



## DECISION

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

**The Plenty Valley Montessori School Association T/A Plenty Valley  
International Montessori School**  
(AG2020/3962)

### **PLENTY VALLEY INTERNATIONAL MONTESSORI SCHOOL AGREEMENT 2020 – 2023**

Educational services

DEPUTY PRESIDENT MASSON

MELBOURNE, 21 JANUARY 2021

*Application for approval of the Plenty Valley International Montessori School Agreement  
2020 – 2023.*

[1] An application has been made for approval of an enterprise agreement known as the *Plenty Valley International Montessori School Agreement 2020 – 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Plenty Valley Montessori School Association T/A Plenty Valley International Montessori 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. 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.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Independent Education Union 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 January 2021. The nominal expiry date of the Agreement is 30 January 2023.



DEPUTY PRESIDENT

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## Annexure A

### IN THE FAIR WORK COMMISSION

**FWC Matter No.:**  
AG2020/3962

**Applicant:**  
The Plenty Valley Montessori School Association T/A Plenty Valley International Montessori School

### Undertaking- section 190

I, Janis Coffey, Principal of The Plenty Valley Montessori School Association T/A Plenty Valley International Montessori School give the following undertaking with respect to the *Plenty Valley International Montessori School Agreement 2020 – 2023* ("the Agreement"):

1. I have the authority given to me by The Plenty Valley Montessori School Association T/A Plenty Valley International Montessori School to provide this undertaking in relation to this application before the Fair Work Commission.
2. The Plenty Valley Montessori School Association T/A Plenty Valley International Montessori School undertakes that part-time shiftworkers and casuals will not be engaged to work on a Saturday in isolation.

**Employer name:** Janis Coffey on behalf of The Plenty Valley Montessori School Association T/A Plenty Valley International Montessori School

**Authority to sign:** Principal

**Signature:** 

**Date:** 18 January 2021

**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.**



## **Plenty Valley International Montessori School Agreement 2020 - 2023**

**Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.**

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

### **1 TITLE**

This Agreement is to be known as the Plenty Valley International Montessori School Agreement 2020 – 2023– (the Agreement) and is a single enterprise agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth) (the Act).

### **2 ARRANGEMENT**

This Agreement is arranged as follows.

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

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

- 3.1** Where the Agreement passes the Better Off Overall Test, the Agreement will be operative from the seventh day after being approved by the Fair Work Commission, in accordance with s.54 of the Act.
- 3.2** The nominal expiry date of the Agreement is 31 January 2023.

## 4 PARTIES COVERED

### 4.1 This Agreement covers:

- i. the Employer; and
- ii. Employees employed as:
  - a. Teachers;
  - b. School Services Employees

as defined by cl.6 (Definitions).

This Agreement does not cover:

- iii. Principal or Deputy Principal, by whatever name called
- ii. a Business Manager, by whatever name called.

### 4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3 and 4 of this Agreement apply to Employees as specified.

## 5 RELATIONSHIP TO AWARDS

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

## 6 DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor(s)
Administration services	means where the principal duties are in the functional areas of school business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management
Attendance Time	means all days of the School Year less the Non-Term Weeks
Award	means the following: <ul style="list-style-type: none"><li>• <i>Educational Services (Teachers) Award 2020</i> and</li><li>• <i>Educational Services (Schools) General Staff Award 2020</i></li></ul> or successor awards, unless separately specified
Casual Employee	means an Employee employed pursuant to clause 13.5 of this Agreement
Continuous Service	means service during School Term Weeks and Non-Term Weeks, where applicable, and all service for which paid leave was applicable. Paid leave includes personal/carer's leave, infectious diseases leave, compassionate



	leave, long service leave, examination leave, qualification conferral leave, paid parental leave and leave during which accident make-up payments are being received by the Employee. Periods of unpaid leave are not included, except at the discretion of the Employer, however periods of unpaid leave do not break the Employee's continuous employment
Cycle	means Cycles 1, 2 and/or 3 of the Montessori educational program of the School
FWC	means the Fair Work Commission or its successor
Day	a day means 7.5hrs
Due Process	means the process to be followed when the Employer is performance managing an Employee
Early learning services	Means a School Services Employee whose principal duties are to work with children: <ul style="list-style-type: none"> <li>• in the babies and toddlers program</li> <li>• in the three- and four year old kindergarten program</li> </ul> in a playgroup program for children aged 0 – 3 years
Employee	means an employee of the Employer covered by this Agreement
Employer	means the Plenty Valley Montessori School Association ABN: 13005235647
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Fixed Term Employee	means an Employee employed pursuant to cl.13.4 of this Agreement
Full Time Employee	means an Employee employed pursuant to cl.13.2 of this Agreement
Immediate Family	means <ul style="list-style-type: none"> <li>• spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife, whether of the same sex or opposite sex, on a bona fide domestic basis, although not legally married to the Employee; and</li> </ul>



	child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), a parent, a grandparent, a grandchild or a sibling of the Employee or spouse or de facto partner of the Employee
Instrumental music services	means services where the principal duties are to provide instrumental music tuition to individual students or small groups of students
NES	means the National Employment Standards under Part 2-2 of Division 2 of the Act
Non-Term Weeks	means weeks in the School Year other than Term Weeks and include periods designated as school holidays for students
Operational services	means services where the principal duties include but are not limited to cleaning, maintenance, gardening, turf management
Part Time Employee	means an Employee employed pursuant to cl.13.3 of this Agreement
Principal	means the Principal of Plenty Valley International Montessori School or the Principal's nominee
Recognised Montessori Qualification	Means a teaching diploma awarded by the Association Montessori Internationale (AMI) or a diploma or graduate diploma awarded by the Montessori World Educational Institute (MWEI)
Registered Health Practitioner	means a person registered as a registered health practitioner under the <i>Health Professions Registration Practitioner Regulation National Law (Victoria) Act 2009</i> (Vic.) (or successor)
School	means Plenty Valley Montessori School Association ABN 13005235647 trading as Plenty Valley International Montessori School
School Services (SS) Employee	means an Employee other than a Teacher who is employed to work in: <ul style="list-style-type: none"> <li>• administration services</li> <li>• early learning services</li> <li>• instrumental music services</li> <li>• operational services</li> <li>• school support services</li> </ul>
School support services	means where the principal duties are: <ul style="list-style-type: none"> <li>• to provide support to teachers in a primary or secondary classroom or to individual students or groups of students</li> <li>• to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre</li> </ul>

	or in in the outside school hours care program (Foundation, Cycle 2 and Cycle 3)
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
Teacher	means an Employee who holds: <ul style="list-style-type: none"> <li>• full or provisional registration (Division 3 or 3A) or</li> <li>• Permission to Teach (Division 4) granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) (or its successor) and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name</li> </ul>
Term Weeks	mean the weeks in the School Year that students are required to attend School and designated student-free days, as set out in the school calendar for the School
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor

## 7 NES

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

- (a) ancillary or supplementary terms in respect of the NES, and
- (b) enterprise-specific detail where it deals with a matter provided for in the NES.

## 8 DISPUTE RESOLUTION PROCEDURE

- 8.1 In relation to any matter arising out of this Agreement or in relation to a term of the NES that may be in dispute ('the matter') between the Employer and an Employee(s) ('the parties') as parties to this Agreement, the parties will undertake the following steps:

### Step 1

Every attempt will 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.

### Step 2

Where the matter is not resolved by Step 1, the Employer or the Employee(s) may each seek the assistance of a representative in order that a further attempt may be made to resolve the matter.

#### Step 3

Where the Employer and the Employee(s) are unable to resolve the matter at Step 2, they may agree to refer it to a mutually acceptable mediator for resolution

#### 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 FWC. The FWC will be empowered to arrange conferences including mediation or conciliation with the parties or their representatives at which the FWC is present to assist the parties to resolve the matter. If mediation/conciliation fails to resolve the matter, the dispute may be resolved by arbitration. The FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective and which it has the power to exercise by law.

- 8.2** While the parties are trying to resolve the dispute using the procedures in this clause, Employees must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety.
- 8.3** The parties may be represented by a representative of their choice during the dispute resolution process.
- 8.4** The matter should not be referred by either party to the FWC prior to the completion of Steps 1 and 2 and 3.
- 8.5** For the avoidance of doubt, the FWC can only deal with disputes under this clause that it is permitted to deal with under the Act.

