative	means a person, including an Independent Education Union representative, nominated by the Employee or Employer to accompany, support and/or represent the Employee or the Employer
School	means a School listed in Schedule 3 – Employers to this Agreement
School Assistant	means a School Officer engaged as a teacher aide, integration aide or an assistant, technician or coordinator in a library, laboratory or audio visual centre, who was employed with an entitlement to paid school holidays, prior to 15 April 2014. No new employee will be employed as a School Assistant from 15 April 2014
School Holidays	means the Non-term Weeks for School Assistants, which will not be less than the school holidays mandated by the Victorian Government for Victorian Government schools
Teacher appointed to the School Leadership Team	means the Teachers, who are appointed by the Principal to the school leadership team (however named) in accordance with cl.40.9 of this Agreement, and who hold one of the following positions (however named): Head of Campus, Head of School (Junior, Middle, Senior), Head of Curriculum, Directors of Learning or an equivalent position
School Officer	means a non-teaching employee defined under cl.4.2(c) of this Agreement covered by the classification structure in Schedule 1 – School Officer Classification Structure to this Agreement, and includes a School Officer engaged as a School Assistant prior to 15 April 2014
School Year	means - <ul style="list-style-type: none"> <li>• for employees employed on or after 15 April 2014: the period of 12 months from the day employees are required to attend the school for the new educational year or the calendar year, as determined by the school, and includes term weeks and non-term weeks</li> <li>• for employees employed prior to 15 April 2014: the period of twelve months from 1 January each year</li> </ul>
Teacher	means a person employed to teach in the educational program at Primary, Middle and/or Secondary level who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor(s). This definition includes: <ul style="list-style-type: none"> <li>• a classroom teacher</li> <li>• a qualified teacher librarian</li> </ul> but does not include a person employed as a Principal or a Deputy Principal by whatever name called

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Term Weeks	means the weeks in the School Year that students are required to attend the School and the student-free days, as set out in the calendar of the School
VIT	means the Victorian Institute of Teaching or its successor(s) established under the <i>Education and Training Reform Act 2006 (Vic)</i> or its successor(s)

**7. INDIVIDUAL FLEXIBILITY ARRANGEMENT**

- 7.1. Notwithstanding any other provision of this Agreement, the Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates; and
  - (c) penalty rates.
- 7.2. The Employer and the individual Employee must have genuinely made the agreement without coercion or duress. The Employee is entitled to be accompanied if the Employee so wishes by a Representative.
- 7.3. The agreement between the Employer and the individual Employee must be confined to a variation in the application of one or more terms listed in cl.7.1.
- 7.4. The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result at the time the agreement is made in the Employee being better off overall than the Employee would have been if no arrangement was made.
- 7.5. The agreement between the Employer and the individual Employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
  - (b) state each term of this Agreement that the employer and the individual Employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
  - (d) detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 7.6. The Employer must give the individual Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.7. Except as provided in cl.7.5(a), the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.

## **Lutheran Education (Victorian Schools) Multi Enterprise Agreement 2023**

- 7.8. An Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures including translation into an appropriate language, to ensure the Employee understands the proposal.
- 7.9. The agreement may be terminated:
- (a) by the Employer or the individual Employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the Employer and the individual Employee.
- 7.10. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual Employee contained in any other term of this Agreement.

## **8. SCHOOL CONSULTATION**

- 8.1. The parties to this Agreement
- (a) are committed to co-operation and consultation as part of the culture of Lutheran Schools;
  - (b) accept that according to the authority and responsibility structures of Lutheran Schools, final decision making remains the prerogative of each School's governing board as exercised through the Principal of the School;
  - (c) agree that a consultative committee will be established by the end of Term 1 each School Year;
  - (d) agree that the purpose of the consultative committee is as a mechanism by which the Employer and Employees can regularly meet to discuss collective and proactive issues relating to clause 8.2 in a manner that is for the betterment of the School community.  

The forum should not consider individual matters or grievances unless used as an example of broader issues. Matters raised can be done without divulging the identity of the employees concerned.
  - (e) the Employer will consider the views of the consultative committee.
- 8.2. The matters for consultation under cl.8.1(d) are:
- (a) Interpretation of this Agreement and matters arising from the implementation of this Agreement;
  - (b) school-based duties and responsibilities; and
  - (c) workload, including but not limited to, face-to-face hours, other duties related to teaching and learning and DOTTL.
- 8.3. Each Principal will develop, in consultation with Employees, a framework for the consultative committee.

## Lutheran Education (Victorian Schools) Multi Enterprise Agreement 2023

- 8.4. The framework will include reference to:
- (a) size of the committee (proportional Management and Employee representation);
  - (b) role and functions of the committee;
  - (c) consultative processes, such as minimum notice required for a meeting, request for meetings by the Principal or a specified number of committee members, development of agendas for meetings, timing of meetings with a minimum of one meeting per term, preparation and circulation of meeting notes;
  - (d) mechanisms for providing feedback to Employees;
  - (e) the tenure of the committee and its members and their nomination and election process.

## 9. CONSULTATION ABOUT CHANGE

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

### Major change

- 9.2. For a major change referred to in clause 9.1(a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
  - (b) clauses 9.3 to 9.9 apply.
- 9.3. The relevant Employees may appoint a Representative for the purposes of the procedures in this term.
- 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

## Lutheran Education (Victorian Schools) Multi Enterprise Agreement 2023

- (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 clause 9.2(a) and clauses 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.

### Change to regular roster or ordinary 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) cl.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.

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- 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. Application to School Employers
- 9.16.1. For the purposes of cll.9.11 to 9.15, a School’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 may change during the period of operation,is not a regular roster.
  - 9.16.2. However, where a change to a School’s educational timetable directly results in a change to the number of ordinary hours or days of work of an Employee or to the spread of hours over which the Employee’s ordinary hours, are required to be worked, cll.9.11 to 9.15 will apply.
- 9.17. In this clause:  
*relevant Employees* means the Employees who may be affected by a change referred to in clause 9.1.

## 10. DISPUTE RESOLUTION PROCEDURE

- 10.1. In the event of a dispute about a matter under the Agreement, or a dispute in relation to the NES, the following process will be followed:
- 10.1.1. in the first instance, the parties must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor;
  - 10.1.2. if initial discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee



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or Employees concerned and more senior levels of management in the workplace;

- 10.1.3. if discussions under cl.10.1.2 do not resolve the dispute, the Employer or an Employee in a School may elect to refer the dispute to the LEVNT Executive Director (or the representative appointed by the LEVNT Executive Director), who will conduct the discussions in a timely manner. If the dispute is not referred to the LEVNT Executive Director, or the discussions conducted by the LEVNT Executive Director fail to resolve the dispute, then the procedure in cl.10.2 applies.
- 10.2. If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved by discussions at the workplace and/or conducted by the LEVNT Executive Director (or the representative appointed by the LEVNT Executive Director), and all appropriate steps under cl.10.1 have been taken, a party to the dispute may refer the dispute to the FWC.
- 10.3. The FWC must use one or more the following processes to assist the parties to resolve the dispute: mediation, conciliation, expressing an opinion, making a recommendation or consent arbitration.
- 10.4. Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution, including arbitration, permitted by the Act that it considers appropriate to ensure the settlement of the dispute. An Employee or Employer may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.5. An Employee or an Employer who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 10.6. Whilst the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a direction of the Employer to perform work, whether at the same or another workplace, which is safe and appropriate for the Employee to perform.

## **PART 2 CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES**

### **2.1 GENERAL TERMS**

#### **11. NOTIFICATION OF SCHOOL YEAR**

An Employer agrees to provide written notice of the Term Weeks and the days in Non-term Weeks on which Employees are required to attend, six months prior to the commencement of the new School Year.

#### **12. INDUCTION**

The induction of a new Employee is important and induction processes are to be in place at each School.

#### **13. MINIMUM EMPLOYMENT PERIOD**

- 13.1. An Employee's employment is contingent upon the satisfactory completion of a six-month minimum employment period, as defined by the FW Act.
- 13.2. If the Employer is to terminate the employment of an Employee during the six-month minimum employment period, the Employer does not need to provide the relevant notice of termination in clause 16 - Notice of termination of employment and does not need to comply with clause 23 - Performance and conduct management procedures.
- 13.3. If the Employer is to terminate the employment of an Employee within the six-month minimum employment period, then:
  - (a) a Teacher is entitled to four term weeks' notice or four weeks' salary in lieu of notice or part notice and part payment in lieu of notice equivalent to four weeks' notice;
  - (b) a School Officer is entitled to two term weeks' notice or two weeks' salary in lieu of notice or part notice and part payment in lieu of notice equivalent to two weeks' notice.
- 13.4. If the Employee is to resign from employment with the Employer within the six-month minimum employment period, then the Employee is required to give the same notice as applies to the Employer in cl.13.3. Where the Employee fails to give the specified notice, the Employer may deduct from wages due to the Employee under this Agreement:
  - (a) for a Teacher, an amount no more than two (2) weeks' wages for the Teacher.
  - (b) for a School Officer (who is at least 18 years old), an amount no more than one (1) weeks' wages for the School Officer.

Any deduction must not be unreasonable in the circumstances.

**14. MODES OF EMPLOYMENT**

- 14.1. The Employer may employ an Employee as a Full Time, Part Time, Fixed Term or Casual Employee.
- 14.2. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.
- 14.3. An Employee, other than a Casual Employee, will be provided with a letter of appointment setting out the mode of employment and any other relevant conditions of employment.
- 14.4. Full Time Employee
- 14.4.1. The Employer may engage an Employee on a Full Time basis in accordance with this Agreement.
- 14.5. Part Time Employee
- 14.5.1. The Employer may employ an Employee on a Part Time basis in accordance with this Agreement.
- 14.5.2. A Part Time Employee is entitled to receive all entitlements under this Agreement on a pro rata basis.
- 14.5.3. The Employer will make reasonable effort to minimise the days over which a Part Time Employee is required to work unless a different arrangement is made by mutual agreement.
- 14.5.4. At the time of engagement, the Employer
- (a) will provide a Part Time Teacher with a letter of appointment that will include the Part Time Teacher's teaching load, the expected days/hours of attendance, and other work commitments that will generally be proportionate to the teaching load and other work commitments of a Full Time Teacher;
- (b) and the School Officer will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the School Officer will work, the number of weeks of the School Year the School Officer will work and the starting and finishing times each day. This may be varied by agreement between the Employer and the School Officer, with any such variation to be recorded in writing.
- 14.5.5. An Employer cannot vary a Part Time Teacher's teaching load or days of attendance unless:
- (a) the Teacher consents; or
- (b) where such variation is required as a result of a change in funding, enrolment or curriculum, the Employer provides seven weeks' notice in writing or, where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven weeks.

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14.5.6. An Employer may offer to engage a Part-time Employee to work reasonable additional hours provided that:

- (a) the Employee does not work more than eight hours on that day or more than 38 hours per week or, where the ordinary hours of work are averaged, the allowed maximum weekly ordinary hours during the averaging period;
- (b) the hours of work for a School Officer fall within the applicable daily spread of hours in clause 48 – Ordinary hours of work;
- (c) where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of a half-day (Teacher) or two hours (School Officer) will not apply;
- (d) payment of the casual hourly rate of pay in accordance with cl.46.5 (Teacher) or cl.14.7.3 (School Officer) will apply, with the result that additional hours worked under this clause do not accrue leave entitlements under this Agreement or the NES.

14.5.7. A Part Time Employee is not required to accept an offer to work reasonable additional hours made under cl.14.5.6.

### 14.6. Fixed Term Employee

14.6.1. The Employer may employ an Employee to work on either a Full Time or Part Time basis for a fixed period of time of more than four weeks:

- (a) to replace another Employee, or
- (b) to work for a specified period of time, or
- (c) to complete a task for which funding has been made available, or
- (d) which is for a limited period of operation.

14.6.2. At the time of engagement, the Employer will provide the reason for the fixed term nature of the contract in writing to a Fixed Term Employee.

14.6.3. A Fixed Term Employee is entitled to the benefits of this Agreement, on a pro rata basis. A Fixed Term Employee is not entitled to:

- clause 17 – Redundancy, except as permitted by cl.14.6.7 of this Agreement;
- clause 32 – Paid Parental Leave (unless the Employee has had two consecutive 12 month fixed-term contracts).

14.6.4. Before employing a Fixed Term employee on a replacement basis, the Employer will inform the Fixed Term Employee of:

- the temporary nature of the employment;
- the benefits which are applicable under this Agreement;
- the rights of any Employee being replaced.

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- 14.6.5. The termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clause 13 – Minimum Employment Period or clause 16 – Notice of Termination of Employment.
- 14.6.6. A Fixed Term Employee is not entitled to redundancy under this Agreement where the contract is terminated because the Employee being replaced returns from leave earlier than originally notified by the Employee or where the Employee is dismissed for reasons relating to the Employee’s conduct or performance.
- 14.6.7. A Fixed Term Employee will be entitled to redundancy under this Agreement where that Employee has been engaged by the School on consecutive fixed term contracts for an unbroken period of five years or more and the Employee is not offered a subsequent fixed term contract or ongoing employment.
- 14.7. Casual Employee
- 14.7.1. The Employer may employ an Employee to work on a casual basis in accordance with this Agreement.
- 14.7.2. A Casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the Employer in accordance with the Employer’s requirements without the requirement of prior notice by the Employer or the Employee but does not include an Employee who could properly be classified as a Full Time or Part Time Employee under cl.14.4 and 14.5.
- 14.7.3. A Casual School Officer will be paid an hourly rate of 1/38<sup>th</sup> of the weekly rate of pay for the Casual School Officer’s classification, plus a 25% loading in lieu of paid leave entitlements.
- 14.7.4. The Employer must not engage a Casual Teacher for less than a half day or a Casual School Officer for less than 2 hours on any given engagement.
- 14.7.5. An Employee employed on a casual basis is entitled to be paid to the nearest 15 minutes.
- 14.7.6. A Casual Employee is not entitled to any of the following benefits under this Agreement:
- redundancy
  - remuneration packaging
  - annual leave
  - public holidays
  - school holidays
  - annual leave loading
  - notice of termination of employment

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- infectious diseases leave
- paid personal/carer's leave
- paid parental leave
- paid compassionate leave
- examination and assessment task leave
- qualification conferral leave
- accident make-up pay

14.7.7. A Casual Employee is entitled to unpaid community service leave, unpaid carer's leave, unpaid parental leave and long service leave, where eligible.

