



# DECISION

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

**Mentone Girls' Grammar School**  
(AG2022/4941)

## **MENTONE GIRLS GRAMMAR SCHOOL ENTERPRISE AGREEMENT 2022-2025**

Educational services

COMMISSIONER P RYAN

SYDNEY, 22 DECEMBER 2022

*Application for approval of the Mentone Girls' Grammar School Enterprise Agreement 2022-2025*

[1] Mentone Girls Grammar School (**Employer**) has made an application for approval of an enterprise agreement known as the *Mentone Girls Grammar School Enterprise Agreement 2022-2025* (**Agreement**) pursuant to s.185 of the *Fair Work Act 2009* (**FW Act**). The Agreement is a single enterprise agreement.

### **Section 190 Undertakings**

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

### **Section 186, 187, 188 and 190**

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

### **Section 183 Bargaining Representatives**

[4] The The Independent Education Union of Australia (**IEU**) being a bargaining representative for the Agreement, has given notice under s.183 of the FW Act that it wants the Agreement to cover it.

[5] In accordance with s.201(2), I note that the Agreement covers the IEU.

**Approval**

[6] The Agreement is approved and, in accordance with s.54 of the FW Act, will operate from 29 December 2022. The nominal expiry date of the Agreement is 31 January 2025.



COMMISSIONER

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EST. 1899  
MENTONE GIRLS'  
GRAMMAR

## MENTONE GIRLS' GRAMMAR SCHOOL

### Enterprise Agreement 2022 - 2025

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

## **PART I – APPLICATION AND OPERATION**

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### **I TITLE**

- 1.1 This Agreement is to be known as the Mentone Girls' Grammar School Enterprise Agreement 2022-2025 and is a single enterprise agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth) (the Act).

### **2 COMMENCEMENT AND PERIOD OF OPERATION**

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

### **3 DEFINITIONS AND INTERPRETATIONS**

- 3.1 For the purposes of this Agreement:

<b>Act</b>	means the <i>Fair Work Act 2009</i> (Cth) or its successor
<b>Agreement</b>	means the Mentone Girls' Grammar School Enterprise Agreement 2022-2025.
<b>Allowance</b>	means an amount, such as money and/or time, given at regular intervals or for a specific purpose.
<b>Annual Base Salary</b>	means a fixed amount of money paid to an employee in return for work performed. Annual base salary does not include other benefits, bonuses or any other potential compensation from an employer. An employee who is paid by annual base salary does not track hours worked and is not paid for overtime.
<b>Attendance Time</b>	means all days of the School Year less the non term weeks and the period of annual leave.
<b>Award/s</b>	means the <i>Educational Services (Teacher) Award 2020</i> and/or the <i>Educational Services (Schools) General Staff Award 2020</i> or their successors.
<b>Casual Employee</b>	means a Casual Teacher or a Casual School Assistant.
<b>Classroom support services</b>	means a School Assistant whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students
<b>Curriculum/resources services</b>	means a School Assistant whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre

<b>Consultation</b>	providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision-maker during the decision-making process. Consultation allows the decision-making process to be informed, particularly as it may affect the employment prospects of individuals.
<b>Early Childhood Teacher</b>	means an employee, including an employee employed as a coordinator of an Early Childhood Service, who is employed to teach children enrolled in the Early Childhood Service
<b>Employee</b>	means a person covered by this Agreement
<b>Employer</b>	means Mentone Girls' Grammar School (ABN 88 004 261 527)
<b>Fixed Term Employee</b>	means an Employee employed pursuant to clause 12.5 of this Agreement.
<b>Four year trained teacher</b>	means a teacher: <ul style="list-style-type: none"> <li>• who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university; or</li> <li>• who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or</li> <li>• who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers</li> </ul>
<b>Full time employee</b>	means an Employee employed pursuant to clause 12.2 of this Agreement.
<b>FWC</b>	means the Fair Work Commission or its successor
<b>Health Practitioner</b>	means a person registered under the <i>Health Professions Registration Act 2005 (Vic.)</i> , which includes Chinese medicine practitioners (acupuncturists, Chinese herbal medicine practitioners and Chinese herbal dispensers), chiropractors, dental care providers (dentists, dental hygienists, dental therapists and dental technicians), medical practitioners, medical radiation technologists (medical imaging technologists, radiation therapy technologists and nuclear medicine technologists), nurses, optometrists, osteopaths, pharmacists, physiotherapists, podiatrists and psychologists

<b>Immediate family</b>	means <ul style="list-style-type: none"> <li>• 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 difference sexes); and</li> <li>• 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 of the Employee</li> </ul>
<b>LSL Act</b>	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor(s)
<b>Medical Practitioner</b>	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
<b>NES</b>	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009 (Cth)</i> .
<b>Non-term weeks</b>	means weeks, or part thereof, in the school year other than term weeks and includes periods designated as school holidays for students; where the ELC operates according to terms that approximate school terms, non-term weeks will have the same meaning.
<b>Part time employee</b>	means an Employee employed pursuant to clause 12.3 of this Agreement.
<b>Position of Responsibility</b>	means an employee who has been appointed for a fixed term to lead a specific group, for example Head of Department
<b>Principal</b>	means the person holding the office of Principal or the person designated as "Acting" by the School Council or the person to whom the Principal has explicitly delegated authority.
<b>School</b>	means Mentone Girls' Grammar School
<b>School Assistant</b>	means a person who is ancillary to the process of teaching and includes persons employed in libraries and laboratories. A School Assistant will be classified as a classroom support services Employee or a curriculum/resource services Employee.
<b>School Teacher</b>	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic)</i> and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Vice Principal, by whatever name called.
<b>School year</b>	means the period of 12 months commencing from the day the Employees are required to attend the school for the new Academic year as determined by the school, and includes Term weeks and Non-term weeks



<b>Strategic Management Team</b>	means a team of individuals at the highest level of organisational management who have the day-to-day responsibility of managing the School. This includes the Principal, Deputy Principal (by whatever name called), Heads of School and Directors of Business Units including Business Operations (e.g. Finance), Human Resources and Community Engagement
<b>Teacher</b>	means a School Teacher and an Early Childhood Teacher, unless separately specified
<b>Teacher Librarian</b>	means a registered teacher who holds appropriate Librarianship qualifications and, when employed as a teacher-librarian, shall be entitled to the same conditions as apply to a Registered Teacher
<b>Teaching Experience</b>	means experience of teaching after achieving the qualifications necessary for registration and will be deemed to have commenced at the date on which a “qualified” person first receives a teaching appointment.
<b>Tenured Position</b>	means a period during which a position is held.
<b>Term weeks</b>	means the weeks, or part thereof, in the School year that students are required to attend school and designated student free days as set out in the school calendar of the School
<b>Victorian Institute of Teaching</b>	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic)
<b>WIRC Act</b>	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor

## 4 COVERAGE

4.1 This Agreement covers:

- a) the Employer;
- b) Teachers;
- c) Early Childhood Teachers; and
- d) School Assistants

4.2 This Agreement does not cover:

- a) a Principal;
- b) a Deputy Principal by whatever name called;
- c) an employee who is covered by the *Educational Services (Schools) General Staff Award 2020*, except School Assistants;
- d) any Teacher who earns more than the high income threshold as defined by section.333 of the Act as amended pursuant to the *Fair Work Regulations 2009* (Cth).

## 5 RELATIONSHIP TO AWARDS

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

## **6 NO EXTRA CLAIMS**

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

## **7 THE NATIONAL EMPLOYMENT STANDARDS**

- 7.1 The National Employment Standards (NES) in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 7.2 This Agreement provides industry and enterprise specific detail where it deals with a matter provided for in the NES.

## **8 AGREEMENT FLEXIBILITY**

- 8.1 An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- a) the agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
  - c) the arrangement is genuinely agreed to by the Employer and Employee.
- 8.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under s.172 of the Act; and
  - b) are not unlawful terms under s.194 of the Act; and
  - c) result in the Employee being better off overall than the employee would be if no arrangement was made.
- 8.3 The Employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
  - b) includes the name of the Employer and Employee; and
  - c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - e) states the day on which the arrangement commences.

- 8.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The Employer or Employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - b) if the Employer and Employee agree in writing - at any time.

## **PART 2 – CONSULTATION AND DISPUTE RESOLUTION**

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### **9 CONSULTATION REGARDING MAJOR WORKPLACE 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 Employees; or
  - b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

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

#### **Consultation regarding major workplace change**

- 9.2 For a major change referred to in cl.9.1(a):
- a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
  - b) cl.9.3 to 9.9 apply.
- 9.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 9.4 If:
- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
  - b) the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.
- 9.5 As soon as practicable after making its decision, the Employer must:
- a) discuss with the relevant Employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the Employees; and
    - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

- b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Employees.
- 9.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl.9.2(a) and cl.9.3 and 9.5 are taken not to apply.
- 9.9 In this clause, a major change is likely to have a significant effect on Employees if it results in:
- a) the termination of the employment of Employees; or
  - b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain Employees; or
  - f) the need to relocate Employees to another workplace; or
  - g) the restructuring of jobs.