## **9 CONSULTATION ABOUT MAJOR WORKPLACE CHANGE**

- 9.1** If the Employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must:
  - (a) give notice of the changes to all Employees who may be affected by them and their representatives (if any); and
  - (b) discuss with affected Employees and their representatives (if any):
    - (i) the introduction of the changes; and
    - (ii) their likely effect on Employees; and
    - (iii) measures to avoid or reduce the adverse effects of the changes on Employees; and
  - (c) commence discussions as soon as practicable after a definite decision has been made.
- 9.2** For the purposes of the discussion under cl.9.1(b), the Employer must give in writing to the affected Employees and their representatives (if any) all relevant

information about the changes including:

- (a) their nature; and
- (b) their expected effect on Employees; and
- (c) any other matters likely to affect Employees.

- 9.3** Clause 9.2 does not require the Employer to discuss any confidential information if its disclosure would be contrary to the Employer's interests.
- 9.4** The Employer must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under cl.9.1(b).
- 9.5** In cl.9.1, **significant effects**, on Employees, includes any of the following:
- (a) termination of the employment; or
  - (b) major change in the composition, operation or size of the Employer's workforce or in the skills required; or
  - (c) loss of, or reduction in, job or promotional opportunities; or
  - (d) loss of, or reduction in, job tenure;
  - (e) alteration of hours of work; or
  - (f) the need for Employees to be retrained or transferred to other work or locations; or
  - (g) job restructuring.

## **10 CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK**

- 10.1** This clause applies if the Employer proposes to change the regular roster or ordinary hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.
- 10.2** The Employer must consult with any Employees affected by the proposed change and their representatives (if any).
- 10.3** For the purposes of the consultation, the Employer must:
- (a) provide to the Employees and representatives mentioned in cl.10.2 information about the proposed changes (for example, information about the nature of the change and when it is to begin); and
  - (b) invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 10.4** For the purposes of this clause, the Employer's educational timetable in respect of academic classes and student activities, which:
- (a) may operate on a term, semester or a School Year basis, and
  - (b) ordinarily changes between one period of operation and the next, and
  - (c) may change during the period of operation,
- is not a regular roster and cl.10 does not apply.
- 10.5** However, where a change to the Employer's educational timetable directly results in a change:



- (a) to the number of ordinary hours of work of an Employee, or
- (b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or
- (c) to the days over which the Employee is required to work,  
cl.10 applies.

**10.6** The Employer must consider any views given under cl.10.3(b).

**10.7** Clause 10 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

## **11 CONSULTATIVE COMMITTEE**

### **11.1 Purpose of consultation**

For the purposes of this clause, the following comments made by Smith C. in CPSU, the Community and Public Sector Union v Vodafone Network Pty Ltd (Print PR911257) "*Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker...Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision-making process to be informed, particularly as it may affect the employment prospects of individuals.*"

### **11.2 Membership of the Consultative Committee**

- (a) The Consultative Committee will comprise:
  - (i) the Principal and two (2) nominees of the Principal;
  - (ii) four (4) nominees of the Employees, including at least one (1) Teacher and at least one (1) SS Employee.
- (b) The term of office of a nominated Consultative Committee member, who is an Employee, will be two (2) years from the date of nomination.
- (c) The Principal has the discretion to second an Employee to be a member of the Consultative Committee.

### **11.3 Formation of the Consultative Committee**

- (a) In Term 1 of the School Year, the Principal will:
  - (i) schedule the Term 1 meeting of the Consultative Committee, provided there are four (4) Employees nominated as members;
  - (ii) call for nominations where there are less than four (4) Employees nominated as members; or
  - (iii) call for nominations from Employees to form a Consultative Committee, if a Consultative Committee was not in operation during the previous School Year or there are currently no Employee members.
- (b) The Consultative Committee is formed, and operative, only when four (4) Employees are nominated as members.

#### **11.4 Operation of the Consultative Committee**

- (a) The Chairperson of the Consultative Committee will be the Principal, except where the Principal nominates another person or agrees that the Chairperson can be elected from the Consultative Committee members.
- (b) The Consultative Committee will establish consultative arrangements to deal with:
  - (i) its operational procedures, including a schedule of term meetings;
  - (ii) the treatment of confidential matters
  - (iii) the communication of relevant information, including decisions, to the Employees;
  - (iv) the provision of notes of meetings to Employees.
- (c) The Consultative Committee will meet once per term, unless:
  - (i) a majority of the members of the Consultative Committee determine to meet less frequently than once per term;
  - (ii) the Principal or the four (4) Employee members of the Consultative Committee request an additional meeting during a term.
- (d) For the purposes of facilitating Consultative Committee meetings, where practicable, the Principal should, if requested, provide information that is reasonable and relevant to the matters being considered by the Consultative Committee provided that the Principal will not provide information that is confidential and/or commercially sensitive (as determined by the Principal) or provide information in breach of applicable privacy legislation.

#### **11.5 Role of the Consultative Committee**

- (a) The Consultative Committee provides a forum for discussion, which is open and transparent, with respect to issues of major change such as:
  - (i) matters relating to the implementation of this Agreement;
  - (ii) the development of policies relating to the work of Employees;
  - (iii) Employee workload
  - (iv) meeting schedules
  - (v) extracurricular activities
- (b) The Consultative Committee may make recommendations to the Principal, although the Principal is a member of the Consultative Committee.

#### **11.6 Role of the Principal**

- (a) The Principal, as the Employer's representative, has ultimate administrative and operational responsibility for decisions made at the school level.
- (b) The Principal, who is a member of the Consultative Committee, will consider recommendations made by a majority of the Consultative Committee, but the ultimate decision will be made by the Principal.
- (c) Where the Principal does not agree with the recommendations of the Consultative Committee, the Principal will provide reasons, which will be

recorded in the notes of the Consultative Committee, unless the Principal determines the matter to be confidential.

## **12 INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- 12.1** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under s.172 of the Act; and
  - (b) are not unlawful terms under s.194 of the Act; and
  - (c) result in the Employee being better off overall at the time the agreement is made than the Employee would be if no arrangement was made.
- 12.2** Despite anything else in this Agreement, the Employer and an individual Employee may agree to vary the application of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the Employee and the Employer:
- (a) arrangements for when work is performed; or
  - (b) overtime rates; or
  - (c) penalty rates; or
  - (d) allowances; and
  - (e) annual leave loading;
- 12.3** An agreement must be one that is genuinely made by the Employer and the individual Employee without coercion or duress.
- 12.4** An agreement may only be made after the individual Employee has commenced employment with the Employer.
- 12.5** Where an Employer wishes to initiate the making of an agreement must:
- (a) give the Employee a written proposal; and
  - (b) if the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.
- 12.6** An agreement must result in the Employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 12.7** An agreement must do all of the following:
- (a) state the names of the Employer and the Employee; and
  - (b) identify the Agreement term, or each Agreement term, the application of which is to be varied; and
  - (c) set out how the application of the Agreement term, or each Agreement term, is varied; and
  - (d) set out how the agreement results in the Employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e) state the date that the agreement is to start.
- 12.8** An agreement must be:
- (a) in writing; and



- (b) signed by the Employer and the Employee, and if the Employee is under 18 years of age, by the Employee's parent or guardian.
- 12.9** Except as provided in cl.12.8(b), an agreement must not require the approval or consent of a person other than the Employer and the Employee.
- 12.10** The Employer must keep the agreement as a time and wages record and give a copy to the Employee.
- 12.11** The Employer and the Employee must genuinely agree, without duress or coercion, to any variation of the Agreement provided for by an agreement.
- 12.12** An agreement may be terminated:
  - (a) at any time, by written agreement between the Employer and the Employee; or
  - (b) by the Employer or the Employee, giving 28 days' written notice to the other party.

Note: If the Employer and an Employee agree to an arrangement that purports to be an individual flexibility arrangement under this Agreement term and the arrangement does not meet the requirement set out in s.144 of the act, then the Employee or the Employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the Act).

- 12.13** An agreement terminated as mentioned in cl.12.12b) ceases to have effect at the end of the period of notice required under that clause.
- 12.14** The right to make an agreement under cl.12 is additional to, and does not affect, any other term of this Agreement that provides for an agreement between the Employer and an individual employee.

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

### **13 MODES OF EMPLOYMENT**

#### **13.1 General application**

- (a) The Employer may employ a Full Time Employee, Part Time Employee, Fixed Term Employee or Casual Employee.
- (b) The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

#### **13.2 Full Time Employee**

The Employer may engage an Employee on a full-time basis in accordance with this Agreement.

#### **13.3 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 permanent variation occurs. For a Part Time Teacher, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken.
- (c) A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in cl.13.3(b).
- (d) The pro rata annual salary for a Part Time Teacher 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 23 hours.

