



Oakleigh Grammar Enterprise Agreement 2023

Your IEU-negotiated Agreement
covering your pay and conditions



7 REASONS TO JOIN THE IEU

JOIN THE COLLECTIVE VOICE

The IEU is the advocate and professional voice for staff employed in non-government education. Add your voice to 20,000 others across Victoria and Tasmania. IEU members stand with nearly 2 million working people in the Australian union movement, campaigning for better working conditions and a fairer future for all. Generations of unionists won the conditions we have today, and there is much more we can achieve together.

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Put your membership to work with exclusive access to great value, not-for-profit health insurance through Teachers Health, and big savings on everything from shopping vouchers, movies, petrol, car hire, whitegoods purchasing, dining and travel.





DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Oakleigh Grammar T/A Oakleigh Grammar
(AG2023/5092)

OAKLEIGH GRAMMAR ENTERPRISE AGREEMENT 2023

Educational services

COMMISSIONER TRAN

MELBOURNE, 20 DECEMBER 2023

Application for approval of the Oakleigh Grammar Enterprise Agreement 2023

[1] Oakleigh Grammar T/A Oakleigh Grammar has applied for approval of an enterprise agreement known as the *Oakleigh Grammar Enterprise Agreement 2023* (the Agreement) under s 185 of the *Fair Work Act 2009* (the Act).

[2] The Agreement is a single enterprise agreement.

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

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

[5] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 27 December 2023.

[6] In accordance with Clause 3.2, the nominal expiry date of the Agreement is 26 December 2027.



COMMISSIONER

[2023] FWCA 4390

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**OAKLEIGH
GRAMMAR**

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GRAMMAR**

**OAKLEIGH GRAMMAR ENTERPRISE
AGREEMENT 2023**

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Oakleigh Grammar Enterprise Agreement 2023

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Oakleigh Grammar Enterprise Agreement 2023 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth).

2 ARRANGEMENT

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General Staff

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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 This Agreement will operate from seven (7) days after the date of approval by the Fair Work Commission (FWC).
- 3.2 The nominal expiry date of the Agreement is four (4) years from the date of approval by the FWC.

4 APPLICATION AND COVERAGE

- 4.1 This Agreement covers:
 - (a) the Employer;
 - (b) Teachers, including Permission to Teach Teachers; and
 - (c) General Staff, as defined in cl.7 (Definitions).
- 4.2 This Agreement does not apply to:
 - (a) the Principal;
 - (b) a Deputy Principal however named;
 - (c) a Bursar or Business Manager, however named, being the most senior administrative employee employed with the delegated authority to act for the employer;

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- (d) instructional services employees; and
- (e) apprentices and trainees.

5 RELATIONSHIP TO AWARDS

- 5.1 This Agreement incorporates the *Educational Services (Teachers) Award 2020* (or its successor) and the *Educational Services (Schools) General Staff Award 2020*. Where the Agreement is silent on a matter contained in the *Educational Services (Teachers) Award 2020* (or its successor) and the *Educational Services (Schools) General Staff Award 2020* (or its successor), as amended from time to time, the Employer will apply the relevant terms of the relevant Award.
- 5.2 To the extent that a term of this Agreement deals with or provides for a term or condition contained in either of these awards this Agreement will override the award term or condition.
- 5.3 Where this Agreement is silent on a particular matter the terms of the relevant award shall apply.

6 NATIONAL EMPLOYMENT STANDARDS

- 6.1 The National Employment Standards (NES) as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) (the Act) are the minimum entitlements applying to an Employee covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 6.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7 DEFINITIONS

Award	means the <i>Educational Services (Teachers) Award 2020</i> and the <i>Educational Services (Schools) General Staff Award 2020</i> (or successor awards), unless separately specified
Continuous Service	means the definition provided in accordance with Section 22 of the <i>Fair Work Act 2009</i>
Early Childhood Program	means the core curriculum provided to children under school age (three, four and five year old children)
Early Childhood Teacher	means an employee, including an employee employed as a director or coordinator of an Early Childhood Program, who is employed to teach children enrolled in the Early Childhood Program
Employee	means a person covered by this Agreement
Employer	means Oakleigh Grammar ABN 32 337 676 694

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FW Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
FWC	means the Fair Work Commission or its successor
General Staff Award	means the <i>Educational Services (Schools) General Staff Award 2020</i> or its successor
General Staff	<p>means the following:</p> <ul style="list-style-type: none"> • classroom support services—being an employee whose principal duties are to provide support to teachers and students in a primary or secondary classroom or to individual students or groups of students • curriculum/resources services—being an employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre; • nursing services—being an employee who is registered nurse in the relevant State/Territory and is employed as such; • preschool/childcare services—being an employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher); • school administration services—being an employee whose principal duties are in the functional areas of a school’s business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management • school operational services—being an employee whose principal duties are to support the other services of a school, including but not limited to: <ul style="list-style-type: none"> (i) construction, plumbing, carpentry, painting and other trades; (ii) cleaning, maintenance, school facility management; (iii) security, caretaking; (iv) gardening, turf management, farming; (v) retailing—canteens, uniform shops, book shops;