### **Consultation about changes to regular roster or hours of work**

- 9.10 For a change referred to in cl.9.1(b):
- a) the Employer must notify the relevant Employees of the proposed change; and
  - b) 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.
- 9.13 The Employer must:
- a) discuss with the relevant Employees the introduction of the change; and
  - b) for the purposes of the discussion, provide to the relevant Employees:
    - (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and

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

## **10 DISPUTE RESOLUTION**

- 10.1 If a dispute relates to:
- a) a matter arising under the Agreement; or
  - b) the NES;

this clause sets out procedures to settle the dispute.

- 10.2 However, a dispute cannot be referred to the FWC if the dispute is in relation to a contravention (or alleged contravention) of subsection 65(5) or 76(4) of the Act.

*Note: Subsections 65(5) and 76(4) of the Act state that an employer may refuse a request for flexible working arrangements, or an application to extend unpaid parental leave, only on reasonable business grounds.*

- 10.3 The FWC may not, when exercising a power of dispute resolution under this Agreement, provide a right or remedy on the basis that a termination of employment was harsh, unjust or unreasonable.
- 10.4 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 10.5 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

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

10.7 The FWC may deal with the dispute in two stages:

- a) the FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
- b) if the FWC is unable to resolve the dispute at the first stage, the FWC may arbitrate the dispute and make a determination that is binding on the parties.

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

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

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

10.9 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

## **II CONSULTATIVE COMMITTEE**

### **11.1 Purpose**

11.1.1 The Purpose of the Consultative Committee is to discuss matters impacting on staff regarding the application of the Agreement. The Consultative Committee shall not discuss individual matters or grievances except by way of example or where a matter affects three or more people such that this forum is a more efficient way of dealing with these. Otherwise, individual matters shall be dealt with in accordance with the Complaints Resolution Policy.

### **11.2 Composition**

11.2.1 The employer will establish a Consultative Committee. The term of office of Consultative Committee members will be decided in consultation with Employees, but will be for a minimum of one (1) year and a maximum of three (3) years.

- 11.2.2 The Consultative Committee will compose:
- a) the Principal
  - b) up to three (3) nominees of the Principal
  - c) up to four (4) Employees elected by and from the Employees covered by this agreement, including at least one teacher from the Junior School, at least one teacher from the Senior School and a School Assistant representative.
- 11.2.3 The chairperson of the Consultative Committee will be the Principal, except where the Principal nominates another person or agrees that the Chairperson can be elected from the Consultative Committee members.

### 11.3 Procedures

- 11.3.1 The members of the consultative Committee will determine procedures, except that it is agreed that meetings of the Consultative Committee may be called by the Principal/Chairperson or by at least three (3) members of the Consultative Committee at any time during a School term (to enable all members to attend), but no more than four (4) times per year.

## **PART 3 – TYPES OF EMPLOYMENT, CONDITIONS OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

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### **12 TYPES OF EMPLOYMENT**

- 12.1 Employees will be employed in one of the following categories:
- (a) full-time employment;
  - (b) part-time employment;
  - (c) casual employment; or
  - (d) fixed-term employment.
- 12.2 Full Time Employees
- 12.2.1 The Employer may engage an Employee on a full time basis in accordance with this Agreement.
- 12.2.2 A full-time Employee is engaged to work an average of 38 ordinary hours per week.
- 12.3 Part Time Employees
- 12.3.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.
- 12.3.2 A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.

- 12.3.3 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Teacher, the Employer will set out in writing the duties and number of hours required (including Face-to-Face Teaching Hours) to be undertaken.
- 12.3.4 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in cl.24. The pro rata annual salary is calculated using the following formula.

$$\frac{\text{Hours of Face-to-Face Teaching}}{\text{Hours of Full Time Teacher's Face-to-Face Teaching}} \times \text{Annual Salary}$$

- 12.3.5 A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.
- 12.3.6 A Part Time Employee required to attend at the direction of the Principal (or the Principal's nominee) shall be paid at their ordinary rate of pay for any additional hours over and above the Employee's ordinary time fraction.
- 12.3.7 Notification of Allotment Change
- 12.3.7.1 The Employer has the right to increase or to decrease the teaching load of a part time Employee by up to 0.2 of a Full Time Equivalent (FTE) load. From time to time it may be necessary to alter the time fraction by a greater amount in which case the Employee will be offered the choice of accepting the new FTE or taking a redundancy.
- 12.3.7.2 Where the Employer changes the teaching load of a Part Time Teacher in accordance with cl.12.3.7.1, the Employer will use its best endeavours to provide 4 weeks' notice.
- 12.3.7.3 Where an Employee's fraction is reduced by up to 0.2 in accordance with cl.12.3.7.1, the Employer will provide 4 weeks' notice, or payment in lieu of notice not provided.

#### 12.4 Casual Employees

- 12.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- 12.4.2 A Casual Employee is entitled to the rate of pay specified in the applicable schedule. This rate of pay includes a loading in lieu of paid leave entitlements.
- 12.4.3 The Employer will engage a Casual Teacher on an hourly basis, provided that the minimum engagement will be for not less than half a day where a day is the usual required attendance time for an employee at the School and a half day is half the usual required attendance time. The minimum engagement does not apply where a Part Time Teacher is employed to work additional hours on a casual basis on a day that the Part Time Teacher is ordinarily employed.



12.4.4 A Casual Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment;
- redundancy;
- remuneration packaging;
- annual leave;
- leave loading;
- paid personal/carer's leave;
- paid compassionate leave;
- paid parental leave allowance;
- pro rata payment of salary inclusive of annual leave;
- infectious diseases leave;
- examination leave;
- qualification conferral leave;
- tuition fee discount
- accident make-up pay
- family violence leave

12.4.5 A Casual Employee is entitled to two (2) days' unpaid carer's leave and two (2) days' unpaid compassionate leave per occasion, unpaid parental leave and unpaid long service leave, where eligible.

12.4.6 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

12.4.7 An Employer may employ a Casual School Assistant on relieving work or to complete a fixed project.

## 12.5 Fixed Term Employee

12.5.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:

- (i) to replace one or more Employees who are on leave;
- (ii) to undertake a specified project for which funding has been made available;
- (iii) to undertake a specified task which has a limited period of operation; or
- (iv) to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.
- (v) to undertake an Academic Department Position of Responsibility. Such positions would not be offered an ongoing teaching role. The period of the appointment must not exceed 5 years unless the Employee and the Employer agree to extend the period of appointment.

12.5.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.

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

- (i) the reason for the fixed nature of the employment;
- (ii) the date of commencement of the employment;
- (iii) the benefits which are applicable under this Agreement; and
- (iv) the rights of any Employee being replaced.

12.5.4 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 the relevant Part of this Agreement.

12.5.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:

- (i) notice of termination (where the date of cessation of employment is stated at the time of appointment)
- (ii) parental leave allowance; and
- (iii) redundancy.

### **13 MINIMUM EMPLOYMENT PERIOD**

13.1 An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six (6) months.

13.2 At the expiration of the minimum employment period the Employer will either:  
(i) Confirm the employment; or  
(ii) Terminate the employment.

13.3 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or cl.19 and 20.

13.4 If the Employer is to terminate the Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

<u>Employee</u>	<u>Period of Notice</u>
Teacher	4 weeks' notice wholly within the school term
School Assistant	1 week's notice

13.5 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in cl.13.4.

#### **14 LETTER OF APPOINTMENT**

- 14.1 Upon engagement (prior to the commencement date of employment), the School will provide an Employee (other than a Casual Teacher) with a letter of appointment.
- 14.2 The Principal and an Employee may agree in writing to vary the conditions of employment pursuant to this Agreement provided that any and all of the agreed conditions are not less advantageous to the Employee concerned than the provisions of this Agreement.

#### **15 STAFF DAYS**

- 15.1 Employees covered under this agreement will be required to attend specified student free days, known as staff days, each year. Staff days will be advised in advance and will be included in the calendared dates.
- 15.2 A part-time Employee required to work on such a day will be entitled to be paid at the Employee's ordinary time rate of pay. An Employee will need to complete a timesheet to claim payment for these additional hours.

#### **16 VICTORIAN INSTITUTE OF TEACHING (VIT)**

- 16.1 Renewal of registration, on a regular basis, is a requirement for all teachers. The process to renew registration, as defined in the *Education and Training Reform Act 2006*, is the responsibility of each teacher. If the annual registration fee is not paid by the Employee, and renewal is not completed satisfactorily, that teacher will be suspended from teaching duties on Leave Without Pay or where eligible, another form of leave (e.g. Long Service Leave) until an up-to-date registration is received by the School.