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

- (e) A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher
- (f) The Employer cannot vary a Part-time Teacher's teaching load or days of attendance unless:
  - (i) the Teacher consents; or
  - (ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer provides seven term weeks' notice in writing, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven weeks.
- (g) If a Part-time Teacher's hours are increased or decreased, without their consent, by more than 25 per cent over the period of 3 consecutive years, then the Teacher will be entitled to the provisions of cl.30 (Redundancy).

- (h) Where a Part-time Teacher is required by the Principal (in writing) to attend a staff meeting or a professional learning activity on a day that the Teacher does not ordinarily attend, the Teacher will be entitled to payment at the Teacher's ordinary hourly rate for the hours specified in writing.

#### **13.4 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:
  - (i) to replace one or more Employees who are on leave;
  - (ii) to undertake a specified project for which funding has been made available;
  - (iii) to undertake a specified task which has a limited period of operation; or
  - (iv) to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.
- (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:
  - (i) the reason for the fixed nature of the employment;
  - (ii) the date of commencement of the employment;
  - (iii) the benefits which are applicable under this Agreement; and
  - (iv) the rights of any Employee being replaced.
- (d) The termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or earlier in accordance with cl.14 (Minimum employment period) (where applicable), or the appropriate notice of termination provisions in cl.14 or 46 provided that any notice period given does not extend beyond the expiration date of the employment.
- (e) A Fixed Term Employee is not entitled to redundancy entitlements or paid parental leave under this Agreement.

#### **13.5 Casual Employee**

- (a) The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- (b) A Casual Employee, who is not engaged as a Teacher, is entitled to the rate of pay specified in Schedule 2B.4 as applicable. This rate of pay includes a 25 per cent loading in lieu of paid leave entitlements.
- (c) The Employer will engage a Casual Employee:
  - (i) as a Cycle 1, 2 or 3 Teacher for a full day or a half-day

- (ii) as an SS Employee for a minimum of two hours. Except that an SS Employee working in the out of school hours program may satisfy the two-hour minimum engagement by working one hour before school and one hour after school.
- (d) A Casual Employee is not entitled to any of the following benefits under this Agreement:
  - (i) notice of termination of employment
  - (ii) redundancy
  - (iii) remuneration packaging
  - (iv) annual leave
  - (v) Non-Term Weeks
  - (vi) annual leave loading
  - (vii) public holidays
  - (viii) paid personal/carer's leave
  - (ix) paid family and domestic violence leave
  - (x) paid compassionate leave
  - (xi) paid parental leave
  - (xii) accident make-up pay
- (e) A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave, unpaid family and domestic violence leave and long service leave, where eligible.
- (f) The Employer must not employ a Casual Teacher, in such a capacity, for more than fifteen consecutive school days. By mutual agreement, employment may be for up to one School Term, where the days are consecutive.

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

### **14 MINIMUM EMPLOYMENT PERIOD**

- 14.1** An Employee's employment is contingent upon the satisfactory completion of a six-month minimum employment period, as defined by the Act.
- 14.2** If the Employer is to terminate the employment of an Employee during the minimum employment period, then the Employer does not need to provide the relevant notice of termination in cl. 52 and 62 and does not need to comply with cl.46 (Performance and conduct management) or any performance/conduct management policies or procedures in place from time to time.
- 14.3** If the Employer is to terminate the employment of an Employee within the minimum employment period then the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

<u>Employee</u>	<u>Period of Notice</u>
Teacher	7 term weeks

SS Employee            2 weeks

- 14.4** If the Employee is to resign within the minimum employment period, then the Employee is required to give the same notice required of the Employer in cl.14.3 above

**15    REMUNERATION PACKAGING**

- 15.1** Upon receiving a written election for a remuneration packaging arrangement from an 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.

- 15.2** 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.

**16    SUPERANNUATION**

The Employer makes an employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by an Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to NGS Super or a successor fund.

**17    PAYMENT ARRANGEMENTS AND SUMMARY OF ACCRUED LEAVE ENTITLEMENTS**

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

**18    RATES OF PAY FOR 2021 AND 2022**

- 18.1** Salaries are specified in cl.49 and 53 and schedules 1B and 2B of this Agreement.
- 18.2** An Employee shall be paid in accordance with the appropriate classification level specified in schedules 1B and 2B of this Agreement, including any subsequent increases agreed upon in accordance with this Agreement.
- 18.3** All Employees pay rates specified in schedules 1B and 2B will be increased by a minimum annual increase of 1% from the first full pay period commencing on or after 1 December 2021 and on or after 1 December 2022.



- 18.4** The Consultative Committee will meet with the Principal in August of each year (ie August 2021 and August 2022) to engage in consultation to determine if the School will increase the Employees pay rates by more than the requisite minimum of 1% specified in cl.18.3.
- 18.5** Consultation commenced in a particular year, in accordance with this clause, will be finalised by no later than 20 November of that year.
- 18.6** Any decision made by the School will need to take into account a broad number of factors including enrolment levels, financial capacity of the School and broader economic factors affecting fee paying parents. If a salary increase, beyond the minimum 1% increase as specified in clause 18.3 is agreed upon, the salary increase will be paid from the first full pay period commencing on or after 1 December that year. For the avoidance of doubt, an increase agreed upon in accordance with this clause is considered a term of this Agreement.
- 18.7** The salary schedules will be published via the School Intranet, or an equivalent means.

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

### **19.1 NES**

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

### **19.2 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) Personal leave is cumulative
- (c) Under this Agreement, the NES entitlement is increased to 15 days' paid personal/carer's leave for each year of service. For all Full Time Employees, the personal/carer's leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to be paid personal leave on a pro rata basis of the applicable full-time entitlement.
- (d) Paid personal leave is taken by the Employee because of a personal illness or injury.
- (e) Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness or injury, or an unexpected emergency affecting the member. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on the applicable full-time entitlement.

- (f) Where an Employee has exhausted their paid carer's leave entitlement, the Employee can take two days' unpaid carer's leave per permissible occasion. Where the Employee has exhausted their paid carer's leave and unpaid carer's leave entitlements, the Principal may grant further unpaid leave.
- (g) Where the member of an Employee's Immediate Family is ill or injured and requires their care and support, an Employee can request a period of part time work be approved. This would be at the discretion of the Principal.
- (h) 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.

Under the NES, personal/carer's leave accrues progressively during a year of service.

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

## **20 SPECIAL LEAVE (FROM PERSONAL/CARER'S LEAVE ENTITLEMENT)**

### **20.1 Commencement of entitlement**

This clause takes effect from the commencement of the first pay period beginning on or after the date of commencement of this Agreement.

### **20.2 Entitlement**

- (a) A full-time Employee is entitled to three days special leave per year to be taken from an Employee's personal/carer's leave entitlement. An Employee who is employed on a part-time basis and/or who gives service for less than the full School Year will have pro rata of three days' special leave.



- (b) Special leave is approved at the complete discretion of the Principal.
- (c) Whilst an Employee's entitlement to personal/carer's leave accrues each year, an Employee cannot request more than three days special leave per year.

### **20.3 Request for special leave**

An Employee must:

- (a) request special leave in writing and provide the reason for requesting the leave;
- (b) make the request not less than 48 business hours prior to the proposed commencement time of the leave, unless the reason for requesting special leave was not known at this time;
- (c) take special leave as full day or as a half day

### **20.4 Approval of special leave request**

The Employer will grant special leave, as soon as is reasonably practicable, subject to:

- (a) satisfaction of the application requirements; and
- (b) the operational requirements of the workplace for that day or half-day.

Note: Special leave for the purpose of cl.20.5(b) will not be refused for lack of compliance with cl.20.3 and 20.4, provided evidence of the funeral is provided.

### **20.5 Purposes of special leave**

For the purposes of this clause, special leave may be accessed:

- (a) for religious observance
- (b) to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
- (c) for pre-natal appointments, noting that an Employee may access personal/carer's leave under cl.19 (Personal/carer's leave) instead of, and/or in addition to, special leave;
- (d) for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander; or
- (e) as otherwise agreed to by the Employer.

## **21 COMPASSIONATE LEAVE**

### **21.1 NES**

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

### **21.2 Entitlement**

- (a) An Employee may take three 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.

## **22 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE LEAVE**

### **22.1 NES**

Unpaid family and domestic violence leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

### **22.2 Definitions**

In this clause:

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

**family member** means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
  - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (a) A reference to a spouse or de facto partner in the definition of **family member** in clause 22.2(a) includes a former spouse or de facto partner.