14.7.8. An Employer must not employ a Casual Teacher, in such a capacity for more than four consecutive term weeks. This engagement may be extended by agreement between the Teacher and the Employer provided it does not exceed one school term.

### **15. STATEMENT OF DUTIES**

15.1. Where a change of job has occurred, an Employee will be provided with a statement of duties, reflecting the change of job.

15.2. Where operationally possible, a School will timetable classes to take into account local and personal needs.

### **16. NOTICE OF TERMINATION OF EMPLOYMENT**

16.1. Notice of Termination - Teachers

16.1.1. Where the Employer wishes to terminate the employment of a Teacher, seven weeks' notice wholly within the one school term, or full payment in lieu or part notice and part payment instead of notice, will be provided to the Teacher.

16.1.2. The period of notice in this clause does not apply:

- to a Teacher employed for less than six months pursuant to clause 13 – Minimum employment period;
- to a Fixed Term Teacher where the date of cessation of employment is stated at the time of appointment; and
- to a Teacher employed as a Casual Teacher.

16.1.3. Payment in lieu of notice is calculated by taking the amount of salary a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

16.1.4. A Teacher must provide the Employer with the same notice period.

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16.1.5. Where a Teacher fails to give the specified notice, the Employer may deduct from wages due to the Teacher under this Agreement, an amount no more than two (2) weeks' wages for the Teacher. Any deduction must not be unreasonable in the circumstances.

### 16.2. Notice of Termination – School Officers

16.2.1. Four weeks' notice in writing will be given by the Employer of the intention to terminate a School Officer's employment, or full payment in lieu of notice or part notice and part payment in lieu of notice will be given. Where a School Officer is employed to work only during Term Weeks, such notice will be given wholly within the one school term.

16.2.2. If notice is given by a School Officer a minimum of four weeks' notice in writing will be given. Where a School Officer is employed to work only during Term Weeks, such notice will be given wholly within the one school term.

16.2.3. The period of notice in this clause does not apply:

- to a School Officer employed for less than six months pursuant to clause 13 – Minimum employment period;
- to a Fixed Term School Officer where the date of cessation of employment is stated at the time of appointment; and
- to a School Officer employed as a Casual School Officer.

16.2.4. Where a School Officer (who is at least 18 years old) fails to give the specified notice, the Employer may deduct from wages due to the School Officer under this Agreement, an amount no more than one (1) weeks' wages for the School Officer. Any deduction must not be unreasonable in the circumstances.

16.2.5. In addition to the notice in cl.16.2.1, a School Officer over 45 years of age at the time of being given notice with not less than two years' continuous service will be entitled to an additional week's notice.

16.2.6. In calculating any payment in lieu of notice, the salary a School Officer would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated will be used.

### 16.3. Summary dismissal

The employment of an Employee may be terminated without notice where that Employee is guilty of serious misconduct.

**17. REDUNDANCY**

17.1. Discussion before termination

17.1.1. Where the Employer has made a definite decision that it no longer wishes the job the Employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Employer will hold discussions with Employee(s) directly affected.

17.1.2. The discussions will take place as soon as is practicable after the decision has been made and will include any reasons for the proposed terminations, the number and categories of Employees likely to be affected, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned. Employees may invite a support person to represent them in these discussions.

17.1.3. The Employer will not be required to disclose confidential information during these discussions the disclosure of which would be inimical to the Employer's interests.

17.2. Transfer to lower paid duties

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

17.3. Temporary arrangement

17.3.1. The Employer may offer a temporary employment arrangement to a Full time or Part Time Employee to avoid declaring an Employee's position of employment redundant. The Employer may:

- (a) offer to a Full Time Employee and the Full Time Employee may agree to accept part-time employment as a temporary arrangement, or
- (b) offer to a Part Time Employee and the Part Time Employee may agree to accept a reduction in the Employee's part-time employment fraction of greater than 25% of the Employee's time fraction as a temporary arrangement.

17.3.2. Such temporary arrangement as set out in cl.17.3.1:

- (a) will be for a period of not greater than the equivalent of one School Year, unless otherwise agreed between the Employer and the Employee; and
- (b) will accrue entitlements on the basis of the employment time fraction applying during the period of the temporary arrangement.



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- 17.3.3. Should the Employer, after the designated or agreed period of time, as appropriate, be unable to return the Employee to the employment time fraction held by the Employee prior to the implementation of the temporary arrangement, the Employee will be entitled to have the position of employment declared redundant.
- 17.3.4. The Employee's entitlement to a severance payment under cl.17.3.3 will be calculated on the basis of the time fraction of the position held by the Employee immediately prior to the implementation of the temporary arrangement.
- 17.3.5. The temporary arrangement in this clause will be in writing, with a copy provided to the Employee.

### 17.4. Redundancy and a part-time Employee

A part-time Employee whose hours of work are increased or decreased by a total of more than 25% of the Employee's time fraction in any one School Year, or by 40% over two consecutive School Years, without the Employee's consent, is entitled to the provisions of this clause.

### 17.5. Severance pay

Instead of the severance pay provided by the NES, the severance pay for an Employee will be in accordance with the following:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and over	2 weeks' pay for every year of completed service with a pro rata payment for a partly completed year (minimum is 12 weeks' pay and maximum is 26 weeks' severance pay)

\* "Weeks' pay" means the ordinary time rate of pay for the Employee concerned

### 17.6. Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be

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entitled to the same benefits and payments under cl.17.5 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

### **17.7. Alternative employment**

Subject to s.120 of the Act, the Employer, in a particular redundancy case, may vary the general severance pay prescription if it obtains alternative employment for an Employee that is acceptable to that Employee.

### **17.8. Time off during notice period**

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

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

## **18. STATEMENT OF SERVICE**

Upon termination of employment, the Employer will provide a statement of service, upon request from the Employee, specifying the period of employment and the classification of, or type of work, performed by the Employee together with any additional duties or responsibilities performed by the Employee.

## **19. REMUNERATION PACKAGING**

19.1. 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 Employer policy, legislation and Australian Taxation Office rulings until otherwise advised.

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

19.3. In the event that an Employee enters into such an arrangement, it is agreed that the arrangement is a variation on the pay Schedules under this Agreement and there is no breach of the pay Schedules.

**20. SUPERANNUATION**

The Employer makes an employer superannuation contribution, in accordance with the Superannuation Guarantee legislation contribution rate, to a complying superannuation fund nominated by the Employee. Should an Employee not nominate a complying superannuation fund, a request for stapled superannuation fund details will be made to the ATO. If the Employer is advised by the ATO that the Employee does not have a stapled superannuation fund, the Employer's default superannuation fund applies. The Employer's default fund is Mercer Super Trust – Lutheran Super Plan ABN 19905 422 981 or its successor fund.

**21. PAYMENT ARRANGEMENTS**

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

**22. CAREER BREAK SCHEME**

- 22.1. An Employee, other than a casual or fixed term Employee, may apply to the Employer to participate in a career break scheme. The application is granted at the discretion of the Employer, taking into account the overall needs of the School.
- 22.2. The career break scheme will usually take the following form:
- (a) a five-year agreement, in which the fifth year is a year of leave without pay;
  - (b) in the first four years, the Employer agrees, if requested in writing by the Employee, to transfer some of the Employee's net salary (ordinarily 20 per cent of each salary payment) into a financial institution account controlled by the Employee;
  - (c) the fifth year as the career break commencing on the first day of Term 1 and continuing until the end of that School Year.
- 22.3. The career break may be taken in conjunction with other forms of leave, such as long service leave, provided that the period of leave does not exceed one year, unless the Employer and the Employee otherwise agree in writing.
- 22.4. An Employee may only withdraw from the agreed arrangement by providing notice in writing of two terms during the fourth year of the career break scheme and not less than one term's notice in writing during the first three years of the career break scheme.
- 22.5. An Employer may withdraw from the agreed arrangement by providing the Employee with not less than two terms' notice in writing.
- 22.6. The Employee is required to confirm the Employee's intention to return to work by the last day of Term 3 during the fifth year of the career break scheme. This clause overrides the notice provision for resignation in cl.16.1.4 and 16.2.2.
- 22.7. An Employer and an Employee may agree to a career break scheme for more or less than five years.

## 23. PERFORMANCE AND CONDUCT MANAGEMENT PROCEDURES

### 23.1. Application

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

- (a) where an Employee's employment is terminated during the minimum employment period pursuant to clause 13 - Minimum Employment Period of this Agreement;
- (b) for a casual Employee.

### 23.2. Performance Management

23.2.1. Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.

23.2.2. A formal performance management procedure will commence with the Employer advising the Employee in writing of:

- (a) the Employer's concern(s) with the Employee's performance;
- (b) the time, date and place of the first formal meeting to discuss the Employee's performance;
- (c) 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;
- (d) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).

23.2.3. Formal performance management meetings will

- (a) include discussion of the Employer's concern(s) with the Employee's performance;
- (b) give the Employee an opportunity to respond to the Employer's concern(s);
- (c) include discussion of any counselling or assistance, where appropriate, available to the Employee;
- (d) include documentation, where appropriate;
- (e) set periods of review, as appropriate.

23.2.4. If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice pursuant to clause 16 – Notice of termination of employment.

23.3. Conduct Management

- 23.3.1. Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- 23.3.2. The Employer will advise the Employee in writing of:
- (a) the Employer's concern(s) with the Employee's conduct;
  - (b) the time, date and place of the meeting to discuss the Employee's conduct;
  - (c) 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;
  - (d) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- 23.3.3. The formal conduct management meeting(s) will:
- (a) include discussion of the Employer's concern(s) with the Employee's conduct;
  - (b) give the Employee an opportunity to respond to the Employer's concern(s).
- 23.3.4. Concern(s) with an Employee's conduct may be resolved by:
- (a) 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;
  - (b) issuing the Employee with a warning or a final warning in writing;
  - (c) terminating the employment of the Employee in accordance with the relevant notice provision;
  - (d) conclude the process, with no further action being taken;
  - (e) other action, appropriate to the situation.

**24. ACCIDENT MAKE-UP PAY**

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

- 24.2. If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), then the Employee accrues annual leave (pro rata of four weeks' annual leave) under this Agreement or under the Act (where relevant) only for the period that the Employee is in receipt of accident make-up pay.

**25. ANNUAL LEAVE LOADING**

- 25.1. An Employee who has given service for which salary has been received throughout the School Year is entitled to an annual leave loading of 17.5% on a maximum of four weeks' annual leave to be paid in the first December pay period of each School Year.
- 25.2. An Employee who is engaged to work Term Weeks and who is employed for part only of a School Year is entitled to be paid annual leave loading as follows:

$$\frac{17.5\% \text{ of number of working weeks (excluding Non-term Weeks)}}{\text{Number of School's Term Weeks}} \times 4 \times \frac{\text{Annual rate of pay}}{52.18}$$

applicable on 1 December of that year, or when employment is terminated prior to that date, at the weekly rate of pay applicable at the time of termination of employment.

- 25.3. An Employee who is engaged to work during Term Weeks and Non-term Weeks and is entitled to four weeks' annual leave is entitled to be paid annual leave loading as follows:

$$\frac{17.5\% \text{ of number of working weeks}}{48} \times 4$$

times the weekly rate of pay applicable on 1 December of that year, or when employment is terminated prior to that date, at the weekly rate of pay applicable at the time of termination of employment.

- 25.4. For the purposes of the formula in cll.25.2 and 25.3, the number of working weeks is adjusted to exclude leave without pay where more than ten days is taken by an Employee during the School Year.
- 25.5. As an alternative to cll.25.1, 25.2 and 25.3, an Employer may, at its election, pay annual leave loading to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at the commencement of the School Year, or as subsequently varied, by 1.342 per cent. Where an Employer elects to pay annual leave loading with each salary payment throughout the School Year, the Employer will advise the Employee in writing.

**26. BREAKAGE AND LOSS**

An Employee who takes reasonable care will not suffer loss of income in respect of any accidental breakage or loss of school property which occurs in the normal course of an Employee's duty.

**2.2 LEAVE ENTITLEMENTS**

**27. COMMUNITY SERVICE LEAVE**

27.1. Community service leave is provided for in the NES.

27.2. Jury service leave

27.2.1. 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.

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

27.2.3. 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.

27.2.4. 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.

27.2.5. Subject to cl.27.2.2, 27.2.3 and 27.2.4, the Employer will pay the Employee's normal salary to the Employee (other than to a Casual Employee) during the period that the Employee is on jury service leave. The Employee will reimburse the Employer to the value of the payment received from the Court Authority following the Employee's return to work from jury service leave. The Employer will reimburse a Casual Employee 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.

## 28. PERSONAL/CARER'S LEAVE

### 28.1. Entitlement

Personal/carer's leave is in accordance with the NES as amended from time to time, except where this Agreement provides ancillary or supplementary terms.

28.1.1. Paid personal/carer's leave is available to an Employee when the Employee is absent:

- (a) due to personal illness or injury (sick leave); or
- (b) for the purposes of caring for an Immediate Family or household member who is sick and requires the Employee's care or support or who requires care or support due to an unexpected emergency (carer's leave).

28.1.2. A Full Time Employee is entitled to fifteen days of paid personal/carer's leave in each year of service. A Part Time Employee is entitled to paid personal/carer's leave on a pro rata basis based on the Employee's specified hours. This leave is cumulative.

28.1.3. Written agreement

- (a) An Employer and Employee may agree in writing to the Employee taking a period of paid personal/carer's before the Employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken and the date on which leave commences; 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 agreement may be made after the commencement date.
- (d) The Employer must keep a copy of any agreement as an employee record.
- (e) If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid personal/carer's already taken in accordance with an agreement under clause 28.1.3(b), 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 personal/carer's leave taken in advance to which an entitlement has not been accrued.

### 28.2. Sick Leave

28.2.1. An Employee is entitled to access personal/carer's leave entitlements where the Employee is unable to perform the Employee's duties by reason of personal illness or injury.