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	<p>(vi) cooking/catering, housekeeping, laundry; and</p> <p>(vii) bus driving and vehicle maintenance.</p> <ul style="list-style-type: none"> • wellbeing services—being an employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate. This may include home/school liaison, counsellors and therapists.
Immediate family	<p>means</p> <ul style="list-style-type: none"> • spouse (including a former spouse, a de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee, where <ul style="list-style-type: none"> • a de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and • a child means an adopted child, a step child or an ex-nuptial child) of the Employee or of the Employee's spouse or de facto partner
LSL Act	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009 (Cth)</i> or its successor
Non-term weeks	means periods of time during the School year when students are not present and will be no less than the gazetted school holidays in Victorian Government schools.
Permission to Teach Teacher	means a teacher who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 4 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic)</i> or its successor
Principal	means the Principal of Oakleigh Grammar or his or her nominee
Registered Medical Practitioner	means a person who qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
Shut down period	means any period of time where the Employer shuts down or closes the whole or part of their operations. A shut down period may be designated during non-term weeks where students are not in attendance at the School

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School Teacher	means a person who holds Full or Provisional Registration 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</i> (Vic) and is employed to teach. This definition includes a qualified teacher librarian, but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Teachers Award	means the <i>Educational Services (Teachers) Award 2020</i> or its successor
Teacher	means a School Teacher including a Teacher who holds Permission to Teach Registration with Victorian Institute of Teaching and an Early Childhood Teacher, unless separately specified
Term weeks	means the weeks in the School year that students are required to attend school, and designated student-free days, as set out in the School calendar
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor

PART 2 – MANDATORY TERMS

8 DISPUTE RESOLUTION PROCEDURE

8.1 This clause replaces cl.31 (Dispute resolution) of the General Staff Award and cl.31 (Dispute Resolution) of the Teachers Award.

8.2 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.

8.3 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

8.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

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

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

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) 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 Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

8.7 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.

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

9 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

9.1 This clause replaces cl.5 (Individual flexibility arrangements) of the General Staff Award and cl.5 (Individual flexibility arrangements) of the Teachers Award.

9.2 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

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- (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 cl.9.2(a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

9.3 The Employee may appoint a representative to assist in discussions regarding an Individual flexibility Agreement.

9.4 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

9.5 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

9.6 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

9.7 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving 28 days' written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing - at any time.

10 CONSULTATION ABOUT CHANGE

- 10.1 This clause replaces cl. 29 (Consultation about major workplace change) of the General Staff Award and cl.30 (Consultation about changes to rosters or hours of work) of the General Staff Award and cl.29

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(Consultation about major workplace change) and cl.30 (Consultation about changes to rosters or hours of work) of the Teachers Award.

10.2 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.10.2(a) or (b).

Consultation regarding major workplace change

10.3 For a major change referred to in cl.10.2(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) cl.10.4 to 10.10 apply.

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

10.5 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.

10.6 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.

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

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- 10.8 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 10.9 If a clause in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl.10.3(a), 10.4 and 10.6 are taken not to apply.
- 10.10 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 rosters or hours of work

- 10.11 For a change referred to in cl.10.2(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) cl.10.12 to 10.16 apply.
- 10.12 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 10.13 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.
- 10.14 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).

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- 10.15 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.16 The Employer must give consideration to matters raised about the change by the relevant Employees.
- 10.17 For the purposes of cl.10.12 to 10.16, the Employer's educational timetable in respect of academic classes and student activities, which:
- (a) may operate on a term, semester or a School year basis, and
 - (b) ordinarily changes between one period of operation and the next, and
 - (c) may change during the period of operation,
- is not a regular roster.
- 10.18 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.10.12 to 10.16 will apply.

PART 3 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

11 REMUNERATION PACKAGING

- 11.1 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.
- 11.2 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.

12 MINIMUM EMPLOYMENT PERIOD

- 12.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period as defined in Section 383 of the *Fair Work Act 2009*.
- 12.2 If the Employer is to terminate the employment of an Employee during the minimum employment period, then the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place, from time to time.

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- 12.3 If the Employer is to terminate the employment of an Employee within the minimum employment period, then the Employee is entitled to notice prescribed by the relevant Award or payment in lieu of notice, as follows.

<u>Employee</u>	<u>Period of Notice</u>
Teacher	7 term weeks
General Staff	1 week

- 12.4 If the Employee is to resign within the minimum employment period, then the Employee is required to give the same notice required of the Employer in cl.12.3 above

13 PERSONAL/CARER'S LEAVE

- 13.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms. Under the Agreement, the NES entitlement is increased to 15 days paid personal/carer's leave for each year of service.
- 13.2 An Employee other than a casual Employee is entitled to a paid personal leave entitlement, which includes both sick leave and carer's leave.
- 13.3 Where a full-time Employee has a need for personal or carer's leave that exceeds the Employee's accrued entitlement at the time that leave is needed, the Employee is entitled to be paid sick leave in advance of accrual as follows:
- (a) six (6) days during the first term worked, and thereafter, an additional three (3) days at the commencement of each subsequent school term, if in the first year of service with the Employer, or
 - (b) up to the annual entitlement of 15 days, if in the second or subsequent year of service,
- provided that the notice and evidentiary requirements are met.
- 13.4 Paid sick leave is taken by the Employee because of a personal illness or injury.
- 13.5 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 13.6 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

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as agreed by the Employer and the Employee.

- 13.7 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.
- 13.8 An Employee's personal/carer's leave accrual will be stated on the Employee's pay slip.
- 13.9 Notice and Evidentiary Requirements
- 13.9.1 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- 13.9.2 An Employee is entitled to personal/carer's leave provided that:
- the Employee produces a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
 - the Employee provides a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled or a non-term week and which would not otherwise require the production of a certificate; and
 - the Employee produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.
- 13.9.3 An Employee is entitled to personal/carer's leave for carer's leave provided that the Employee produces, if required by the Employer, a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer stating the person concerned was affected by an illness, injury or unexpected emergency and that the illness, injury or unexpected emergency is such as to require care by another. In the case of an unexpected emergency, sufficient information must be provided to verify the unexpected emergency.

