



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Penleigh and Essendon Grammar School (AG2022/5400)

PENLEIGH AND ESSENDON GRAMMAR SCHOOL (TEACHER, KINDERGARTEN TEACHER, KINDERGARTEN ASSISTANT AND SCHOOL ASSISTANT STAFF) AGREEMENT 2022

Educational services

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 13 JANUARY 2023

Application for approval of the Penleigh and Essendon Grammar School (Teacher, Kindergarten Teacher, Kindergarten Assistant and School Assistant Staff) Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Penleigh and Essendon Grammar School (Teacher, Kindergarten Teacher, Kindergarten Assistant and School Assistant Staff) Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Penleigh and Essendon Grammar School. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3), the undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

[5] The Agreement was approved on 13 January 2023 and, in accordance with s.54, will operate from 20 January 2023. The nominal expiry date of the Agreement is 13 January 2027.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE518859 PR749589>

Annexure A

Penleigh and Essendon Grammar School (Teacher, Kindergarten Teacher, Kindergarten Assistant and School Assistant Staff) Agreement 2022

UNDERTAKINGS

Pursuant to section 190 of the *Fair Work Act 2009* (Cth), Penleigh and Essendon Grammar School Limited (**the Employer**), gives the following undertaking with respect to the *Penleigh and Essendon Grammar School (Teacher, Kindergarten Teacher, Kindergarten Assistant and School Assistant Staff) Agreement 2022* (**the Agreement**):

1. The following shall apply for School Assistants and Kindergarten Assistants:

Unpaid meal break

- 1.1 The 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 5 hours on a day. Such meal break will start no later than 5 hours after the employee commenced work on that day.

Rest break

- 1.2 An employee is entitled to a rest break of 10 minutes for each period of 3 hours worked, with a maximum of 2 rest breaks per shift.
- 1.3 Where the employee has an entitlement to 2 rest breaks, in place of the two 10 minute rest breaks:
 - a) the Employer and the Employee may agree to one rest break of 20 minutes; or
 - b) the Employer may require one rest break of 20 minutes, where the Employee is engaged in classroom support services.
- 1.4 A rest break:
 - a) will be counted as time worked;
 - b) will be taken at a time suitable to the Employer; and
 - c) will not be taken adjacent to a meal break, unless the Employee and the Employer agree.

2. The following shall apply for Teachers:

The Casual Teacher rate at Schedule 1A, clause 4.1 shall be amended to:

A Casual Teacher will be paid not less than the rates of pay as follows:

Full Day	Half Day	Hourly
\$423.85	\$211.93	\$55.77

Signed for and behalf of the Employer:

Signature:



Kate Dullard

Full Name

Principal

Position

Date: 12 January 2022

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Penleigh and Essendon Grammar School (Teacher, Kindergarten Teacher, Kindergarten Assistant and School Assistant Staff) Agreement 2022 (the 'Agreement'). The Agreement is a single enterprise agreement made pursuant to section 172 of the *Fair Work Act 2009* (Cth) (the Act).

2 ARRANGEMENT

2.1 This Agreement is arranged as follows:

Clause	Page
PART 1 – APPLICATION AND OPERATION OF AGREEMENT	1
1 Title	1
2 Arrangement.....	1
3 Commencement Date and Period of Operation	2
4 Definitions and interpretation.....	2
5 Application and coverage.....	4
6 No Extra Claims.....	5
7 Sign on bonus Payment.....	5
8 Relationship to Awards.....	5
9 National Employment Standards	5
10 Agreement Flexibility	5
PART 2 – CONSULTATION AND DISPUTE RESOLUTION.....	6
11 Consultation	6
12 consultative committee.....	9
13 Dispute Resolution Procedure	9
PART 3 – CONDITIONS FOR ALL EMPLOYEES	11
14 Commitment from staff	11
15 Modes of Employment.....	11
16 Minimum Employment Period	13
17 Letter of appointment.....	14
18 Remuneration Packaging.....	14
19 Superannuation	14
20 Payment Arrangements.....	15
21 Performance and Conduct Management	15
22 Personal/carer's Leave.....	17
23 Compassionate Leave.....	19
24 Family/Domestic Violence Leave.....	19
25 Community Service Leave	21
26 Infectious Diseases Leave	22
27 Examination Leave and Qualification Conferral Leave	22
28 Public Holidays	22
29 Parental Leave.....	22
30 Long Service Leave	26
31 Leave Without Pay	28
32 Accident Pay	28

Page 1 of 61

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

33 Redundancy	29
34 Leave Loading	31
35 Meal Allowance.....	32
36 Form Group/Tutor group/Classroom Primary/Classroom Kindergarten Teacher Allowance	32
37 Camp Allowance.....	33
38 Sports Coach Allowance	33
39 Music Conductor Allowance	33
40 Breakage and Loss	33
41 Protective Clothing and Protective equipment.....	33
PART 4 – CONDITIONS OF EMPLOYMENT FOR SPECIFIC EMPLOYEES	33
42 Teachers – School Teachers and Kindergarten Teachers.....	33
43 Withholding of Monies	36
44 Statement of Service	36
45 Job Search Entitlement	36
46 Attendance at scheduled meetings	36
47 School Assistants.....	37
48 Kindergarten Assistant	40

Schedule 1A – Teacher and Kindergarten Teacher classification, progression and rates of pay.....44

Schedule 1B – Teacher Position of Responsibility Structure.....47

Schedule 1C – Teacher Position of Responsibility Rates of Pay.....49

Schedule 2A - School Assistant Classifications.....50

Schedule 2B – School Assistant entitled to school holidays salary scale.....56

Schedule 2C – School Assistant entitled to annual leave.....58

Schedule 3 – Kindergarten Assistant rates of pay.....60

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 The Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.

3.2 The nominal expiry date of the Agreement is four years from the approval date referred to in clause 3.1.

4 DEFINITIONS AND INTERPRETATION

Act	means the <i>Fair Work Act 2009</i> (Cth), as amended from time to time
Attendance	means all days of the School Year less the Non Attendance Time and the period of annual leave
Award	means the following: <ul style="list-style-type: none"> • <i>Educational Services (Schools) General Staff Award 2020; and</i>

	<ul style="list-style-type: none"> • <i>Educational Services (Teachers) Award 2020</i>
Employee	means a person covered by this Agreement
Employer	means Penleigh and Essendon Grammar School Limited ABN 49 006 038 071/ACN 006 038 071
FWC	means Fair Work Commission
General Staff Member	means a person covered by this Agreement, other than a Teacher.
Immediate Family	means <ul style="list-style-type: none"> • A spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse (including former spouse) or de facto partner (including former de facto partner). It includes step-relations (eg. step-parents and step-children) as well as adoptive relations.
Kindergarten Teacher	means a teacher or a teacher with a responsibility for coordination who is employed to teach children in the Kindergarten Program excluding a Director of the Kindergarten
Kindergarten Assistant	means an employee who performs general duties and duties with children, under the general direction of a Kindergarten Teacher
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks' annual leave)
LSL Act	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor
Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009 (Cth)</i>
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic) and in accordance with the relevant and applicable Victorian Institute of Teaching Permission to Teach Policy
Principal	means Principal of Penleigh and Essendon Grammar School or his or her nominee
School	means Penleigh and Essendon Grammar School Limited ABN 49 006 038 071/ACN 006 038 071 trading as Penleigh and Essendon Grammar School
School Assistant	means a General Staff Member employed as a Classroom Support Services or as a Curriculum/resources Services staff member and includes Learning Assistant, Integration Aide, Library Assistant,

	Library Technician, Technology Technician, Library Cataloguer, Laboratory Technician
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those gazetted by the Victorian government for Victorian government schools
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year as determined by the school
Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant 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 classes of students. This definition includes a qualified Teacher Librarian and qualified Instrumental Music Teacher but does not include a person employed as a Principal or a Vice Principal or Head of Section or Director

5 APPLICATION AND COVERAGE

5.1 This Agreement covers:

- (a) the Employer;
- (b) Teachers;
- (c) Kindergarten Teachers;
- (d) Kindergarten Assistants;
- (e) School Assistants; and
- (f) the Independent Education Union of Australia (IEU) provided that this registered employee organisation has given notice under s. 183 of the Act and is noted in the approval decision of the Fair Work Commission under s 201(2) of the Act as an employee organisation covered by the Agreement.

5.2 This Agreement does not apply to:

- (a) a Principal;
- (b) a Deputy Principal by whatever name called;
- (c) a Head of Section or Director;
- (d) any employee who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the *Fair Work Regulations 2009 (Cth)*;
- (e) Apprentices;
- (f) Trainees; and
- (g) Employees on a supported wage system.

6 NO EXTRA CLAIMS

The Employer and the Employees agree that the salary increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made during the currency of this Agreement.

7 SIGN ON BONUS PAYMENT

7.1 Once the Agreement has been agreed in principle by the Employer, the IEU and employee representatives, the following payment will be made as a one-off sign on bonus. The one-off sign on bonus will be paid in the first full pay period on or after 19 December 2022 as follows

- For a Full Time Employee, \$1200 gross (less applicable taxation)
- For a Part Time Employee, the above payment will be made on a pro rata basis in accordance with their employment fraction as at the time of in principle agreement.

7.2 Employees will only be entitled to a sign on bonus under this clause 7 if the Employee is employed on the date the Agreement is agreed to in-principle by the Employer, the IEU and the employee representatives (being 25 November 2022).

7.3 Casual Employees will not be entitled to a sign on bonus.

8 RELATIONSHIP TO AWARDS

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

9 NATIONAL EMPLOYMENT STANDARDS

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

9.2 This Agreement will provide enterprise specific detail where it deals with a matter provided for in the NES.

10 AGREEMENT FLEXIBILITY

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

- (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;

- (iii) penalty rates
- (iv) allowances
- (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and the 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.

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

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

10.3 The Employer must ensure that the individual flexibility arrangement is:

- (a) 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 of 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.

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

10.5 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 anytime.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

11 CONSULTATION

11.1 This term applies if the Employer:

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

Major Change

11.2 For a major change referred to in paragraph 11.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

11.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

11.4 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.

11.5 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) the 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.