28.2.2. An Employee must, as soon as reasonably practicable and during the ordinary hours of the first day of such absence, inform the Employer of



the Employee's inability to attend for duty and state the general nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the Employer during the ordinary hours of the first day of such absence, then the Employee will inform the Employer as soon as reasonably possible of such absence.

28.2.3. Evidence supporting claim

An Employee is entitled to sick leave provided that:

- (a) the Employee produces satisfactory evidence to the Employer (a medical certificate, for example, is satisfactory evidence) for any absence of more than two consecutive days to satisfy a reasonable person that the Employee was genuinely entitled to the personal/carer's leave;
- (b) if so required by the Employer, the Employee must provide evidence satisfactory to a reasonable person, such as a medical certificate, for any absence contiguous with a public holiday, the first or last day of a term or a School-determined day of leave to which the Employee is entitled and which would not otherwise require the production of a medical certificate; or
- (c) the Employee produces reasonable evidence satisfactory to a reasonable person, such as a medical certificate, where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or other evidence satisfactory to a reasonable person exceeds five days in the one year.

28.2.4. Sick leave whilst on long service leave

An Employee is entitled to personal/carer's leave whilst on long service leave if the Employee can produce a medical certificate from a registered medical practitioner stating that the Employee was sick during the period and stating the duration of the illness.

28.3. Carer's Leave

An Employee is entitled to use the Employee's personal/carer's leave to care for a member of the Employee's Immediate Family or household who is sick and requires care or support or who requires care or support due to an unexpected emergency.

28.3.1. Notice required for carer's leave

- (a) When taking carer's leave, the notice must include:
  - the name of the person requiring care or support;
  - the person's relationship to the Employee;
  - the reasons for taking such leave; and
  - the estimated length of absence.
- (b) If it is not practicable for the Employee to give prior notice of absence, then the Employee must notify the Employer of such absence at the first opportunity on the day of absence.

28.3.2. Evidence supporting claim

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The Employee must, if required by the Employer, provide satisfactory evidence of the need to take personal/carer's leave to satisfy a reasonable person.

### 28.3.3. Unpaid carer's leave

- (a) Where an Employee has exhausted all paid personal/carer's leave entitlements, the Employee is entitled to a period of up to two days' unpaid carer's leave for each occasion to care for a member of the Employee's Immediate Family or household who is ill or injured and require care or support or who requires care due to an unexpected emergency.
- (b) This leave may be taken in a single, unbroken period of up to two days or any separate periods to which the Employee and the Employer agree.
- (c) The Employee is only entitled to unpaid carer's leave if the Employee has complied with the notice and documentation requirements in cl.28.3.1 and 28.3.2 of this Agreement.

## 28.4. Flexible Personal leave

28.4.1. At the commencement of a School Year, one third (33.3 per cent) of an Employee's annual personal/carer's leave entitlement for that School Year, will be regarded as being available for flexible personal leave in that School Year. For example, flexible personal leave for a full-time Employee who gives service for a full School Year will be five days. An Employee who is employed on a part-time basis and/or who gives service for less than the full School Year will have pro rata of five days' flexible personal leave.

28.4.2. In any School Year, an Employee cannot access more than 33.3 per cent of the Employee's annual personal/carer's leave entitlement for that School Year as flexible personal leave.

28.4.3. An Employee must:

- (a) request flexible personal leave in writing and provide the reason for requesting leave;
- (b) make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and
- (c) take flexible personal leave as a full-day or a half-day.

28.4.4. The Employer will grant flexible personal leave subject to:

- (a) satisfaction of the application requirements, and
- (b) the operational requirements of the workplace for that day or half day, and
- (c) the provision of evidence, if requested by the Employer.

28.4.5. For the purpose of this clause, flexible personal leave may be accessed:

- (a) to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;

- (b) when a person who is not a member of the Employee's Immediate Family or household contracts or develops a personal injury or illness that poses a serious threat to life;
- (c) to attend to a matter of urgent pressing necessity or obligation;
- (d) to appear before a court or a tribunal;
- (e) to observe holy days;
- (f) for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander;
- (g) for compulsory interviews or assessments, which are required under a pre-adoption process;
- (h) for attending an examination or completing assessment beyond that provided under clause 36;
- (i) for pre-natal appointments, noting that an Employee may access personal/carer's leave under cl.28.2 instead of, and/or in addition to, flexible personal leave;
- (j) for moving from the Employee's primary residence to another primary residence;
- (k) for participation in special events such: significant family or community events or sports representation at a national level, as agreed to by the Employer; or
- (l) as otherwise agreed to by the Employer.

**29. COMPASSIONATE LEAVE**

- 29.1. Compassionate leave is in accordance with the NES as amended from time to time, except where this Agreement provides ancillary or supplementary terms.
- 29.2. An Employee may take three days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or contracts or develops a personal injury or illness that poses a serious threat to life.
- 29.3. This leave may be taken in a single unbroken period or separate periods of one day or as agreed by the Employer and the Employee.
- 29.4. 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.

**30. INFECTIOUS DISEASES LEAVE**

- 30.1. An Employee will be entitled to leave with pay when the Employee contracts one of the following infectious diseases through contact in the workplace and the disease is evident in the workplace:
- German measles
  - Chickenpox
  - Measles
  - Meningitis
  - Mumps
  - Scarlet fever
  - Whooping cough
  - Rheumatic fever
  - Hepatitis
  - SARS, bird flu or swine flu.
- 30.2. The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner, which specifically names the disease as soon as is reasonably practicable.

**31. PARENTAL LEAVE**

- 31.1. Application
- 31.1.1. Parental leave is in accordance with the NES as amended from time to time, except where this Agreement provides ancillary or supplementary terms.
- 31.1.2. Under the NES, parental leave applies to an Employee, other than a casual Employee who is not an Eligible Casual Employee.
- 31.2. Application of the NES to an Eligible Casual Employee
- 31.2.1. For the purpose of this clause, an Eligible Casual Employee means a Casual Employee
- (a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
  - (b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

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- 31.2.2. Where an Employee is an Eligible Casual Employee, an Employer must not fail to re-engage an Eligible Casual Employee because:
- (a) the Eligible Casual Employee or the Eligible Casual Employee's spouse is pregnant; or
  - (b) the Eligible Casual Employee is or has been immediately absent on parental leave.
- 31.2.3. The rights of the Employer in relation to the engagement and re-engagement of an Eligible Casual Employee are not affected, other than in accordance with this clause.

### 31.3. Entitlement to unpaid leave

- 31.3.1. An Employee is entitled to a total of 24 months' unpaid parental leave:
- (a) provided the Employee has completed at least 12 months of continuous service with the Employer (this includes where an employee has had two consecutive 12 month fixed term contracts); and
  - (b) provided the leave is associated with
    - (i) the birth of a child of the Employee or the Employee's spouse or de facto partner, or
    - (ii) the placement of a child with the Employee for adoption; and
  - (c) the Employee has or will have responsibility for the care of the child.
- 31.3.2. Under the NES, an Employee who has taken unpaid parental leave for the Employee's available parental leave period may request a further period of up to 12 months' unpaid parental leave.
- 31.3.3. Unpaid parental leave does not break the continuity of employment but does not count as continuous service for the purpose of accrual of any benefits or entitlements under this Agreement, including annual leave and personal/carer's leave, except that long service leave will accrue in accordance with the NES or the *Long Service Leave Act 2018* (Vic) (or its successor), as appropriate.

### 31.4. Superannuation payable on unpaid parental leave

- 31.4.1. Employees who are the primary care giver are entitled to receive superannuation contributions on a period of unpaid parental leave for up to 36 weeks. This will be paid at the Employee's ordinary rate of pay. Where the amount of unpaid parental leave taken is less than 36 weeks, the amount of superannuation payable will be prorated.

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- 31.5. Right to request part time work
- 31.5.1. Subject to cl.31.5.2, an Employee entitled to parental leave under the NES may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.
- 31.5.2. An application pursuant to cl.31.5.1 must be made as soon as possible but not less than three weeks prior to the date upon which the Employee is due to return to work from parental leave.
- 31.5.3. The Employer will consider any request having regard to the Employee's circumstances, and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 31.5.4. An Employees' request and the Employer's decision must be recorded in writing.
- 31.6. Unpaid pre-adoption leave
- 31.6.1. An Employee seeking to adopt a child is entitled to:
- (a) unpaid leave, and/or
  - (b) access flexible personal leave in accordance with cl.28.4 of this Agreement for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- If unpaid leave is taken for this purpose, then the Employee and the Employer should agree on the length of the unpaid leave.
- 31.6.2. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave in accordance with the NES.
- 31.7. Returning to work after a period of parental leave
- 31.7.1. An Employee will be entitled to return to the position which the Employee held immediately before proceeding on parental leave.
- 31.7.2. In the case of an Employee transferred to a safe job pursuant to the NES, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A part-time Teacher will be entitled to the same time fraction.
- 31.7.3. Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.

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31.7.4. For the purposes of this clause, position includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects.

### **31.8. Communication during parental leave**

31.8.1. Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

31.8.2. The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

31.8.3. The Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with cl.31.8.1.

### **31.9. Parental leave and other entitlements**

An Employee may in lieu of, or in conjunction with, parental leave under the NES, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period, as agreed.

### **31.10. Entitlements during no safe job leave**

An Employee entitled to no safe job leave under the NES will be provided with the rate of pay and conditions of employment attached to the job held immediately prior to taking no safe job leave.

## **32. PAID PARENTAL LEAVE**

32.1. An Employee who qualifies for, and takes, unpaid parental leave to be the primary caregiver of the child pursuant to clause 31 – Parental Leave is entitled to up to 16 weeks paid parental leave for the period that would otherwise be unpaid at the Employee's ordinary rate of pay. Paid parental leave is taken for the first 16 weeks commencing from the date of birth or placement of the child, unless otherwise agreed with the Employer. An Employee, who takes less than 16 weeks of unpaid parental leave, is entitled to a payment equivalent to the weeks of unpaid leave taken. The leave can be taken at half pay if requested by the Employee.

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- 32.2. If the pregnancy of an Employee ends by the birth of a still born child, or the child is born and later dies, at least 20 weeks into the pregnancy, the Employee is entitled to take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee originally intended to take. If the Employee takes less than 16 weeks of leave with pay, the Employee will be paid for the period of leave taken.
- 32.3. In order for an Employee to access a second or subsequent period of paid parental leave, the Employee must have returned to work for a period of 52 weeks' continuous service.
- 32.4. Paid parental leave accrues
- (a) annual leave (pro rata of four weeks' annual leave or one week), which is included in the payment made under cl.32.1 or less, where a lesser period of paid leave is taken;
  - (b) personal/carer's leave; and
  - (c) long service leave.
- 32.5. **Paid Partner Leave**
- This clause applies to a full-time or part-time Employee who is entitled to unpaid parental leave as a partner in accordance with the NES.
- 32.6. An Employee who qualifies for unpaid parental leave as a partner under the NES is entitled to payment at the Employee's ordinary rate of pay for up to four weeks of leave that would otherwise be unpaid. The timing and taking of the four weeks paid partner leave will be negotiated between the Employer and Employee. Paid partner leave is to be taken within 6 months of the date of birth or placement of the child.
- 32.7. The payments in cl.32.1 and 32.6 are payable to one Employee only, including where the Employer employs both parents of the child. For the avoidance of doubt, where the Employer employs both parents of the child only one parent will be entitled to payment under cl.32.1 but the other parent will be eligible to receive paid partner leave under cl.32.6.

### **33. LEAVE WITHOUT PAY**

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

### **34. PUBLIC HOLIDAYS**

- 34.1. Public holidays are provided in accordance with the NES as amended from time to time, except where this Agreement provides ancillary or supplementary terms.
- 34.2. An Employee is entitled to public holidays in accordance with the NES.
- 34.3. By agreement between the Employer and an individual Employee, an alternative day may be taken as the public holiday in lieu of any of the days specified by the NES.



**35. PORTABILITY OF LEAVE**

- 35.1 Where an Employee commences employment with another Lutheran School, Regional or National Office of Lutheran Education in Australia within 12 months of the date that employment terminated with an Employer listed in Schedule 3 – Employers to this Agreement for the reason of resignation or redundancy:
- (a) the Employer will pay any accrued long service leave entitlement at the time that employment terminates;
  - (b) accrued personal/carer’s leave will be fully transferrable to the new Employer; and
  - (c) employment with the previous Employer will be recognised and treated as continuous employment with the new Employer for the purpose of accruing long service leave.
- 35.2 At the time of accepting employment with the new Employer, the Employee must notify the previous Employer in writing, providing the date that employment commences.

**36. EXAMINATION AND ASSESSMENT TASK LEAVE**

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

**37. 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.

**38. LONG SERVICE LEAVE**

38.1. Entitlement

- 38.1.1. An Employee is entitled to long service leave in accordance with the NES or the *Long Service Leave Act 2018* (Vic), as appropriate, except where this Agreement provides ancillary or supplementary terms.
- 38.1.2. From 1 January 2010, the long service leave entitlement accrues at the rate of 1.3 weeks per year of continuous employment and an Employee is entitled to long service leave of 9.1 weeks upon the completion of seven years of continuous employment. Entitlements accrued prior to 1 January 2010 will remain accrued as per the *Long Service Leave Act 2018* (Vic) or the relevant pre-reform award.
- 38.1.3. An Employee is entitled to a pro rata payment upon the cessation of employment after 7 years of continuous employment.

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### 38.2. Taking and payment of long service leave

38.2.1. The timing of taking of long service leave will be negotiated between the Employer and the Employee for mutual advantage.

38.2.2. The period of long service leave for a Teacher will usually be for not less than a school term. An application by a Teacher for a shorter period of long service leave will be considered by the Principal. Where a Teacher applies to take long service leave, the application must be in writing and submitted to the Principal before the end of Term 3 the year before the requested leave starts. However, the School may in its discretion approve long service leave applications at later dates where the operating needs of the School are not impacted and/or where a Teacher requests special consideration. Where a teacher does not have sufficient leave to cover an entire term, a period of unpaid leave may be granted by the Principal and if requested the Employer will spread the payment across the full leave period.