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13.10 Special leave

- 13.10.1 At the commencement of a School Year, 20 per cent of an Employee's annual personal/carer's leave entitlement for that School Year, will be regarded as being available for special leave in that School Year. For example, special leave for a Full Time Employee who gives service for a full School Year will be three days. An Employee who is employed on a part-time basis and/or who gives service for less than the full School Year will be entitled to pro rata of three days' special leave, which is equivalent to the ordinary hours worked in a week. An application for special leave must be submitted to the Principal.
- 13.10.2 In any School Year, an Employee cannot access more than 20 per cent of the Employee's annual personal/carer's leave entitlement for that School Year as special leave.
- 13.10.3 An Employee must:
- (a) request special 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 special leave as a full day or as a half-day.
- 13.10.4 The Employer will grant special leave subject to:
- (a) satisfaction of the application requirements, and
 - (b) the operational requirements of the workplace for that day or half-day.
- 13.10.5 For the purpose of this clause, special leave may be accessed:
- (a) to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
 - (b) to provide care or support to an Immediate Family or household member experiencing family and domestic violence; and
 - (c) to attend pre-natal appointments associated with pregnancy, fertility treatment, adoption, surrogacy or permanent care orders.

14 LEAVE FOR DEALING WITH FAMILY AND DOMESTIC VIOLENCE

14.1 Entitlement

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Unpaid family and domestic violence leave is provided by the NES and the relevant Award. This Agreement provides ancillary or supplementary terms.

14.2 Payment for leave

Each year, for the purpose of dealing with family and domestic violence, in addition to the entitlement provided for under the NES, an Employee (other than a casual Employee) is entitled to an additional ten (10) days of leave as follows:

a full-time employee is entitled to ten (10) additional days of paid leave;

a part-time Employee is entitled to a total of ten (10) additional days of leave comprising paid and unpaid leave. Any additional period of paid leave for a part-time employee will be determined on a pro rata basis based on the part-time employee's ordinary hours of work.

14.3 Leave to provide care or support

An Employee who is providing care or support to an Immediate Family or household member experiencing family or domestic violence is entitled to take paid leave under cl.13.10 (Special leave) of cl.13 (Personal/Carer's leave) of this Agreement.

Note. If, during the period of operation of this Agreement, the NES or the relevant Award is amended to provide paid family and domestic violence leave, then the paid leave entitlement in cl.14.2 will be offset against the NES leave entitlement, should this not be prohibited by the NES.

15 COMPASSIONATE LEAVE

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

15.2 An Employee other than a casual employee may take three (3) days' paid leave per permissible occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

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

15.4 The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

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16 LONG SERVICE LEAVE

- 16.1 An Employee is entitled to long service leave in accordance with the NES or the LSL Act, as appropriate, except where the Agreement provides ancillary or supplementary terms.
- 16.2 An Employee is entitled to thirteen weeks' long service leave upon the completion of ten years of continuous employment. An Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.
- 16.3 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.
- 16.4 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 16.5 In all other circumstances, payment will be as follows:
- (i) Teachers, Nurses and ESS Employees previously engaged under the Victorian Independent Schools – Clerical/Administrative Employees – Award 2004 and the Victorian Independent Schools – Teachers - Award 1998 whose time fraction has varied during service:
 - is paid at a proportionate rate during long service leave, and
 - the rate is determined by calculating an average of the time fractions over the period of eligible service.
 - (ii) All other General Staff Employees will be entitled to payment for long service leave calculated in accordance with the *Long Service Leave Act 2018* (Vic), as amended from time to time.
- 16.6 Illness on Long Service Leave
- 16.6.1 Subject to the requirements of cl.16.6.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a Registered Medical Practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.
- 16.6.2 The Employee's application under cl.16.6.1:
- (iii) must be received by the Employer during the period of illness or injury;
 - (iv) must be accompanied by a medical certificate from a Registered Medical Practitioner or a statutory declaration

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attesting to the illness or injury and the duration of that illness or injury; and

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

16.7 Timing and Taking of Long Service Leave

- 16.7.1 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 the twenty four months following ten years of continuous employment.
- 16.7.2 An Employee may apply to access a period of long service leave after a period of seven years of continuous employment with the Employer.
- 16.7.3 Where a Teacher applies to take long service leave, the application must ordinarily be in writing and submitted to the Principal no later than 12 months before the requested leave starts. Such application will be at the complete discretion of the Principal.
- 16.7.4 A Teacher may make a request to the Employer to take long service leave for a period of not less than one school term. A Teacher may request a period of leave without pay where such a period is necessary to ensure the total period of leave sought is not less than one school term. An application for less than one school term may be considered from time to time, and any approval of such an application is at the complete discretion of the Principal, which is based on the operational needs of the School.
- 16.7.5 Where a teacher does not have sufficient leave to cover an entire term, a period of unpaid leave may be granted by the Principal following an application made in writing and submitted to the Principal no later than 12 months before the requested leave starts, or in conjunction with the application for long service leave if the application has been accepted outside the ordinary 12 month notice period. An application for long service leave that falls outside these requirements will only be considered in exceptional circumstances.
- 16.7.6 For a General Staff Employee whose long service leave entitlement is provided by the LSL Act, the period of long service leave will be for not less than one day.
- 16.7.7 Where an Employee has not accrued sufficient leave to cover a full term, the Employer may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Employer.