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

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

- 11.8 If a term 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 paragraph 11.2(a) and subclauses 11.3 and 11.5 are taken not to apply.
- 11.9 In this term, 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 needs to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 11.10 For a change referred to in paragraph 11.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) subclauses 11.11 to 11.15 apply.
- 11.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 11.12 If:
- (a) relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of the consultation, and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 11.13 As soon as practicable after proposing to introduce the change, 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) all relevant information about the change, including the nature of the change; 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).
- 11.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 11.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees and their views about the impact of the change.
- 11.16 For the purposes of clauses 11.10 to 11.15, a School's educational timetable in respect of academic classes and student activities which:
- (a) may operate on a term, semester or a School Year basis, and
 - (b) ordinarily changes between one period of operation and the next and
 - (c) may change during the period of operation
- is not a "regular roster".
- 11.17 However, where a change to a School's educational timetable directly results in a change to:
- (a) 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) the days over which the Employee is required to work,
- then clauses 11.11 to 11.15 will apply.
- 11.18 In this term:
- relevant Employees** means the employees who may be affected by a change referred to in subclause (1).

12 CONSULTATIVE COMMITTEE

- 12.1 The School shall have a Consultative Committee. Details of the Consultative Committee will be set out in policy but are not incorporated into this Agreement. If the School intends to amend the policy during the life of this agreement, it must consult with staff before making any changes.

13 DISPUTE RESOLUTION PROCEDURE

- 13.1 In relation to any matter arising under this Agreement or under the NES that may be in dispute ('the **Matter**') between the Employer and the Employee ('the Parties') as

parties to this Agreement, except matters relating to an actual or threatened termination of employment of the Employee, the parties will undertake the following steps:

13.2 Step 1

Every attempt must be made to resolve the Matter by discussions between the Employer and the Employee(s) directly involved at the School. This does not preclude the right of either party to seek advice from outside the School, nor does it necessitate such an approach where this is impracticable.

13.3 Step 2

Where the Matter is not resolved by Step 1, the Employer or the Employee(s) may seek the assistance of an employee association, employer association or other representatives in order that a further attempt may be made to resolve the Matter.

13.4 Step 3

Where the Employer and the Employee(s) are unable to resolve the Matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative.

13.5 Step 4

In the event that Steps 1, 2 and 3 fail to resolve the Matter it may be referred by either Party to the Fair Work Commission (FWC).

13.6 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 (under (a) above), the FWC may then:
 - (i) in relation to the NES, arbitrate the dispute, or
 - (ii) in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties, and make a determination that is binding on the parties.

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

13.8 While the dispute resolution procedure is being conducted, 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 and safety.

13.9 The Parties to the dispute agree to be bound by a decision made by the FWC in accordance with this Agreement.

PART 3 – CONDITIONS FOR ALL EMPLOYEES

The conditions in this Part apply to all Employees, unless application is specified to only apply to specific employees.

14 COMMITMENT FROM STAFF

- 14.1 All Employees commit to the ongoing improvement of their practices at the School. All Teachers will continually improve their teaching and learning practices, including the development and delivery of curriculum, the introduction of a culture of thinking, classroom management and student care and wellbeing practices.
- 14.2 All Employees will demonstrate a commitment to professional learning to ensure an understanding of contemporary educational knowledge and practices.

15 MODES OF EMPLOYMENT

The Employer may employ a full time, part time, fixed term or casual Employee. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

15.1 Full Time Employees

The Employer may engage an Employee on a full time basis in accordance with this Agreement. A full-time employee is an employee engaged to work an average of 38 ordinary hours per week within the scope of the employee's employment.

15.2 Part Time Employee

- (a) The Employer may employ an Employee on a part time basis in accordance with this Agreement.
- (b) 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 variation occurs.
- (c) Duties will be allocated to part time Employees on a pro-rata basis, in line with their employment fraction.
- (d) A part time Teacher and Kindergarten 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 clause 15.2(b). The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a full time Teacher's face-to-face teaching hours are deemed to be 18 hours for secondary, 23 hours for primary and 27 hours for kindergarten.

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

- (e) A part time School Assistant and Kindergarten Assistant will be paid pro rata of the salary that the School Assistant or Kindergarten Assistant would be entitled to receive if employed full time. The pro rata weekly salary is calculated using the following formula:

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

- (f) If a part-time Teachers hours are reduced without their consent by more than 25% they will be entitled to the provisions of Clause 33 - Redundancy.

15.3 Fixed Term Employee

- (a) 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:
- to replace one or more Employees who are on leave;
 - to undertake a specified project for which funding has been made available;
 - to undertake a specified task which has a limited period of operation;
 - 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;
 - to replace an Employee who provided notice of termination of employment after the commencement of Term 4 as required, where the position is difficult to fill. The period of the appointment must not exceed the end of the following School Year.
- (b) 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.
- (c) Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
- the reason for the fixed nature of the employment;
 - the date of commencement of the employment;
 - the benefits which are applicable under this Agreement; and
 - the rights of any Employee being replaced.
- (d) Subject to clause 29.3, 42.7(e), 47.6(e) or 48.5(e) 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 clauses 29.3, 42.7, 47.6 or 48.5.
- (e) A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination in relation to the end of the fixed term period (where the date of cessation of employment is stated at the time of appointment);

- redundancy;
- paid maternity leave allowance;
- examination leave; or
- qualification conferral leave.

15.4 Casual Employee

- (a) The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- (b) A Casual Employee is entitled to the relevant rates of pay specified in Schedules 1A, 2B, and 3. These rates of pay include a casual loading in lieu of paid leave entitlements.
- (c) The Employer will engage a Casual Teacher or Kindergarten Teacher for a full day or half day, or hourly as agreed with the Casual Teacher or Kindergarten Teacher. A Casual General Staff Member, other than an Employee working in the before or after school care program, will be engaged and paid for a minimum of two hours for each engagement.
- (d) 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
 - Performance and conduct management
 - examination leave
 - qualification conferral leave
 - paid jury service leave
 - paid maternity leave allowance
 - school holidays
 - non attendance time
 - leave loading
 - public holidays
 - paid personal/carer's leave
 - paid compassionate leave
 - accident make-up pay
 - infectious disease leave
- (e) A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave, unpaid personal leave and long service leave, where eligible.
- (f) An Employer may employ a Casual Teacher, in such a capacity, for up to one school term, where the days are consecutive.

16 MINIMUM EMPLOYMENT PERIOD

- 16.1 An Employee's employment is contingent upon the satisfactory completion of a six

month minimum employment period as defined by the Act (**Minimum Employment Period**).

- 16.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clauses 42.7, 47.6 or 48.5 and does not need to comply with clause 21 (Performance and Conduct Management) or any other due process or performance management policies or procedures in place from time to time.
- 16.3 If the Employer is to terminate the Employee within the first six months of the Employee's employment commencing, the Employee is entitled to four weeks' notice or four weeks' salary in lieu of notice.
- 16.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give four weeks' notice.

17 LETTER OF APPOINTMENT

- 17.1 Upon engagement, the Employer will provide the Employee, other than a Casual Employee, with a letter of appointment. The letter of appointment will include Teaching load expressed as a percentage of a full time load, classification, salary and duties.

18 REMUNERATION PACKAGING

- 18.1 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.
- 18.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

19 SUPERANNUATION

19.1 Superannuation legislation

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own MySuper compliant superannuation fund. If an Employee does not choose a superannuation fund, any MySuper compliant superannuation fund selected by the Employer applies, to the extent permitted by law.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 Employer contributions

- (a) The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.
- (b) The Employer will make a total payment of 10.5% of ordinary time earnings to the complying superannuation fund, with further increases to be made in line with the superannuation legislation.

19.3 Voluntary Employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 19.2.
- (b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under clauses 19.3(a) and 19.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) and 19.3(b) was made.

19.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund, the Employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) and 19.3(b) to NGS Superannuation Fund or its successor, provided that the Employer is not required to become a participating Employer.

20 PAYMENT ARRANGEMENTS

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

21 PERFORMANCE AND CONDUCT MANAGEMENT

Performance Management

- 21.1 Where the Employer is considering disciplinary action up to and including termination of employment for reasons related to the Employee's alleged performance, the Employer will implement the procedure in this clause, unless the Employee is subject to the Minimum Employment Period, when this clause does not apply.

- 21.2 A formal performance management procedure will commence with the Employer advising the Employee in writing of:
- (a) the Employer's concerns with the Employee's performance;
 - (b) the time, date and place of the formal meeting to discuss the Employee's performance
 - (c) the Employee's rights to be accompanied by a nominee of the Employee's choice, including a representative from the IEU at all meetings to discuss the Employee's performance; and
 - (d) the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.
- 21.3 Formal performance management meetings will:
- (a) include discussion of the Employer's concerns with the Employee's performance;
 - (b) give the Employee an opportunity to respond to the Employer's concerns;
 - (c) include discussion of any counselling or assistance, where appropriate, available to the Employee;
 - (d) include documentation, where appropriate; and
 - (e) set periods of review, as appropriate, in a timely manner.
- 21.4 If, after following the procedure in this clause, the Employer's decision is to terminate the employment of an Employee, the Employer must give notice in accordance with the Agreement.

Conduct Management

- 21.5 Where the Employer is considering disciplinary action up to and including termination of employment for reasons related to an Employee's alleged conduct, the Employer will implement the procedure in this clause, unless the Employee is subject to the Minimum Employment Period when this clause does not apply.
- 21.6 If the Employer first makes a notification to the Commission for Children and Young People (CCYP) based on a reasonable belief relating to a reportable allegation involving the Employee pursuant to the Employer's obligations under the *Child Wellbeing and Safety Act 2005* (Vic), then the Conduct Management clause will be invoked at a reasonable time after the matter has been reported to the CCYP.
- 21.7 The Employer will advise the Employee in writing of:
- (a) the Employer's concerns with the Employee's conduct
 - (b) the time, date and place of the meeting to discuss the Employee's conduct
 - (c) the Employee's right to be accompanied by a nominee of the Employee's choice, including a representative from the IEU, at any meeting scheduled to discuss the Employee's conduct;

- (d) the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.

21.8 The formal conduct meeting will:

- (a) include discussion of the Employer's concerns with the Employee's conduct;
- (b) give the Employee an opportunity to respond to the Employer's concerns;
- (c) Include discussion of any counselling or assistance, where appropriate available to the Employee;
- (d) Include provision of documentation where appropriate

21.9 Concerns with the Employee's conduct may be resolved by:

- (a) Summary Dismissal, where the Employee is guilty of serious misconduct;
- (b) issuing the Employee with a warning or a final warning in writing;
- (c) termination of the employment of the Employee in accordance with the relevant notice in accordance with clauses 42.7, 47.6 or 48.5;
- (d) referring the Employee to counselling or other assistance;
- (e) No further action.