### **22.3 Entitlement to paid and unpaid leave**

- (a) Each year, for the purposes of dealing with family and domestic violence, as follows:
  - (i) a full-time Employee is entitled to five days of paid leave
  - (ii) a part-time Employee is entitled to a total of five days of leave comprising paid and unpaid leave. The paid leave entitlement is pro rata of five days of paid leave based on the part-time Employee's ordinary hours of work
  - (iii) a casual Employee is entitled to five days of unpaid leave.

- (b) The entitlement in cl.22.3(a) to deal with family and domestic violence:
- (iv) is available in full at the start of each 12-month period of the Employee's employment; and
  - (v) does not accumulate from year to year.

Note 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

Note 2. The Employer and the Employee may agree that the Employee may take more than five days' leave to deal with family and domestic violence.

Note 3. If, during the period of operation of this Agreement, the NES is amended to provide paid and/or unpaid family and/or domestic violence leave, then the leave entitlement in cl.22.3(a) will be offset against the NES leave entitlement, should this not be prohibited by the NES.

## **22.4 Taking leave**

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

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

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

## **22.5 Service and continuity**

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

## **22.6 Notice and evidence requirements**

### **(a) Notice**

An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:

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

### **(b) Evidence**

An Employee who has given the Employer notice of the taking of leave under cl.22.6(a) must, if required by the Employer, give the Employer

evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in cl.22.4.

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

## **22.7 Confidentiality**

- (a) The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under cl.22.6(b) is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in cl.22.7(a) prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

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

## **22.8 Compliance**

An Employee is not entitled to take leave under this clause unless the Employee complies with this clause.

## **23 INFECTIOUS DISEASES LEAVE**

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

- (a) German measles
- (b) Chickenpox
- (c) Measles
- (d) Mumps
- (e) Scarlet fever
- (f) Whooping cough
- (g) Rheumatic fever, or
- (h) Hepatitis.

**23.2** The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

## **24 PUBLIC HOLIDAYS**

**24.1** Public holidays are provided for in the NES.

**24.2** An Employee is entitled to the following public holidays:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- Melbourne Cup Day, Friday before Grand Final Day or any other day substituted by an Act of Parliament or Proclamation.

**24.3** Public holidays that occur during a period of leave for Employees in accordance with cl.51 and 63 do not create an additional entitlement.

**24.4** The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.

**24.5** An agreement made in accordance with cl.24.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

## **25 PARENTAL LEAVE**

### **25.1 NES**

Parental leave is as provided for in the NES, except where this clause provides ancillary or supplementary terms.

### **25.2 Application**

- (a) Parental leave under the NES applies to an Employee, other than a Casual Employee who is not an eligible casual employee.
- (b) The Employer must not fail to re-engage a Casual Employee because:
  - (i) the Employee or the Employee's spouse is pregnant; or
  - (ii) the Employee is or has been immediately absent on parental leave.
- (c) The rights of the Employer in relation to engagement and re-engagement of a Casual Employee are not affected, other than in accordance with this clause.

### **25.3 Definitions**

For the purposes of this clause:

- (a) **child** is defined by the NES.
- (b) an **eligible casual employee** means a Casual Employee:
  - (i) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and



- (ii) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (c) a **spouse** includes a former spouse, a de facto spouse and a former de facto spouse.

#### **25.4 Basic entitlement**

- (a) An Employee, upon the completion of 12 months of continuous service with the Employer or who is an eligible casual employee, is entitled to up to 24 months' parental leave in relation to the birth or adoption of a child. This entitlement equates to the maximum entitlement available under the NES. This can take the form of:
  - (i) up to 104 weeks of birth-related or adoption-related leave to be responsible for the care of the child; or
  - (ii) concurrent leave of up to eight weeks which may be taken in separate periods but, unless the Employer agrees, two weeks may be taken as single weeks and each subsequent period must not be shorter than two weeks. Unless the Employer agrees, concurrent leave must not start before the date of birth of the child or the day of placement of the child.
- (b) A period of unpaid parental leave does not break the Employee's continuity of employment.

#### **25.5 Payment of parental leave**

- (a) Where an Employee, other than a Casual Employee (including an eligible casual employee), is granted birth-related or adoption-related leave to be responsible for the care of the child in accordance with this Agreement, the Employee will be paid at their ordinary weekly rate of pay for up to 14 weeks from the date of birth or placement of the child.
- (b) An Employee is required to return to work between periods of parental leave for at least the equivalent of four School Terms to qualify for a subsequent payment under this clause.
- (c) An Employee who is not the primary care giver of the child, will be entitled to payment for two weeks of concurrent leave, which may be taken in a single period or in two separate periods at the time of the birth or placement of the child.
- (d) Personal/carer's leave, annual leave (pro rata of four weeks) and long service leave accrue during the period of paid parental leave.
- (e) All other parental leave granted in accordance with this clause and the Agreement will be unpaid.

#### **25.6 Right to request**

- (a) **Additional parental leave**
  - (i) Subject to cl.25.4(a)(i), an Employee entitled to parental leave pursuant to this clause may request the Employer to allow the

Employee to extend the period of parental leave available under cl.25.4, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities.

- (ii) An application under cl.25.6(a)(i) may be made at any time from the time of the initial application for parental leave but must be made not less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

**(b) Request for a flexible working arrangement**

An Employee returning to work from parental leave has a right to request a flexible working arrangement pursuant to s.65 of the Act and cl.26 (Requests for flexible working arrangements) of this Agreement.

**25.7 Communication during parental leave**

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
  - (ii) 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.
- (b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with cl.25.7(a).

**25.8 Pregnant Employee commencing parental leave within six weeks before the birth**

Subject to s.73 of the Act, and unless otherwise agreed between the Employer and the Employee, a pregnant Employee may commence birth-related leave at any time within the six weeks immediately prior to the expected date of birth.

**25.9 Unpaid special maternity leave**

- (a) Unpaid special maternity leave is provided in accordance with s.80 of the Act.
- (b) Where an Employee not then on birth-related leave suffers illness related to her pregnancy, she may take any paid personal/carer's leave



to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.

#### **25.10 Unpaid pre-adoption leave**

- (a) An Employee is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of unpaid leave.
- (b) Where agreement cannot be reached under cl.25.10(a), the Employee is entitled to take up to two days of unpaid leave in accordance with s.85(1) of the Act.
- (c) In accordance with s.85(2) of the Act, where paid leave is available to the Employee, the Employer may direct the Employee to take such leave instead.

### **26 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

**26.1** An Employee may request change in working arrangements

**26.2** This clause applies where an Employee has made a request for a change in working arrangements under s.65 of the [FW Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A). At the time of making this Agreement, the circumstances are where the Employee:

- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger
- (b) is a carer (within the meaning of the Carer Recognition Act 2010);
- (c) is 55 or older
- (d) is experiencing violence from a member of the Employee's family;
- (e) provides 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 the member is experiencing violence from the member's family.

Note 2: The Employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 26 is an addition to s.65.

#### **26.3 Responding to the request**

Before responding to a request made under s.65, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- (a) the needs of the Employee arising from their circumstances;
- (b) the consequences for the Employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The Employer must give the Employee a written response to the Employee's s.65 request within 21 days, stating whether the Employer School grants or refuses the request (s.65(4)).

Note 2: If the Employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

**26.4 What the written response must include if the Employer refuses the request**

- (a) This clause applies if the Employer refuses the request and has not reached an agreement with the Employee under cl.26.2.
- (b) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the Employer and the Employee could not agree on a change in working arrangements under this clause, the written response under s.65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
  - (ii) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

**26.5 What the written response must include if a different change in working arrangements is agreed**

If the Employer and the Employee reached an agreement under cl.26.2 on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

**26.6 Dispute resolution**

Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by this clause, can be dealt with under cl.8 (Dispute resolution procedure).

**27 LONG SERVICE LEAVE**

**27.1 Entitlement**

- (a) An Employee is entitled to long service leave as provided for in the NES, or the LSL Act, as appropriate. This clause provides ancillary or supplementary terms.

- (b) An Employee is entitled to thirteen (13) weeks' long service leave upon the completion of ten (10) years of continuous employment.
- (c) An Employee may access accrued long service leave after the completion of seven (7) years of continuous employment.
- (d) Accrued long service leave will be paid in lieu where an Employee's employment terminates after completing seven (7) years of continuous employment.
- (e) If an Employee dies before taking all the long service leave to which the Employee is entitled, the Employer must pay to the Employee's personal representative the full amount of the long service leave entitlement still owed to the Employee.

#### **27.2 Payment during long service leave**

- (a) 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.
- (b) An Employee, whose time fraction has varied during service, is paid in accordance with the NES, or the LSL Act, as appropriate.