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16.7.8 Where a General Staff Employee applies to take long service leave, they must provide reasonable notice. The application must be in writing and submitted to the Principal. Where a General Staff Employee is applying to take long service leave for a period more than 2 weeks, they must provide a minimum of six months' notice. Where a General Employee is applying to take long service leave for a period of 2 weeks or less, they must provide a minimum of four weeks' notice. An application for long service leave that falls outside these requirements will only be considered in exceptional circumstances.

16.8 Long Service Leave at half pay

16.8.1 An Employee who is eligible to access a period of long service leave after seven years of continuous employment may request to access the period of leave at half pay, thereby, extending the period of long service leave over a greater period. The Employer will grant the request unless it would be unreasonable to do so taking into account the needs of the Employer and operational requirements of the Employer.

17 PAID PARENTAL LEAVE

17.1 After twelve months' continuous service, an Employee is entitled to a total of 24 months' unpaid parental leave in relation to the birth or adoption of a child in order to be the primary care giver of the child.

17.2 Where an Employee other than a casual Employee is granted unpaid parental leave in accordance with the NES and where the Employee will have the primary responsibility for the care of a child, the Employee is entitled to be paid a parental allowance:

17.2.1 equivalent to sixteen (16) weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of 12 weeks' unpaid parental leave commencing at or around the time of the birth of the child; or

17.2.2 equivalent to sixteen (16) weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of 12 weeks' unpaid parental leave at or around the time of the placement of the child with the Employee.

17.3 During the period of time that the Employee is in receipt of the parental allowance under cl.17.2, the Employee is entitled to accrue annual leave (as defined by the NES), personal/carer's leave and long service leave, in accordance with this Agreement.

17.4 An Employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to cl.17.2 or

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17.5 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to cl.17.2.

17.6 Paid Partner Leave

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, is entitled to be paid for 2 weeks (10 days) of leave at their ordinary rate of pay. This leave may be taken at the date of birth or placement of the child or at another time. If not taken at the date of birth of the child, the timing of this leave will be granted by agreement.

17.7 Paid Special Maternity Leave – Miscarriage or stillborn birth

If the pregnancy of an Employee ends by the birth of a still born child, or the child is born and later dies, at least 20 weeks into the pregnancy, the Employee is entitled to take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee originally intended to take.

18 FLEXIBLE WORKING ARRANGEMENTS

An Employee returning to work following a period of parental leave has the right to request flexible working arrangements in accordance with the NES.

19 LEAVE WITHOUT PAY

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

20 INFECTIOUS DISEASES LEAVE

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.

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21 NATURAL DISASTER LEAVE

The Employer will provide an Employee (other than a casual) with up to two (2) days' paid leave per annum (non-cumulative) where the Employee is defending the Employee's home/property against a natural disaster (e.g. fire, flood). The Employer may require the Employee to provide evidence that the home/property required protection from a natural disaster.

22 VOLUNTARY EMERGENCY MANAGEMENT ACTIVITY LEAVE

22.1 The Employer will provide an Employee with up to two (2) days' paid leave per annum (non-cumulative) where the Employee is engaging in a voluntary emergency management activity, as defined by the NES, provided:

- (a) the activity is undertaken during a day on which the Employee would otherwise be at work;
- (b) the Employee satisfies the notice and evidence requirements specified by the NES;
- (c) the Employee is not in receipt of payment of any kind from the recognised emergency management body.

23 UNION TRAINING

23.1 The Employer will provide one (1) day of paid leave per year for one Employee union representative to attend training approved by the Principal.

23.2 Where there is more than one Employee union representative, only one Employee union representative will be entitled to the leave under cl.23 and the Employee attending will be determined by the Principal.

23.3 The timing of leave pursuant to this clause 23 is subject to the operational requirements of the School.

23.4 The Employer shall not be liable for any expenses associated with an Employee attending training under this clause 23.

24 CAMP ALLOWANCE

An Employee required by the Employer to attend school camps in the State of Victoria will be paid \$75 per night for every night required on a school camp.

25 BREAKAGE AND LOSS

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.

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26 EXAMINATION LEAVE

An Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

27 QUALIFICATION CONFERRAL LEAVE

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

28 ACCIDENT PAY

- 28.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (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 for in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 28.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then the Employee does not accrue any of the following entitlements under this Agreement or under the FW Act (where relevant) for the duration of any such absence:
- (i) non-term weeks (Teachers);
 - (ii) paid personal/carer's leave.
- 25.3 If, during the period of operation of this Agreement, Victorian or Federal Government legislation is implemented which requires the Employer to pay accident pay, then the Employer will pay accident pay in accordance with the legislation. The payment required under cl.25.1 will be offset against any legislated requirements.

29 PUBLIC HOLIDAYS

- 29.1 Public holidays are as provided in the NES, except where this Agreement provides ancillary or supplementary terms.
- 29.2 An Employee is entitled to the following public holidays in accordance with the NES:
- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
 - Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

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- 29.3 By agreement between the Employer and an individual Employee, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- 29.4 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.
- 29.5 An agreement made in accordance with cl.29.3 or 29.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.
- 29.6 Annual leave is exclusive of Public Holidays.