22 PERSONAL/CARER'S LEAVE

22.1 Personal/carer's leave is in accordance with the NES except where this Agreement provides ancillary or supplementary terms.

22.2 Entitlement

- (a) An Employee other than a casual employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- (b) For a full time Employee, the personal/carer's leave entitlement equates to 17 days per year of service. A part time Employee is entitled to paid personal/carer's leave on a pro rata basis based their ordinary hours of work.
- (c) Paid personal leave is taken due to a personal illness or injury.
- (d) 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.
- (e) Personal leave accrues pro rata of service on a daily basis, upon commencement of service.
- (f) Paid personal/carer's leave can be accessed in advance of accrual in the first year of service up to 6 days in Term One and up to 3 days in Terms, Two, Three and Four.

22.3 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.

- 22.4 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.

22.5 Special Personal Leave

- (a) Up to a total of five (5) days of the Employee's paid personal leave entitlement per annum may be taken for any of the following reasons, including:
- (i) to attend the funeral of a close friend or family member who is not a member of the Employee's Immediate Family or household;
 - (ii) Home protection leave, in the event of natural emergencies that pose an immediate threat to the Employee's home
 - (iii) to appear before a court or tribunal
 - (iv) for religious observance leave
 - (v) moving house
 - (vi) leave for other urgent matters may be approved at the Principal's discretion, where other forms of leave are not available.

("Special Personal Leave")

- (b) An Employee must:
- (i) request Special Personal Leave in writing and provide the reason for requesting Special Personal Leave;
 - (ii) make the request not less than 48 hours prior to the proposed commencement time of the Special Personal Leave, unless in the opinion of the Employer, such notice would not be reasonable; and
 - (iii) take Special Personal Leave as a full day or as a half-day.
- (c) The Employer will grant Special Personal Leave subject to:
- (i) satisfaction of the application requirements, and
 - (ii) the operational requirements of the workplace for that day or half-day.

22.6 Notice and evidentiary requirements

- (a) An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must satisfy the Employer that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

- (b) The Employer may request that an Employee provide evidence in the following ways:
- (i) the Employee produces a medical certificate from a Medical Practitioner or statutory declaration to the Employer for any absence of two or more consecutive days;
 - (ii) the Employee provides a medical certificate from a Medical Practitioner or statutory declaration to the Employer for any absence immediately before or after a public holiday to which the Employee is entitled or immediately before or after the first or last day of term which would not otherwise require the production of a certificate;
 - (iii) the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number 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.
 - (iv) In the event of Special Personal Leave, the School will determine appropriate evidence requirements.
 - (v) Evidence provided must be deemed appropriate for the circumstances by the Employer (eg. Medical certificate for illness or statutory declaration for non-medical matters).

23 COMPASSIONATE LEAVE

23.1 Compassionate leave is in accordance with the NES except where more favourable terms are provided in this Agreement.

23.2 Entitlement

- (a) An Employee may take up to three (3) days' paid leave per 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.
- (b) 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.
- (c) 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.

24 FAMILY/DOMESTIC VIOLENCE LEAVE

24.1 General Principle

The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.

24.2 Definition of Family Violence

This Employer accepts the definition of "family violence" as stipulated in the *Family Violence Protection Act 2008 (Vic)*. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

24.3 Notice and Evidence Requirements

- (a) An Employee must give the Employer notice of the taking of leave by the Employee under this clause.
- (b) If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person and may include a document issued by the Police Service, a Court, a Doctor (including a medical certificate), district nurse, maternal and health care nurse, a Family Violence Support Service or Lawyer, or the Employee may provide a statutory declaration, depending on the circumstances.
- (c) An employee is not entitled to take Family/Domestic Violence leave under this clause unless the Employee complies with this clause.

24.4 Confidentiality and other matters

- (a) All personal information concerning family violence will be kept confidential in line with Employer policy and relevant legislation. The Employer will not disclose the information unless required by law or where it is necessary to ensure the life, health or safety of any Employee, student or visitor to the Employer.
- (b) The employer will not unlawfully discriminate against an Employee who has been subjected to family/domestic violence in terms of their existing employment or career development.
- (c) The Employer will identify contact/s within the School who will be trained in family violence and privacy issues, for example training in family violence risk assessment and risk management. The employer will advertise the name of the contact within the School.

24.5 Leave

- (a) An Employee experiencing family violence will have access to up to ten (10) days of paid Family/Domestic Violence leave per year of service if the Employee needs to take steps to deal with the impact of the family violence and it is impractical for the Employee to do so outside their ordinary hours of work.
- (b) Family/Domestic Violence leave under this clause will not accumulate from year to year and will not be paid out upon termination of employment.
- (c) The paid Family/Domestic Violence leave under this clause may be used
 - (i) Attending legal proceedings, counselling, appointments with a medical or legal practitioner or police services

- (ii) Relocation or making other safety arrangements; or
 - (iii) Other activities reasonably associated with the experience of family violence
- (d) This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day (half day or quarter day) by agreement between the Employee and Employer. The Family/Domestic Violence leave can also be taken in emergency situations without giving the Employer prior notice if providing the notice is not possible (however the Employee must contact the Employer, and provide relevant evidence, as soon as possible).

25 COMMUNITY SERVICE LEAVE

25.1 Unpaid Community Service leave

Community Service leave is provided for in accordance with the NES.

25.2 Paid community service leave

An employee (other than a fixed-term Employee or casual Employee) who is required to engage in a voluntary emergency management activity will be granted up to three days paid leave for the period during which that activity is required. The voluntary emergency activity must be with a recognised emergency management body (eg. CFA, SES).

This clause supplements the NES.

25.3 Jury Service Leave Entitlement

- (a) Employees required to serve as jurors are entitled to paid leave at their ordinary rate of pay for the duration of the period of their required attendance for Jury Service. The School will continue to pay the Employee through the normal salary system.
- (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 pay to the School the full amount received from the court for jury service. The Employee must pay the School this money within the following pay period and must provide evidence to the School as to the amount of any payments made to them by the court.
- (e) If the Employee does not provide evidence of attendance for Jury Service and/or payments made by the Court to the Employee for the jury service, the Employee may not be entitled to payment under clause 25.3(a).

26 INFECTIOUS DISEASES LEAVE

26.1 An Employee who is suffering from one of the infectious diseases listed below will be granted paid leave without deduction of pay provided the Employer is satisfied by medical evidence 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.

27 EXAMINATION LEAVE AND QUALIFICATION CONFERRAL LEAVE

27.1 An Employee will be granted leave with pay for up to one (1) day for the purpose of attending a ceremony to have a degree/diploma or other qualification conferred in a relevant course of study that is pre-approved by the Employer in writing.

27.2 An Employee will be granted leave with pay to attend compulsory examinations in a relevant course of study that is pre-approved by the Employer in writing.

28 PUBLIC HOLIDAYS

28.1 Public holidays are provided for in the NES.

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

28.3 Substitution of public holidays

By agreement between the Employer and individual Employee:

- (a) an alternate day may be taken as a public holiday in lieu of any days specified by the NES.
- (b) The agreement will be recorded in writing and made available to the affected Teacher
- (c) Where substitution is agreed, the substituted day will be the public holiday for the purposes of this agreement.

29 PARENTAL LEAVE

29.1 Parental leave is in accordance with the NES. This clause supplements the NES provisions.

29.2 Concurrent leave

- (a) An Employee who is entitled to concurrent parental leave under s.72(5) of the Act may request the Employer to allow the Employee to extend the period of concurrent unpaid parental leave provided for in the NES up to a maximum of eight (8) weeks, to assist the Employee in reconciling work and parental responsibilities.
- (b) An application under 29.2(a) must be made not less than ten (10) weeks prior to the commencement date of the concurrent period of parental leave, where practicable for their first period of concurrent leave and the Employer will respond to requests made under this clause. For second and subsequent periods, an Employee must provide at least 4 weeks' notice.

29.3 Variation of period of parental leave

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

An Employee replacing an Employee granted parental leave will be entitled to 4 weeks' notice of termination of employment. The notice of termination provided will be specified in writing at the time the replacement Employee is employed.

29.4 Entitlement – Unpaid parental leave

- (a) An Employee, upon the completion of 12 months of continuous service with the Employer is entitled to up to 24 months' unpaid parental leave (maternity, paternity or adoption leave) in accordance with the Act.
- (b) Unpaid Parental leave does not count for the purpose of accrual of any benefits or entitlements under this Agreement except for long service leave where the first 52 weeks of parental leave will be recognised as service for the purposes of accrual of long service leave.
- (c) An Employee may request and the Employer will approve parental leave up to a maximum of 156 weeks provided that any leave in excess of 104 weeks will conclude at the end of a School Year, enabling a return at the start of the following School Year.
- (d) An Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee:
 - to extend the period of simultaneous unpaid parental leave (when both parents are in receipt of parental leave) provided for in the Act up to a maximum of eight weeks;
 - to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.
- (e) The Employer shall consider the request made pursuant to 29.4(d) 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) An Employee's request and the Employer's decision made under 29.4(c), 29.4(d) and 29.4(e) must be recorded in writing.
- (g) Where an Employee wishes to make a request under 29.4(c) or 29.4(d), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.
- (h) Where an Employee makes a request to return to work from ordinary maternity leave, long paternity leave or long adoption leave on a part-time basis, the request must be made in writing as soon as possible but no less than four weeks prior to the date upon which the Employee is due to return to work from parental leave.
- (i) The Employer will consider any request made pursuant to 29.4(c) or 29.4(d) having regard to the Employee's circumstances and the effect of the request on the workplace or the Employer's business, giving consideration to cost, lack of adequate replacement staff, loss of efficiency and the impact on the educational program. The Employer will record the decision in writing.
- (j) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
 - (i) 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; and
 - (ii) 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.
- (k) During the period of parental leave, the Employee will 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. The Employee will notify the Employer of changes in address or other contact details which might affect the Employer's ability to contact the Employee in relation to 29.4(j).