#### **17 WORKING WITH CHILDREN CLEARANCE**

- 17.1 A School Assistant will be required to undergo a Working with Children (WWC) Clearance at their own expense.
- 17.2 In the event that a School Assistant commences employment with the School and either fails to present a WWC Clearance or is issued with a WWC Exclusion from the Department of Justice and Community Safety, the School reserves the right to terminate the School Assistant's employment without notice.

## **18 TERMINATION OF EMPLOYMENT**

18.1 The School may terminate an Employee's employment for reasons of redundancy, unsatisfactory performance and/or unsatisfactory conduct.

18.2 Job search entitlement

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

18.3 Withholding of monies

18.3.1 If a Teacher fails to give the required notice of termination, the Employer may deduct from wages due to the Teacher under this Agreement, an amount that is no more than two (2) weeks' wages for the Teacher.

18.3.2 If a School Assistant who is at least 18 years old, fails to give the required notice of termination, the Employer may deduct from wages due to the School Assistant under this Agreement, an amount that is no more than one (1) week's wages for the School Assistant.

18.3.3 If the Employer has agreed to a shorter period of notice, then no deduction can be made under clauses 18.3.1 or 18.3.2.

18.3.4 Any deduction under clauses 18.3.1 or 18.3.2 must not be unreasonable in the circumstances.

18.4 Statement of service

18.4.1 Upon the termination of employment for any reason, the Employer will provide upon the request of the Employee, a statement of service setting out:

- a) the commencement and cessation dates of employment;
- b) the classification of or type of work performed;
- c) any additional responsibilities or duties undertaken; and
- d) for a Casual Teacher, the number of days of duty worked by the Teacher during the period of the engagement.

## **19 PERFORMANCE AND CONDUCT MANAGEMENT**

19.1 Application

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

- a) where an Employee's employment is terminated during the minimum employment period pursuant to cl.13;
- b) for a casual Teacher; or
- c) in the case of serious misconduct.

## 19.2 Performance Management

19.2.1 Without limiting the rights of the Employer or the Employee, the Employer will implement a formal counselling procedure where the Employer is considering termination of employment for reasons related to the Employee's performance. The Principal may address performance issues with the Employee prior to implementing a formal performance management procedure to attempt to resolve the issues informally.

19.2.2 Where the Employer is considering whether to terminate an Employee's employment for reasons related to performance, the Employer will apply the procedure in this clause.

19.2.3 A formal counselling procedure will commence with the Employer advising the Employee in writing of:

- the Employer's concerns with the Employee's performance;
- the time, date and place of the first formal meeting to discuss the Employee's performance;
- the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance; and
- the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.

19.2.4 Formal counselling meetings will:

- include discussion of the Employer's concerns with the Employee's performance;
- give the Employee an opportunity to respond to the Employer's concerns;
- include discussion of any counselling or assistance, where appropriate, available to the Employee;
- include documentation, where appropriate; and
- set periods of review, as appropriate.

19.2.5 If, following the procedure, the Employer's decision is to terminate the employment of the Employee, the Employer will give the required period of notice or payment in lieu of notice in accordance with the relevant notice of termination provisions.

19.2.6 The procedure outlined in this clause may result in no further action being taken.

## 19.3 Conduct Management

19.3.1 Without limiting the rights of the Employer, or the Employee under any legislation, the Employer will adopt the following procedure where the Employer is considering termination of employment for reasons related to the Employee's conduct. The Principal may address conduct issues with the Employee prior to implementing a formal conduct management procedure to attempt to resolve the issues informally.

- 19.3.2 The Employer will advise the Employee in writing of:
- the Employer's concern with the Employee's conduct;
  - the time, date and place of the meeting to discuss the Employee's conduct;
  - the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct; and
  - the Employer's right to terminate the Employee's employment should the Employer's concern not be resolved.
- 19.3.3 A formal conduct management meeting will:
- include discussion of the Employer's concern with the Employee's conduct;
  - give the Employee an opportunity to respond to the Employer's concern unless the Employer could not reasonably have been expected to provide the Employee with that opportunity;
  - include discussions of any counselling or assistance, where appropriate, available to the employee;
  - include documentation, where appropriate; and
  - set periods of review, as appropriate
- 19.3.4 The Employer reserves the right to vary the above procedure where it is possible that the Employee is guilty of serious misconduct or where the Employer deems it appropriate to urgently advise the Employee of its concerns with the Employee's conduct.
- 19.3.5 Concern with an Employee's conduct may be resolved by:
- summary dismissal, where the employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the School to continue the employment during the notice period;
  - issuing the employee with a warning or a final warning in writing;
  - terminating the employment of the Employee in accordance with the notice provision in the relevant Part of this Agreement;
  - other action, appropriate to the situation; or
  - no further action.

## **20 REDUNDANCY**

### **20.1 Discussions before Termination**

- 20.1.1 Where the Employer has made a definite decision that the Employer no longer wishes the job an 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 the Employee directly affected.
- 20.1.2 The Employer will hold discussions as soon as practicable after the Employer has made a definite decision which will invoke the provisions of above.

- 20.1.3 Pursuant to the above, the Employer will discuss, among other things:
- the reason(s) for the proposed terminations;
  - measures to avoid or minimise the terminations;
  - measures to mitigate any adverse effects of any terminations on the Employees concerned.
- 20.1.4 For the purposes of the discussion pursuant to the above, the Employer will, as soon as practicable, provide in writing to the Employees concerned, all relevant information about the proposed terminations including:
- the reason(s) for the proposed terminations;
  - the number and categories of Employees likely to be affected;
  - the period over which the terminations are likely to be carried out.
- 20.1.5 For the purposes of the above, the Employer is not required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

## 20.2 Employees with less than one year's continuous service

- 20.2.1 Clause 20.1 does not apply to Employees with less than one year's continuous service. The general obligation on the Employer is to give Employees with less than one year's continuous service an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the Employees concerned of suitable alternative employment.

## 20.3 Employees exempted

- 20.3.1 Clause 20.1 does not apply:
- (i) where employment is terminated as a consequence of conduct that justifies summary dismissal;
  - (ii) where employment is terminated by due process;
  - (iii) to Employees engaged as Fixed Term Employees; or
  - (iv) to Employees who prior to employment were advised in writing that the position sought would become redundant on completion of a specified task or the expiration of a fixed duration of one year or less.

## 20.4 Severance Pay

20.4.1 The following scales of severance payments will apply:

<b>Period of Continuous Service</b>	<b>Entitlement</b>
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	12 weeks' pay
7 years but less than 8 years	14 weeks' pay
8 years but less than 9 years	16 weeks' pay
9 years but less than 10 years	18 weeks' pay
10 years but less than 12 years	22 weeks' pay
12 years and over	26 weeks' pay

20.4.2 If the above scale falls below the NES, the NES provisions will be applied.

## 21 BREAKAGE AND LOSS

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

## **PART 4 – CLASSIFICATIONS, REMUNERATION AND RELATED MATTERS**

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## 22 CLASSIFICATIONS

22.1 Recognition of previous service

22.1.1 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule IA, according to qualifications and teaching experience. Teaching experience does not include:

- (i) employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program);
- (ii) employment in an English Language School; or
- (iii) experience gained overseas where VIT does not recognise the Teacher's qualifications.

22.1.2 Service as a part-time Teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year; provided that where the hours are more than 90% of a full-time load, at the request of the Employer, service will count as a full-time year.



22.1.3 In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 180 full casual days in Australian schools.

22.1.4 In the case of an Early Childhood Teacher, the following will count as service:

- (i) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
- (ii) teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;
- (iii) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
- (iv) service as a diploma qualified childcare worker, at the rate of one year for every three years' service up to a maximum of four years.
- (v) **teaching experience does not** include experience gained overseas where VIT does not recognise the Teacher's qualifications.

## 22.2 Evidence of qualifications

22.2.1 The Employer requires a Teacher to provide certified documentary evidence of qualifications and teaching experience. If the Employer considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the Employer may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the Employer will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.

22.2.2 Where a Teacher has completed further teaching experience with another Employer (for example during unpaid leave) after commencement of employment they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the Teacher provided satisfactory evidence to the Employer within three months of completion. In all other cases the Teacher will be classified and paid from the date satisfactory evidence is provided.

## 22.3 Progression

22.3.1 A Teacher who is Four year trained will commence on Level I of the salary scale in Schedule IA and progress one level annually to the current maximum level of level II stipulated under this agreement.

22.3.2 A Teacher employed 40 per cent or less of a full teaching load will be required to complete 24 month's service before progressing to the next level.

22.3.3 Where there is more than one minimum pay point for a classification level a School Assistant will be eligible for movement to the next highest pay point within the classification level after each 12 month period.