30 REDUNDANCY

Instead of the redundancy payments specified in section 119(2) of the NES, the following redundancy payments apply:

Employee's period of continuous service with the Employer on termination	Redundancy pay period
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	8 weeks
At least 4 years but less than 5 years	10 weeks
At least 5 years but less than 6 years	12 weeks
At least 6 years but less than 7 years	14 weeks
At least 7 years but less than 8 years	16 weeks
At least 8 years but less than 9 years	18 weeks
At least 9 years	20 weeks

- 30.1 If the Employee is over 45 years old and has completed at least 2 years of continuous service with the employer, the period will increase by 1 week.

31 WORKPLACE CONSULTATIVE COMMITTEE

- 31.1 The Employer will establish a Workplace Consultative Committee (the Committee) which has the purpose to serve as a communication forum to enable the view of Employees on a range of issues to be considered by the Principal. The Committee holds no decision-making authority.
- 31.2 Where possible, the Committee will consist of:
- (a) the Principal, or the Principal's delegate;
 - (b) two additional nominees of the Principal; and

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- (c) three employees, elected by the Employees, to represent Teachers and General Staff Employees.

31.3 The Committee shall meet as follows:

- (a) once per term,
- (b) at such times, as requested by the Principal or at the request of a minimum of two Committee members,
- (c) on the condition that two employee committee members are in attendance.

31.4 The Committee shall determine its operational procedures.

32 SUPERANNUATION

32.1.1 The Employer shall continue to make an employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee. Each Employee shall be provided with a superannuation choice form upon commencement. Should you not nominate a complying superannuation fund for this purpose, a request for stapled super fund details will be made to the ATO. If the School is advised by the ATO that you do not have a stapled super fund, the School's default superannuation fund applies. The School's default fund is NGS Super or its successor fund.

33 RECOGNITION OF TERM BREAKS

33.1.1 The School will notify employees of the Term weeks and Non-term weeks six (6) months in advance.

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PART 4 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

34 WORK ORGANISATION

The Employer may direct a Teacher to perform such duties as are within the limits of the Teacher's skill, competence and/or training.

35 TERMS OF ENGAGEMENT

- 35.1 On appointment, the employer will provide the employee (other than a casual employee) with a letter of appointment stating the employee's mode of employment, classification, rate of salary applicable on commencement, the employee's face-to-face teaching load stated in hours and details of their extra- curricular commitment.
- 35.2 In the case of a part-time employee, the letter of appointment will include the employee's teaching load expressed as a percentage of a full-time load and that their extra-curricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time teacher.

36 HOURS OF WORK

- 36.1 This clause of the Agreement replaces cl.15 (Ordinary hours of work) of the Teachers Award and provides for enterprise-specific detail and supplements the NES that deals with maximum weekly hours.
- 36.2 Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher under this Agreement are 38 per week and may be averaged over the 12 month period of the School year.
- 36.3 The ordinary hours of work for a Teacher during Term weeks are variable. In return, a Teacher is not 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.
- 36.4 A Teacher will not be required to attend professional development, student free days or other activities during the Non-term weeks between terms 1 and 2, 2 and 3, and 3 and 4 of the School Year.
- 36.5 Notwithstanding the provisions of cl.31.4 above, nothing shall prevent the Employer and/or Teacher/s reaching mutual agreement about professional development, student free days or any other activities being undertaken during the Non-term weeks occurring between Terms 1 and 2, 2 and 3 and 3 and 4, either at the request of the Teacher/s or the Employer.
- 36.6 The provisions of this clause do not apply to requests to undertake

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professional development by a Teacher which is not required by the Employer.

- 36.7 The maximum number of days that a Teacher will be required to attend during Term weeks and Non-term weeks will be 201 in each School Year. This number will be reduced by the number of public holidays occurring during Term weeks, save for any agreement reached between parties pursuant to cl.26 (Public holidays) of this Agreement.
- 36.8 The following circumstances are not included when calculating the 201 Teacher attendance days:
- (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;
 - (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.
- 36.9 The Employer will provide written notice of the Term weeks and days in Non-term weeks on which a Teacher is required to attend including professional development days, student free days and other activities requiring a Teacher's attendance six months in advance of the requirement to attend.
- 36.10 Where the parties reach mutual agreement to conduct professional development and other activities requiring a Teacher's attendance during Non-term weeks occurring between terms 1 and 2, 2 and 3 and 3 and 4, the provisions of cl.31.9 do not apply.
- 36.11 The annual salary and any applicable allowances payable under this Agreement 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.
- 36.12 When determining the workload of a Teacher in the first year of teaching experience and the first-year Teacher's school-appointed mentor, regard will be given to the total workload of the first-year Teacher and the Teacher mentor.

37 SALARIES

- 37.1 Instead of the salaries provided for in cl.17 (Minimum salary) of the Teachers Award the salaries contained in Schedule A to this Agreement

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will apply to Teachers employed by the Employer.

37.2 Part time Teacher

37.2.1 Instead of cl.11. of the Teachers Award, 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. The Employer will determine the hours of full-time face to face teaching. The pro rata annual salary is calculated using the following formula. For the purpose of this formula only, a Full-Time Teacher's face-to-face teaching hours are deemed to be 18 hours secondary and 23 hours primary.

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

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

38 TERMINATION OF EMPLOYMENT

- 33.1 Where the Employer wishes to terminate the employment of a Teacher, the Employer will give seven term weeks' notice in writing or payment in lieu.
- 33.2 The notice of termination required to be given by a Teacher is the same as that required of the Employer in clause 33.1.