#### **27.3 Timing and taking of long service leave**

- (a) An Employee may apply to take long service leave upon the completion of seven years of continuous employment.
- (b) The period of long service leave for a Teacher will usually be for not less than four term weeks. An application by a Teacher for a shorter period of long service leave will be considered by the Employer.
- (c) The period of long service leave for a SS Employee will be for not less than one day.

#### **27.4 Illness during long service leave**

- (a) Subject to the production of a supporting medical certificate from a Registered Medical Practitioner, an Employee, who becomes ill whilst on long service leave, is entitled to have the period of illness treated as personal leave but only to the extent that the Employee is entitled to personal leave.
- (b) The Employee's long service leave will be extended by the period of illness.
- (c) An exception to cl.27.4(b) is that the Employer and the Employee may agree that the Employee will return from long service leave as planned with the period of illness being re-credited to the Employee's accrued long service leave entitlement.



## **28 LEAVE WITHOUT PAY**

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

## **29 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY**

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

**29.2** If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*, then the Employee accrues entitlements in accordance with the relevant legislation.

(a) Note: for the avoidance of doubt, an Employee is not entitled to any payment or benefit in respect of any Non-Term Weeks (if the Employee is a Teacher or a SS Employee) which fall during the period that the Employee is in receipt of weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*.

## **30 REDUNDANCY**

### **30.1 Definition**

Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job that the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

### **30.2 Redundancy consultation**

Where the Employer has made a definite decision that the Employer no longer wishes the job an Employee has been doing done by anyone and that decision may lead to termination of employment, the Employer will hold discussions in accordance with cl.9 (Consultation about major workplace change) of this Agreement.

### **30.3 Transfer to lower paid duties**

Where an Employee is transferred to lower paid duties because the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by anyone 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.

#### **30.4 Part-time Teacher**

If a Part-time Teacher's hours are decreased, without their consent, by more than 25 per cent over the period of 3 consecutive years, then the Teacher will be entitled to the provisions of cl.30 (Redundancy).

#### **30.5 Severance pay**

The severance payment for an Employee whose employment is terminated because of redundancy will be in accordance with the following scales, which replace the provision in the NES:

If an Employee is under 45 years of age

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay

If an Employee is over 45 years of age

<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	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

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

For the purposes of this clause **continuous service** has the meaning given in cl.6 (Definitions) of this Agreement.

### 30.6 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under cl.30.5 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.

### 30.7 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.

## 31 ANNUAL LEAVE LOADING

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

**31.2** A Teacher who is employed for part only of a School Year is entitled to be paid annual leave loading as follows:

$$17.5\% \times \frac{\text{Working weeks (excluding paid Non Term Weeks)}}{\text{Number of term weeks}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52}$$

**31.3** An SS Employee in receipt of paid Non-Term Weeks who is employed for part only of a School Year is entitled to be paid annual leave loading as follows:

$$17.5\% \times \frac{\text{Working weeks (excluding paid Non Term Weeks)}}{\text{Number of term weeks}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52}$$

**31.4** An SS Employee in receipt of four weeks' annual leave who is employed for part only of a School Year is entitled to be paid annual leave loading as follows:

$$17.5\% \times \frac{\text{Working weeks (excluding paid Non Term Weeks)}}{48} \times 4 \times \frac{\text{Annual Rate of Pay}}{52}$$

**31.5** The Employer will pay annual leave loading to the Employee with the first full 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 December of that

year, or as subsequently varied, by 1.342 per cent.

- 31.6** Upon termination of an Employee's employment an Employee will be paid any accrued but unused annual leave entitlements.

**32 MEAL ALLOWANCE**

The Employer will supply an Employee with a meal should the Employer require the Employee to remain at school continuously until after 7p.m. on any day.

**33 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.

**34 PARKING FEES**

An Employee will be reimbursed for parking fees incurred in the course of approved work related duties as agreed by the Principal.

**35 PROTECTIVE CLOTHING**

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

**36 COMMUNITY SERVICE LEAVE**

**36.1 Community service leave**

Community service leave is provided for in the NES.

**36.2 Jury service leave**

- (a) An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (b) The Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c) The Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (d) The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.



- (e) Subject to cl.36.2(b), (c) and (d), an Employer will reimburse the Employee granted leave pursuant to cl.36.2(a) an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.
- (f) As an alternative to cl.36.2(e), where an Employee prior to proceeding on jury service leave signs a form authorising deduction of an amount equivalent to the jury service payment made by the Court Authorities from the first salary payment following the period of leave, the Employer will pay the Employee's normal salary to the Employee during the period of jury service.

**37 EXAMINATION LEAVE**

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

**38 QUALIFICATION CONFERRAL LEAVE**

An Employee will be granted leave with pay for up to one day for the purpose of course of study.

**39 SABBATICAL LEAVE**

An Employee is entitled to apply to the Employer to participate in an agreed sabbatical leave arrangement. The Principal may grant such leave as a form of leave without pay, taking into account the overall needs of the School.

**40 CAMP ALLOWANCE**

**40.1** An Employee will be paid an allowance of \$55.00 per night for attendance at school camps or overnight activities, other than professional development.

**40.2** An Employee attending a camp of four days' duration will be entitled to one day's paid leave on the day immediately following the end of the camp, if that day is a school day.

**41 TRAINING**

**41.1** Subject to the Principal's agreement, the Employer will contribute toward the costs of related texts and the course costs of Employees who are completing additional studies or participating in approved professional development activities.

**41.2** When the Employer requires an Employee to complete their particular Montessori qualifications, the Employer will pay the costs of related texts and the course costs. The Employer will also grant an Employee undergoing approved Montessori training, time off to a maximum of half a day a fortnight, as study leave.

## **42 LETTER OF APPOINTMENT**

- 42.1** Upon engagement, the Employer will provide the Employee (other than a Casual Employee) with a letter of appointment.
- 42.2** For a Teacher, the letter of appointment will state the classification and rate of pay on commencement, the face-to-face teaching load and details of the extra-curricular commitment.
- 42.3** A Part-time Teacher's letter of appointment will also include the teaching load expressed as a percentage of a full-time teaching load in the School. The extra-curricular commitment will be proportionate to their teaching load.
- 42.4** For an SS Employee, the letter of appointment will state the SS Employee's classification, rate of pay and hours of work upon commencement and whether the SS Employee is full-time or part-time.
- 42.5** For a Part-time SS Employee, the Employer and the SS Employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the SS Employee will work, the number of weeks of the School Year the SS Employee will work and the starting and finishing times each day.

## **43 STATEMENT OF SERVICE**

Upon termination or resignation of employment, an Employee may request from the Employer a statement of service. Upon receipt of such a request, the Employer will provide the Employee with a statement of service specifying:

- the period of the Employee's employment; and
- the classification of, or type of work performed by, the Employee.

## **44 CHILDCARE PROVISION**

- 44.1** The Employer will provide childcare at no cost in the OSHC Program for an Employee:
- whose child is enrolled as a student in Cycle 1, 2 or 3, and
  - is required to attend meetings out of work hours,
- provided that the child is eligible for and a vacancy exists in the OSHC Program.
- 44.2** If the child is not eligible for the OSHC Program and no other arrangements can be made, then the Employer will cover the cost of reasonable childcare at the Principal's discretion, provided that such cost does not reach a level that would attract a fringe benefits tax liability with respect to any individual Employee.

## **45 MEAL BREAKS**

An Employee, who is engaged to work or rostered to work for more than five hours on a shift, is entitled to an unpaid meal break of not less than 30

consecutive minutes, which commences no later than five hours after commencing work on that shift.

## **46 PERFORMANCE AND CONDUCT MANAGEMENT**

### **46.1 Application**

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

- (a) where an Employee's employment is terminated during the minimum employment period pursuant to cl.14 (Minimum employment period); or
- (b) for a casual Employee.

### **46.2 Performance management**

- (a) Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
- (b) A formal performance management procedure will commence with the Employer advising the Employee in writing of:
  - (i) the Employer's concern(s) with the Employee's performance;
  - (ii) the time, date and place of the first formal meeting to discuss the Employee's performance;
  - (iii) the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance;
  - (iv) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (c) Formal performance management meetings will
  - (i) include discussion of the Employer's concern(s) with the Employee's performance;
  - (ii) give the Employee an opportunity to respond to the Employer's concern(s);
  - (iii) include discussion of the Employer's requirements with respect to the Employee's performance;
  - (iv) include discussion of any counselling or assistance, where appropriate, available to the Employee;
  - (v) include documentation, where appropriate;
  - (vi) set periods of review, as appropriate.
- (d) If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.
- (e) If, after following the procedure in this clause, the Employer's decision is to continue the employment of the Employee, then the process may conclude with a warning and/or there may be no further action to be taken.