38.2.3. The period of long service leave for a School Officer will be for not less than one day. Where a School Officer applies to take long service leave, they must provide reasonable notice. The application must be in writing and submitted to the Principal. Where a School Officer is applying to take long service leave for a period more than 2 weeks, they must provide a minimum of six months' notice. Where a School Officer is applying to take long service leave for a period of 2 weeks or less, they must provide a minimum of four weeks' notice. However, the School may in its discretion approve long service leave applications at later dates where the operating needs of the School are not impacted and/or where a School Officer requests special consideration.

38.2.4. An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.

38.2.5. In all other circumstances, payment will be as follows:

(i) Teachers, Nurses and School Officers whose entitlements fall under the *Victorian Independent Schools – Clerical/Administrative Employees – Award 2004* as per the NES 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 School Officers will be entitled to payment for long service leave calculated in accordance with *the Long Service Leave Act 2018* (Vic), as amended from time to time.

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38.2.6. An Employee may request the Employer to grant the Employee an amount of long service leave

- (a) twice as long as the amount to which the Employee would otherwise be entitled; and
- (b) at a rate of pay equal to half the Employee's ordinary pay.

38.2.7. An Employer must grant a request made under cl.38.2.6 if it is reasonable to do so having regard to the needs of the Employee and the needs of the Employer's business. If applicable, Non-term Weeks that accrue under this long service leave arrangement are paid at the Employee's substantive rate of pay.

### 38.3. Illness on Long Service Leave

38.3.1. Subject to clause 38.3.2, if an Employee becomes ill or suffers an injury while on long service leave, the Employee is entitled to have the period of illness or injury treated as personal leave, provided the Employee is entitled to personal leave and can produce a valid medical certificate for the period of personal leave. The Employee's long service leave will be extended by the period of illness.

38.3.2. An exception to 38.3.1 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.

### 38.4. The Employee's application:

38.4.1. must be received by the Employer during the period of illness or injury;

38.4.2. must be in writing unless the injury or illness is such that the Employee is unable to write;

38.4.3. must be accompanied by certificate from a medical practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and

38.4.4. must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

## 39. FAMILY VIOLENCE LEAVE

### 39.1. Definitions

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

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### 39.1.2. **Family member** means:

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

Note: For this clause, a spouse or de facto partner includes a former spouse or a former de facto partner.

### 39.1.3. **Sensitive personal information** means information that identifies the Employee and discloses the Employee's experience of being subjected to family violence.

## 39.2. Leave entitlement

39.2.1. A full-time Employee, other than a casual employee, who is subject to an act or acts of family violence, is entitled to twenty (20) days of paid family violence leave in a School Year.

39.2.2. A part-time Employee, other than a casual employee, is entitled to a total of twenty (20) days of leave comprising paid and unpaid leave. The paid leave entitlement is pro rata of twenty (20) days of paid leave based on the part-time Employee's ordinary hours of work, providing that the part-time Employee receives at least 10 days of paid leave.

39.2.3. A casual employee is entitled to paid family violence leave for up to ten (10) days per year.

NOTE: If, during the period of operation of this Agreement, the NES is amended to provide a further period of paid family and domestic violence leave, then the paid entitlement in cl.39.2 will be offset against the paid NES leave entitlement.

39.2.4. Family violence leave may be taken as:

- (a) a continuous period;
- (b) a single period of one day; or
- (c) any separate period/s of less than one day which the Employer and Employee agree.

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

## 39.3. Purpose of leave

Family violence leave is for:

- (a) meeting with police to report on an incident of family violence (including any required ongoing attendance with police);
- (b) attending legal proceedings, counselling, appointments with medical, financial or legal professionals;

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- (c) attending a support service providing support to persons experiencing family violence;
- (d) relocation or the making of other safety arrangements;
- (e) other activities reasonably associated with the experience of family violence.

### 39.4. Notice and evidentiary requirements

- 39.4.1. An employee must give notice to the Principal, or the Principal's delegate, of the taking of leave under this clause.
- 39.4.2. The notice:
  - (a) must be given as soon as practicable (which may be at a time after the leave has commenced); and
  - (b) must advise of the period, or expected period, of the leave.
- 39.4.3. The Employee will ordinarily provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set above in cl.39.3. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), a family violence support service or a lawyer, or the Employee may provide a statutory declaration.
- 39.4.4. The Employer will not place the documentary evidence provided under cl.39.4.3 on the Employee's file, unless expressly permitted by the Employee. Instead, the Employer may place a note on the Employee's file confirming:
  - (a) the dates that family violence leave was taken; and
  - (b) that documentary evidence was sighted by the Employer.
- 39.4.5. Sensitive personal information provided by the Employee to the Employer concerning family violence will be kept confidential to the extent possible, except where disclosure is required by law or to prevent a serious threat to the life, health and/or safety of any individual.

## PART 3 CONDITIONS OF EMPLOYMENT FOR A TEACHER

Part 3 of this Agreement sets out the conditions of employment that apply to a Teacher.

### 40. ORDINARY HOURS OF WORK

- 40.1. This clause of the Agreement supplements the NES that deals with maximum weekly hours. The Teacher Workload Guidelines provides further detail, however it is not incorporated into and does not form part of the Agreement.
- 40.2. Notwithstanding the NES, and due to the operational requirements of Employers, the ordinary hours of work of a Teacher may be averaged over the School Year.
- Subject to cl.40.11, for a Part-Time Teacher, the pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for a Part-Time Teacher by the number of face-to-face teaching hours for a Full Time Teacher in the School.
- 40.3. Subject to cl.40.5, the maximum face-to-face teaching hours for a Full Time Teacher will be as set out in cl.40.4 based on the number of student contact days within a School Year.
- 40.4. Maximum weekly Face to Face Teaching load for all Schools other than Excluded Small Rural Schools will be:

#### 40.4.1. Primary Teacher

	Number of student contact days in School Year		
	195 days	190 days	185 days
	<b>Maximum Face-to-Face hours/week</b>	<b>Maximum Face-to-Face hours/week</b>	<b>Maximum Face-to-Face hours/week</b>
<b>2023</b>	22.5	23.1	23.7
<b>2024</b>	22.0	22.6	23.2
<b>2025</b>	21.0	21.5	22.1

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40.4.2. Secondary Teacher

	Number of student contact days in School Year		
	195 days	190 days	185 days
	<b>Maximum Face-to-Face hours/week</b>	<b>Maximum Face-to-Face hours/week</b>	<b>Maximum Face-to-Face hours/week</b>
<b>2023</b>	20.0	20.5	21.1
<b>2024</b>	19.5	20.0	20.5
<b>2025</b>	18.5	19.0	19.5

Note: Sliding scale calculation is based on ratio of actual student contact days to 195 but does not increase even if student contact days are lower than 185 days in a year.

40.5. Excluded Small Rural Schools will attempt to meet face-to-face teaching hours set out in cl.40.4 but acknowledge that this is difficult due to limited teacher availability. Where an Excluded Small Rural School exceeds the face-to-face teaching hours set out in cl.40.4 an allowance will be paid as specified in the Teacher Workload Guidelines. The maximum face-to-face teaching hours for a Full Time Teacher in an Excluded Small Rural School will be:

- (a) 23 hours for secondary teachers; and
- (b) 25.5 hours for primary teachers.

regardless of the number of student contact days within a School Year.

40.6. For a Teacher in a P-12 setting the pro-rata of the face-to-face teaching hours will consider the proportion of teaching performed in years P-6 (Primary) and 7-12 (Secondary) respectively.

40.7. The ordinary hours of work for a Teacher during Term Weeks are variable. In return, a Teacher is not generally required to attend for work during Non-term Weeks.

40.8. The exceptions to cl.40.7 are:

- (a) where a Teacher agrees to attend for work during Non-term Weeks;
- (b) where a Teacher undertakes school-related events, such as intrastate, interstate and overseas trips, conferences, etc. during Non-term Weeks by mutual consent;
- (c) where a Teacher appointed to a position of responsibility pursuant to clause 49 - Positions of Responsibility is performing duties in Non-term Weeks that are directly associated with the position of responsibility;
- (d) where a Teacher appointed to a position on the School Leadership Team (or equivalent) negotiates different attendance arrangements.

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- 40.9. Teacher appointed to the School Leadership Team
- 40.9.1. For the exception under cl.40.8 (d) to apply:
- (a) the position description and/or letter of appointment must state the number of weeks of attendance required during Non-term Weeks, and
  - (b) the allowance for the position must be greater than the relevant Level 1 allowance in clause 47 - Positions of Additional Responsibility.
- 40.9.2. A School Leadership Team member will be entitled to a minimum of four weeks' annual leave and two weeks' additional leave, with leave to be taken during Non-term Weeks unless otherwise agreed by the Employer.
- 40.10. Allocation of work
- 40.10.1. In allocating work to a Teacher, the Principal of a School endeavours to provide, as far as practicable, an equitable distribution of work across all Teachers in the School.
- 40.10.2. Where a Teacher considers the Teacher's workload to be excessive or unreasonable, the Teacher should raise such concerns with the Principal of the School.
- 40.11. Part Time Teacher
- 40.11.1. For all Part Time Teachers with a secondary teaching load employed prior to the commencement of this Agreement, the pro rata basis will be calculated by dividing the number of face-to-face teaching hours by 18 hours per week for a secondary Teacher.
- Note: a Full-Time Teacher who becomes a Part-Time Teacher after the commencement of this Agreement will have their load calculated in accordance with cl.40.3 – 40.5. Additionally, a Part-Time Teacher with a primary teaching load who later takes on a secondary teaching load after the commencement of the Agreement will have their load calculated in accordance with cl.40.3 – 40.5.
- 40.11.2. Face-to-face teaching for a Part Time Teacher shall include all scheduled classes allocated to the Teacher whether that class consists of a single student or a group of students.
- 40.11.3. The Employer will make reasonable effort to minimise the days over which a Part Time Employee is required to work unless a different arrangement is made by mutual agreement.
- 40.11.4. For a Part Time Teacher, the associated duties will be generally proportionate to the associated duties expected of a Full Time Teacher.
- 40.11.5. Where a part-time Teacher works additional hours, the Teacher will be paid for all such hours in accordance with the hourly rate set out in cl.46.5 of the agreement.



40.12. Graduate Teachers and Mentor Teachers

- 40.12.1. To assist the graduate Teacher to meet VIT teacher registration requirements, an Employer will provide a graduate Teacher in the first and second year of teaching, with:
- (a) a reduction in the Teacher's teaching load, which is additional to the standard release time, or
  - (b) a reduction in duties (such as yard duty, pastoral care, etc.), or
  - (c) additional time release.

The support provided will be determined subject to available resources and consultation with the graduate teacher.

- 40.12.2. A Teacher assigned to mentor a graduate Teacher, during the graduate Teacher's first and second year of teaching, will have the mentoring responsibility taken into consideration in the context of the mentor Teacher's total workload.

**41. DAYS OF ATTENDANCE**

- 41.1. The maximum number of days that Teachers will be required to attend the school during term weeks and non-term weeks is 200 in each school year with the following exceptions which are not counted toward days of attendance:
- Attendance at mutually agreed activities that are conducted on a weekend
  - School related learning tours, trips, conferences and similar activities undertaken by mutual consent on weekends or during non-term weeks
  - when a Teacher appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position; and
  - in an exceptional circumstance, such as in the event of a tragedy in the school community, where a Teacher may be recalled to perform duties relating to their position such as the requirement to provide pastoral care to students.

**42. MEAL BREAK**

- 42.1. A Teacher who is engaged or rostered to work for more than 5 hours on a day will be entitled to an unpaid meal break, free of duties, of not less than 30 consecutive minutes, which must commence no later than five hours after the Teacher commenced work for the day.
- 42.2. On a day that a Teacher is undertaking yard duty during the school lunch break, the Teacher's meal break will not be less than 20 minutes.

**43. MEAL ALLOWANCE**

- 43.1. The Employer will supply a Teacher with a meal should the Employer require the Teacher to remain at School continuously until after 6.30 pm on any day.
- 43.2. If the Employer cannot or does not supply a Teacher with a meal when the Employer requires the Teacher to remain at School continuously until after 6.30 pm on any day, a meal allowance of \$26 will be paid to the Teacher.

**44. ANNUAL LEAVE**

- 44.1. Annual leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.
- 44.2. A Teacher must take annual leave during Non-term Weeks.
- 44.3. For a Teacher, annual leave must be taken during non-term weeks. Leave must generally be taken, in the case of a Teacher whose employment with the Employer is continuing into the next School Year, in the four-week period immediately following the final term week of the current School Year, unless otherwise agreed with the Employer.
- 44.4. This clause applies to a Teacher, other than a Casual Teacher, who is employed for part only of a School Year:
- (a) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or
  - (b) in the calculation of payment in regard to pro rata salary if:
    - (i) a Teacher commenced employment after the school service date;
    - (ii) a Teacher has taken leave without pay of more than two Term Weeks since the school service date; or
    - (iii) the hours which a Teacher has worked at the School have varied since the school service date.
- 44.5. Calculation of payment

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

where

- P is the payment due
- s is the total salary paid in respect of Term Weeks, or part thereof, since the school service date or the date of employment in circumstances where the 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, that have occurred since the school service date or date of employment in circumstances where the Teacher has been employed by the Employer since the school service date

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- 44.6. For the purposes of this clause:
- (a) **school service date** means the date from which a Teacher is paid at the commencement of the School Year in the Teacher's first year of service with the Employer, and
  - (b) **Teacher** means a Teacher other than a Casual Teacher.
- 44.7. The formula in cl.44.5 is used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the School Year in which the formula is applied.
- 44.8. A Teacher who commences employment after the School Year has commenced for that year, will be paid from the date the Teacher commences, provided that at the end of the final School term, the Teacher will be paid an amount calculated pursuant to cl.44.5 and will receive no salary or other payment other than payment under this clause until the school service date or the resumption of Term 1 in the following School Year.
- 44.9. Public holidays that occur during Non-term Weeks for Teachers do not create an additional entitlement.
- 44.10. Where a Teacher takes leave without pay with the approval of the Employer for a period which (in total) exceeds more than two term weeks in any year, the Teacher will be paid a salary 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 final School term in that School Year;
  - (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 final School term in that year in which the leave concludes, a payment will be calculated and made in respect of that School Year.