22.3.4 Movement to the next pay point within a School Assistant classification level will occur unless the Employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.

## **23 WORKLOAD**

### **23.1 Class sizes**

- 23.1.1 Unless otherwise agreed by the Principal and the Teacher, the following class sizes will apply, as an average across the School Year:
- (a) 22 students in Years P – 2; and
  - (b) 24 students in Years 3 – 12.
- 23.1.2 Notwithstanding cl.23.1.1, where the average class size across the School Year for a particular class is to be exceeded, the total workload of a teacher, including but not limited to the size of all other classes of the teacher affected, will be taken into consideration, with adjustments to workplace and/or duties where possible.

### **23.2 Workload**

- 23.2.1 Numerous factors contribute to a Teacher's workload, including but not limited to:
- (a) face-to-face teaching;
  - (b) correction, preparation, assessment, meetings and yard duty;
  - (c) curriculum organisation and assessment and reporting requirements; and
  - (d) school camps/year level conference, music performances/concerts, year level worship, excursions, information evenings, productions, parent/teacher interviews, school sport, presentation evening, or other like events.
- 23.2.2 It is recognised that the allocation of a teacher's work is managed by the Principal in accordance with school policy.
- 23.2.3 Within the resources available to the school, the scheduled duties of a graduate Teacher shall be reduced by 1 period per cycle.
- 23.2.4 Unless otherwise mutually agreed by the School and the individual Teacher, replacement or reorganised classes of equivalent time period, which shall not count as a standby, may be assigned to a Teacher who loses normal classes for any reason on the day where normal classes are lost, except where operational procedures of the School do not allow this to occur. In this case, it should occur as close as possible to the day of the loss of the class. In November of each year when VCE Unit 3 / 4 classes, or equivalent, have finished, there will be no replacement classes until the exam of the teacher's Unit 3 / 4 class has concluded.
- 23.2.5 In addition to Face-to-Face Teaching Hours, a Teacher will be required to undertake a range of other duties and co-curricular activities. In the distribution of these duties the following factors are to be taken into account:
- (a) as far as practicable, the equitable distribution of other duties within the school;
  - (b) the relative importance of the various duties to be undertaken;
  - (c) the time required to perform the duty;
  - (d) the range and frequency of tasks to be performed;
  - (e) the classification, qualifications, training and experience of the Teacher; and
  - (f) the preparation, correction and reporting requirements.

23.2.6 A Teacher, both full time and part time, is expected to attend staff meetings, departmental meetings and professional learning days as set down by the School. The School will endeavour to arrange meetings at times that are mutually convenient.

### **23.3 Face-to-Face Hours of Duty**

23.3.1 Face-to-face teaching means the regular, rostered, academic and pastoral teaching sessions in a documented course of study approved by the School for which the Teacher has primary responsibility for educational delivery and includes sessions of direct student instruction required by the School. Standbys and regular, rostered, compulsory House activities timetabled during the school day are considered within the Face-to-Face Teaching Hours and in the context of the total workload of the Teacher. Face-to-face teaching does not include assemblies.

23.3.2 Face-to-face teaching for an Early Childhood Teacher means the hours that the Early Childhood Teacher is required to teach, care and supervise students in the Early Learning Centre Educational Program. Face-to-face hours exclude non-supervisory duties such as preparation, administrative and associated responsibilities.

23.3.3 Subject to cl.23.3.6, the face-to-face teaching hours of a full-time Teacher will be as follows for each applicable academic year:

- **2022:** 20 hours for secondary, 22.5 hours for primary and 22.5 hours for ELC.
- **2023:** 19 hours for secondary, 22 hours for primary and 25 hours for ELC.
- **2024:** 18.5 hours for secondary, 21 hours for primary and 25 hours for ELC.

23.3.3 A Teacher's face-to-face teaching hours may include timetabled classes in both the junior and senior division of the School. In the event that this occurs, the Teacher's time fraction and salary will be calculated by applying the appropriate hours of duty for the division to the face-to-face teaching hours assigned for each division on a pro rata basis for the percentage of hours worked in each division.

23.3.4 A Teacher may be allotted less than the face-to-face hours, depending on the number of lessons allocated to a particular subject or the nature of the subject itself (that is, in terms of preparation or correction load).

23.3.5 A Teacher whose allotment is less than the specified face-to-face limit will be allocated other duties, classes or standbys.

23.3.6 Where a Teacher agrees to an allotment of face-to-face Teaching Hours greater than that specified in cl.23.3.1, a reduction in the allocation of standbys and/or supervisory duties will be negotiated with the individual Teacher.

## **24 REMUNERATION**

### **24.1 Salary**

- 24.1.1 The rate of pay for an Employee covered by this Agreement will be not less than the annual rate of pay set out in the applicable schedule, according to the Employee's classification and applicable employment fraction.

### **24.2 Payment Arrangements**

- 24.2.1 All monies payable will be paid by electronic funds transfer to a financial account nominated by the Employee once every month with payment being made as nearly as possible on the middle of each month, one half month in arrears and one half month in advance.

### **24.3 Professional Payment**

- 24.3.1 An Employee will receive a professional payment (inclusive of Annual Leave Loading) equal to 1.5 per cent of the Employee's Annual Base Salary as per Schedules I B and 2B on an annual basis.
- 24.3.2 The Professional payment will be paid with each salary payment throughout the School year, by increasing the annual rate of pay as at the commencement of the School year, or as subsequently varied, by 1.5%.

### **24.4 Remuneration Packaging**

- 24.4.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.
- 24.4.2 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.

### **24.5 Superannuation**

- 24.5.1 The Employer currently makes an employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, a request for stapled super fund details will be made to the Australian Tax Office (ATO). If the Employer is advised by the ATO that the Employee does not have a stapled super fund, the contribution will be made to The NGS Super Fund or a successor fund.

## **25 MEAL ALLOWANCE**

- 25.1 The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7 p.m. on any day. Where it is impracticable for the School to provide a meal, the Employee will be reimbursed for the cost of the meal subject to prior agreement and approval from the Employee's supervisor.

## **26 OVERNIGHT ALLOWANCE**

- 26.1 An Employee, who is not appointed to the position of a Home Group Teacher/Tutor or equivalent, is expected to attend at least one camp or student conference or curriculum-based trip per annum. Camps, student conferences and curriculum-based trips are based in Australia and are listed on the School's annual School Planner.
- 26.2 An Employee, who is appointed to the position of Home Group Teacher/Tutor or equivalent, is required to attend any camp or student conference specified as a duty of the position. The overnight allowance is payable to a Home Group Teacher/Tutor for this duty.
- 26.3 An Employee covered by this Agreement (excluding a member of the Strategic Management Team) who represents the School by attending an approved activity involving students, requiring an overnight stay, will be paid an overnight allowance of \$85 per night. For the avoidance of doubt, a Head of Year will receive this as an addition to their allowance.
- 26.4 An Employee volunteering to attend a camp, student conference or curriculum-based trip over and above the Employer's organisational requirements, will be paid the overnight allowance.
- 26.5 The Employer may ask an employee to attend more than one camp, student conference or curriculum-based trip in a year. Where the Employee agrees to attend, the overnight allowance applies pursuant to cl.26.3.
- 26.6 In relation to cl.26.1 and 26.2, the Employer will take any special circumstances into account in terms of the expectation or requirement, respectively.

## **27 VEHICLE ALLOWANCE**

- 27.1 An employee required by the Employer to use their own motor vehicle in the performance of duties will be paid an allowance at current Australian Taxation Office rates.
- 27.2 The Employer must pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle which is used by an Employee in the performance of the Employee's duties.

## **28 PROTECTIVE CLOTHING**

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

## **29 TRAVEL AND PERSONAL EXPENSES**

29.1 Subject to prior approval of the School, an Employee shall be eligible to be reimbursed for expenses under this clause provided that:

- (a) the expense was necessarily incurred in the performance of the Employee's duties; and
- (b) reimbursement may only be made where expenditure was incurred.

## **30 ACCIDENT PAY**

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

30.2 Accrual of leave entitlements

If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to WIRC Act, then the Employee accrues entitlements in accordance with the relevant legislation.

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

## **31 EDUCATION OF CHILDREN OF STAFF MEMBERS**

31.1 An Employee, other than a casual or fixed term, whose child or children attend the School is entitled to a tuition fee discount at the prescribed rate.

31.2 The prescribed rate is:

31.2.1 Early Learning Centre Tuition Fees

Upon commencement of a long day care model, which requires the ELC to operate for at least 48 weeks of the year, the prescribed rate for ELC tuition fees is 25%. Prior to commencement of a long day care model, the prescribed rate for ELC tuition fees is 50%.