### 46.3 Conduct management

- (a) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- (b) The Employer will advise the Employee in writing of:
  - (i) the Employer's concern(s) with the Employee's conduct;
  - (ii) the time, date and place of the meeting to discuss the Employee's conduct;
  - (iii) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
  - (iv) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- (c) The formal conduct management meeting(s) will:
  - (i) include discussion of the Employer's concern(s) with the Employee's conduct;
  - (ii) include discussion of the Employer's requirements with respect to the Employee's conduct;
  - (iii) give the Employee an opportunity to respond to the Employer's concern(s).
- (d) Concern(s) with an Employee's conduct may be resolved by:
  - (i) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
  - (ii) issuing the Employee with a warning or a final warning in writing;
  - (iii) terminating the employment of the Employee in accordance with the relevant notice provision;
  - (iv) other action, appropriate to the situation;
  - (v) no further action.

## 47 POSITIONS OF RESPONSIBILITY

### 47.1 Entitlement

A responsibility allowance will be paid to a Teacher or an SS Employee where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of a Teacher or a SS Employee by the Employer.

### 47.2 Structure and allowances

The following table provides a description of the position of responsibility and the annual allowance payable for the position.

Level	Annual Allowance	Description
3	\$5,000	A Level 3 position entails leading a team of staff

		and/or the coordinator of a department within the School and the administrative responsibilities and/or pastoral care of a body of students related to that Department. Example: Cycle Leader, Head of Music
2	\$3,000	A Level 2 position requires leadership for a specific aspect of the delivery of the School's program and/or coordination of a component of the curriculum or co-curricular programs across the School or sections of the School. Example: Assessment and Reporting Coordinator, Co-curricular Coordinator
1	\$1,000	A Level 1 position requires the facilitation of a specific responsibility within the School and/or the coordination of a particular program within the School. Example: Drama Club Coordinator, Literacy Coordinator

### 47.3 Appointment arrangements

- (a) A responsibility allowance is linked to a position of responsibility rather than tied to a Teacher or an SS Employee and is only payable for the period that the Teacher or SS Employee holds the position of responsibility.
- (b) The Employer shall, at its discretion, determine who is eligible for a responsibility allowance
- (c) The Employer will provide written advice to a Teacher or an SS Employee who is to receive a responsibility allowance of the position, its tenure, the duties required and the allowance to be paid.
- (d) Where a position of responsibility is shared, then payment will be shared on a corresponding pro rata basis.
- (e) A position of responsibility may be appointed, at the Principal's discretion for a limited period of time, such as a term or a semester, with the maximum period of appointment being three years.

### 48 HIGHER DUTIES

**48.1** The Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification.

**48.2** Where the Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which



the duties are performed.

- 48.3** Where the Employee is a School Support or Early Learning Services Employee, and they perform those duties for a half day or longer and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- (a) The Employer may only direct a School Support or Early Learning Services Employee to assume the higher duties of a Room Leader to Teacher where the Employee is qualified to do so.

## **PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS**

### **49 CLASSIFICATIONS AND SALARY**

- 49.1** Schedule 1A sets out the classification structure and progression arrangements.
- 49.2** Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 49.3** The salary specified in Schedule 1B is in compensation for all hours worked under this Agreement.

### **50 HOURS OF WORK**

- 50.1** The ordinary hours of work for a Full Time Teacher are 37.5 hours per week averaged over a period of 12 months. The averaging period will be the School Year.
- 50.2** In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the duties of a Teacher.
- 50.3** The Principal will determine the ordinary full-time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

#### **50.4 Time release**

- (a) In order to provide time for planning, preparation and other organisational matters, Full Time classroom Teachers are entitled to two hours per week release time from their classroom teaching duties, usually to be scheduled in the afternoon.
- (b) Where a Teacher would like to work off-site during release time, the Teacher must obtain prior approval from the Principal.
- (c) Part-time Teachers are to be allocated pro-rata release time according to their time fraction.

### **51 ANNUAL LEAVE AND NON-TERM WEEKS**

#### **51.1 Application**

This clause applies to Full Time Teachers and Part Time Teachers.

#### **51.2 Entitlement**

- (a) Annual leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- (b) A Teacher is not required to attend at the School during Non-term Weeks, except where the Teacher is required to perform such professional duties as are reasonably necessary to enable the proper

performance of the Teacher's role. The Teacher's role is defined by the Employer.

- (c) A Teacher other than in the circumstances prescribed in cl.51.2(d) is entitled to Non-term Weeks but, with the exception of time taken as annual leave, Non-term Weeks are not authorised leave for the purposes of the NES. A Teacher's entitlement to four weeks' annual leave must be taken during Non-Term Weeks and specifically in the four-week period immediately following the final term week of the current School Year, unless otherwise agreed with the Employer.
- (d) The Employer may reduce a Teacher's entitlement to Non-term Weeks where a Teacher has taken unpaid parental leave in accordance with cl.25.4 or unpaid leave pursuant to cl.19 (Personal/carer's leave) or cl.28 (Leave without pay) in excess of ten working days in any School Year.
- (e) A Teacher's entitlement to Non-Term Weeks which has been reduced at the Employer's discretion under cl.51.2(d) will be calculated on the basis of the weeks worked by the Teacher (as follows:  
$$\frac{\text{Teacher's Working Weeks}}{\text{Term Weeks (School Year)}} \times \text{Non-Term Weeks (already taken)}$$
- (f) Where a Teacher's entitlement to Non-Term Weeks has been reduced pursuant to cl.51.2(e), the period which but for that reduction would have been paid Non-Term Weeks will be unpaid leave but will be counted as service for all purposes of this Agreement.

### **51.3 Part Time Teacher's entitlement**

A Part Time Teacher employed pursuant to cl.13.3 is entitled to Non-Term Weeks on a pro rata basis of the Full Time Teacher's entitlement.

### **51.4 Employment for less than a School Year**

A Teacher who is employed for part only of a School Year will be paid a pro rata entitlement to Non-Term Weeks calculated on the basis of the weeks worked by the Teacher for the part of the School Year at the rate of pay applicable at the time of the Non-Term Weeks or at the time that employment is terminated. The entitlement is calculated using the formula in cl.51.2(e).

## **52 NOTICE OF TERMINATION**

### **52.1 Reason for termination**

The Employer may only terminate a Teacher's employment for reasons of redundancy, unsatisfactory performance or conduct or for serious misconduct except if the Teacher is serving a minimum employment period.

### **52.2 Termination by the Employer**

- (a) Where the Employer wishes to terminate the employment of a Teacher serving a minimum employment period pursuant to cl.14, or a Teacher wishes to resign while serving a minimum employment period pursuant to cl.14, the period of notice is specified by cl.14.
  - (b) Where the Employer wishes to terminate the employment of a Teacher, who has had more than six months' continuous service, the Employer will give seven term weeks' notice of termination of employment or payment of seven weeks' pay in lieu of notice or part notice and part payment in lieu totalling seven weeks.
- 52.3** Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer that the Teacher being replaced wishes to return from parental leave.
- 52.4** Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule 1B that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 52.5** Subject to cl.14, a Teacher must provide the Employer with a minimum of seven term weeks' notice in writing.
- 52.6** The notice periods in this clause and in cl.14 do not apply where the Teacher is guilty of serious misconduct.
- 52.7** Where termination takes place for reasons of redundancy, cl.30 will apply. Where a Teacher's employment is terminated for reasons of redundancy, the Teacher will still be entitled to notice of termination in accordance with this clause.
- 52.8** Where termination takes place for reasons related to performance or conduct, the Employer will apply a process that includes the provisions outlined in cl.46 (Performance and conduct management).

## **PART 4 – CONDITIONS OF EMPLOYMENT FOR SCHOOL SERVICES (SS) EMPLOYEES**

### **53 CLASSIFICATIONS AND SALARIES**

Schedule 2A sets out the classification structure of a SS Employee.

### **54 ORDINARY HOURS OF WORK – SS EMPLOYEES OTHER THAN SHIFTWORKERS**

**54.1** The ordinary hours of work for a Full Time SS Employee will be 37.5 hours per week. The ordinary hours of work for a Part Time or Casual SS Employee will be in accordance with cl.13 (Modes of employment)

**54.2** The ordinary hours of work may be averaged over two weeks.

**54.3** The ordinary hours of work will be worked on no more than five days in any seven days and on any day from Monday to Friday between 7.00 am and 6.30 pm for the following groups of employees:

- (a) administration services
- (b) early learning services
- (c) instrumental music services
- (d) operational services
- (e) school support services.