## 45. CAMP ALLOWANCE

Attending a School camp is an integral component of a Teacher's role in a School. In recognition of this role, the Employer will pay a Teacher, who is required by the Employer to attend an overnight camp, an allowance of \$100 per night.

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**46. SALARY**

46.1. A Full-time Teacher (pro rata for a Part-time Teacher) is entitled to be paid not less than the following salary depending on the Teacher’s classification from the first full pay period commencing on or after:

- (a) 1 February 2023, except that the back payment to this date will only be paid to Teachers, who are employed on the date that the Employees approve the making of this Agreement (the Approval Date), and will be paid to these Teachers from either the first or second pay period commencing on or after the Approval Date. For the avoidance of doubt, the payment will not be made to:
  - a Teacher whose employment ceased prior to the Approval Date, and
  - a Teacher who had one or more casual or fixed term engagements that ceased prior to the Approval Date;
- (b) 1 February in 2024, 2025 and 2026.

<b>Level</b>	<b>2023 \$</b>	<b>2024 \$</b>	<b>2025 \$</b>	<b>2026 \$</b>
<b>1</b>	77,152	79,852	81,848	83,895
<b>2</b>	79,125	81,895	83,942	86,041
<b>3</b>	82,406	85,290	87,422	89,608
<b>4</b>	85,172	88,153	90,357	92,616
<b>5</b>	88,245	91,334	93,617	95,957
<b>6</b>	91,429	94,629	96,995	99,420
<b>7</b>	94,867	98,187	100,642	103,158
<b>8</b>	98,439	101,885	104,432	107,042
<b>9</b>	101,980	105,550	108,188	110,893
<b>10</b>	105,691	109,391	112,125	114,928
<b>11</b>	114,446	118,452	121,413	124,449

The School will review the minimum rates of pay in 2026, taking into consideration such factors as student enrolment numbers, financial capacity of the school and broader economic factors. The formula for calculating salaries will be at the discretion and ultimate approval of LEVNT, with a minimum increase of 2.5% as stipulated in Clause 46.1.

46.2. A Teacher progresses through the salary scale on the anniversary of the Teacher’s appointment.

46.3. Recognition of previous service

46.3.1. On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in cl.46.1 according to teaching experience.

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46.3.2. A Teacher’s prior casual teaching experience will be recognised for the purpose of classifying a Teacher on the appropriate level of the salary scale in cl.46.1. The equivalent of a full-time year of teaching service is 175 full casual days in Australian schools.

46.3.3. For the purpose of classification, a Teacher will be required to provide documentary evidence to the satisfaction of the Employer of prior teaching experience. The Employer will not recognise the relevant teaching experience until such documentation is provided. If satisfactory documentary evidence is not provided to the Employer at appointment, or within six months of appointment, then reclassification will not be backdated and will take place from the next pay period commencing after the Teacher provides satisfactory documentary evidence to the Employer.

46.4. A Casual Teacher is entitled to be paid not less than the following rates of pay from the first pay period commencing on or after:

- (a) the Date of Approval (per cl.46.1(a));

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Rate of Pay</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Half Day</b>	210	210	220	220
<b>Day</b>	420	420	440	440

Notes:

The daily rate of pay is the maximum rate payable per day.

Where a casual Teacher would otherwise be classified at a Level 5 under the *Educational Services (Teachers) Award 2020* (Teachers Award), and is engaged to work 5 or more consecutive days, they will be paid the minimum rate applicable under the Teachers Award plus \$1.00 in addition to that rate. The Employer will apply the classification provisions under the Teachers Award to determine whether the causal teacher would be classified at a Level 5, as relevant.

From 1 February 2024, LEVNT will ensure that the casual rates of pay prescribed above do not fall below the applicable rate under the *Educational Services (Teachers) Award 2020* (Teachers Award).

46.5. A Part-Time Teacher who has agreed to work additional hours at the casual hourly rate of pay is entitled to be paid not less than the following rates of pay from the first full pay period commencing on or after 1 February 2023.

<b>Rate of Pay</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Hourly</b>	70	73	75	77

**47. POSITIONS OF ADDITIONAL RESPONSIBILITY**

- 47.1. Each School will have the flexibility to determine the most appropriate structure to provide support to the Principal in the overall leadership and management of the School.
- 47.2. An allowance will be paid to a Teacher performing a specific position of additional responsibility with administrative, pastoral care and/or educational leadership duties, responsibilities and programs, additional to those usually required of a Teacher by the School.
- 47.3. The allowance is linked to the position of additional responsibility rather than tied to an individual Teacher.
- 47.4. The assignment of a position to a particular level will reflect the graduation of additional responsibilities exercised in each School, with Level 1 being the most significant level of additional responsibility.
- 47.5. The Principal will:
- (a) have the final decision concerning the establishment of positions of additional responsibility within the School and determining the framework within which these positions are to function;
  - (b) take into consideration the following functions for classifying each position:
    - (i) the levels of direction and supervision given,
    - (ii) the knowledge, skill and experience required,
    - (iii) the accountabilities and responsibilities to be given, and
    - (iv) the extent of the delegated authority and decision-making expected from the role;
  - (c) advise the Teacher of the level to which the position equates; and
  - (d) provide written advice to the Teacher appointed to a position of additional responsibility pursuant to this clause of the position, its tenure, the duties required, the allowance to be paid and any requirements for attendance during Non-term Weeks.
- 47.6. Categories for positions of additional responsibility
- 47.6.1. The category (A, B, C or D) for a position of additional responsibility will be determined by the student enrolment:
- (a) for the School, where the duties and responsibilities apply to the whole School, or
  - (b) for part of the School (e.g., Junior, Middle or Senior School, a campus in a multi-campus school, or sub School however defined), where the duties and responsibilities apply to that part of the School.
- 47.6.2. In accordance with cl.47.6.1, the categories (A, B, C or D) are defined as follows:
- (a) Category A: more than 1,000 students, with Level 1 equal to 9.25 per cent of the Level 11 Teacher salary

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- (b) Category B: 701 to 1,000 students, with Level 1 equal to 8.25 per cent of the Level 11 Teacher salary
- (c) Category C: 351 to 700 students, with Level 1 equal to 6.50 per cent of the Level 11 Teacher salary
- (d) Category D: 101 to 350 students, with Level 1 equal to 5.25 per cent of the Level 11 Teacher salary
- (e) For a school of 100 students or less, the Principal will provide at least one position of additional responsibility with an allowance in accordance with Category D, where permitted by the School's resources.

47.7. The levels within each category have the following definitions:

- (a) Level 1
  - Senior leadership positions and positions with major departmental responsibilities, on a whole of school/sub school basis.
- (b) Level 2 (67% of Level 1)
  - Departmental responsibilities that involve significant supervision of and/or engagement with co-ordinators and other staff holding positions of responsibility, on a part of school/sub school basis.
- (c) Level 3 (33% of Level 1)
  - Co-ordinator responsibilities within specific categories that involve moderate supervision requirements of and/or engagement with other staff in this role.
- (d) Level 4 (20% of Level 1)
  - Responsibilities for small learning, curriculum or program-based activities that have limited supervision of and/or engagement with other staff in this role.

47.8. A Teacher performing a position of additional responsibility is entitled to be paid not less than the following annual allowance from the first full pay period commencing on or after:

- (a) 1 February 2023, except that the back payment to this date will only be paid to Teachers, who are employed on the date that the Employees approve the making of this Agreement (the Approval Date) and will be paid to these Teachers from either the first or second pay period commencing on or after the Approval Date. For the avoidance of doubt, the payment will not be made to:
  - a Teacher whose employment ceased prior to the Approval Date, and
  - a Teacher who had one or more casual or fixed term engagements that ceased prior to the Approval Date;
- (b) 1 February in 2024, 2025 and 2026.

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<b>Category</b>	<b>2023 \$</b>	<b>2024 \$</b>	<b>2025 \$</b>	<b>2026 \$</b>
<b>Category A</b>				
Level 1	10,586	10,957	11,231	11,512
Level 2	7,093	7,341	7,525	7,713
Level 3	3,495	3,617	3,707	3,800
Level 4	2,117	2,191	2,246	2,302
<b>Category B</b>				
Level 1	9,442	9,772	10,016	10,266
Level 2	6,326	6,547	6,711	6,879
Level 3	3,116	3,225	3,306	3,389
Level 4	1,888	1,954	2,003	2,053
<b>Category C</b>				
Level 1	7,440	7,700	7,893	8,090
Level 2	4,984	5,158	5,287	5,419
Level 3	2,456	2,542	2,606	2,671
Level 4	1,487	1,539	1,577	1,616
<b>Category D</b>				
Level 1	6,008	6,218	6,373	6,532
Level 2	4,026	4,167	4,271	4,378
Level 3	1,983	2,052	2,103	2,156
Level 4	1,202	1,244	1,275	1,307



## **PART 4 CONDITIONS OF EMPLOYMENT FOR A SCHOOL OFFICER**

Part 4 of this Agreement sets out the conditions of employment that apply to a School Officer.

### **48. ORDINARY HOURS OF WORK**

- 48.1. This clause of the Agreement provides supplementary and ancillary provisions to the NES provision that deals with maximum weekly hours of work.
- 48.2. The ordinary hours of work shall average 38 hours per week between the hours of 7.00 am and 6.00 pm worked from Monday to Friday.
- 48.3. Notwithstanding cl.48.2 above, the ordinary hours of work for a School Officer in the Services stream (grounds staff, facilities staff, maintenance staff and cleaners) are from 6.00 am to 6.00 pm from Monday to Friday and 6.00 am to 12 noon on Saturday.
- 48.4. Where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of School Officers 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.
- 48.5. Some School Officers will work outside of ordinary hours because of the nature of their work. Where a School Officer is required to work outside normal hours because of parent consultation evenings, co-curricular activities, camps, etc., there will be reasonable breaks during the day. No School Officer shall be required to work for more than 5 hours without a half-hour break.
- 48.6. A School Officer is entitled to time in lieu or paid overtime for all authorised hours worked outside of the span of hours or in excess of 38 hours per week. The penalty rates within Clause 52 (Penalty Rates) and in Clause 49 (Additional Hours) 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.

### **49. ADDITIONAL HOURS**

- 49.1. An Employer may require an Employee to work in addition to 38 hours in a week.
- 49.2. The Employee will be entitled to payment in accordance with cl.49.5 or payment in lieu in accordance with cl.49.6.
- 49.3. Where a Part Time School Officer agree to work additional hours, the Part Time School Officer will be paid at the ordinary time rate for the hours worked up to 38 hours per week and all other entitlements including leave will be adjusted accordingly to reflect the increased hours worked. A Part Time School Officer has the right to refuse to work additional hours.
- 49.4. As an alternative to cl.49.3, an Employer may elect to make a payment of ordinary time plus 25% for all hours worked in excess of the School Officer's Part Time fraction and not adjust leave entitlements.

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- 49.5. A School Officer will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

<b>Time worked</b>	<b>Overtime rate</b>
Monday–Friday	150% of the ordinary hourly rate of pay for the first 2 hours and 200% of the ordinary hourly rate of pay after that
Saturday and Sunday	150% of the ordinary hourly rate of pay for the first 2 hours and 200% of the ordinary hourly rate of pay after that
Public holidays	250% of the ordinary hourly rate of pay

- 49.6. Time off instead of payment for overtime

- (a) An Employee and Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- (b) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under cl.49.6.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the Employer and Employee agree that the Employee may take time off instead of being paid for the overtime;
  - (iii) that, if the Employee requests at any time, the Employer must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in cl.49.6(c) must be made in the next pay period following the request.
- (d) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under cl.49.6 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and

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- (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the Employee requests at any time, to be paid for overtime covered by an agreement under cl.49.6 but not taken as time off, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in cl.49.6(e), the Employer must pay the Employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The Employer must keep a copy of any agreement under cl.49.6 as an Employee record.
- (i) An Employer must not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An Employee may, under s.65 of the Fair Work Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the Employer and the Employee, instead of being paid for overtime worked by the Employee. If the Employer agrees to the request, then cl.49.6 will apply, including the requirement for separate written agreements under cl.49.6(b) for overtime that has been worked.
- (k) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which cl.49.6 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

### **50. BREAKS BETWEEN PERIODS OF DUTY**

- 50.1. A School Officer 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.
- 50.2. Where an Employer requires a School Officer to continue or resume work without having a 10-hour break off duty, the School Officer 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.
- 50.3. The entitlements in cl.50.1 and 50.2 do not apply to:
  - (a) a School Officer who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
  - (b) a School Officer who is attending an overseas tour, school camp or excursion; or
  - (c) a School Officer working a broken shift.

## 51. SHIFTWORK

### 51.1. Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with cl.51.4.

### 51.2. Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in cl.48 - Ordinary hours of work;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in cl.48, and at or before midnight;
- (c) **morning shift** is a shift which commences before the ordinary hours commencement time identified in cl.48 and which finishes before or at the ordinary hours finishing time identified in that clause;
- (d) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

### 51.3. Broken shifts

51.3.1. A School Officer may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a Casual School Officer) of two hours for each period of duty.

51.3.2. A School Officer, other than a Casual School Officer, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.

51.3.3. The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

### 51.4. Rostering

51.4.1. For School Officers working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the School Officers at least seven days before the commencement of the roster period.

51.4.2. A School Officer may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 49 - Additional hours or clause 52 - Penalty rates.

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- 51.4.3. A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- 51.4.4. Notwithstanding cl.51.4.3, a roster may be altered at any time to enable the functions of the Employer to be carried out where another School Officer is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the School Officer, a School Officer must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, then the School Officer will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- 51.4.5. Where such alteration requires a School Officer to work on a day which would otherwise have been the School Officer's day off, the day off instead will be arranged by mutual consent.

## 52. PENALTY RATES

### 52.1. Shiftwork

- 52.1.1. Afternoon shift, morning shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- 52.1.2. A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

### 52.2. Saturday and Sunday work

A School Officer other than an Employee covered by cl.52.3 required to work ordinary time on a Saturday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate. If an Employee is required to work on a Sunday, the Employee will be paid the ordinary time rate of pay plus a penalty of 100% of the ordinary time rate.

### 52.3. Entitlement

The penalty rates within this clause and in cl.49 - Additional hours are not cumulative. Where a School Officer is entitled to more than one penalty or overtime rate, the School Officer will be entitled to the highest single penalty or overtime rate.