PART 5 – CONDITIONS OF EMPLOYMENT FOR GENERAL STAFF

39 TERMS OF ENGAGEMENT

On appointment, the Employer will provide the Employee (other than a casual employee) with a letter of appointment stating the Employee's mode of employment, classification and rate of salary applicable on commencement.

40 SALARIES

Instead of the salaries provided for in f cl.17 (Minimum wages) of the General Staff Award the salaries contained in Schedule B to this Agreement will apply to General Staff employed by the Employer.

41 TERMINATION OF EMPLOYMENT

For the purpose of cl.32 (Termination of employment) of the General Staff Award, the period of notice required by the NES is as follows:

Oakleigh Grammar Enterprise Agreement 2023

Employee's period of continuous service with the Employer at the of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
Where the Employer is providing notice of termination of employment, and the Employee is over 45 years old and has completed at least 2 years of continuous service with the Employer at the end of the day that notice is given, the notice period is increased by 1 week.	

42 ANNUAL LEAVE

Instead of the entitlement to four weeks' annual leave available pursuant to cl.23 (Annual leave) of the General Staff Award and the NES, a General Staff Employee is entitled to five weeks annual leave. A General Staff Employee is required to take annual leave for all days for which the Employer closes the School or the part of the School in which the General Staff Employee works.

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DECLARATION

EXECUTED as an agreement this Twentieth Day of December 2023

EMPLOYER REPRESENTATIVE

Signed: 

Date: 20-12-2023

Name in Full (printed): MARK ROBERTSON

Position title: PRINCIPAL

Authority to sign explained: CEO / Principal and ex-officio Board Director

Address: 77 WILLESDEN RD

HUGHESDALE 3166 VICTORIA

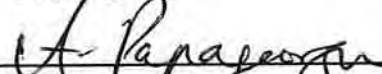
Witnessed by: 

Witness name in full: TIMOTHY CHARLES GRANDY

Witness address: 1/462 BEACH RD

BEAUMARKS 3193 VICTORIA

EMPLOYEE REPRESENTATIVE

Signed: 

Date: 20/12/2023

Name in Full (printed): ALEXANDRA PAPAGEORGIOU

Position title: FEU EMPLOYEE REPRESENTATIVE

Authority to sign explained: On the Enterprise Bargaining Committee

Address: 77 Willesden Rd.

Oakleigh 3166 Victoria.

Witnessed by: 

Witness name in full: TIMOTHY CHARLES GRANDY

Witness address: 1/462 BEACH RD

BEAUMARKS 3193 VICTORIA

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SCHEDULE A – SALARIES FOR TEACHERS

A1.1 Salary

An Employer will pay a full-time Teacher not less than the annual rate of pay for the Teacher's classification as specified below.

Level	From the first pay period commencing on or after							
	1 February 2024	1 August 2024	1 February 2025	1 August 2025	1 February 2026	1 August 2026	1 February 2027	1 August 2027
11	119,175	120,366	121,570	122,786	124,013	125,254	126,506	127,771
10	110,169	111,271	112,383	113,508	114,643	115,789	116,947	118,117
9	106,248	107,311	108,385	109,468	110,563	111,669	112,785	113,913
8	102,467	103,491	104,526	105,572	106,628	107,694	108,771	109,859
7	98,820	99,809	100,806	101,815	102,833	103,861	104,900	105,949
6	95,304	96,256	97,219	98,192	99,174	100,165	101,167	102,179
5	91,913	92,831	93,760	94,698	95,645	96,602	97,568	98,543
4	88,641	89,527	90,423	91,327	92,240	93,162	94,094	95,035
3	85,487	86,342	87,206	88,078	88,958	89,848	90,746	91,654
2	82,445	83,270	84,103	84,943	85,792	86,650	87,517	88,392
1	80,338	81,142	81,953	82,773	83,600	84,436	85,231	86,133

A1.2 Wage Parity

The Employer will maintain wage parity with the Victorian Government Sector until the nominal expiry date of this Agreement. The employer will consult and discuss with the Consultative Committee and the Union in Term 3 of each year of this Agreement. The final decision will be at the complete discretion of the Principal.

A1.3 Part time Teacher Progression

Instead of the progression arrangements in cl.14.2 and 13.4 of cl.13 (Classifications) of the Teachers Award:

- (a) a Teacher will progress to the next level after completing 12 months' service with the Employer.

A1.4 Incremental Progression

A1.4.1 This clause replaces the progression arrangements in cl.14 of (Classifications) of the Teachers Award.

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A1.4.2 Subject to Sch.A1.3, a Teacher who is three year trained will commence on Level 1 of the Teacher salary scale in Schedule A1.1 and progress according to normal years of service to Level 12.

A1.4.3 Subject to Sch.A1.3, a Teacher who is four year trained will commence on Level 1 of the Teacher salary scale in Schedule A1.1 and progress according to normal years of service to Level 12.

A1.4.4 Subject to Sch.A1.3, all other Teachers including Permission to Teachers will commence on Level 1 of the Teacher salary scale in Schedule A1.1 and progress according to normal years of service to a maximum of Level 5.

A1.5 Casual Teacher Rates of Pay

A casual Teacher will be paid as follows:

Length of casual engagement	Commencement of Agreement
	\$
Full day	422.03
Half day	211.02
Quarter Day	105.51

Note: The quarter day rate applies only to a casual Early Childhood Teacher.