**54.4** Where a daily span of hours is specified and there is mutual agreement between the Employer and the majority of SS Employees in the particular group, the starting and finishing times may be varied by up to one hour provided the total hours remain unchanged.

### **55 ORDINARY HOURS OF WORK – SS EMPLOYEES WHO ARE SHIFTWORKERS**

#### **55.1 Ordinary hours for shiftwork**

- (a) The definitions for shiftwork are provided in cl.58.1.
- (b) The ordinary hours for shiftwork will:
  - (i) be worked continuously each shift (except for broken shifts and meal breaks).
  - (ii) not exceed 10 hours, inclusive of a meal break in any single shift; and
  - (iii) be rostered in accordance with cl.55.2.

#### **55.2 Rostering**

- (a) For SS Employees working to a roster, a roster showing normal starting and finishing times and the name of each SS Employee will be prepared by the Employer and will be displayed in a place conveniently



accessible to the SS Employees at least seven days before the commencement of the roster period.

- (b) An SS Employee may be rostered to work on a Saturday or a public holiday and will be paid the appropriate penalty in accordance with cl.58 (Penalty rates).

### **55.3 Altering the roster**

- (a) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (b) Despite cl.55.3(a), a roster may be altered at any time to enable the functions of the Employer to be carried out where another SS Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the SS Employee, a SS Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the SS Employee will be entitled to be paid 150% of the minimum hourly rate instead of any other penalty that may apply.
- (c) Where the alteration requires an SS Employee to work on a day which would otherwise have been the SS Employee's day off, the day off instead will be arranged by mutual consent.

## **56 REST BREAKS**

**56.1** An SS Employee is entitled to a rest break of 10 minutes for each period of three hours worked, with a maximum of two rest breaks per shift.

**56.2** Where an SS Employee has an entitlement to two rest breaks, in place of the two rest breaks:

- (a) the Employer and the SS Employee may agree to one rest break of 20 minutes; or
- (b) the Employer may require one rest break of 20 minutes, where the SS Employee is engaged in school support services or early learning services.

**56.3** 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 SS employee and the Employer agree.

## **57 BREAKS BETWEEN PERIODS OF DUTY**

**57.1** Length of the break period

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

#### **57.2 Where the SS Employee does not get a 10-hour break**

The following conditions apply to an SS Employee, who, on the instructions of the Employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with cl.57.1:

- (a) the SS Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken; or
- (b) the SS Employee is entitled to be paid 200% of the minimum hourly rate until released from duty.

#### **57.3 The entitlements in cl.57.2(a) and (b) do not apply to:**

- (a) an SS Employee who is attending a school camp or excursion; or
- (b) an SS employee working a broken shift.

### **58 PENALTY RATES**

#### **58.1 Definitions**

The following shift definitions apply:

- (a) day shift is a shift which starts and finishes wholly within the spread of ordinary hours identified in cl.54.3;
- (b) afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in cl.54.3, and at or before midnight;
- (c) night shift is a shift which is not a day shift and finishes after midnight and at or before the commencement of the spread of ordinary hours identified in cl.54.3, which may be varied by cl.54.4.

#### **58.2 Payment for shiftwork**

- (a) An SS Employee working an afternoon shift or a night shift will be paid 115% of the minimum hourly rate.
- (b) An SS Employee working a permanent night shift will be paid 130% of the minimum hourly rate.

#### **58.3 Broken shifts**

- (a) An SS Employee, other than a casual SS Employee, rostered to work ordinary hours in a broken shift, will be paid 115% of the minimum hourly rate with a minimum payment as for two hours for each period of duty.
- (b) The broken shift penalty under cl.58.3(a) is in addition to any other applicable penalty under cl.58.2 (Payment for shiftwork), and cl.59 (Overtime).

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

**58.4 Application of highest single penalty or overtime rate**

The penalty rates within cl.58.2 (Payment for shiftwork) relating to afternoon and night shifts, and in cl.59 (Overtime) are not cumulative. Where an SS Employee is entitled to more than one penalty or overtime rate, the SS Employee will be entitled to the highest single penalty rate.

**59 OVERTIME**

**59.1 Definition of overtime**

Overtime is any authorised work performed outside of or in excess of the ordinary or rostered hours.

**59.2 Overtime rates**

- (a) Where an SS Employee works overtime, the Employer must pay the SS Employee overtime rates as follows:

<b>For overtime worked on</b>	<b>Overtime rate % of minimum hourly rate</b>
Monday to Saturday – first 3 hours	150
Monday to Saturday – after 3 hours	200
Sunday	200
Public holidays	250

- (b) Overtime will be calculated daily.

**59.3 Reasonable additional hours – Part Time SS Employees**

- (a) The Employer may require a Part Time SS Employee to work reasonable additional hours in accordance with this clause.
- (b) The SS Employee will be paid for all additional hours at the applicable casual hourly rate of pay for all hours worked that:
  - (i) fall within the applicable daily spread of hours in cl.54.3;
  - (ii) do not result in the SS Employee working more than eight hours on that day; and
  - (iii) do not result in the SS Employee:
    - working more than the allowed maximum weekly ordinary hours;
    - working more than the allowed maximum weekly ordinary hours during the averaging period, where the SS Employee's hours are averaged.
- (c) The SS Employee will be paid for all additional hours at the applicable overtime rate in cl.59.2 (Overtime rates) for all hours worked that:

- are outside the applicable daily spread of hours in cl.54.3; and
- (i) result in the SS Employee working more than eight hours on that day, or
  - (ii) result in the SS Employee whose hours are averaged, working more than the allowed maximum weekly ordinary hours during the averaging period.
- (d) Where additional hours are worked on a day the SS Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (e) Additional hours worked by a Part Time SS Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

#### **59.4 Time off instead of payment for overtime**

- (a) An SS Employee and the Employer may agree in writing to the SS Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the SS Employee.
- (b) Any amount of overtime that has been worked by an SS Employee in a particular pay period and that is to be taken as time off instead of the SS Employee being paid for it must be the subject of a separate agreement under cl.59.4(c).
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the Employer and the SS Employee agree that the SS Employee may take time off instead of being paid for the overtime;
  - (iii) that, if the SS Employee requests at any time, the Employer must pay the SS Employee for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in cl.59.4(c)(iii) must be made in the next pay period following the request.
- (d) The period of time off that an SS Employee is entitled to take is the same as the number of overtime hours worked.
- (e) Time off must be taken:
  - (i) within the period of six months after the overtime is worked; and
  - (ii) at a time or times within that period of six months agreed by the SS Employee and the Employer.
- (f) If the SS Employee requests at any time, to be paid for overtime covered by an agreement under this clause but not taken as time off, the Employer must pay the SS Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- (g) If the time off for overtime that has been worked is not taken within the period of six months mentioned in cl.59.4(e), the Employer:
  - (i) must pay the SS Employee for the overtime, in the next pay period following those six months, at the overtime rate applicable to the overtime when worked; or
  - (ii) may agree in writing to an SS Employee's request to extend the period over which time off may be taken to no longer than the end of the current School year. Should the time off not be taken by the SS Employee during this extended period of time, the Employer will pay the SS Employee for the overtime in the final pay period of the School year, at the overtime rate applicable to the overtime when worked.
- (h) The Employer must keep a copy of any agreement under cl.59.4 as an employee record.
- (i) The Employer will not exert undue influence or undue pressure on an SS Employee in relation to a decision by the SS Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An SS Employee may, under s.65 of the Act, request to take time off, at a time or times, specified in the request or to be subsequently agreed by the Employer and the SS Employee, instead of being paid for overtime worked by the SS Employee. If the Employer agrees to the request, then cl.59.4 will apply, including the requirement for separate written agreements under cl.59.4(b) for overtime that has been worked.

Note: If an SS Employee makes a request under s.65 of the Act for a change in working arrangements, the Employer may only refuse that request on reasonable business grounds (see s.65(5) of the Act).

- (k) If, on the termination of the SS Employee's employment, time off for overtime worked by the SS Employee to which cl.59.4 applies has not been taken, the Employer must pay the SS Employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under s.345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under cl.59.4.

## **59.5 Make-up time**

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

## **60 ANNUAL LEAVE**

### **60.1 NES**

- (a) Annual leave is as provided for in the NES except where this Agreement



provides ancillary or supplementary terms.