29.5 Paid Leave

- (a) Clauses 29.5 to 29.10 do not apply to a casual Employee or a fixed term Employee.
- (b) This clause applies to a full time or part time Employee who is entitled to unpaid parental leave in accordance with the NES and Clause 29 Parental Leave.
- (c) Payments described in clauses 29.6, **Error! Reference source not found.**, 29.9 and 29.10:

- (i) Are not payable during a period of other paid leave (i.e. annual leave, personal/carer's leave, long service leave or any other paid leave under this Agreement or any relevant legislation);
- (ii) Are payable from the commencement date of the period of parental leave (under the NES and this Agreement);
- (iii) Are paid at the Employee's ordinary rate of pay; and
- (iv) Are payable to one Employee only, where the Employer employs both parents of the child.

29.6 Paid parental leave where leave is associated with birth of a child

- (a) Where the leave is associated with the birth of a child, an Employee, who will be the primary carer of the child, will be entitled to 16 weeks leave with pay at the Employee's ordinary rate of pay.
- (b) This leave may be taken at ½ pay if requested.

29.7 An Employee, upon making an application for a second or subsequent period of paid parental leave must have returned to work for a period of at least 12 months prior to being entitled a second or subsequent period of paid parental leave under clause 29.6(a).

- (a) During the period of time the Employee is in receipt of paid birth-related leave the Employee is entitled to accrue annual leave and personal leave in accordance with this Agreement.
- (b) If an Employee takes less than 16 weeks of leave with pay, the Employee will be paid for the period of leave taken only (and not the total 16 weeks).

29.8 Secondary Carer leave

- (a) An Employee who has completed at least 12 months continuous service with the Employer as at the date of the birth of the child and takes concurrent leave (in accordance with clause 29.2) of up to three weeks, will be paid for the period taken (up to three weeks).
- (b) Secondary Carer leave may be taken within the first three months after the birth of the child in consultation with the Employer.

29.9 Paid adoption-related leave

- (a) Where the leave is associated with the placement of a child with the Employee for adoption, an Employee, who will be the primary carer of the child, will be entitled to 16 weeks leave with pay at the Employee's ordinary rate of pay.
- (b) An Employee, upon making an application for a second or subsequent period of paid adoption-related leave must have returned to work for a period of at least 12 months prior to being entitled a second or subsequent period of paid adoption-related leave.

- (c) The period of leave with pay comprises both the paid adoption-related leave and any annual leave that accrues during the adoption-related leave.
- (d) If an Employee takes less than 16 weeks of leave with pay, the Employee will be paid for the period of leave taken only (and not the total 16 weeks).
- (e) During the period of time the Employee is in receipt of paid adoption leave the Employee is entitled to accrue annual leave and personal leave in accordance with this Agreement.

29.10 Special maternity leave

- (a) Unpaid special maternity leave is provide for in accordance with the NES.
- (b) An Employee is entitled to take eight weeks of paid special maternity leave if the employee is not fit for work during that period because she has been pregnant, and that pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (c) An Employee must give the Employer notice they are taking special maternity leave as soon as possible (which may be after the leave has started), and the expected period of leave.
- (d) An employer may require evidence that would satisfy a reasonable person (e.g. a medical certificate) that the leave is taken for the reason specified in clause 29.9(b).
- (e) During the period of time the Employee is in receipt of paid special maternity leave the Employee is entitled to accrue annual leave and personal leave in accordance with this Agreement.

30 LONG SERVICE LEAVE

- 30.1 An Employee is entitled to long service leave in accordance with the LSL Act as amended from time to time. This Agreement will prevail over the LSL Act to the extent of any inconsistency.
- 30.2 An Employee is entitled to long service leave of thirteen weeks 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.
- 30.3 The period of long service leave will usually not be for less than a full term so as to minimise disruption to the educational programme of the School.
- 30.4 Whilst the school prefers that long service leave be taken in full terms, an Employee can apply for a minimum of one day of long service leave and up to the full accrued entitlement.
- 30.5 An Employee must make a written request by 1 August for long service leave for the following school year where the long service leave period will exceed 1 week. However, the School may in its discretion approve long service leave applications at later dates where the operating needs of the School are not impacted and where a

staff member requires special consideration.

- 30.6 An Employee is entitled to access accumulated pro rata long service leave entitlements upon the completion of 7 years continuous service.
- 30.7 In the event that the accrued leave taken pursuant to clause 30.3 is less than the period of the school term, the Employer will, if requested, spread the payment across the full leave period.
- 30.8 An Employee may request the School grant the employee a period of long service leave which is twice as long as the period to which the employee would otherwise be entitled and at a rate of pay equal to half the employee's ordinary pay provided a minimum of two term's leave is taken. The School must grant a request made under this clause unless the School has reasonable business grounds for refusing the request.
- 30.9 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.
- 30.10 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.

30.11 Service prior to 1 February 1997

- (a) where all service of the employee 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;
- (b) 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;
- (c) 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 on the basis of average weekly hours over the last 12 months of part time employment;
- (d) If an employee can show that the employee's average weekly hours over the whole of the employee's part time employment are greater than the average weekly hours over the last 12 months of part time employment the higher figure will be used in determining average weekly hours. Should part time employment be less than 12 months, average weekly hours will be struck over the actual period of part time employment.

30.12 Service from 1 February 1997

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

30.13 Illness on Long Service Leave

- (a) Subject to clause 30.13(b), an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, may apply to the Principal for the period of illness or injury to be 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.
- (b) The Employee's application:
 - (i) must be in writing and received by the Employer during the period of illness or injury;
 - (ii) must be accompanied by a medical certificate from a registered Medical practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
 - (iii) 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.

31 LEAVE WITHOUT PAY

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 leave without pay, with the exception of accrual of Long service leave for the first 52 weeks of leave without pay. This provision expressly overrides the LSL Act.

32 ACCIDENT PAY

32.1 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 relevant workers' compensation legislation, 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.

32.2 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 relevant worker's compensation legislation then:

a) The employee does not accrue any of the following entitlements under this Agreement for the period of any such absence:

(1) **Paid personal/carer's leave.**

b) In the event that an Employee who is in receipt of weekly compensation payments pursuant to the relevant workers' compensation legislation has an entitlement to annual leave during non-attendance time, the workers' compensation payments will cease, and the Employee will take the accrued annual leave entitlement.

c) For the purposes of subclause [b] the period of annual leave will not reduce the Employee's entitlements to such compensation payments or to accident make up pay, if applicable.

d) Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the relevant workers' compensation legislation, and where the Employee is entitled to annual leave at the part time rate of pay, the Employee will remain entitled to be paid the weekly compensation payments in accordance with the relevant workers' compensation legislation.

32.3 For the avoidance of doubt:

a) an Employee will continue to accrue annual leave and long service leave whilst on a period of workers' compensation;

b) a Teacher's entitlement to payment of the normal remuneration during non-attendance time is not affected by any such compensation weekly payments received under worker's compensation legislation or to accident make up under this clause, and the teacher will receive their normal remuneration during non-attendance time. The formula in clause 42.4 or clause 47.5 is not taken to affect the entitlement under this clause.

33 **REDUNDANCY**

33.1 Redundancy is provided for in the NES.

33.2 **Redundancy Disputes**

Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and any employee representative (if requested by any affected Employee) in good time, with relevant information:

- the reasons for any proposed redundancy;
- the number and categories of Employees likely to be affected; and

- the period over which any proposed redundancies are intended to undertaken.

33.3 Where a redundancy dispute arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the Employees concerned.

33.4 **Transfer to lower paid duties**

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

33.5 The following redundancy pay scale for an Employee will apply instead of the provisions in the NES:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay*
2 years and less than 3 years	8 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	13 weeks' pay
6 years and less than 7 years	15 weeks' pay
7 years and less than 8 years	16 weeks' pay
8 years and less than 9 years	18 weeks' pay
9 years and less than 10 years	19 weeks' pay
10 years and above	20 weeks' pay

*Weeks' pay means the ordinary time rate of pay for the employee concerned.

For the purposes of this clause continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer.

If redundancy is to take effect at the end of the school year, the Employer will count that year for the purposes of calculating continuous service for redundancy pay.

33.6 **Employees with less than one year's continuous employment**

The Employer will promptly advise an Employee with less than one year's continuous service of as impending redundancy and will provide reasonable support to such Employees in their endeavours to find suitable alternative employment.

33.7 Employee leaving during notice

An Employee, given notice of termination in circumstances of redundancy may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 33.5 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

33.8 Alternative employment

Subject to an application to the FWC being made in accordance with the Act, the Employer, in a particular redundancy case, is not obliged to pay any severance if the Employer obtains acceptable alternative employment for an Employee acceptable to that Employee. This clause does not apply where transmission of business applies.

33.9 Time off during notice period

- (a) During the period of notice of termination an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

34 LEAVE LOADING

34.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave.

34.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{[\text{Weekly rate} \times 4 \times 17.5\%] \times \text{term weeks worked by the employee in that school year}}{\text{Total term weeks in that school year}}$$

For example, an employee with a weekly salary of \$1000 on termination of employment (or at the end of the final term week in the school year) who was employed at the school for 20 of 39 term weeks in that school year, the calculation will be as follows:

$$\text{\$1000} \times 4 \times 17.5\% = \text{\$700}$$

$$\text{\$700} \times 20/39 = \text{\$358.97}$$

34.3 Annual leave loading is payable upon termination of employment.

34.4 An Employer may pay leave loading to the Employee with the first salary payment in

December of that year at the rate of pay applicable on 1 December or to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

35 MEAL ALLOWANCE

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 6 p.m. on any day.

36 FORM GROUP/TUTOR GROUP/CLASSROOM PRIMARY/CLASSROOM KINDERGARTEN TEACHER ALLOWANCE

36.1 An allowance payment of \$1332.00 per annum will be paid to a full time teacher with the following responsibility:

- Secondary Teacher with a Form Group or Tutor Group responsibility; or
- Primary Classroom Teacher with a specific classroom responsibility; or
- Kindergarten Teacher with responsibility as the main Kindergarten Teacher for a specified cottage.

Employees in these roles are expected to perform administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Principal. Over the life of the agreement, these duties and responsibilities will be further developed and improved, to ensure a consistent approach that reflects best practice. The allowance provides payment in full for any additional duties that may be required.

36.2 The Principal or his or her delegate will determine needs and allocate staff to these roles as required, prior to the commencement of each school year, or as the need is identified.

36.3 If the school determines the need for the role to be shared, the allowance would be shared in a proportionate manner between the employees.