A1.5.1 Where a casual Teacher would otherwise be classified at Level 5 under the *Educational Services (Teachers) Award 2020* (Teachers Award), and is engaged to work five (5) or more consecutive days, they will be paid the minimum rate applicable under the Teachers Award plus \$1.00 in addition to that rate. The Employer will apply the classification provisions under the Teachers Award to determine whether the casual teacher would be classified at Level 5.

A.6 Additional Qualifications

A.6.1 A Teacher shall be entitled to advance up the incremental scale by one level if the Teacher has successfully completed the qualification of Masters Degree of Education or its equivalent or higher, in a relevant course of study as agreed by the Principal.

A.6.2 Where a Teacher obtains a second or subsequent Masters Degree of education or equivalent or higher, in a relevant course of study as agreed by the Principal, the Teacher will be entitled to advance a further level in accordance with the provisions of this clause within their current teaching method.

A.6.3 The qualification must be attained according to standards adopted and approved by Australian tertiary education institutions and must be equivalent to at least 1 year of full-time study.

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- A.6.4 It is a requirement of this Agreement that the Teacher notifies the Employer in writing of the acquisition of additional qualifications together with the production of satisfactory evidence to this effect. Notwithstanding anything to the contrary an entitlement derived from the acquisition of additional qualifications shall not pre-date the date of notification.

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SCHEDULE B – POSITION OF RESPONSIBILITY ALLOWANCES FOR TEACHERS

B1.1 Instead of the allowances in cl.19.3 (Leadership allowances) of the Teachers Award, the following annual allowances will apply from the first pay period commencing on or after the specified date:

Level	1 February 2024 \$	1 August 2024 \$	1 February 2025 \$	1 August 2025 \$	1 February 2026 \$	1 August 2026 \$	1 February 2027 \$	1 August 2027 \$
Level 1	10,941	11,050	11,161	11,273	11,385	11,499	11,614	11,730
Level 2	6,836	6,904	6,973	7,043	7,114	7,185	7,257	7,329
Level 3	5,471	5,526	5,581	5,637	5,693	5,750	5,808	5,866

B1.2 The amounts provided for in Sch.B1.1 are the minimum amounts which a Teacher holding a position of responsibility will be paid for the level attached to the position of responsibility for the duration of this Agreement.

B1.3 The percentage increase applied to the position of responsibility allowances in Sch.B1.1 will be matched to the percentage increase applied to salaries for 2023, 2024, and 2025 in Sch.A1.1.

Oakleigh Grammar Enterprise Agreement 2023

SCHEDULE C – SALARIES FOR GENERAL STAFF

C1.1 Instead of the rates of pay in cl.17 (Minimum wages) of the General staff Award, the Employer will pay a full-time adult General Staff Employee not less than the annual rate of pay specified for the Employee's classification as specified below:

Classification	From the first pay period commencing on or after															
	1 February 2024		1 August 2024		1 February 2025		1 August 2025		1 February 2026		1 August 2026		1 February 2027		1 August 2027	
Level	Annual \$	Weekly \$	Annual \$	Weekly \$	Annual \$	Weekly \$	Annual \$	Weekly \$	Annual \$	Weekly \$	Annual \$	Weekly \$	Annual \$	Weekly \$	Annual \$	Weekly \$
L1.1	54,185	1,038	54,727	1,049	55,274	1,059	55,827	1,070	56,385	1,081	56,949	1,091	57,518	1,102	58,093	1,113
L1.2	56,266	1,078	56,828	1,089	57,396	1,100	57,970	1,111	58,550	1,122	59,136	1,133	59,727	1,145	60,324	1,156
L1.3	58,302	1,117	58,885	1,128	59,474	1,140	60,068	1,151	60,669	1,163	61,276	1,174	61,889	1,186	62,507	1,198
L2.1	58,759	1,126	59,347	1,137	59,940	1,149	60,539	1,160	61,145	1,172	61,756	1,184	62,374	1,195	62,998	1,207
L2.2	60,809	1,165	61,417	1,177	62,031	1,189	62,651	1,201	63,278	1,213	63,910	1,225	64,550	1,237	65,195	1,249
L3.1	61,349	1,176	61,963	1,187	62,583	1,199	63,208	1,211	63,841	1,223	64,479	1,236	65,124	1,248	65,775	1,261
L3.2	62,458	1,197	63,083	1,209	63,713	1,221	64,350	1,233	64,994	1,246	65,644	1,258	66,300	1,271	66,963	1,283
L4.1	64,763	1,241	65,411	1,254	66,065	1,266	66,725	1,279	67,393	1,292	68,066	1,304	68,747	1,317	69,435	1,331
L4.2	67,998	1,303	68,678	1,316	69,365	1,329	70,058	1,343	70,759	1,356	71,467	1,370	72,181	1,383	72,903	1,397
L5.1	70,214	1,346	70,916	1,359	71,625	1,373	72,341	1,386	73,065	1,400	73,795	1,414	74,533	1,428	75,279	1,443
L5.2	73,583	1,410	74,318	1,424	75,062	1,439	75,812	1,453	76,570	1,467	77,336	1,482	78,109	1,497	78,890	1,512
L6.1	76,228	1,461	76,990	1,475	77,760	1,490	78,537	1,505	79,323	1,520	80,116	1,535	80,917	1,551	81,726	1,566
L6.2	81,401	1,560	82,215	1,576	83,037	1,591	83,867	1,607	84,706	1,623	85,553	1,640	86,409	1,656	87,273	1,673
L7.1	83,794	1,606	84,632	1,622	85,478	1,638	86,333	1,655	87,196	1,671	88,068	1,688	88,949	1,705	89,838	1,722
L7.2	86,477	1,657	87,342	1,674	88,215	1,691	89,097	1,707	89,988	1,725	90,888	1,742	91,797	1,759	92,715	1,777
L7.3	89,157	1,709	90,048	1,726	90,949	1,743	91,858	1,760	92,777	1,778	93,705	1,796	94,642	1,814	95,588	1,832
L8.1	97,100	1,861	98,071	1,879	99,051	1,898	100,042	1,917	101,042	1,936	102,053	1,956	103,073	1,975	104,104	1,995