### 52.4. Coverage

The penalty rates in this clause do not apply to a School Officer attending overseas tours, camps, excursions, open days, school fetes or other like events.

**53. HIGHER DUTIES**

An Employer may direct a School Officer to temporarily perform duties applicable to a classification higher than the School Officer's current classification. If the School Officer performs such duties for more than five consecutive days and those duties constitute the whole or substantially the whole type of duties, which would attract the higher classification, the School Officer will be paid the rate of pay applicable to the higher classification for the whole period during which the duties were performed. Substantially will mean at least 50%.

**54. ROSTERED DAYS OFF**

- 54.1. An Employer and a School Officer may agree that the ordinary hours of work provided by clause 48 - Ordinary Hours of Work will be worked over 19 days in each four week period, in which case the following provisions will apply.
- 54.2. The School Officer will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- 54.3. A School Officer will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take rostered days off.
- 54.4. Each day of paid leave taken by a School Officer (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers' compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under cl.54.3.
- 54.5. Rostered days off will not be regarded as part of the School Officer's annual leave for any purpose.
- 54.6. A School Officer will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 54.7. A School Officer who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the School Officer has accrued in accordance with cl.54.2.
- 54.8. A School Officer whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with cl.54.2.
- 54.9. Rostered days off will be determined by mutual agreement between the Employer and the School Officer, having regards to the needs of the place of employment.
- 54.10. A School Officer will be advised by the Employer at least four weeks in advance of the day on which the School Officer is to be rostered off duty.

**55. BREAKS**

55.1. Meal break

A School Officer is engaged or rostered to work for more than 5 hours on a day will be entitled to an unpaid meal break of not less than 30 consecutive minutes which commences no later than five hours after the School Officer commenced work.

55.2. Rest break

55.2.1. At a time suitable to the Employer, a School Officer 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 a School Officer may agree to one rest break of 20 minutes in place of the two 10-minute rest breaks.

55.2.2. As an alternative to cl.55.2.1, a School Officer engaged in the Resources, Curriculum and Educational Specialist streams (Schedule 1 - School Officer Classification Structure) is entitled to one rest break of 20 minutes, which will be counted as time worked.

**56. MEAL ALLOWANCE**

56.1. Where an Employer requires a School Officer to undertake more than two hours' overtime after the completion of full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the School Officer.

56.2. If it is not possible to provide a meal, the Employer will pay a meal allowance of \$26.00 to the School Officer.

**57. ANNUAL LEAVE AND SCHOOL HOLIDAYS**

57.1. Entitlement

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

57.1.2. An Employer may require a School Officer to take annual leave during Non-term Weeks.

57.2. Annual leave for a School Officer in receipt of four weeks' annual leave

57.2.1. A School Officer, other than in circumstances prescribed in cl.57.3, is entitled to four weeks' annual leave exclusive of public holidays falling within such leave.

57.2.2. Where a School Officer takes leave without pay or unpaid carer's leave in excess of ten working days in any School Year the School Officer's entitlement to annual leave will be calculated on the basis of one twelfth

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of that School Officer's number of working weeks (excluding periods of leave without pay and unpaid carer's leave).

- 57.2.3. Where a School Officer's entitlement to paid annual leave has been reduced pursuant to cl.57.2.2 the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the Agreement.
- 57.2.4. A School Officer who is employed for part only of a School Year will be paid a pro rata annual leave entitlement calculated on the basis of one twelfth of that School Officer's number of working weeks at the rate applicable at the time leave is taken or employment is terminated.
- 57.3. Annual leave for a School Officer engaged as a School Assistant prior to 15 April 2014.
- 57.3.1. A School Officer entitled to school holidays under this Agreement will other than in circumstances prescribed in cl.57.3.2 be entitled to school holidays without deduction of pay. School holidays are defined in clause 6 - Definitions.
- 57.3.2. Where a School Officer takes leave without pay or unpaid carer's leave in excess of ten working days in any School Year, the School Officer's entitlement to school holidays will, at the discretion of the Principal, be calculated on the basis of that School Officer's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave) as per the formula in cl.57.3.4.
- 57.3.3. Where a School Officer's entitlement to paid annual leave has been reduced pursuant to cl.57.3.2 the period which, but for that reduction, would have been paid school holidays will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the Agreement.
- 57.3.4. A School Officer who is employed for part only of a School Year will be entitled to pro rata holiday entitlement at the rate of pay applicable at the time of the school holidays or at the time that employment is terminated and it will be calculated as per the following formula, for School Year in which the formula is applied

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

**P** is the payment due

**s** is the total salary paid in respect of Term Weeks, or part thereof, since the school service date or the date of employment in circumstances where the School Officer has been employed by the Employer since the school service date



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**b** is the number of Term Weeks, or part thereof, in the School Year

**c** is the number of Non-term Weeks, or part thereof, in the School Year

**d** is the salary paid in respect of Non-term Weeks, or part thereof, that have occurred since the school service date or date of employment where the School Officer has been employed by the Employer since the school service date

**school service date** means the date from which School Officers (employed as school assistants prior to 15 April 2014) are paid at the commencement of the School Year in their first year of service with the Employer

**School Officer** means a School Officer (employed as a School Assistant prior to 15 April 2014) other than a Casual School Officer

57.3.5. Public holidays that occur during a period of school holidays for School Officers do not create an additional entitlement.

57.3.6. The formula in cl.57.3.4 is used to calculate the pro rata salary inclusive of annual leave owing to a School Officer in respect of the School Year in which the formula is applied.

### 58. ANNUAL CLOSE DOWN

- 58.1. The Employer will close the School during the period following the end of Term 4 in one School Year and prior to the commencement of Term 1 in the next School Year for a period of not less than 10 calendar days (in addition to public holidays).
- 58.2. The Employer will provide the dates of the annual close down in accordance with clause 11 – Notification of School Year.
- 58.3. The Employer will require a School Officer to take annual leave during an annual close down. Where the School Officer has not accrued sufficient annual leave to cover the period of the annual close down, leave without pay will be taken. The taking of leave without pay during an annual close down will not reduce a School Officer's accrual of leave entitlements.
- 58.4. A full-time School Officer will be entitled to be paid salary for the three days between Christmas and the New Year and an additional two days at which the timing of the leave will be at the Employer's discretion. A part-time School Officer will be paid salary for the days that the School Officer would otherwise have worked during this period.

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58.5. The Principal:

- (a) and a School Officer may mutually agree that a School Officer will attend for work during an annual close down,
  - (b) may grant a School Officer's request to work during an annual close down, based on the operational needs of the School,
  - (c) may exempt a School Officer from the annual close down at the time that the dates of the annual close down are notified pursuant to cl.58.2,
- provided that the paid close down leave that the School Officer would otherwise have taken, will be taken at a mutually agreed time within 12 months.

### **59. CAMP ALLOWANCE**

Where a School Officer is required to attend an overnight camp, an allowance of \$100 per night will be paid to the School Officer. The payment of an allowance does not affect a School Officer's entitlement to be paid overtime or to take time in lieu, where applicable, pursuant to clause 49 – Additional hours.

### **60. CLASSIFICATIONS**

- 60.1. A School Officer, other than a School Officer engaged as a School Assistant prior to 15 April 2014, will be employed and classified according to the classification structure set out in Schedule 1 – School Officer Classification Structure and paid not less than the minimum rate of pay in clause 61 - School Officer Rates of Pay.
- 60.2. The classification of a School Officer engaged as a School Assistant prior to 15 April 2014 is preserved from the *Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010*.

### **61. SCHOOL OFFICER RATES OF PAY**

61.1. School Officer

61.1.1. A Full Time adult School Officer (pro rata for a Part Time School Officer), who is employed with an entitlement to four weeks' annual leave for each School Year, is entitled to be paid not less than the following annual rate of pay for the School Officer's classification from the first full pay period commencing on or after:

- (a) 1 February 2023, except that the back payment to this date will only be paid to School Officers, who are employed on the date that the Employees approve the making of this Agreement (the Approval Date) and will be paid to these School Officers from either the first or second pay period commencing on or after the Approval Date.

For the avoidance of doubt, the payment will not be made to:

- a School Officer whose employment ceased prior to the Approval Date, and
  - a School Officer who had one or more casual and/or fixed term engagements that ceased prior to the Approval Date;
- (b) 1 February in 2024, 2025 and 2026.

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<b>Classification</b>	<b>2023 \$</b>	<b>2024 \$</b>	<b>2025 \$</b>	<b>2026 \$</b>
<b>Grade A</b>				
A.1	53,655	55,533	56,921	58,344
A.2	55,135	57,065	58,492	59,954
A.3	56,617	58,599	60,064	61,566
A.4	58,101	60,135	61,638	63,179
A.5	61,065	63,202	64,782	66,402
<b>Grade B</b>				
B.1	62,993	65,198	66,828	68,499
B.2	64,621	66,883	68,555	70,269
B.3	66,253	68,572	70,286	72,043
B.4	67,883	70,259	72,015	73,815
B.5	71,144	73,634	75,475	77,362
<b>Grade C</b>				
C.1	71,685	74,194	76,049	77,950
C.2	72,752	75,298	77,180	79,110
C.3	74,505	77,113	79,041	81,017
C.4	76,258	78,927	80,900	82,923
C.5	79,764	82,556	84,620	86,736
<b>Grade D</b>				
D.1	80,347	83,159	85,238	87,369
D.2	81,509	84,362	86,471	88,633
D.3	83,249	86,163	88,317	90,525
D.4	84,989	87,964	90,163	92,417
D.5	88,470	91,566	93,855	96,201
<b>Grade E</b>				
E.1	89,407	92,536	94,849	97,220
E.2	90,493	93,660	96,002	98,402
E.3	92,437	95,672	98,064	100,516
E.4	94,380	97,683	100,125	102,628
E.5	98,267	101,706	104,249	106,855
<b>Grade F</b>				
F.1	104,881	108,552	111,266	114,048
F.2	107,242	110,995	113,770	116,614
F.3	109,655	113,493	116,330	119,238
F.4	112,123	116,047	118,948	121,922
F.5	114,645	118,658	121,624	124,665

The School will review the minimum rates of pay in 2026, taking into consideration such factors as student enrolment numbers, financial capacity of the school and broader economic factors. The formula for calculating salaries will be at the discretion and ultimate approval of LEVNT, with a minimum increase of 2.5% as stipulated in Clause 61.1.1.

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61.1.2. Should a School Officer request reclassification of the School Officer's current position of employment and reclassification is approved, reclassification will take effect from the date the request was made by the School Officer. The salary applicable to the classification level will be applied but will not be less than the current salary.

### 61.2. Leave without pay during Non-term Weeks for a School Officer

61.2.1. A School Officer employed pursuant to cl.61.2 may be required to take leave without pay during Non-term Weeks, provided that:

- (a) the School Officer'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 a School Officer during any such period, the existing School Officer may be offered such employment (whether on a full-time, part-time or casual basis). The School Officer, 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 School Officer. Remuneration for such work will be at the rate of pay applicable to the work being performed.

61.2.2. The formula in cl.61.2.3 is used to calculate an annual salary for a School Officer whose contract of employment makes provision, in writing, for leave without pay during Non-term Weeks.

61.2.3. The adjusted salary for a School Officer is:

$$A = \frac{C \times (\text{working weeks} + 4 \text{ weeks' annual leave} + P + S)}{52.18}$$

where

**A** means the School Officer's adjusted annual salary

**C** means the annual salary (from cl.61.1) for the School Officer's classification

**P** represents up to three (3) days of public holidays following the end of Term 4, provided that each public holiday falls on a day that the School Officer ordinarily works

(Note: P may have a value of 0, 1, 2 or 3 or may be a fraction where the School Officer does not work a full day on that day of the week)

**Working weeks** means the number of weeks that the School Officer is required to work

**S** means the additional days provided by the Employer

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61.2.4. For the purpose of calculating any allowance or penalty for a School Officer, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in cl.61.2.3 is applied.

### 61.3. Junior School Officer

61.3.1. A junior School Officer, who is employed after the commencement of this Agreement at Grade A or Grade B, is to be paid at the following percentage of the appropriate adult rate of pay in cl.61.1 for the position performed:

<b>Age</b>	<b>% of adult rate</b>
18 years of age	70
19 years of age	80
20 years of age	90

61.3.2. A junior School Officer will be paid the applicable percentage of the adult rate of pay in cl.61.1.1 for a maximum of two years. If the junior School Officer is still employed by the Employer after two years, the junior School Officer will then be paid the appropriate adult rate of pay set out in cl.61.1.1 for the position performed.

### 61.4. School Officer employed as a School Assistant

61.4.1. This clause applies only to a School Officer, who was employed as a School Assistant with an entitlement to school holidays prior to 15 April 2014.

61.4.2. A School Officer, who was employed as a School Assistant with an entitlement to school holidays prior to 15 April 2014, is entitled to be paid not less than the following rate of pay for the School Assistant's classification from the first full pay period commencing on or after:

- (a) 1 February 2023, except that the back payment will only be paid to School Officers, who are employed on the date that the Employees approve the making of this Agreement (the Approval Date) and will be paid to these School Officers from either the first or second pay period commencing on or after the Approval Date. For the avoidance of doubt, the payment will not be made to:
  - a School Officer whose employment ceased prior to the Approval Date, and
  - a School Officer who had one or more casual or fixed term engagements that ceased prior to the Approval Date;
- (b) 1 February in 2024, 2025 and 2026.