36.4 The allowance is linked to the role rather than tied to an individual teacher and paid for the time that the individual is required to perform the duties.

36.5 If the school determines the need for the role to be shared, the allowance would be shared in a proportionate manner between the employees.

36.6 The allowance is paid upon completion of a full school year in the role. If a staff member takes unpaid or paid leave of 2 weeks (10 work days) or more, or ceases employment during a school year, then payment will be adjusted using the following formula:

$$\frac{\text{Number of school weeks worked}}{\text{Total number of school weeks}} \times \$1332$$

36.7 The allowance will not apply for short-term cover of less than two weeks (10 days).

36.8 The allowance will be increased in line with salary increases during the life of the agreement.

37 CAMP ALLOWANCE

An Employee required by the School to accompany students to all compulsory overnight camps based at the School's Eildon camp and the Year 6 Canberra camp will be paid \$95 per night camp allowance.

The allowance will be increased in line with salary increases during the life of the agreement.

38 SPORTS COACH ALLOWANCE

The Sports Coach allowance will be increased in line with salary increases. Further details are set out in policy but are not incorporated into this Agreement

39 MUSIC CONDUCTOR ALLOWANCE

The Music Conductor allowance will be increased in line with salary increases. Further details are set out in policy but are not incorporated into this Agreement

40 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.

41 PROTECTIVE CLOTHING AND PROTECTIVE EQUIPMENT

Where protective clothing or equipment is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing or equipment from the school's preferred supplier or reimburse the Employee for cleaning costs incurred in relation to clothing and to out of pocket expenses in relation to equipment.

PART 4 – CONDITIONS OF EMPLOYMENT FOR SPECIFIC EMPLOYEES

42 TEACHERS – SCHOOL TEACHERS AND KINDERGARTEN TEACHERS

The following conditions apply to Teachers and Kindergarten Teachers (referred to as Teachers), unless specifically stated to just apply to one group.

42.1 Classifications and Salary

- (a) Schedule 1A sets out the classification structure, progression through the salary scale and salaries for a Teacher, including a Casual Teacher.
- (b) Schedule 1B sets out the position of responsibility structure and Schedule 1C sets out the applicable rates of pay.

- (c) To the extent necessary, the Employer and the Teacher agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months and includes the salary and rates of pay in Schedules 1A and 1C.

42.2 Hours of Work

- (a) The ordinary hours of work for a Full Time Teacher or Kindergarten Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- (b) In addition, a Teacher or Kindergarten Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- (c) The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher or Kindergarten Teacher.

42.3 Breaks

- (a) A Teacher or Kindergarten Teacher will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.
- (b) Where a Teacher or Kindergarten Teacher employed in an Early Childhood Service is required to remain on the premises during the meal break they will be entitled to a paid meal break of no more than 30 minutes, and no less than 20 minutes no later than five hours after commencing work.

42.4 Non Attendance Time

- (a) A Teacher or Kindergarten Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are reasonably necessary to enable the proper performance of the Teacher's role within the School. The Teacher's role is defined by the Employer.
- (b) Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- (c) Where a Teacher or Kindergarten Teacher takes unpaid leave for more than ten (10) working 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 Attendance time during the School Year will be calculated pursuant to the formula in 42.4(d).
- (d) If a Teacher's or Kindergarten Teacher's employment is terminated or a Teacher or Kindergarten Teacher resigns prior to the end of term 4 in any School Year, or a Teacher or Kindergarten Teacher is employed for part only of a School Year, the Teacher or Kindergarten Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\left\{ \frac{\text{Number of weeks of an Employee's Attendance}}{\text{Total number of term weeks at the School}} \right\} \times \text{Non Attendance Time} - \text{Non Attendance time weeks already taken}$$

42.5 Annual Leave

- (a) Annual Leave is in accordance with the NES. This clause supplements NES provisions.
- (b) A Teacher or Kindergarten Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- (c) A Teacher or Kindergarten Teacher must take an amount of annual leave during each of the shutdown periods following the end of Term 1, 2, 3 and 4. The shut down period may differ for individual Teachers or Kindergarten Teachers, depending on work commitments and activities.
- (d) A Teacher or Kindergarten Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.
- (e) A Teacher or Kindergarten Teacher will take all accrued annual leave during the shut down period.

42.6 Notice of Termination

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

42.7 Notice of termination by Employer

- (a) Subject to clause 42.7(e), where the Employer wishes to terminate the employment of a Teacher or Kindergarten Teacher (other than a casual), where the Teacher or Kindergarten Teacher has had five or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.
- (b) Subject to clause 42.7(e), where the Employer wishes to terminate the employment of a Teacher, where the Teacher or Kindergarten Teacher has had six months' continuous service but less than five years' 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.
- (c) Where the Employer wishes to terminate the employment of a Fixed Term Teacher or Kindergarten Teacher, who is replacing another Teacher or Kindergarten Teacher on parental leave, the Employer will give the Fixed Term Teacher 4 weeks' notice if the Teacher or Kindergarten Teacher being replaced provides notice to the Employer pursuant to clause 28 that the Teacher or Kindergarten Teacher being replaced wishes to return from parental leave.

- (d) Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1A and 1C (if applicable) that a Teacher or Kindergarten Teacher would have received by working during the notice period if the Teacher's or Kindergarten Teacher's employment had not been terminated.
- (e) The notice periods in this clause do not apply where the Teacher or Kindergarten Teacher is guilty of serious misconduct.

42.8 Notice of termination by Teacher or Kindergarten Teacher

A Teacher or Kindergarten 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.

43 WITHHOLDING OF MONIES

- 43.1 If an Employee fails to give the required notice upon termination of employment, the Employer may, to the extent permitted by law, withhold from any monies due to the Employee on termination under this Agreement, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause, less any period of notice actually given by the Employee and up to a maximum of 2 weeks.

44 STATEMENT OF SERVICE

Upon termination of employment of a Teacher or Kindergarten Teacher, the Employer will provide upon request of the Teacher or Kindergarten Teacher, a statement of service setting out:

- (a) the commencement and cessation dates of employment; and
- (b) for a casual Teacher or Kindergarten Teacher, the number of days worked by the Teacher during the period of employment.

45 JOB SEARCH ENTITLEMENT

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

46 ATTENDANCE AT SCHEDULED MEETINGS

- 46.1 It is an expectation that all Teachers or Kindergarten Teachers attend scheduled meetings on their timetabled days.
- 46.2 Part time Teachers or Kindergarten Teachers are encouraged to attend scheduled meetings whenever possible and in particular the student free days at the commencement of Terms 1 and 3 and at the end of Term 4. However, it is understood that part time Teachers or Kindergarten Teachers may not always be able to attend on days they do not normally work at the School. When part time Teachers or

Kindergarten Teachers are unable to attend, they are required to notify the Head of Section or relevant Coordinator in advance and seek minutes of meetings to ensure they are alert to all matters.

46.3 If a part time Teacher attends a meeting, as directed by their Head of Section and on days they are not normally timetabled to attend, they will be paid at the appropriate casual rate.

46.4 In the event of a particular meeting that the school deems essential but is scheduled on a day that a Teacher or Kindergarten Teacher does not normally work at the School, the Head of Section will discuss the circumstances in advance with the teacher, to try and reach a mutually acceptable outcome.

47 SCHOOL ASSISTANTS

47.1 Classifications and Salary

- (a) Schedule 2A sets out the classification structure for a School Assistant.
- (b) Schedule 2B sets out the salary scale for a School Assistant entitled to School Holidays.
- (c) Schedule 2C sets out the salary scale for a School Assistant entitled to four weeks' annual leave.
- (d) To the extent necessary, the Employer and the School Assistant agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months.

47.2 Hours of Work

The ordinary hours of work for a School Assistant are an average of 38 hours per week averaged over a period of 4 weeks.

47.3 Span of hours

The ordinary hours of work will be worked on no more than 5 days in any 7 days and may be worked on any day from Monday to Friday between 7.00 am and 6.00 pm. Where there is mutual agreement between the Employer and a School Assistant or Kindergarten Assistant, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

A part-time Kindergarten Assistant or School Assistant that works additional authorised hours than those hours set out in writing in accordance with clause 15.2(b) will be paid for those additional authorised hours at the applicable casual hourly rate of pay for their classification under the Agreement.

47.4 Annual Leave

- (a) Annual Leave is in accordance with the NES. This clause supplements NES provisions.

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

47.5 School Holidays

- (a) A School Assistant is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.
- (b) The salary for a School Assistant in Schedule 2B takes this period of additional leave into account.
- (c) A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- (d) A School Assistant who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right\} - \text{School holidays already paid}$$

47.6 Notice of Termination

- (a) Where the Employer wishes to terminate the employment of a School Assistant, 4 weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- (b) Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B or 2C that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.
- (c) A School Assistant must provide the Employer with a minimum of 4 weeks' notice in writing. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- (d) In addition to the period of notice specified in 42.5(a), 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.
- (e) The notice period in 47.6(a) and 47.6(c) does not apply where the School Assistant is guilty of serious misconduct.

47.7 Statement of Service

Upon termination of employment of a School Assistant, the Employer will provide upon request of the School Assistant, a statement of service setting out:

- (a) the commencement and cessation dates of employment; and
- (b) for a casual School Assistant, the number of days worked by the School Assistant during the period of employment.

47.8 Job Search Entitlement

Where an Employer has given notice of termination to a School Assistant, a School Assistant 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.

47.9 Overtime

- (a) The Employer and Employee agree in writing that the School will provide time in lieu or overtime as determined by the school for all authorised work performed above 38 hours per week. This excludes any School Assistants with special arrangements (flexibility agreement) who are already compensated with higher rates of pay or allowances for specific out of hours duties.
- (b) Overtime taken as time in lieu during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Any time in lieu of overtime payment not taken must be paid out on termination of employment.

47.10 Overtime rates

- (a) Overtime rates are as follows:

Time worked	overtime rate
Monday-Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that.
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that.
Sunday	200% of the ordinary hourly rate of pay
Public Holidays	250% of the ordinary hourly rate of pay
- (b) Overtime will be calculated daily.

47.11 Saturday and Sunday Work

A School Assistant required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

- (a) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
- (b) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

The penalty rates within this clause and in clause 47.10 (overtime) are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

47.12 Make up time

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

48 KINDERGARTEN ASSISTANT

48.1 Classifications and Salary

- (a) Schedule 3 sets out the classification structure and salary scale for a Kindergarten Assistant.
- (b) To the extent necessary, the Employer and the Kindergarten Assistant agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months.