Oakleigh Grammar Enterprise Agreement 2023

SCHEDULE D - SALARIES FOR EXISTING CURRICULUM/RESOURCES SERVICES AND CLASSROOM SUPPORT SERVICES IN RECEIPT OF PAID SCHOOL HOLIDAYS

D1.1 Instead of the salaries in Sch.C.1.1., the salaries in the following table apply only to Curriculum/Resources Services and Classroom Support Services Employees engaged prior to 24 January 2011 on the basis of paid school holidays. Such positions would include but are not limited to:

- Classroom Assistants
- Integration Aides
- Library Technicians
- Laboratory Technicians
- Senior Technicians

Classification	From the first pay period commencing on or after															
	1 February 2024		1 August 2024		1 February 2025		1 August 2025		1 February 2026		1 August 2026		1 February 2027		1 August 2027	
Level	Annual 48/52 \$	Weekly 48/52 \$	Annual 48/52 \$	Weekly 48/52 \$	Annual 48/52 \$	Weekly 48/52 \$	Annual 48/52 \$	Weekly 48/52 \$	Annual 48/52 \$	Weekly 48/52 \$	Annual 48/52 \$	Weekly 48/52 \$	Annual 48/52 \$	Weekly 48/52 \$	Annual 48/52 \$	Weekly 48/52 \$
L1.1	50,016.64	958.54	50,516.80	968.13	51,021.97	977.81	51,532.19	987.59	52,047.51	997.46	52,567.99	1,007.44	53,093.67	1,017.51	53,624.61	1,027.69
L1.2	51,937.43	995.35	52,456.80	1,005.30	52,981.37	1,015.36	53,511.18	1,025.51	54,046.29	1,035.77	54,586.76	1,046.12	55,132.62	1,056.59	55,683.95	1,067.16
L1.3	53,817.04	1,031.37	54,355.21	1,041.69	54,898.76	1,052.10	55,447.75	1,062.62	56,002.23	1,073.25	56,562.25	1,083.98	57,127.87	1,094.82	57,699.15	1,105.77
L2.1	54,239.08	1,039.46	54,781.47	1,049.86	55,329.28	1,060.35	55,882.57	1,070.96	56,441.40	1,081.67	57,005.81	1,092.48	57,575.87	1,103.41	58,151.63	1,114.44
L2.2	56,131.04	1,075.72	56,692.35	1,086.48	57,259.27	1,097.34	57,831.87	1,108.31	58,410.19	1,119.40	58,994.29	1,130.59	59,584.23	1,141.90	60,180.07	1,153.32
L3.1	56,630.26	1,085.29	57,196.58	1,096.14	57,768.55	1,107.10	58,346.23	1,118.17	58,929.70	1,129.35	59,518.99	1,140.65	60,114.18	1,152.05	60,715.33	1,163.57
L3.2	57,653.47	1,104.90	58,230.00	1,115.94	58,812.30	1,127.10	59,400.42	1,138.38	59,994.43	1,149.76	60,594.37	1,161.26	61,200.32	1,172.87	61,812.32	1,184.60
L4.1	59,781.15	1,145.67	60,378.97	1,157.13	60,982.76	1,168.70	61,592.58	1,180.39	62,208.51	1,192.19	62,830.59	1,204.11	63,458.90	1,216.15	64,093.49	1,228.32
L4.2	62,767.33	1,202.90	63,395.00	1,214.93	64,028.95	1,227.08	64,669.24	1,239.35	65,315.93	1,251.74	65,969.09	1,264.26	66,628.79	1,276.90	67,295.07	1,289.67
L5.1	64,812.67	1,242.10	65,460.80	1,254.52	66,115.40	1,267.06	66,776.56	1,279.73	67,444.32	1,292.53	68,118.77	1,305.46	68,799.95	1,318.51	69,487.95	1,331.70
L5.2	67,922.37	1,301.69	68,601.59	1,314.71	69,287.61	1,327.86	69,980.48	1,341.14	70,680.29	1,354.55	71,387.09	1,368.09	72,100.96	1,381.77	72,821.97	1,395.59

D1.2 The rates of pay in Schedule D1.1 are calculated on the basis of 48/52 of the rates of pay for an Employee who is required to work the full year and is in receipt of five (5) weeks' annual leave.

D1.3 An Employee who is employed for part only of a School Year will be paid a pro rata entitlement calculated on the basis of one third of the number of weeks the Employee has worked (excluding Non-term weeks) at the rate of pay applicable at the time leave is taken or employment is terminated.

D1.4 Where the Employer varies the rates of pay in Schedule C1.1 those salaries will be adjusted by 48/52 formula in order to determine salaries for Employees employed pursuant to Schedule D.

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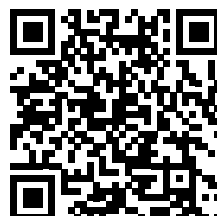
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Join the IEU
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This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

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

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