- 31.2.2 **Prep to Year 12 Tuition Fees**  
For an employee who was employed and eligible for tuition fee discount prior to 31 December 2022, the prescribed rate for Prep to Year 12 tuition fees is 50%. For any other employee, the prescribed rate for Prep to Year 12 tuition fees is 25%.
- 31.3 **Full Time Employees (Service from 1 January 2023)**  
31.3.1 A Full Time Employee employed by the School will be entitled to a discount on tuition fees at the prescribed rate in clause 31.2.
- 31.4 **Part time Employees**  
31.4.1 A Part Time Employee employed by the School will be entitled to a discount on tuition fees on a pro-rata basis equal to the Employee's employment fraction (correct to one decimal point) of the prescribed rate in clause 31.2.
- 31.5 Where both parents are Employees of the School, their child or children shall attract only one staff discount amount per child on tuition fees.
- 31.6 The tuition fee discount is only available where the Employee is the biological, adoptive or residential parent of the child/children.
- 31.7 Where an Employee's employment fraction varies there will be a corresponding change in the tuition fee discount. The change in the tuition fee discount will be effective from the next billing period following the date that the change in employment fraction takes place. However, the percentage discount will be not less than the original discount awarded at the commencement of part time employment where the School initiates the time fraction reduction.
- 31.8 In order to be eligible for a tuition fee discount, an Employee must:  
(i) Satisfactorily complete the minimum employment period of six months  
(ii) Pay the application and enrolment fee and security deposit in full prior to the commencement of enrolment; and  
(iii) Pay the discounted tuition fees via automatic salary deduction.
- 31.9 Additional charges for extras are not subject to any discount. Such charges include, but are not limited to, costs for camps, books, music tuition and excursions.
- 31.10 Where an Employee's child is awarded a scholarship, the Employee may either choose to pay fees discounted pursuant to this clause or pay fees at the scholarship rate, but shall not be entitled to both.
- 31.11 Discount will cease in the event of default of payment of general tuition fees or additional charges for extras.

## **32 INFORMATION TECHNOLOGY**

- 32.1 Employees will be provided with technology tools on an as-needs basis at the discretion of the Principal.

## **PART 5 – LEAVE AND PUBLIC HOLIDAYS**

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### **33 PERSONAL/CARER'S LEAVE**

- 33.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 33.2 An Employee other than a casual Teacher/Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- 33.3 For a full-time Employee, the personal/carer's leave entitlement equates to 15 days per year of service, which accrues progressively during service. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.
- 33.4 Where a full-time Employee requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual as follows:
- (i) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or
  - (ii) up to the annual entitlement of 15 days, if in the second or subsequent year of employment.
- 33.5 Paid personal leave is taken due to a personal illness or injury.
- 33.6 Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 33.7 Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 33.8 A casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 33.9 Notice and evidentiary requirements
- 33.9.1 An Employee must notify the Employer of their absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.



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

- (i) the Employee submits a leave application form on each occasion that leave is taken (where applicable, the leave form submitted must comply with the evidentiary requirements in 33.9.2 (ii) – (iv));
- (ii) the Employee produces a medical certificate from a Health Practitioner or a statutory declaration to the Employer for any absence of two or more consecutive days;
- (iii) the Employee provides a medical certificate from a Health Practitioner or a statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;
- (iv) the Employee produces a medical certificate from a Health Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five (5) days in the one School year.

33.10 Discretionary leave

33.10.1 An Employee is entitled to request discretionary leave, which is taken from an Employee's entitlement to personal/carer's leave.

33.10.2 The quantum of discretionary leave that may be requested is as follows:

- a. an Employee with a fraction of 0.4 or greater may request up to 2 days per annum;
- or
- b. an Employee with a fraction of less than 0.4 may request up to 1 day per annum.

33.10.3 An Employee may request discretionary leave for any of the following reasons:

- a. to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
- b. to attend a significant family event (e.g., wedding) for a member of the Employee's Immediate Family or household;
- c. to attend to a matter of urgent pressing necessity or obligation;
- d. to appear before a court or tribunal;
- e. to observe religious days;
- f. for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander;
- or
- g. other reasons, as agreed to by the Employer.

33.10.4 An Employee must:

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

33.10.5 Discretionary leave is approved at the complete discretion of the Principal or by a person with the delegated authority to provide this approval, including the Head of School.

33.10.6 The cap applying to the amount of discretionary leave that can be access per year is not cumulative.

## **34 COMPASSIONATE LEAVE**

34.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

34.2 An Employee may take:

34.2.1 up to three (3) days' paid leave per occasion when:

- (a) a member of the Employee's Immediate Family or household dies;
- (b) a baby in their immediate family or household is stillborn;
- (c) they have a miscarriage;
- (d) their current spouse or defacto partner has a miscarriage;

34.2.2 up to two (2) days' paid leave per occasion when 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.

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

34.4 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.

## **35 COMMUNITY SERVICE LEAVE**

35.1 Community service leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.

35.2 Community service leave under the NES is unpaid, except in relation to jury service.

35.3 Jury Service Leave

- (a) An Employee who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (b) An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c) An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

- (d) The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- (e) Subject to clauses (b), (c) and (d), the Employer will reimburse an Employee granted leave pursuant to this clause 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.

## **36 PUBLIC HOLIDAYS**

36.1 Public holidays are provided for in the NES.

36.2 Substitution of public holidays

36.2.1 By agreement between the Employer and an individual Employee:

- (i) An alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- (ii) The agreement will be recorded in writing and made available to the affected Employee.
- (iii) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

## **37 LONG SERVICE LEAVE**

37.1 Long service leave is provided by the NES except where this Agreement provides ancillary or supplementary terms.

37.2 Entitlement:

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

37.3 Termination of employment

37.3.1 Accrued long service leave will be paid in lieu where an Employee's employment ends after 7 years of continuous employment.

37.4 Payment in lieu

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

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

### 37.5 Illness on long service leave

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

37.5.2 Subject to 37.5.1, the Employee's long service leave will be extended by the period of illness.

37.5.3 An exception to 37.5.1 is that the Employer and an Employee may agree that the Employee will return from long service leave as planned with the period of illness increasing the Employee's accrued long service leave entitlement.

### 37.6 Public holidays

37.6.1 Public Holidays which occur during a period of Long Service Leave shall not form part of the long service leave.

### 37.7 Timing and Taking of Long Service Leave

37.7.1 The timing of taking of long service leave will be negotiated between the Principal and the Employee for mutual advantage but will ordinarily be taken within twelve months of the entitlement falling due..

37.7.2 In consultation about the timing of such leave, the Employer agrees to consider the individual Employee's needs, in so far as they are compatible with the Employer's operational needs.

37.7.3 A Teacher or Early Childhood Teacher will take long service leave for a period of one (1) school term, unless otherwise approved by the Principal. Where a Teacher or Early Childhood Teacher does not have sufficient long service leave to cover the entire term, a period of unpaid leave may be granted by the Principal.

37.7.4 A School Assistant can request to take long service leave for a period of not less than one (1) day. The Employer must grant the request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request.

37.7.5 Applications by a Teacher or Early Childhood Teacher for long service leave should be made in writing to the Principal and should ordinarily be received by 1 August in the preceding year. Compassionate and other applications for long service leave not received by 1 August of the preceding year will be considered on their merits by the Principal.

37.7.6 A School Assistant applying for long service leave must provide reasonable notice. It is the School's preference that as much notice as possible is given to enable due consideration of the request for leave. Where a School Assistant is applying to take long service leave for a period in excess of four (4) weeks, they must provide a minimum of one (1) terms' notice. Where a School Assistant is applying to take long service leave for a period of four (4) weeks or less, they must provide a minimum of two weeks' notice.

37.7.7 Applications must be in writing and must specify the period of leave being sought.

37.7.8 The Employer will respond to applications for long service leave within two working weeks.

### 37.8 Mode of employment and payment

37.8.1 An Employee whose service has been all full-time or all at the same part-time fraction is paid during long service leave at the Employee's annual base salary including any allowances as per cl. 37.8.3.

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

(a) Service prior to 1 February 1997 (Teachers only)

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

(ii) when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours;

(iii) when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment;

(iv) if a Teacher can show that the Teacher's average weekly hours over the whole of the Teacher's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

(b) Service from 1 February 1997 (Teachers only)

- (i) A Teacher whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Teacher's time fractions over the period of eligible service.

37.8.3 Except where otherwise determined by the Employer, allowances payable under this agreement which meet the following criteria shall be payable during long service leave:

- (a) the allowance is of a continuing and ongoing nature; and
- (b) the Employee has been in receipt of the allowance for a continuous period of twelve months immediately prior to the commencement of the leave; and
- (c) the Employee would have continued to receive the allowance but for his/her absence on leave.

37.9 Exceptions (Teachers only)

37.9.1 Despite anything in this clause for the purpose of determining the amount of long service leave or pay in lieu thereof to which a Teacher or a Teacher's personal representative is entitled in respect of the period of employment commencing on or after 1 January 1965 and ending on 1 January 1980, so much of that period of employment as was commenced before 1 January 1980 will be reduced by one third.