48.2 Annual Leave

- (a) Annual Leave is in accordance with the NES. This clause supplements NES provisions.
- (b) A Kindergarten Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- (c) A Kindergarten 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 Kindergarten Assistant works.

48.3 On Call Period

- (a) A Kindergarten Assistant is entitled to an additional 2 weeks per year on full pay where the Kindergarten Assistant shall be on call and ready, willing and able to perform Kindergarten related work during their ordinary hours if required.
- (b) The School will attempt to operate flexibly and to arrange any such work at a time convenient to the Kindergarten Assistant and will in the first instance consider times that immediately follow the end of a term, or immediately precede the beginning of a term.
- (c) The School recognises that it is uncommon to require a Kindergarten Assistant to work during the School Holidays and it will not refuse reasonable requests

form a Kindergarten Assistant to be unavailable at times during the School Holidays.

- (d) Unless there are extenuating circumstances, the School will provide reasonable notice to be on call.

48.4 Hours of Work

The ordinary hours of work for a Kindergarten Assistant are an average of 38 hours per week averaged over a period of 4 weeks.

48.5 Notice of Termination

- (a) Where the Employer wishes to terminate the employment of a Kindergarten Assistant, 4 weeks' notice in writing, or full payment in lieu, will be provided to the Kindergarten Assistant.
- (b) Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 4 that a Kindergarten Assistant would have received by working during the notice period if the Kindergarten Assistant's employment had not been terminated.
- (c) A Kindergarten Assistant must provide the Employer with a minimum of 4 weeks' notice in writing.
- (d) In addition to the period of notice specified in 48.5(a), a Kindergarten 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.
- (e) The notice period in 48.5(a) and 48.5(c) does not apply where the Kindergarten Assistant is guilty of serious misconduct.

48.6 Withholding of Monies

If an Employee fails to give the required notice upon termination of employment, the Employer may, to the extent permitted by law, withhold from any monies due to the Employee on termination under this Agreement, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause, less any period of notice actually given by the Employee and up to a maximum of 1 week.

48.7 Overtime rates

- (a) Overtime rates are as follows:

Time worked	overtime rate
Monday-Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that.

Saturday 150% of the ordinary hourly rate of pay for the first 3 hours
and 200% of the ordinary hourly rate of pay after that.

Sunday 200% of the ordinary hourly rate of pay

Public Holidays 250% of the ordinary hourly rate of pay

(b) Overtime will be calculated daily

48.8 Saturday and Sunday Work

A Kindergarten Assistant required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

(a) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and

(b) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

The penalty rates within this clause and in clause 48.7 (overtime) are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

Executed as an Agreement this 14 day of DECEMBER 2022.

Signed for and on behalf of:

Penleigh and Essendon Grammar School
ABN 49 006 038 071 ACN 49 006 038 071


Principal

Full name:

KATE DULLARD

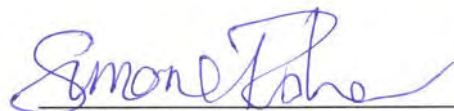
Address:

163 RACHELLE RD, KEILOR EAST 3033

Authority to sign

EMPLOYER REPRESENTATIVE

In the presence of:


WITNESS SIMONE FISHER

Penleigh and Essendon Grammar School
Employees as represented by:

Alex Scott
NAME IN PRINT

Address:

163 RACHELLE RD KEILOR EAST 3033

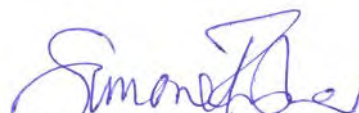
Authority to sign

Staff representative / Teacher

Signature:



In the presence of:


WITNESS SIMONE FISHER

Schedule 1A – Teacher and Kindergarten Teacher classification, progression and rates of pay

A full time Teacher or Kindergarten Teacher will be paid not less than the following annual rate of pay according to classification and years of experience. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

Level	Current Teacher rates	Effective on or after the first pay period from:			
		4.5% 19 Dec 22	3% 1 Oct 23	3% 1 Oct 24	3% 1 Oct 25
Level 11	\$115,649	\$120,853	\$124,479	\$128,213	\$132,060
Level 10	\$111,923	\$116,960	\$120,468	\$124,082	\$127,805
Level 9	\$108,197	\$113,066	\$116,458	\$119,952	\$123,550
Level 8	\$104,474	\$109,175	\$112,451	\$115,824	\$119,299
Level 7	\$100,748	\$105,282	\$108,440	\$111,693	\$115,044
Level 6	\$97,025	\$101,391	\$104,433	\$107,566	\$110,793
Level 5	\$93,299	\$97,497	\$100,422	\$103,435	\$106,538
Level 4	\$89,576	\$93,607	\$96,415	\$99,308	\$102,287
Level 3	\$85,851	\$89,714	\$92,406	\$95,178	\$98,033
Level 2	\$82,125	\$85,821	\$88,395	\$91,047	\$93,779
Level 1	\$78,401	\$81,929	\$84,387	\$86,919	\$89,526

NOTE: Leave loading not included in this table

Teacher salary table with annual leave loading included:

Level	Current rate with leave loading	Effective on or after the first pay period from:			
		4.5% 19 Dec 2022*	3% 1 Oct 23*	3% 1 Oct 24*	3% 1 Oct 25*
Level 11	\$117,200	\$122,474	\$126,149	\$129,933	\$133,831
Level 10	\$113,424	\$118,529	\$122,084	\$125,747	\$129,519
Level 9	\$109,648	\$114,583	\$118,020	\$121,561	\$125,208
Level 8	\$105,876	\$110,640	\$113,959	\$117,378	\$120,899
Level 7	\$102,100	\$106,694	\$109,895	\$113,192	\$116,587
Level 6	\$98,327	\$102,751	\$105,834	\$109,009	\$112,279
Level 5	\$94,551	\$98,805	\$101,770	\$104,823	\$107,967
Level 4	\$90,778	\$94,863	\$97,709	\$100,640	\$103,659
Level 3	\$87,003	\$90,918	\$93,645	\$96,455	\$99,348
Level 2	\$83,227	\$86,972	\$89,581	\$92,269	\$95,037
Level 1	\$79,453	\$83,028	\$85,519	\$88,085	\$90,727

**NOTE: Pay table with annual leave loading included*

1 Teachers' Progression

- 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 1 and progress to Level 11 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.
- 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.

2 Permission to Teach Teachers' Progression

- 2.1 A Permission to Teach Teacher will be paid not less than Level 1.
- 2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite

qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

3. Acceleration

3.1 A Teacher shall be entitled to advance up the incremental scale by one level if they have successfully completed a Master's Degree or its equivalent or higher, in a relevant course of study as approved by the Principal.

3.2 Where a Teacher obtains a second or subsequent master's degree or its equivalent or higher, in a relevant course of study as approved by the Principal, they shall be entitled to advance a further pay level in the following pay period, in accordance with the provisions of this clause.

3.3 It is a requirement that the Teacher notifies the Employer in writing that they have successfully completed the additional qualification together with production of satisfactory evidence to this effect.

3.4 Incremental progression in accordance with the provisions of this clause shall not pre-date the date on which the notification to the Principal was made.

4 Casual Teacher rate:

4.1 A Casual Teacher will be paid not less than the rates of pay as follows:

Full Day	Half Day	Hourly
\$422.85	\$211.42	\$55.64

4.1.1 These rates will be increased in line with salary increases.

4.2 A casual teacher working more than 15 consecutive days will be paid at the appropriate salary for the classification specified in Schedule 1A, calculated in accordance with the table below:

Full day: Weekly rate calculated by dividing the annual teacher rate by 52.18, divided by 5 plus 25%.

Half day: Weekly rate calculated by dividing the annual rate by 52.18, divided by 10, plus 25%.

Quarter day: Weekly rate calculated by dividing the annual rate by 52.18, divided by 20, plus 25%.

Schedule 1B – Teacher Position of Responsibility Structure

- 1.1. A responsibility allowance will be paid to a teacher where the school requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Principal.
- 1.2. An allowance is linked to a position of responsibility rather than tied to an individual teacher and paid for the time that the individual is required in the position of responsibility.
- 1.3. Positions of responsibility will be made available in accordance with school requirements.
- 1.4. Positions of Responsibility (PORs) at levels below Deputy Head of Section or equivalent will generally be tenured for four years. Positions of Responsibility may be appointed for periods of less than four years where
 - (a) it is a temporary replacement position; or
 - (b) for a specified fixed term requirement
 - (c) project based requirements
- 1.5. The school will advertise all positions of responsibility, except when positions occur at very short notice or are short-term temporary appointments.
- 1.6. Position descriptions will be made available to staff as positions are advertised, with the level stated wherever a position of responsibility applies.
- 1.7. Responsibility allowances will be determined by level of responsibility undertaken. The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows:

Level 1:

Level 1 is provided for positions of responsibility involving either shared positions of responsibility, or roles with lower levels of coordination or leadership.

Example:

- Subject Coordinator role (small)
- Shared Level 2 role

Level 2:

Level 2 is provided for positions of responsibility such as responsibility for the management of a subject or an administrative, pastoral care or educational leadership position of equivalent status

Example:

- Subject Coordinator (medium)
- Program Coordinator (eg Niners)
- Student Coordinator
- Shared Level 3 role

Level 3:

Level 3 is provided for positions of significant responsibility such as responsibility for the management of a major department or an administrative, pastoral care or educational leadership position of equivalent status.

Example:

- Primary Year Level Coordinator
- Secondary Year Level Coordinator
- Subject Coordinator (large)

The School is committed to creating new Positions of Responsibility over the life of this Agreement to provide staff with further opportunities and to recognise staff contributions in supporting teaching and learning and care and wellbeing. To this end, the following commitments are made:

In 2023, up to 20 new PORs will be created as follows:

- 4-year tenured PORs. Position descriptions will be developed by the School to meet the needs of each role and to differ according to the Section's needs.