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Classification	2023 \$	2024 \$	2025 \$	2026 \$
<b>Level 1</b>				
1.1	40,862	42,292	43,349	44,433
1.2	41,833	43,297	44,379	45,488
1.3	42,807	44,305	45,413	46,548
1.4	43,780	45,312	46,445	47,606
1.5	44,754	46,320	47,478	48,665
1.6	45,728	47,328	48,511	49,724
<b>Level 2</b>				
2.1	46,958	48,602	49,817	51,062
2.2	48,257	49,946	51,195	52,475
2.3	49,553	51,287	52,569	53,883
2.4	50,850	52,630	53,946	55,295
2.5	52,148	53,973	55,322	56,705
2.6	53,445	55,316	56,699	58,116
<b>Level 3</b>				
3.1	55,132	57,062	58,489	59,951
3.2	56,557	58,536	59,999	61,499
3.3	57,985	60,014	61,514	63,052
3.4	59,412	61,491	63,028	64,604
3.5	60,839	62,968	64,542	66,156
3.6	62,267	64,446	66,057	67,708
<b>Level 4</b>				
4.1	63,045	65,252	66,883	68,555
4.2	64,602	66,863	68,535	70,248
4.3	66,158	68,474	70,186	71,941
4.4	67,714	70,084	71,836	73,632
4.5	69,271	71,695	73,487	75,324
4.6	70,827	73,306	75,139	77,017
<b>Level 5</b>				
5.1	71,347	73,844	75,690	77,582
5.2	72,903	75,455	77,341	79,275
5.3	74,460	77,066	78,993	80,968
5.4	76,017	78,678	80,645	82,661
5.5	77,573	80,288	82,295	84,352
5.6	79,130	81,900	83,948	86,047
<b>Level 6</b>				
6.1	79,778	82,570	84,634	86,750
6.2	81,531	84,385	86,495	88,657
6.3	83,282	86,197	88,352	90,561
6.4	85,032	88,008	90,208	92,463
6.5	86,783	89,820	92,066	94,368
6.6	88,535	91,634	93,925	96,273

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The School will review the minimum rates of pay in 2026, taking into consideration such factors as student enrolment numbers, financial capacity of the school and broader economic factors. The formula for calculating salaries will be at the discretion and ultimate approval of LEVNT, with a minimum increase of 2.5% as stipulated in Clause 61.4.

### **61.5. Reclassification of a School Assistant**

A School Officer employed as a School Assistant prior to 15 April 2014:

- (a) will continue to be classified at that Level in cl.61.4;
- (b) may continue to be employed under cl.61.4 when appointed to a new position provided that the total number of Non-term Weeks and Annual Leave is not less than the period of School Holidays under cl.58.3 and the job level does not change;
- (c) will be reclassified as a School Officer, under Schedule 1 – School Officer Classification Structure and paid under cl.61.1.1, where there is a major change to the School Officer’s role that no longer entitles the School Officer to School Holidays. The annual salary of the School Officer will be determined so that it is not less than their entitlement would have otherwise been under cl 61.4 (the retained salary). Should the retained salary be greater than the salary for the new classification under cl.61.1.1, the retained salary will apply until the salary under cl.61.1.1 exceeds the retained salary.

### **61.6. Progression**

Progression from salary level to another within a category will be automatic on the School Officer’s employment anniversary date.

## SCHEDULE 1 SCHOOL OFFICER CLASSIFICATION STRUCTURE

### DEFINITIONS:

School Officers means all Employees as detailed in this Agreement who are not Teachers. The functions of these staff and indicative position titles includes, but is not limited to:

**‘Resources’** School Officers who fit within this stream may include but are not limited to the following: librarians, library assistants, library technicians, information technology staff, book-room staff, laboratory technicians and managers, daily organisers, camp and sport assistants, and , theatre technical staff.

**‘Administration and Finance’** School Officers who fit within this stream may include but are not limited to the following: receptionists, administrative assistants of shared services and school operations, accountants, secretarial staff, clerical staff, finance officers, public relations, enrolment officers marketing and community engagement officers.

**‘Curriculum’** School Officers who fit within this stream may include but are not limited the following: special education assistants, learning support staff (non-teachers), indigenous education assistants, and classroom assistants.

**‘Educational Specialists’** School Officers who fit within this stream may include but are not limited to the following: social workers, counsellors, speech pathologists, psychologists, school nursing staff and other educational professionals.

**‘Services’** School Officers who fit within this stream may include but are not limited to the following: grounds staff, facilities staff, maintenance staff, canteen and kitchen staff, food technology assistants. cleaners, caretakers, handy-persons, bus drivers, uniform shop attendants, sales assistants, pool attendants, laundry workers and cooks.

### GENERAL CRITERIA

The General Criteria for each Grade of Lutheran School Officer described below shall cover the full range of work undertaken within a School other than work which is the responsibility of Teachers and those employees identified in cl.4.1(b) of clause 4 - Coverage.

A school officer position is assessed and classified based on the substantive duties and responsibilities performed, as required by the school. The classification and associated Grade is not subject to change unless it is determined that the school requires different duties and responsibilities performed within a position which warrants review of the position classification.

School Officer classification grades are not considered progressive, particularly once the highest level of that grade is reached if the substantive duties and responsibilities have not changed.

#### Reclassification

(a) A School Officer may make an application in writing to have their position of employment reclassified. The application should be made to their Principal.

(b) A School Officer may not make an application under this subclause more than once in any 12 month period, unless there are significant changes to their role and responsibilities.



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**Grade A**

<b>Role Requirements</b>	<b>Standards and Expectations</b>
Knowledge	Knowledge to competently perform assigned tasks
Skills	Follows established procedures Self-directed application of basic techniques and use of equipment and technology to perform tasks Is able to work alone, with constant monitoring and supervision
Interpersonal Relations	Capacity to communicate and engage with people
Complexity of Role	Routine tasks and processes performed on a regular basis Priorities and expectations are clearly defined Applies basic theoretical knowledge
Qualifications	No experience required but may have relevant industry experience. No qualifications required or Certificate II
Supervision	Direction is provided by a more senior Employee classified at a higher grade or a Teacher Is not responsible for supervising other people

**Grade B**

<b>Role Requirements</b>	<b>Standards and Expectations</b>
Knowledge	Well developed knowledge to competently perform assigned tasks
Skills	Self-directed application of techniques and use of equipment and technology to perform complex tasks Able to apply theoretical knowledge and interpersonal skills to achieve tasks Is able to work alone and without regular monitoring and supervision
Interpersonal Relations	High capacity to communicate and engage with people
Complexity of Role	Able to perform complex tasks and without supervision Performs tasks in accordance with guidelines, accepted practices and school policy Applies reasonable applied theoretical knowledge May be required to identify training and development needs of self within work area or educational program
Qualifications	May have relevant industry experience May hold a Certificate III or IV qualification relevant for the area of work
Supervision	Direction is provided by an Employee classified at a higher level or a Teacher Collaborates with other people within own work area or educational program providing direction in relation to task completion.

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**Grade C**

<b>Role Requirements</b>	<b>Standards and Expectations</b>
Knowledge	High degree of technical or applied knowledge to competently perform role
Skills	Is self directed in the application of procedures Develops and establishes new processes Strong application of techniques and use of equipment and technology to perform tasks Is able to work alone and without monitoring or regular supervision
Interpersonal Relations	High capacity to communicate and engage with people
Complexity of Role	Undertakes complex tasks Performs tasks that involve independent use of technical and/or applied theoretical knowledge May hold management responsibilities and accountabilities May be required to undertake creative, planning, design or supervisory functions May be required to identify training and development needs of self or other staff within work area or educational program
Qualifications	May hold a relevant Associate Degree/Advanced Diploma or Will hold relevant trade qualifications or May hold relevant tertiary qualifications to three (3) or more years of full-time study (degree/bachelor level) with no or little relevant industry experience or Be recognised as having equivalent competency/experience
Supervision	Oversight is provided by an Employee classified at a higher grade or a Teacher May contribute to the supervision of other people within own work area or educational program

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**Grade D**

<b>Role Requirements</b>	<b>Standards and Expectations</b>
Knowledge	Strong knowledge to competently perform role
Skills	Is self directed and responsible for own work standards Strong application of techniques and use of equipment and technology to perform tasks Exercise very high level of skills and expertise Works autonomously most of the time
Interpersonal Relations	High capacity to communicate and engage with people
Complexity of Role	Manages and/or co-ordinates large and/or complex administrative functions or provides critical and highly specialised support to education programs Undertakes complex tasks May have broad management responsibilities and accountabilities May be responsible for the training and development needs of self and other staff
Qualifications	Will hold a relevant Associate Degree/Advanced Diploma with significant relevant experience or Will hold a relevant trade qualification with appropriate and relevant experience or May hold relevant tertiary qualifications to three (3) or more years of full-time study (degree/bachelor level) with relevant industry experience and proficient expertise or Be recognised as having equivalent competency by the Employer
Supervision	Expected to work with limited guidance and direction May be responsible for providing a direct line supervision for other staff

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**Grade E**

<b>Role Requirements</b>	<b>Standards and Expectations</b>
Knowledge	Advanced knowledge to competently perform role
Skills	Is self directed and accountable for own work standards Exercises significant and independent judgement based on extensive experience and an advanced level of expertise within relevant discipline Advanced application of techniques and use of equipment and technology to perform tasks Works alone and without supervision
Interpersonal Relations	Advanced capacity to communicate and engage with people
Complexity of Role	Usually holds a leadership role within the school Accountable for the development and delivery of key services that are integral to the effective operation of the school Provides a range of services and/or undertakes the analysis of complex problems that form part of the school's policy framework Will be responsible for the training and development needs of self and other staff as required
Qualifications	Will hold relevant tertiary qualifications to three (3) or more years of full-time study (degree/bachelor level) Expected to have demonstrated industry experience and advanced level of expertise
Supervision	May be responsible for direct line supervision other staff

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**Grade F**

<b>Role Requirements</b>	<b>Standards and Expectations</b>
Knowledge	Significant knowledge to competently perform role
Skills	Is self directed and accountable for own work standards and that of others Highly advanced application of techniques and use of equipment and technology to perform tasks Exercises significant and independent judgement based on extensive experience and an advanced level of expertise within relevant discipline Strong Human Resource management capability
Interpersonal Relations	Highly advanced capacity to communicate and engage with people
Complexity of Role	Responsible for the professional leadership and/or management of a department or significant areas or functions within the school Authority to make significant decisions relating to programs, budgets and staffing within area of designated responsibility Contributes to the overall management of the school through leadership, policy formation and decision making Is accountable for the training and development needs of self and other staff
Qualifications	Will hold relevant tertiary qualifications to three (3) or more years of full time study (degree/bachelor level) Extensive industry experience and advanced level of expertise
Supervision	Responsible for supervision of staff

## **ROLES AND RESPONSIBILITIES**

### **Resources Stream**

#### **Grade A**

The School Officer Grade A will, apply basic skills to operate, demonstrate, maintain, catalogue, repair or service hardware and software of a routine nature. This role will operate under direction in the application of skills and completion of tasks.

#### **Grade B**

The School Officer Grade B will be self-directed and responsible on a day-to-day basis for the smooth and efficient operation of their specific area of work and in accordance with guidelines and accepted practices. Supervision of other School Officers or of volunteer parent or student helpers may be a function at this level.

#### **Grade C**

The School Officer Grade C will have sound resource knowledge and skills and, subject to broad policy directives, accept responsibility for the establishment and day-to-day operation of effective technical systems for smooth and efficient operations. This School Officer may undertake supervision of other employees where appropriate but will be responsible to the head of learning area or educational program.

#### **Grade D**

The School Officer Grade D will be required to exercise a strong level of skills and expertise. This School Officer may exercise managerial and/or co-ordinating responsibilities.

#### **Grade E**

The School Officer Grade E will be responsible for the exercise of significant and independent professional judgement based on extensive experience and an advanced level of expertise within the relevant discipline. This School Officer will usually hold a leadership role within the school and be accountable for the development and delivery of key services.

#### **Grade F**

The School Officer Grade F will in addition to the requirements of a Grade E Officer, be responsible for the professional leadership and/or management of a department and exercise of significant and independent professional judgement based on extensive experience.

### **Administration and Finance Stream**

#### **Grade A**

The School Officer Grade A will have duties and responsibilities that include secretarial, receptionist, clerical and general administrative duties requiring basic application of office communication skills and procedures. Duties will require competence in the use of computer packages for word processing, data entry and simple generation of reports from a database.

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### **Grade B**

The School Officer Grade B will have

EITHER

Duties and responsibilities that include those described above at Grade A together with responsibilities for complex computer generated reports. An employee at this Grade will be required to be competent in a range of computer software packages including word processing, data base, spread sheet and desk top publishing. A high level of interpersonal skills will be required at this level. An employee may also have responsibility for directing and supervising the work of one or more School Officers.

OR

Responsibility for the smooth and efficient financial administration of a school generally employing fewer than 10 EFT teachers where this responsibility is shared with either the Principal or an appropriately qualified Board Member.

OR

Responsibility in School Finance for the smooth and efficient operation of a distinct and significant section of the business operations of the school. This responsibility will be subject to close monitoring by the senior finance person (however designated).

### **Grade C**

The School Officer Grade C will

EITHER

Be required to apply a high degree of administrative skill and, subject to general policy directives, accept responsibility for the day-to-day management of the office administration of the school or for another specific administrative or secretarial function.

OR

Be responsible for the smooth and efficient financial administration of a school generally employing 10 or more EFT teachers.

OR

Under general direction of the Business Manager, undertake complex accounting responsibilities involving the effective control of financial transactions within the school. This will involve functions relating to the maintenance of records of creditors, debtors and receipt of revenue.

### **Grade D**

The School Officer Grade D will be responsible for the management of the financial affairs of the school or a significant component of the financial administration of a school.

### **Grade E**

The School Officer Grade E will be responsible for the exercise of significant and independent professional judgement based on extensive experience and an advanced level of expertise within the relevant discipline. This School Officer will usually hold a leadership role within the school and be accountable for the development and delivery of key services.

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### **Grade F**

The School Officer Grade F will, in addition to the requirements of a Grade E Officer, be responsible for the professional leadership and/or management of a department and exercise significant and independent professional judgement based on extensive experience.

### **Curriculum Stream**

#### **Grade A**

The School Officer Grade A will, subject to teacher requirements and direction, provide support for teachers in the preparation and presentation of the curriculum programs. This support will include working closely with individual and small groups of children on pre-prepared and structured programs.

#### **Grade B**

The School Officer Grade B will apply skills and undertake responsibilities as required for Grade A, but will, in addition, exercise specialist skills in, for example, special programs. The School Officer at this level may be responsible for the close supervision and care of children with special needs.

#### **Grade C**

The School Officer Grade C will have advanced curriculum knowledge and skills and, subject to broad policy directives, accept responsibility for the delivery of day-to-day curriculum needs, including responsibility for the supervision and care of children with special needs. This School Officer may undertake supervision of other employees where appropriate but will be responsible to the faculty/ department head.