37.10 Where a School Assistant's fraction has varied during the period of employment the School Assistant will be paid a proportionate rate during long service leave. However, where the NES provides an employee with a higher payment for long service leave, the NES entitlement will apply.

## 38 PARENTAL LEAVE

38.1 Parental leave is provided for in the NES. This clause supplements the NES provisions.

38.2 Extending a period of parental leave

- (a) An Employee requesting to extend his or her period of parental leave in accordance with the NES must do so in writing, given to the employer preferably ten (10) weeks before, but at least four (4) weeks' before, the end of the available parental leave period.

38.3 Return to Work Guarantee

- (a) An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. A part-time Teacher will be entitled to the same time fraction.

- (b) For the purposes of the Return to Work Guarantee, the pre-parental leave position includes a position of responsibility for an Employee who is a teacher but does not necessarily include the same classes and/or subjects or duties. When an employee commenced parental leave, the tenured position is held. However, if the tenure expires during the period of parental leave, the School is entitled to re-advertise for the role. Those who are incumbent are notified that the position of responsibility will expire, and are free to re-apply for the role.

#### 38.4 Right to Request Flexible Working Arrangements

- (a) For a temporary change in work arrangements, an Employee who has completed at least 12 months continuous service, and is to return or has returned to a position with the Employer after a period of parental leave, and has responsibility for the care of a child may ask the Employer for a change in working arrangements to assist the employee to care for the child if the child:
  - (i) is under school age; or
  - (ii) is under 18 and has a disability.
- (b) Examples of changes in working arrangements include, but are not limited to, temporary changes in hours of work, temporary changes in patterns of work and temporary changes in location of work.
- (c) The request must be in writing and set out the details of the change sought and of the reasons for the change.
- (d) The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.
- (e) The Employer shall consider any request for flexible arrangements made pursuant to these clauses 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 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.
- (f) If the Employer refuses the request, the written response must include details of the reasons for the refusal.

#### 38.5 Communication during parental leave

- 38.5.1 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.

38.5.2 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.

38.5.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with cl.38.5.1.

## **39 PAID PARENTAL LEAVE**

### **39.1 Application**

39.1.1 This clause does not apply to casual or fixed-term Employees.

39.1.2 This clause applies to a full-time or part-time Employee who is entitled to unpaid parental leave in accordance with the NES and cl. 39 - Parental Leave.

39.1.3 The payments in cl. 39.2 and 39.3:

- (i) are not payable during a period of paid leave;
- (ii) are payable upon the birth or adoption of a child;
- (iii) are paid at the Employee's base rate of pay and eligible allowances at full pay only; and
- (iv) are payable to one Employee only, where the Employer employs both parents of the child.

### **39.2 Paid Allowance: Birth-related leave and adoption-related leave**

39.2.1 An Employee will be entitled to 18 weeks of leave with pay to be responsible for the care of the child.

39.2.3 If the Employee takes less than 18 weeks of leave with pay, the Employee will be paid for that period of leave taken only.

39.2.4 The period of leave with pay comprises paid birth-related leave/adoption related leave and annual leave that accrues during the birth-related leave/adoption-related leave.

39.2.5 An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.



39.2.6 During the period of time that the Employee is in receipt of the parental allowance under cl.39.2, the Employee is entitled to accrue annual leave, as defined by the NES, and personal/carer's leave, in accordance this Agreement.

39.2.7 The period of parental leave for which an allowance is payable does not count as a period of employment for the purpose of long service leave. This provision has the express effect of overriding *the Long Service Leave Act 2018* (Vic.).

39.2.8 The parental allowance will be paid in 3 equal monthly payments commencing in the first pay period upon the birth or adoption of a child.

### 39.3 Partner leave

39.3.1 An Employee, who has completed at least 12 months' continuous service with the Employer as at the date of the birth or placement of the child and takes concurrent leave of at least ten (10) days, will be paid for those 10 days.

### 39.4 Government Paid Parental Leave Scheme

39.4.1 An Employee who elects to access paid parental leave under any Government approved scheme must apply as required to the Government for payment of Government approved paid parental leave benefits. The employer will not be responsible for making any Government approved paid parental leave payments to the Employee unless written notification has been received from the Government regarding the Employee's entitlement to paid parental leave under the Government Scheme.

## 40 LEAVE WITHOUT PAY

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

## 41 INFECTIOUS DISEASES LEAVE

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

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever, or
- Hepatitis.

- 41.2 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.

## **42 EXAMINATION LEAVE**

- 42.1 An Employee will be granted leave with pay to attend compulsory examinations in a School approved relevant course of study.

## **43 QUALIFICATION CONFERRAL LEAVE**

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

## **44 DEFENCE RESERVE LEAVE**

- 44.1 Leave without pay may be granted for Defence Reserve service up to a maximum period of 78 weeks.
- 44.2 An Employee required to complete Defence Reserve service will consult with the Principal regarding the proposed timing of the Defence Reserve service and will give the Principal as much notice as is possible of the time when the service will take place.
- 44.3 Defence Reserve service leave is based on a School year and is in addition to any other accrued leave (e.g. Annual Leave, Long Service Leave etc). Defence Reserve service leave is not cumulative and cannot be carried over to the following year.

## **45 FAMILY VIOLENCE LEAVE**

- 45.1 Definition  
For the purpose of this clause, family violence is defined by the *Family Violence Protection Act 2008 (Vic) (Act)*. Under this Act, the definition of family violence is behaviour by a person towards a family member of that person if that behaviour:
- (a) is abusive (physical, sexual, emotional or psychological, or economic), threatening, coercive or in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
  - (b) causes a child to hear or witness, or to otherwise be exposed to the effects of behaviour described above.

## 45.2 Leave entitlement

45.2.1 An employee subject to family violence is entitled to five days per year of paid family violence leave for the purpose of:

- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
- (b) relocation or making other safety arrangements; or
- (c) other activities reasonably associated with the experience of family violence.

45.2.2 Family violence leave may be taken as consecutive or single days, including half days.

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

## 45.3 Notice and Evidentiary Requirements

45.3.1 The employee shall give notice to the Principal as soon as reasonably practicable of the employee's request to take family violence leave.

45.3.2 The employee must show documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 45.1. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the employee may provide a statutory declaration.

45.3.3 The employer will not place the documentary evidence provided under clause 45.3.2 on the employee's file, unless expressly permitted by the employee. Instead, the employer may place a note on the employee's file confirming:

- (a) the dates that family violence leave was taken; and
- (b) that documentary evidence was sighted by the employer.

45.3.4 Personal information provided by the employee to the employer concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary for operational reasons.

## 45.4 Interaction with the NES

45.4.1 If, during the period of operation of this Agreement, the NES are amended to provide paid family and domestic violence leave, then the leave entitlement in cl. 45.2 will be offset against the NES leave entitlement, should this not be prohibited by the NES.

## **PART 6 – CONDITIONS OF EMPLOYMENT FOR TEACHERS**

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### **46 CLASSIFICATIONS AND SALARIES**

- 46.1 Schedule IA sets out the classification structure and progression through the salary scale.
- 46.2 Schedule IB sets out the salary for a Teacher, including a Casual Teacher.
- 46.3 Schedule IC sets out the general particulars regarding positions of responsibility.
- 46.4 To the extent necessary, the Employer and the Employee agree that the guarantee of the Basic Periodic Rate of Pay may be satisfied over a period of 12 months and includes the salary in Schedule IB and any applicable responsibility allowance.
- 46.5 The salary specified in Schedule IB and any applicable responsibility allowance is in compensation for all hours worked under this Agreement.

### **47 HOURS OF WORK**

- 47.1 This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 47.2 Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher may be averaged over a 12 month period.
- 47.3 The ordinary hours of work for a Teacher during Term weeks are variable. In return, a Teacher is not generally required to attend for periods of time when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- 47.4 The following circumstances are not included when calculating the attendance days in the ordinary hours of work for a Teacher:
  - (a) co-curricular activities that are conducted on a weekend;
  - (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
  - (c) when the Teacher appointed to a leadership position is performing duties in Non-term weeks that are directly associated with the leadership position; and
  - (d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which a Teacher may be recalled to perform duties relating to their position.
- 47.5 Generally, the Employer will provide written notice of the Term weeks and days in Non-term weeks on which the Teachers are required to attend, six months in advance of the requirement to attend.
- 47.6 The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the School year or a proportion of the School year. The Teacher's absence from School during Non-term weeks is deemed to include their entitlement to annual leave.

47.7 A Teacher leaving the School grounds outside of timetabled teaching, supervision duties and scheduled meetings shall inform reception. It is the School's requirement to sign out prior to leaving the School grounds and to sign in upon return. The Teacher is expected to be contactable whilst off site.