The school commits to developing the following PORs for Leadership of Teaching and Learning:

- 2 x leadership roles (pedagogy) at: Larkin Centre;
 - 2 x leadership roles (pedagogy) at: Gottliebse House
 - 2 x leadership roles (pedagogy) at: McNab House
 - 2 x leadership roles (pedagogy) at: Junior School (girls)
 - 2 x leadership roles (pedagogy) at: Junior School (boys)
 - 1 x leadership role (pedagogy) at the Kindergartens
 - 1 x leadership role (pedagogy) at the Music Department
-
- 3-year tenured PORs to lead a project within the section (eg. student voice)
 - 1 x leadership roles (Needs-based) at: Larkin Centre;
 - 1 x leadership roles (Needs-based) at: Gottliebse House
 - 1 x leadership roles (Needs-based) at: McNab House
 - 1 x leadership roles (Needs-based) at: Junior School (girls)

- 1 x leadership roles (Needs-based) at: Junior School (boys)
- 1 x leadership role (Needs-based) at the Kindertartens
- 1 x leadership role (Needs-based) at the Music Department

These new PORS for 2023 will be set at Level 2, with no time allowance.

In 2024: up to 10 new PORs (details to be as determined by the School)

In 2025: up to 10 new PORs (details to be as determined by the School)

Schedule 1C – Teacher Position of Responsibility Rates Of Pay

Position of responsibility allowances

The School will pay not less than the following allowances to teachers filling positions designated at the following levels:

Effective on or after the first pay period from:					
PORS	Current	4.5% 19 Dec 2022	3% 1 Oct 23	3% 1 Oct 24	3% 1 Oct 25
Level 3	\$10,853	\$11,341	\$11,682	\$12,032	\$12,393
Level 2	\$6,641	\$6,940	\$7,217	\$7,434	\$7,657
Level 1	\$3,322	\$3,471	\$3,610	\$3,719	\$3,830

Positions of Responsibility at Deputy Head of Section or equivalent levels including Senior Year 11 and Year 12 Coordinators and Deputy Director of Music or higher are paid an allowance above Level 3, at rates as determined by the Principal and as offered and agreed to at the time of appointment.

Schedule 2A - School Assistant Classifications

Positions for ancillary staff employed in libraries, laboratories, audio-visual duties, and as teacher aides will be classified in accordance with the following criteria.

With the exception of Grade 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as "typical" at each of the grades. A position need not involve all the duties listed as "typical" of the grade nor are the typical duties the only ones which may be required.

Upon engagement, an employer will inform a school assistant of the classification grade and the rate of pay applying to that classification.

Grade 1

Positions

Positions for which qualifications are not required:

- Learning Assistant/Integration aide
- library assistant
- laboratory assistant
- audio visual assistant

Characteristics

It is characteristic of this classification that the school assistant may be required to perform any combination of a wide range of routine functions under reasonably direct supervision but may, after gaining experience, exercise some degree of autonomy and exercise discretion.

Typical duties

The duties of positions at this level may include some or all of the following:

Library Assistant:

Provision of general assistance of a supportive nature for professional and para-professional library staff including:

- processing books (marking, covering, repairing and shelving)
- sorting catalogue cards
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying

Audio-Visual Assistant

Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio and video recording.

Laboratory Assistant

Routine tasks including:

- simple maintenance of equipment and materials
- care of fauna and flora
- setting up less complex experiments such as are typically conducted at years 7-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

Learning Assistant/Integration Aide

Provision of general assistance of a supportive nature for teaching staff as directed including:

- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities eg. pupil records, collections etc
- collect and distribute stock and equipment
- assist teachers with care of children on school excursions, sports days, and other out of classroom activities.
- provide support for toileting and basic care to individual students with special needs, as required

Grade 1A

Characteristics

It is characteristic of this classification that the school assistant may be required to perform any combination of a wide range of routine functions under routine supervision but will exercise some degree of autonomy and will exercise discretion.

School Assistants will have at least 5 years of relevant experience and a relevant post-secondary qualification at Certificate III level or above.

Grade 2

Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification, but could also be gained from on the job relevant experience considered equivalent by the employer.

Positions

- library technician

- laboratory technician
- technology technician

Characteristics

It is characteristic of this classification that the school assistant may be required to perform any combination of a wide range of functions under direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.

Typical duties

In addition to some or all Grade 1 duties, the duties of positions at this level may include some or all of the following:

Library Technician

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- under direction, assist teaching staff to take story groups
- searching and identifying fairly complex bibliographic material
- simple copy cataloguing
- filing catalogue cards
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

Technology Technician

Performing responsible tasks associated with the efficient operation of an audio-visual section and supporting IT, including such tasks as:

- operating and maintaining a wide range of AV and IT equipment
- demonstrating and explaining the operation of AV and IT equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc
- evaluating and making recommendations for purchase

Laboratory Technician

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- manufacturing and servicing 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 Head of Department for the security of bacterial, viral or other like substances
- ordering supplies and materials

Grade 3

Positions, the duties of which require, in addition to the knowledge and skills required at Grade 2 level, additional experience or knowledge such as would normally be gained from the completion of an additional year of post-secondary qualification but could also be gained from on the job relevant experience considered equivalent by the employer.

Positions

- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- senior technology technician

Characteristics

It is an essential characteristic of a School Assistant at this classification level that such School Assistant is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of a school assistant classified as a school assistant Grade 1, 1A or 2.

Typical duties

In addition to some duties specified for lower level positions, the duties of positions at this level may include some or all of the following:

Senior Library Technician/Cataloguer

Performing responsible tasks associated with the efficient operation of a library such as:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- in-charge of an identifiable functional unit (eg. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

Senior Technology Technician

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

- production of resource material, eg. multi media kits, video and film clips
- teaching skills to teachers and individual students
- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

Senior Laboratory Technician/Laboratory manager

Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:

- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments

- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

Grade 4

Characteristics and duties as for Grade 3, but must be directly supervising at least two full-time staff or at least three staff if any are part-time.

Incremental advancement

Advancement to the next increment within the appropriate Grade will take place on the anniversary of a School Assistant's first appointment or in the case of non-continuous service, after the completion of the equivalent of a school year. A School Assistant employed for 40 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

Service for the purposes of this clause will include all service in any other school at the grade to which the School Assistant is appointed.

Schedule 2B – School Assistant entitled to school holidays salary scale

School Assistant in receipt of school holidays

A full time School Assistant in receipt of school holidays will be paid not less than the following annual rate of pay according to the classification of the position and years of experience. Positions will be classified in accordance with Schedule 2A. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18:

Grade	Years of experience	Current rates	Effective on or after the first pay period from:			
			4.5% 19 Dec 22	3% 1 Oct 23	3% 1 Oct 24	3% 1 Oct 25
1	1	\$52,984	\$55,368	\$57,029	\$58,740	\$60,502
	2	\$54,551	\$57,006	\$58,716	\$60,477	\$62,292
	3	\$56,149	\$58,676	\$60,436	\$62,249	\$64,117
	4	\$57,649	\$60,243	\$62,050	\$63,912	\$65,829
	5	\$59,252	\$61,918	\$63,776	\$65,689	\$67,660
1A	6	\$60,821	\$63,558	\$66,464	\$67,428	\$69,451
2	1	\$62,381	\$65,188	\$67,144	\$69,158	\$71,233
	2	\$63,951	\$66,828	\$68,833	\$70,898	\$73,025
	3	\$65,517	\$68,465	\$70,519	\$72,635	\$74,814
	4	\$67,087	\$70,106	\$72,209	\$74,375	\$76,606
	5	\$68,648	\$71,737	\$73,889	\$76,106	\$78,389
	6	\$70,217	\$73,376	\$75,578	\$77,845	\$80,180
3	1	\$70,217	\$73,376	\$75,578	\$77,845	\$80,180
	2	\$72,095	\$75,339	\$77,599	\$79,927	\$82,325
	3	\$73,992	\$77,322	\$79,642	\$82,031	\$84,492
	4	\$75,894	\$79,309	\$81,688	\$84,139	\$86,663
	5	\$77,770	\$81,270	\$83,708	\$86,219	\$88,806
	6	\$79,653	\$83,238	\$85,735	\$88,307	\$90,956
4	1	\$75,894	\$79,309	\$81,688	\$84,139	\$86,663
	2	\$77,770	\$81,270	\$83,708	\$86,219	\$88,806
	3	\$79,653	\$83,238	\$85,735	\$88,307	\$90,956
	4	\$81,551	\$85,221	\$87,777	\$90,411	\$93,123
	5	\$83,431	\$87,186	\$89,801	\$92,495	\$95,270
	6	\$85,314	\$89,153	\$91,828	\$94,583	\$97,420

NOTE: Leave loading is not included in this table

A casual School Assistant is paid an hourly rate based on the above rate for "Grade 1, Level 1" divided by 52.18, divided by 38 hours and the following formula:

$$\frac{\text{hours worked}}{38 \text{ hours}} \times \text{hourly rate} \times 1.25 \text{ loading.}$$

School Assistant in receipt of school holidays: Table with annual leave loading included

Grade	Years of experience	Current rate with leave loading	Effective on or after the first pay period from:			
			4.5% 19 Dec 2022*	3% 1 Oct 23*	3% 1 Oct 24*	3% 1 Oct 25*
1	1	\$53,694	\$56,111	\$57,794	\$59,528	\$61,313
	2	\$55,283	\$57,770	\$59,504	\$61,289	\$63,127
	3	\$56,902	\$59,463	\$61,247	\$63,084	\$64,977
	4	\$58,422	\$61,051	\$62,883	\$64,769	\$66,712
	5	\$60,047	\$62,749	\$64,631	\$66,570	\$68,568
1A	6	\$61,637	\$64,410	\$66,343	\$68,333	\$70,383
2	1	\$63,218	\$66,062	\$68,044	\$70,086	\$72,188
	2	\$64,809	\$67,725	\$69,757	\$71,849	\$74,005
	3	\$66,396	\$69,384	\$71,465	\$73,609	\$75,817
	4	\$67,987	\$71,046	\$73,177	\$75,373	\$77,634
	5	\$69,569	\$72,700	\$74,881	\$77,127	\$79,441
	6	\$71,159	\$74,361	\$76,592	\$78,889	\$81,256
3	1	\$71,159	\$74,361	\$76,592	\$78,889	\$81,256
	2	\$73,062	\$76,350	\$78,640	\$80,999	\$83,429
	3	\$74,985	\$78,359	\$80,710	\$83,131	\$85,625
	4	\$76,912	\$80,373	\$82,784	\$85,268	\$87,826
	5	\$78,814	\$82,360	\$84,831	\$87,376	\$89,997
	6	\$80,722	\$84,354	\$86,885	\$89,492	\$92,176
4	1	\$76,912	\$80,373	\$82,784	\$85,268	\$87,826
	2	\$78,814	\$82,360	\$84,831	\$87,376	\$89,997
	3	\$80,722	\$84,354	\$86,885	\$89,492	\$92,176
	4	\$82,645	\$86,364	\$88,955	\$91,624	\$94,372
	5	\$84,551	\$88,355	\$91,006	\$93,736	\$96,548
	6	\$86,459	\$90,349	\$93,060	\$95,852	\$98,727