#### **Grade D**

The School Officer Grade D will be required to make use of a high degree of critical knowledge to initiate and implement programs in the area of curriculum.

#### **Grade E**

The School Officer Grade E will be required to make independent use of a high degree of critical knowledge to initiate and implement programs in the area of curriculum. This School Officer will usually hold a leadership role within the school and be accountable for the development and delivery of key curriculum services.

#### **Grade F**

The School Officer Grade F will, in addition to the requirements of a Grade E Officer, be responsible for the professional leadership and/or management of a department and exercise of significant and independent professional judgement based on extensive experience.



## **Educational Specialists Stream**

### **Grade C**

The School Officer Grade C will, within a school (as a new or recent graduate para-professional or professional), under general direction, apply knowledge, skills and demonstrated capacity to perform functions consistent with their training.

### **Grade D**

The School Officer Grade D will, within a school or a group of schools as an experienced, qualified professional, apply knowledge, skills and demonstrated capacity to perform tasks of some complexity consistent with their training. The employee will be self-directed in the application of professional skills.

### **Grade E**

The School Officer Grade E will, (in addition to the duties of an employee at Grade D) within a school or group of schools as an experienced professional, apply knowledge, skills and demonstrated capacity to perform tasks of considerable complexity consistent with their training. The employee may be responsible for the overall planning of the work and will be self-directed in the application of their skills. The employee may also manage the work of other para-professionals and professionals either in a clinical team context or as part of a service delivery group. A part of this level may be the development of policy and practice directions for use by other professionals and school staff.

### **Grade F**

The School Officer Grade F will, in addition to the requirements of a Grade E Officer, be responsible for the overall management of the Department and exercise of significant and independent professional judgement based on extensive experience.

## **Services Stream**

### **Grade A**

The School Officer Grade A will work under supervision to undertake a wide range of basic and routine duties and functions to established practices, procedures and instructions consistent with the relevant vocational category. In addition to these duties, this School Officer will apply knowledge, skills and demonstrated capacity to perform:

- functions and tasks of complexity consistent with their training.
- operate with a basic degree of technical administrative or specialist expertise.
- are expected to display initiative exercise discretion and to plan basic work programs.
- are responsible and accountable for their own work and report to the Principal of the school or a designated senior administrator.

## **Lutheran Education (Victorian Schools) Multi Enterprise Agreement 2023**

### **Grade B**

The School Officer Grade B will (in addition to the duties of an employee at Grade A) within a school be responsible on a day to day basis for the smooth and efficient operation of a program of activity within a category (e.g. a building maintenance program) or a section of a more complex and/or distinct section of a larger services program. Supervision of other School Officers may be a function of this Grade. The scope of work may include supervision and planning, and assisting in preparation of program budgets within the area of responsibility.

### **Grade C**

The School Officer Grade C will (in addition to the duties of an employee at Grade B) be responsible for the establishment and management of a range of functions, but will receive support from school management in the overall administration of the program.

Such work could include work programming, planning and scheduling, budgeting (under general supervision from school management), contributing to the development and or monitoring of a school management strategy and assisting in negotiation with contract companies as appropriate.

### **Grade D**

The School Officer Grade D will under-take duties of a type consistent with Grade C and will be responsible for the management and implementation of functions and activities in their area of responsibility and with only limited direction and supervision by senior management of the school.

### **Grade E**

The School Officer Grade E will have demonstrated industry experience and be required to make independent use of a high degree of critical knowledge to initiate and implement programs in the work area. This School Officer will usually hold a leadership role within the school and be accountable for the development and delivery of key services.

### **Grade F**

The School Officer Grade F will, in addition to the requirements of a Grade E Officer, be responsible for the professional leadership and/or management of a department and exercise of significant and independent professional judgement based on extensive experience.

**Lutheran Education (Victorian Schools) Multi Enterprise Agreement 2023**

**SCHEDULE 2 EMPLOYERS**

<b>School name:</b>	<b>Location:</b>	<b>School address:</b>
Good Shepherd Lutheran Primary School Ltd	Croydon Hills	53-57 Plymouth Road, Croydon Hills VIC 3136
Lutheran Church of Australia Victorian District trading as Luther College	Croydon Hills	1 – 39 Plymouth Road, Croydon Hills VIC 3136
St. Peter's Lutheran Primary School Ltd	Dimboola	6-26 Horsham Road, Dimboola VIC 3414
Geelong Lutheran College Ltd	Armstrong Creek	2-38 Burvilles Road, Armstrong Creek VIC 3217
Good Shepherd College Ltd	Hamilton	Mt. Napier Road, Hamilton VIC 3300
Holy Trinity Lutheran College Ltd	Horsham	Trinity Drive, Horsham VIC 3400
Trinity Lutheran College Mildura Ltd	Mildura	920 Fifteenth Street, Mildura VIC 3500
Nhill Lutheran School Ltd	Nhill	2 Mackay Street, Nhill VIC 3418
Lakeside College Ltd	Pakenham	2 Portobello Road, Pakenham VIC 3810
St. John's Lutheran Primary School Ltd	Portland	43-55 Trangmar Street, Portland VIC 3305
Sunshine Christian School Ltd	Sunshine	Corner Westmoreland & Warwick Roads, North Sunshine VIC 3020
Tarrington Lutheran School Ltd	Tarrington	7901 Hamilton Highway, Tarrington VIC 3301
Good News Lutheran College Ltd	Tarneit	580 Tarneit Road, Tarneit VIC 3029
Victory Lutheran College Limited	Wodonga	28 Drage Road, Wodonga VIC 3690

Lutheran Education (Victorian Schools) Multi Enterprise Agreement 2023

EXECUTED as an agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2023

**EMPLOYER REPRESENTATIVE**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name in full (printed): \_\_\_\_\_

Position title: \_\_\_\_\_

Authority to sign explained: \_\_\_\_\_

Address: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Witness name in full: \_\_\_\_\_

Witness address: \_\_\_\_\_

**EMPLOYEE REPRESENTATIVE**

Signed:  \_\_\_\_\_

Date: 7/12/23 \_\_\_\_\_

Name in full (printed): Craig Hogan \_\_\_\_\_

Position title: Secondary Teacher \_\_\_\_\_

Authority to sign explained: Employee bargaining rep. \_\_\_\_\_

Address: \_\_\_\_\_

Witnessed by: Michael Bradshaw \_\_\_\_\_

Witness name in full: M Bradshaw \_\_\_\_\_

Witness address: Luther College \_\_\_\_\_



St. Peter's Lutheran School, Dimboola

EMPLOYER REPRESENTATIVE

Signed: [Signature]
Date: 5-12-2023
Name in full (printed): Millie Dent
Position title: Acting Principal
Authority to sign explained: Principal (employer)
Address: 6-26 Horsham Rd Dimboola Vic 3414
Witnessed by: King
Witness name in full: Sheena King
Witness address: 6-26 Horsham Rd Dimboola Vic 3414

Good Shepherd College, Hamilton

EXECUTED as an agreement this 5th day of December 2023

EMPLOYER REPRESENTATIVE

Signed: [Signature]
Date: 5/12/2023
Name in full (printed): MELISSA EVANS
Position title: COLLEGE PRINCIPAL
Authority to sign explained:
Address: 297 MT NAPIER ROAD, HAMILTON VIC
Witnessed by: HELEN ROSEBURGH
Witness name in full: HELEN ROSEBURGH
Witness address:

Holy Trinity Lutheran College, Horsham

EXECUTED as an agreement this 5th day of December 2023

EMPLOYER REPRESENTATIVE

Signed: [Signature]
Date: 5/12/2023
Name in full (printed): Jason Prozbilla
Position title: Acting Principal
Authority to sign explained: As Principal, Employer of Holy Trinity Lutheran College
Address: 25 Trinity Drive Horsham, Vic, 3401
Witnessed by: Neil Leek
Witness name in full: Neil Leek
Witness address:

Luther College, Croydon Hills

EMPLOYER REPRESENTATIVE

Signed: [Signature]
Date: 7 December 2023
Name in full (printed): Mrs Jacqui Layfield
Position title: Principal
Authority to sign explained: Principal of Luther College
Address: 1-39 Plymouth Road Croydon Hills Victoria 3136
Witnessed by: [Signature]
Witness name in full: Mr Tim Martin
Witness address: 1-39 Plymouth Road Croydon Hills Victoria 3136

Good Shepherd Lutheran Primary School, Croydon Hills

EMPLOYER REPRESENTATIVE

Signed: [Signature]
Date: 6.12.2023
Name in full (printed): DANIEL RONALD WELER
Position title: PRINCIPAL
Authority to sign explained: PRINCIPAL OF GOOD SHEPHERD LUTHERAN P.S.
Address:
Witnessed by: [Signature]
Witness name in full: LAUREN HODGES
Witness address:

Geelong Lutheran College, Armstrong Creek

EXECUTED as an agreement this 5th day of December 2023

EMPLOYER REPRESENTATIVE

Signed: [Signature]
Date: 5 December 2023
Name in full (printed): JULIAN LANGE-MOHR OAM
Position title: HEAD OF COLLEGE
Authority to sign explained: CEO of Geelong Lutheran College
Address: 2-38 BURVILLES RD, ARMSTRONG CREEK VIC 3217
Witnessed by: [Signature]
Witness name in full: NICHOLA HARRAP
Witness address: 2-38 BURVILLES ROAD, ARMSTRONG CREEK, VIC, 3217

St. John's Lutheran Primary School, Portland

EXECUTED as an agreement this 7th day of December 2023

EMPLOYER REPRESENTATIVE

Signed: [Signature]
Date: 07-12-2023
Name in full (printed): TARA PRITCHARD
Position title: PRINCIPAL
Authority to sign explained:
Address: 43-55 TRANSMAR STREET, PORTLAND, VIC, 3305
Witnessed by: Hayley Bristow
Witness name in full: Hayley Bristow
Witness address:

Nhill Lutheran School, Nhill

EMPLOYER REPRESENTATIVE

Signed: [Signature]
Date: 5-12-23
Name in full (printed): DAMON LUKE PRENZLER
Position title: PRINCIPAL
Authority to sign explained: As Principal, employer of Nhill Lutheran School
Address: 2 MACKAY STREET, NHILL, VIC, 3418
Witnessed by: [Signature]
Witness name in full: DEBRA JOY SCHULTZ
Witness address:

Lakeside College, Pakenham

EXECUTED as an agreement this 5 day of DECEMBER 2023

EMPLOYER REPRESENTATIVE

Signed: [Signature]

Date: 5/12/2023

Name in full (printed): ROBERT TASSONI

Position title: PRINCIPAL

Authority to sign explained: YES

Address: 2 PORTOBELLO ROAD, PAKENHAM, 3810

Witnessed by: [Signature]

Witness name in full: NOEL PULLEN

Witness address:

Trinity Lutheran College, Mildura

EXECUTED as an agreement this 5th day of December 2023

EMPLOYER REPRESENTATIVE

Signed: [Signature]

Date: 5/12/2023

Name in full (printed): Eloise Beveridge

Position title: Principal

Authority to sign explained: Trinity Lutheran College Mildura

Address: 920 Fifteenth St Mildura vic 3500

Witnessed by: [Signature]

Witness name in full: Pasqualina Pascale

Witness address: 920 Fifteenth street Mildura vic 3500

Victory Lutheran College, Wodonga

EXECUTED as an agreement this 5th day of December 2023

EMPLOYER REPRESENTATIVE

Signed: [Signature]

Date: 5th December 2023

Name in full (printed): John Thompson

Position title: Principal

Authority to sign explained: In capacity as Principal of VLC

Address: 28 Orange Rd West Wodonga

Witnessed by: [Signature]

Witness name in full: Glen Wright

Witness address:

Tarrington Lutheran School, Tarrington

EXECUTED as an agreement this 5 day of December 2023

EMPLOYER REPRESENTATIVE

Signed: [Signature]

Date: 5/12/23

Name in full (printed): JANE WIERUSCH

Position title: PRINCIPAL

Authority to sign explained:

Address:

Witnessed by: [Signature]

Witness name in full: BOBIE BENNETT

Witness address:

Sunshine Christian School, Sunshine North

EMPLOYER REPRESENTATIVE

Signed: [Signature]

Date: 5 December 2023

Name in full (printed): DAMIAN PIETSCH

Position title: PRINCIPAL

Authority to sign explained: EMPLOYER

Address: SUNSHINE CHRISTIAN SCHOOL 81-83 WESTMORELAND RD SUNSHINE NORTH 3020

Witnessed by: [Signature]

Witness name in full: Viet Le

Witness address: 81-83 Westmoreland Road, Sunshine North VIC 3020

Lutheran Education (Victorian Schools) Multi Enterprise Agreement 2023

EXECUTED as an agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2023

EMPLOYER REPRESENTATIVE

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name in full (printed): \_\_\_\_\_

Position title: \_\_\_\_\_

Authority to sign explained: \_\_\_\_\_

Address: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Witness name in full: \_\_\_\_\_

Witness address: \_\_\_\_\_

EMPLOYEE REPRESENTATIVE

Signed:  \_\_\_\_\_

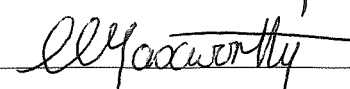
Date: 19/12/2023

Name in full (printed): DAVID FRANCIS BREAR

Position title: General Secretary CEO victas

Authority to sign explained: Bargaining Agent

Address: 120 Clarendon St, Southbank.

Witnessed by:  \_\_\_\_\_

Witness name in full: Cara Louise Macworth

Witness address: 120 Clarendon St, Southbank

# CONTACT THE IEU

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## SOCIAL MEDIA

@ieuvictas



**Join the IEU  
online today**

[ieuvictas.org.au/join](http://ieuvictas.org.au/join)



# This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

The IEU is the collective voice and leading advocate for staff in Victorian independent schools. We've achieved higher wages and better conditions, enforceable consultation provisions, paid parental leave, improved employment security and better salaries for Education Support staff.

These wins have come through active member campaigns, Agreement negotiations, and robust enforcement of conditions. We continue to fight to improve the working lives and professional development of teachers and education support staff.