## **48 BREAKS**

48.1 An employer is required to provide an unpaid meal break of not less than 30 consecutive minutes to an employee who is engaged or rostered to work for more than five hours on a day. Such meal break will start no later than five hours after the employee commenced work on that day.

## **49 NON-TERM WEEKS**

49.1 A Teacher is generally not required to attend at the School for periods of time when students are not present but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.

49.2 Non-term weeks is not a period of authorised leave for the purpose of the Act.

49.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non-terms weeks during the School Year will be calculated pursuant to the formula in cl.48.4.

49.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part of a School Year, the Teacher is entitled to a payment for Non-term weeks in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\frac{\text{Teacher's Attendance Time} \times \text{Non-term weeks}}{\text{School's Attendance Time}} - \text{Non-term weeks already taken}$$

*Note: All amounts specified in weeks or part weeks*

## **50 ANNUAL LEAVE**

50.1 Entitlement to Annual Leave

50.1.1 Employees (except casual employees) are entitled to four (4) weeks' paid annual leave in accordance with the NES unless cl. 50.2 applies.

50.1.2 Annual leave is deemed to have been taken during non-term weeks.

50.1.3 Payment for annual leave is included in the annual salary in accordance with Schedule IB of this Agreement.

## 50.2 Pro rata Payment

50.2.1 A Teacher will be entitled to a pro-rata payment of their salary inclusive of annual leave calculated in accordance with cl. 50.3 below if they have:

- a) not worked a full school year;
- b) had their hours varied during the school year; or
- c) taken leave without pay of more than 2 term weeks.

50.3 The pro rata entitlement is payable:

50.3.1 on termination, in the case of a Teacher whose employment terminates during the school year; or

50.3.2 in all other cases, at the end of Term 4. This payment will be split between the December (1/3<sup>rd</sup>) and January (2/3<sup>rd</sup>) pay periods.

### **Pro rata Calculation**

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

Where:

P is the payment due

s is the total salary paid in respect of term weeks worked, or part thereof, since the commencement of the school year or the date of employment where the employee commenced employment after this 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 commencement of the school year or the date of employment where the employee commenced employment after this date.

## **51 NOTICE OF TERMINATION**

51.1 Where the Employer wishes to terminate the employment of a Teacher serving a minimum employment period pursuant to cl.13, or a Teacher wishes to resign during the minimum employment period, the period of notice is specified by cl.13.

- 51.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 51.3 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer that the Teacher being replaced wishes to return from parental leave.
- 51.4 Payment in lieu is calculated by taking the amount of salary in Schedule 1B (and any responsibility allowance if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 51.5 Subject to cl.18, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 51.6 The notice period in this clause and in cl.18 do not apply where the Teacher is guilty of serious misconduct.

## **PART 7 – CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS**

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### **52 CLASSIFICATIONS AND SALARIES**

- 52.1 Schedule 2A sets out the classification structure for a School Assistant.
- 52.2 Schedule 2B sets out the salary scale for a School Assistant entitled to four weeks' annual leave.

### **53 HOURS OF WORK**

- 53.1 The ordinary hours of work for a Full Time School Assistant will be 38 hours per week.
- 53.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 53.3 The ordinary hours of work will be worked on no more than five days in any seven days.
- 53.4 The spread of hours will be between 7:00am and 6:00pm Monday to Friday the general operation of the School/ELC, including, where relevant, any staff or parents meeting adjacent to the School/ELC day that the Employee is required to attend.
- 53.5 Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

53.6 An exception to cl.53.4 is where the ordinary hours of work specified by the Award provides for the ordinary hours of work of a General Staff Employee to be performed on a weekend, in which case the provisions of the Award will prevail over this clause.

53.7 Breaks between periods of duty

53.7.1 An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.

53.7.2 Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.

53.7.3 The entitlements in cl.53.7.1 and 53.7.2 do not apply to:  
(i) an Employee who is attending a school camp or excursion; or  
(ii) an Employee working a broken shift.

## **54 BREAKS**

54.1 Meal break

An employer is required to provide an unpaid meal break of not less than 30 consecutive minutes to an employee who is engaged or rostered to work for more than five hours on a day. Such meal break will start no later than five hours after the employee commenced work on that day.

54.2 Rest break

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

## **55 ANNUAL LEAVE**

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

55.2 A School Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

55.3 A School Assistant may be provided with additional leave at the discretion of the Principal.



#### 55.4 Timing of annual leave

55.4.1 A School Assistant must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the School Assistant works.

55.4.2 A School Assistant will take all accrued annual leave during the shutdown period.

55.4.3 A School Assistant who works term weeks only must take annual leave during non-term weeks. Leave must generally be taken, in the case of an Employee whose employment 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.

#### 55.5 Leave without pay during non-term weeks

##### 55.5.1 Arrangements

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

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

55.5.2 Calculating annual salary for an Employee on leave without pay during non-term weeks

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

$$A = \frac{C \times \text{working weeks} + 4 \text{ weeks annual leave}}{52.18}$$

Where:

**A** means the Employee's adjusted annual salary

**C** means the annual salary (as contained in Sch.2B.1.1 in Schedule 2B) the Employee's classification

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

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

## 56 NOTICE OF TERMINATION

- 56.1 Where the Employer wishes to terminate the employment of a School Assistant serving a minimum employment period pursuant to cl.13, or a School Assistant wishes to resign during a minimum employment period, the period of notice is specified by cl.13.
- 56.2 Where the Employer wishes to terminate the employment of a School Assistant, who has had six months' or more continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant.

- 56.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.
- 56.4 A School Assistant, who has had six months' or more continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing.
- 56.5 In addition to the period of notice specified in cl.56.2, a School Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service will be entitled to an additional week's notice.
- 56.6 The notice period in this clause and in cl.18 do not apply where the School Assistant is guilty of serious misconduct.

EXECUTED as an Agreement this

24<sup>th</sup>

day of

November

2022

Signed for and on behalf of:

Mentone Girls' Grammar School  
[ABN 88 004 261 527]

11 Mentone Parade  
Mentone, Victoria, 3194

NATALIE CHARLES

Principal (Name in Print)

Authority to Sign

Natalie Charles

In the presence of

[Signature]

Witness

Teachers and School  
Assistants employed by Mentone Girls'  
Grammar School, as represented by  
Name

Kellie Saunders

Employee Representative (Name in Print)

11 Mentone Parade  
Mentone, Victoria, 3194

Authority to Sign

[Signature]

In the presence of

[Signature]

Witness

## **SCHEDULE IA – CLASSIFICATION STRUCTURE (TEACHERS)**

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### **IA.1 Teachers with Full and Provisional Registration**

- IA.1.1 A Teacher holding Full or Provisional Registration, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level I and subject to IA.1.2, progress to Level II in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- IA.1.2 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

## **SCHEDULE IB – SALARIES (TEACHERS)**

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### **IB.1 Annual Base Salary**

The salary for a full-time Teacher will be determined in accordance with the provisions of Schedule IB and will be not less than prescribed by the following table. The rates of pay in Schedule IB become operative from the first pay period commencing on or after 1 February each year for the duration of the Agreement.

<b>Annual Base Salary</b>			
<i>Effective from the first pay period commencing on 1 February</i>			
<b>Level</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>1</b>	80,844	82,461	84,110
<b>2</b>	83,135	84,798	86,494
<b>3</b>	87,942	89,701	91,495
<b>4</b>	90,450	92,259	94,104
<b>5</b>	93,027	94,888	96,785
<b>6</b>	95,679	97,593	99,544
<b>7</b>	98,405	100,373	102,381
<b>8</b>	101,947	103,986	106,066
<b>9</b>	105,108	107,210	109,354
<b>10</b>	108,369	110,536	112,747
<b>11</b>	119,233	121,618	124,050

### **IB.2 Weekly Salary**

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

**IB.3 Casual Rate of Pay**

IB.3.1 The rate of pay for a Casual Relief Teacher will be as follows. The rates of pay will be applied from the first full pay period on or after the specified date below:

<b>Effective from</b>	<b>Hourly rate</b>	<b>Maximum daily rate</b>
1 July 2022	\$67.50	\$405.00
1 February 2023	\$68.83	\$413.00
1 February 2024	\$70.17	\$421.00

IB.3.2 The minimum engagement will be for not less than three hours on a day.

IB.3.3 The daily rate is the maximum rate payable per day.

IB.3.4 The payment for a day, if less than the maximum daily rate, is calculated to the nearest fifteen (15) minutes.