***NOTE: Pay table with annual leave loading included**

Schedule 2C – School Assistant entitled to annual leave

School Assistant in receipt of annual leave

A full time School Assistant in receipt of annual leave will be paid not less than the following annual rate of pay according to the classification of the position and years of experience. Positions will be classified in accordance with Schedule 2A. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18:

Grade	Years of experience	Current rates	Effective on or after the first pay period from:			
			4.5% 19 Dec 22	3% 1 Oct 23	3% 1 Oct 24	3% 1 Oct 25
1	1	\$62,121	\$64,917	\$66,864	\$68,870	\$70,936
	2	\$63,957	\$66,835	\$68,840	\$70,905	\$73,033
	3	\$65,835	\$68,797	\$70,861	\$72,987	\$75,177
	4	\$67,592	\$70,634	\$72,753	\$74,936	\$77,184
	5	\$69,472	\$72,598	\$74,776	\$77,020	\$79,330
1A	6	\$71,311	\$74,520	\$76,756	\$79,059	\$81,430
2	1	\$73,139	\$76,430	\$78,723	\$81,085	\$83,518
	2	\$74,979	\$78,353	\$80,704	\$83,125	\$85,619
	3	\$76,816	\$80,273	\$82,681	\$85,162	\$87,716
	4	\$78,657	\$82,197	\$84,663	\$87,203	\$89,819
	5	\$80,489	\$84,111	\$86,635	\$89,234	\$91,911
	6	\$82,329	\$86,034	\$88,615	\$91,274	\$94,012
3	1	\$82,329	\$86,034	\$88,615	\$91,274	\$94,012
	2	\$84,528	\$88,332	\$90,982	\$93,712	\$96,523
	3	\$86,754	\$90,658	\$93,378	\$96,179	\$99,064
	4	\$88,985	\$92,989	\$95,779	\$98,652	\$101,612
	5	\$91,184	\$95,287	\$98,146	\$101,090	\$104,123
	6	\$93,392	\$97,595	\$100,523	\$103,538	\$106,645
4	1	\$88,985	\$92,989	\$95,779	\$98,652	\$101,612
	2	\$91,184	\$95,287	\$98,146	\$101,090	\$104,123
	3	\$93,392	\$97,595	\$100,523	\$103,538	\$106,645
	4	\$95,617	\$99,920	\$102,917	\$106,005	\$109,185
	5	\$97,820	\$102,222	\$105,289	\$108,447	\$111,701
	6	\$100,031	\$104,533	\$107,669	\$110,899	\$114,226

Note - leave loading is not included in this table

School Assistant in receipt of annual leave – table with annual leave loading

Effective on or after the first pay period from:

Grade	Years of experience	Current rates with leave loading	4.5% 19 Dec 2022*	3% 1 Oct 23*	3% 1 Oct 24*	3% 1 Oct 25*
1	1	\$62,954	\$65,787	\$67,761	\$69,794	\$71,888
	2	\$64,815	\$67,732	\$69,764	\$71,857	\$74,012
	3	\$66,718	\$69,720	\$71,812	\$73,966	\$76,185
	4	\$68,499	\$71,582	\$73,729	\$75,941	\$78,219
	5	\$70,404	\$73,572	\$75,780	\$78,053	\$80,395
1A	6	\$72,268	\$75,520	\$77,786	\$80,119	\$82,523
2	1	\$74,120	\$77,456	\$79,779	\$82,173	\$84,638
	2	\$75,985	\$79,404	\$81,786	\$84,240	\$86,767
	3	\$77,847	\$81,350	\$83,790	\$86,304	\$88,893
	4	\$79,712	\$83,300	\$85,799	\$88,373	\$91,024
	5	\$81,569	\$85,240	\$87,797	\$90,431	\$93,144
	6	\$83,434	\$87,188	\$89,804	\$92,498	\$95,273
3	1	\$83,434	\$87,188	\$89,804	\$92,498	\$95,273
	2	\$85,662	\$89,517	\$92,203	\$94,969	\$97,818
	3	\$87,918	\$91,874	\$94,630	\$97,469	\$100,393
	4	\$90,179	\$94,237	\$97,064	\$99,976	\$102,975
	5	\$92,407	\$96,565	\$99,462	\$102,446	\$105,520
	6	\$94,645	\$98,904	\$101,871	\$104,927	\$108,075
4	1	\$90,179	\$94,237	\$97,064	\$99,976	\$102,975
	2	\$92,407	\$96,565	\$99,462	\$102,446	\$105,520
	3	\$94,645	\$98,904	\$101,871	\$104,927	\$108,075
	4	\$96,900	\$101,260	\$104,298	\$107,427	\$110,650
	5	\$99,132	\$103,593	\$106,701	\$109,902	\$113,199
	6	\$101,373	\$105,935	\$109,113	\$112,387	\$115,758

*NOTE: Pay table with annual leave loading included

Schedule 3 – Kindergarten Assistant rates of pay

A full time Kindergarten Assistant will be paid not less than the following annual rate of pay according to the years of experience. The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

Grade	Years of experience	Current rates	Effective on or after the first pay period from:			
			4.5% 19 Dec 22	3% 1 Oct 23	3% 1 Oct 24	3% 1 Oct 25
1	1	\$52,984	\$55,368	\$57,029	\$58,740	\$60,502
	2	\$54,551	\$57,006	\$58,716	\$60,477	\$62,292
	3	\$56,149	\$58,676	\$60,436	\$62,249	\$64,117
	4	\$57,649	\$60,243	\$62,050	\$63,912	\$65,829
	5	\$59,252	\$61,918	\$63,776	\$65,689	\$67,660
1A	6	\$60,821	\$63,558	\$65,464	\$67,428	\$69,451

Note - leave loading is not included in this table

A casual Kindergarten Assistant is paid an hourly rate based on “Grade 1, Level 1” divided by 52.18, divided by 38 hours and the following formula:

$$\frac{\text{hours worked}}{38 \text{ hours}} \times \text{hourly rate} \times 1.25 \text{ loading.}$$

Progression to other grades is not automatic and is dependent upon meeting the requirements of the position.

Kindergarten Assistant table with leave loading included

Grade	Years of experience	Current rates with leave loading	Effective on or after the first pay period from:			
			4.5% 19 Dec 2022*	3% 1 Oct 23*	3% 1 Oct 24*	3% 1 Oct 25*
1	1	\$62,954	\$65,787	\$67,761	\$69,794	\$71,888
	2	\$64,815	\$67,732	\$69,764	\$71,857	\$74,012
	3	\$66,718	\$69,720	\$71,812	\$73,966	\$76,185
	4	\$68,499	\$71,582	\$73,729	\$75,941	\$78,219
	5	\$70,404	\$73,572	\$75,780	\$78,053	\$80,395
1A	6	\$72,268	\$75,520	\$77,786	\$80,119	\$82,523

***NOTE: Pay table with annual leave loading included**

Kindergarten Assistant Classification

Grade 1

Characteristics

It is characteristic of this classification that the Kindergarten Assistant may be required to perform any combination of a wide range of routine functions under reasonably direct supervision but may, after gaining experience, exercise some degree of autonomy and exercise discretion.

Typical duties

The duties of positions at this level may include some or all of the following:

- Assisting in the implementation of the kindergarten program under supervision of the teacher
- Assisting in the implementation of daily care routines
- Being aware of and assisting with the maintenance of health and safety of children in their care
- Understanding and following policies and procedures relating to the kindergarten program
- Preparing food, cleaning and general set up and maintenance of kindergarten program equipment, in accordance with safe and hygienic practices
- Establishing relationships and interacting with children
- Attending to the physical social and emotional needs of children on an individual or group basis

Grade 1A

Characteristics

It is characteristic of this classification that the Kindergarten Assistant may be required to perform any combination of a wide range of routine functions under routine supervision but will exercise some degree of autonomy and will exercise discretion.

Kindergarten Assistants will have at least 5 years of relevant experience and are required to hold a relevant post-secondary qualification at Certificate III level or above.

**Penleigh and Essendon Grammar School (Teacher, Kindergarten Teacher,
Kindergarten Assistant and School Assistant Staff) Agreement 2022**

UNDERTAKINGS

Pursuant to section 190 of the *Fair Work Act 2009* (Cth), Penleigh and Essendon Grammar School Limited (**the Employer**), gives the following undertaking with respect to the *Penleigh and Essendon Grammar School (Teacher, Kindergarten Teacher, Kindergarten Assistant and School Assistant Staff) Agreement 2022 (the Agreement)*:

1. The following shall apply for School Assistants and Kindergarten Assistants:

Unpaid meal break

- 1.1 The 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 5 hours on a day. Such meal break will start no later than 5 hours after the employee commenced work on that day.

Rest break

- 1.2 An employee is entitled to a rest break of 10 minutes for each period of 3 hours worked, with a maximum of 2 rest breaks per shift.
- 1.3 Where the employee has an entitlement to 2 rest breaks, in place of the two 10 minute rest breaks:
- a) the Employer and the Employee may agree to one rest break of 20 minutes; or
 - b) the Employer may require one rest break of 20 minutes, where the Employee is engaged in classroom support services.
- 1.4 A rest break:
- a) will be counted as time worked;
 - b) will be taken at a time suitable to the Employer; and
 - c) will not be taken adjacent to a meal break, unless the Employee and the Employer agree.

2. The following shall apply for Teachers:

The Casual Teacher rate at Schedule 1A, clause 4.1 shall be amended to:

A Casual Teacher will be paid not less than the rates of pay as follows:

Full Day	Half Day	Hourly
\$423.85	\$211.93	\$55.77

Signed for and behalf of the Employer:

Signature:

A handwritten signature in black ink that reads "Kate Dullard". The signature is written in a cursive style with a large initial 'K'.

Kate Dullard

Full Name

Principal

Position

Date: 12 January 2022