## **SCHEDULE IC – POSITIONS OF RESPONSIBILITY STRUCTURE (TEACHERS)**

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- IC.1 A time and/or monetary allowance will be provided to a Teacher where the Employer requires the performance of administrative, wellbeing or academic leadership duties, or a combination of these, additional to those usually required of Teachers by the Employer.
- IC.2 The allowance is linked to a position of responsibility rather than tied to an individual Teachers.
- IC.3 The Principal determines who is eligible for an allowance.
- IC.4 Due to the strategic direction of the School, the nature of the individual positions of responsibility, and the complexities of the timetable, a position of responsibility may incur a monetary allowance and/or a time allowance. Where the position of responsibility is shared, the payments and/or time are also shared.
- IC.5 A Teacher in receipt of a monetary allowance will have the allowance included in the Teacher's pay for superannuation purposes.
- IC.6 A Teacher who is in receipt of a monetary allowance on a monthly basis and who is absent on personal/carer's leave with pay, shall continue to receive the monetary allowance for up to one month or the expiration of the position of responsibility, whichever is earlier.
- IC.7 A Teacher who has been in receipt of a monetary allowance on a monthly basis for a continuous period of 12 months immediately prior to the commencement of paid leave (including personal/carer's leave) and would have continued to receive the monetary allowance but for his or her absence on leave, shall continue to be paid the monetary allowance during the period of paid leave.
- IC.2 Notification**  
The Principal will provide written advice to a Teacher appointed to a position of responsibility about the position, its tenure, the duties required and details of the monetary allowance and/or time allowance. A Teacher appointed to a position of responsibility may be required to attend for work during the period of Non-term weeks.



## **SCHEDULE 2A – CLASSIFICATION STRUCTURE (SCHOOL ASSISTANTS)**

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### **2A.1 Definitions**

#### **2A.1.1 Definition 1: Supervision**

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

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

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

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

#### **2A.1.2 Definition 2: Qualifications**

Within the Australian Qualifications Framework:

**a) Year 12**

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

**b) Trade certificate**

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

**c) Post-trade certificate**

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

**d) Certificates I and II**

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

**e) Certificate III**

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

**f) Certificate IV**

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

**g) Diploma**

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

**h) Advanced diploma**

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

**i) Degree**

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

**j) Postgraduate degree**

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

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

**2A.1.3 Definition 3: Classification dimensions**

**a) Competency**

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

**b) Judgment, independence and problem solving**

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

**c) Level of supervision**

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

**d) Training level or qualifications**

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

**e) Occupational equivalent**

Examples of occupations typically falling within each classification level.

### **f) Typical activities**

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

## **2A.2 Classifications**

### **2A.2.1 Level I**

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

#### **a) Competency**

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

#### **b) Judgment, independence and problem solving**

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

#### **c) Level of supervision**

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

#### **d) Training level or qualifications**

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

#### **e) Typical activities**

##### **(i) Classroom support services grade I**

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

*Occupational equivalent: Teacher aide/assistant, integration aide/assistant*

### **2A.2.2 Level 2**

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

#### **a) Competency**

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

#### **b) Judgment, independence and problem solving**

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

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

#### **c) Level of supervision**

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

#### **d) Training level or qualifications**

Level 2 duties typically require:

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

#### **e) Typical activities**

##### **(i) Classroom support services grade 2**

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved

*Occupational equivalent: Teacher aide/assistant, integration aide/assistant*

##### **(ii) Curriculum/resources services grade 1**

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction

- Preparing standard solutions and less complex experiments
- Assisting students and Teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to Teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed

*Occupational equivalent: library assistant, laboratory assistant, technology centre assistant*

### **2A.2.3 Level 3**

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

#### **a) Competency**

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

#### **b) Judgment, independence and problem solving**

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

#### **c) Level of supervision**

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

**d) Training level or qualifications**

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

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II, with relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training.
- (iv) Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

**e) Typical activities**

**(i) Classroom support services grade 3**

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

*Occupational equivalent: student services co-ordinator*

**(ii) Curriculum/resources services grade 2**

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

*Occupational equivalent: library technician, laboratory technician, technology centre technician*

#### **2A.2.4 Level 4**

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

##### **a) Competency**

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

##### **b) Judgment, independence and problem solving**

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

##### **c) Level of supervision**

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

##### **d) Training level or qualifications**

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

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

**e) Typical activities**

**(i) Curriculum/resources services grade 3**

- Demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of Teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with Teachers on curriculum matters
- Assisting careers advisor/counsellor

*Occupational equivalent: senior technician in a library, laboratory or technology centre, careers placement officer*

**2A.2.5 Level 5**

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

**a) Competency**

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

**b) Judgment, independence and problem solving**

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

**c) Level of supervision**

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

**d) Training level or qualifications**

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

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



**e) Typical activities**

**(i) Curriculum/resources services grade 4**

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

*Occupational equivalent: professional assistant*

**SCHEDULE 2B – SALARIES (SCHOOL ASSISTANTS)**

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**2B.1 Annual Base Salary**

2B.1.1 The Employer will pay an adult Employee not less than the annual rate of pay specified for the Employee’s classification prescribed by the following table.

<b>Annual Base Salary</b>						
<i>Effective from the first pay period commencing on 1 February</i>						
	<b>2022</b>		<b>2023</b>		<b>2024</b>	
<b>Classification</b>	<b>Annual</b>	<b>Annualised</b>	<b>Annual</b>	<b>Annualised</b>	<b>Annual</b>	<b>Annualised</b>
		<b>(term time)</b>		<b>(term time)</b>		<b>(term time)</b>
	\$	\$	\$	\$	\$	\$
<b>Level 1</b>	52,727	43,451	53,782	44,320	54,857	45,206
<b>Level 2</b>	54,857	45,206	55,954	46,110	57,073	47,032
<b>Level 3</b>	64,775	53,379	66,071	54,447	67,392	55,536
<b>Level 4</b>	70,725	58,282	72,140	59,448	73,582	60,637
<b>Level 5</b>	80,667	66,475	82,280	67,805	83,926	69,161

*Note: Annualised salaries based on thirty-nine (39) working weeks and four (4) weeks’ annual leave*

2B.1.2 A School Assistant will be classified in accordance with the classification level and description in S Schedule 2A

2B.1.3 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Level 1 salary.

2B.1.4 No Employee will be worse off due to the implementation of this Agreement.

**2B.2 Weekly Salary**

The weekly salary is calculated by dividing the annual salary by 52.18

**2B.3 Part Time Salary**

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

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

**2B.4 Commencement level and progression**

The commencement levels for employees will be as follows:

<b>Classification</b>	<b>Classification Level</b>
Classroom support services grade 1	Level 1
Classroom support services grade 2 Curriculum/resources services grade 1	Level 2
Classroom support services grade 3 Curriculum/resources services grade 2	Level 3
Curriculum/resources services grade 3	Level 4
Curriculum/resources services grade 4	Level 5

- (a) Where there is more than one minimum pay point for a classification level an Employee will be eligible for movement to the next highest pay point within the classification level after each 12 month period, following a performance review which the Employer will complete before the end of the 12 month period.
- (b) Movement to the next pay point within a classification level will occur unless the Employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.

**2B.6 Junior Salary**

A junior School Assistant appointed at classification level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

<u>Age</u>	<u>Percentage of full-time rate</u>
	%
Under 17 years of age	53
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

**2B.7 Reasonable Additional Hours**

Where the Employer requires a School Assistant to work additional hours the Employer will pay the School Assistant for the hours worked at the ordinary time rate of pay, or will grant time in lieu equivalent to the number of additional hours worked, to be taken by mutual agreement during the School Assistant’s normal working hours. The School Assistant may refuse to work additional hours in excess of five hours in any week.

THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/4941

Applicant:

Mentone Girls' Grammar School

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

I, Natalie Charles, Principal, have the authority given to me by Mentone Girls' Grammar School to give the following undertakings with respect to the Mentone Girls' Grammar School Enterprise Agreement 2022 - 2025 ("the Agreement"):

1. A School Assistant is able to refuse a request to work additional hours under Schedule 2B.7 if the additional hours are unreasonable. In determining whether the additional hours are reasonable or unreasonable, the factors detailed under section 62(3) of the *Fair Work Act 2009* will be considered.
2. Schedule 2B.1.3 to be deleted, as the School does not engage any School Assistants who would fall into this category.
3. A casual School Assistant will be paid a 25% casual loading in lieu of paid leave entitlements. A casual School Assistant will be paid for a minimum of 2 hours for each engagement.
4. If a School Assistant is required to work overtime, defined as any authorised work performed outside of or in excess of the ordinary or rostered hours, the Employer must pay the School Assistant overtime rates as follows:

	<b>Full-time and part-time employees</b>	<b>Casual employees</b>
<b>For overtime worked on</b>	<b>% of minimum hourly rate</b>	<b>% of minimum hourly rate</b>
Monday to Saturday—first 3 hours	150	175
Monday to Saturday—after 3 hours	200	225
Sunday	200	225
Public holidays	250	275

Overtime will be calculated daily.

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

Signature Natalie Chales

Date 16.12.2022