- (b) An SS Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

#### **60.2 Taking annual leave during Non-term weeks**

- (a) The Employer may require an SS Employee to take annual leave during Non-term Weeks.
- (b) The Employer may designate some of the Non-term Weeks as shutdown periods in which the operations of the School may be closed or operate at minimum staffing levels. Unless alternative arrangements are agreed between the Employer and individual SS Employee/s, an SS Employee is required to take annual leave during shutdown periods observed by the School.

**60.3** Where an SS Employee has not accrued sufficient annual leave to be taken during Non-Term Weeks, the SS Employee will be entitled to leave which will be unpaid.

### **61 LEAVE WITHOUT PAY DURING NON-TERM WEEKS**

#### **61.1 Arrangements**

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

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

#### **61.2 Calculating annual salary for an SS Employee on leave without pay during Non-term weeks**

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

$$A = C \times \frac{\text{working weeks} + 4 \text{ weeks annual leave}}{52}$$

Where:

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

**C** means the annual salary (as contained in Schedule # (SS Employees Salaries) for the Employee's classification

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

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

### **61.3 Base rate of pay**

For the purposes of the NES, the base rate of pay of an SS Employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in Schedule 2B (SS Employees) and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

## **62 NOTICE OF TERMINATION**

- 62.1** Where the Employer wishes to terminate the employment of an SS Employee serving a minimum employment period pursuant to cl.14 (Minimum employment period), or an SS Employee wishes to resign during a minimum employment period pursuant to cl.14, the period of notice is specified by cl.14.
- 62.2** Where the Employer wishes to terminate the employment of an SS Employee, who has had more than six months' continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, or part notice and part payment totally four weeks will be provided to the SS Employee. Where an SS Employee works only during Term weeks, four term weeks' notice is to be given.
- 62.3** Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B that an SS Employee would have received by working during the notice period if the SS Employee's employment had not been terminated.
- 62.4** In addition to the period of notice specified in cl.62.2, an SS Employee over 45 years of age at the time of being given notice with not less than five years of continuous service will be entitled to an additional week's notice.
- 62.5** An SS Employee, who has had more than six months' continuous employment with the Employer, must provide the Employer with a minimum of

four weeks' notice in writing. Where an SS Employee works only during Term weeks, four term weeks' notice is to be given.

- 62.6 The notice period in this clause and in cl.14 do not apply where the SS Employee is guilty of serious misconduct.
- 62.7 Where termination takes place for reasons related to the performance and/or conduct of the SS Employee, the Employer will apply a process that includes the provisions outlined in cl.46 (Performance and conduct management).

**PART 4A – CONDITIONS OF EMPLOYMENT FOR SCHOOL SERVICES (SS) EARLY LEARNING, SCHOOL SUPPORT AND INSTRUMENTAL MUSIC SERVICES EMPLOYEES EMPLOYED ON A 48/52 ARRANGEMENT**

**63 NON-TERM WEEKS**

- 63.1 SS employees who are entitled to paid Non-Term Weeks, which are inclusive of annual leave, if specified at the time of engagement or during a period of employment.
- 63.2 The salary for SS employees on a 48/52 arrangement in Schedule 2B.7 takes this period of Non-Term Weeks into account.
- 63.3 The SS employee is entitled to public holidays that fall during Non-Term Weeks but they do not create any additional entitlements.
- 63.4 SS employees on a 48/52 (term time only) must take their entitlement to 4 weeks' annual leave immediately after the final day of the last school term in a year.
- 63.5 An SS Employee 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 Non-Term Weeks with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the Non-Term Weeks or at the time that employment is terminated. The formula to calculate an entitlement to Non-Term Weeks in accordance with this clause is as follows:

$$\left\{ \frac{\text{Number of working weeks excluding paid Non-Term Weeks}}{3} \right\} - \text{Non-Term Weeks already paid}$$

**PART 4B – CONDITIONS OF EMPLOYMENT FOR SCHOOL SERVICES (SS) EARLY LEARNING EMPLOYEES EMPLOYED ON A 52/52 ARRANGEMENT**

## **64 ROSTERED DAY OFF**

- 64.1** The employer and a full-time SS Employee may agree that the ordinary hours of work provided by cl.54 (Ordinary hours of work - SS employees other than shiftworkers) will be worked over 19 days in each four-week period, in which case the following provisions will apply.
- 64.2** The SS Employee will work 150 hours over 19 days in each four-week period with one rostered day off on full pay in each such period.
- 64.3** To give the SS Employee an entitlement to take a rostered day off, an SS Employee will accrue 24 mins for each of 17 days worked of 7 hours 54 minutes and 23 minutes for each of two days worked of 7 hours 53 minutes.
- 64.4** Each day of paid leave taken by a SS Employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers' compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under cl.64.3.
- 64.5** Rostered days off will not be regarded as part of the SS Employee's annual leave for any purpose.
- 64.6** An SS Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 64.7** An SS Employee who is scheduled to take a rostered day off before having worked a complete four-week cycle will be paid a pro rata amount for the time that the SS Employee has accrued in accordance with cl.64.3.
- 64.8** An SS Employee whose employment is terminated in the course of a four-week cycle will be paid a pro rata amount for the time that the SS Employee has accrued in accordance with cl.64.3.
- 64.9** Rostered days off will be determined by mutual agreement between the Employer and the SS Employee having regards to the need of the place of employment.
- 64.10** An SS Employee will be advised by the Employer at least four weeks in advance of the day on which the SS Employee is to be rostered off duty.

EXECUTED as an Agreement this 7<sup>th</sup> day of December 2020.

**EMPLOYER REPRESENTATIVE**

Signed: [Signature]

Date: 16.12.2020

Name in full (printed): EMMANUEL GALANAKIS

Position title: BUSINESS MANAGER.

Authority to sign explained: COMPANY SECRETARY

Address: 315 AQUEDUCT ROAD  
ST HELENA, VIC 3088

Witnessed by: [Signature]

Witness name in full: Lauren Edis.

Witness address: 315 Aqueduct Road.  
St, Helena VIC 3088.

**EMPLOYEE REPRESENTATIVE**

Signed: Rachel Aerlic

Date: 16.12.2020

Name in full (printed): Rachel Aerlic

Position title: Toddler Community Leader

Authority to sign explained: Nominated Staff Representative

Address: 315 Aqueduct Rd, St Helena VIC, 3088

Witnessed by: [Signature]

Witness name in full: Lauren Edis

Witness address: 315 Aqueduct Rd. St Helena  
VIC, 3088.



## **SCHEDULE 1A – CLASSIFICATION STRUCTURE (TEACHERS)**

### **1A.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching**

1A.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to Sch.1A.1.3, progress to Level 10 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.

1A.1.2 In addition to the qualification in Sch.1A.1.1, a Teacher who holds a Masters degree in education from an Australian university (or equivalent) or, in the opinion of the Principal, an equivalent qualification in Montessori education, upon commencement of employment, will commence at Level 2 and subject to Sch.1A.1.3, progress to Level 10 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.

1A.1.3 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.

1A.1.4 A Teacher, who has a Recognised Montessori Qualification will commence at one level above the level described in Sch.1A.1.1 & 1A.1.2

### **1A.2 Permission to Teach Teachers with the Victorian Institute of Teaching**

1A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.

1A.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.

## **SCHEDULE 1B – SALARIES (TEACHERS)**

### **1B.1 Annual Salary**

The 2021 annual salary increase for a Full-time Teacher will be paid from the first full pay period commencing on or after 1 December 2021.

The rates of pay for the 2020 School Year are as follows:

	<b>PVIMS TEACHER SALARY CLASSIFICATION 09/12/2019</b>	<b>PVIMS TEACHER SALARY CLASSIFICATION 07/12/2020</b>
Level 1	\$ 71,402.36	\$73,901
Level 2	\$ 75,530.00	\$76,717
Level 3	\$ 77,681.51	\$79,474
Level 4	\$ 79,897.11	\$82,394
Level 5	\$ 82,174.40	\$85,297
Level 6	\$ 84,515.76	\$88,474
Level 7	\$ 87,558.58	\$91,623
Level 8	\$ 90,273.66	\$94,433
Level 9	\$ 93,072.19	\$98,330
Level 10	\$ 102,403.90	\$104,863

### **1B.2 Weekly Salary**

The weekly salary is calculated by dividing the annual rate of pay by 52 or the fortnightly pay by 26.

### **1B.3 Annual Leave Loading**

The annual salary in Sch.1B.1 does not include annual leave loading.

### **1B.4 Casual Rate of Pay**

Teachers who work full days or more than a half day will be paid in accordance with the Per Day rates below. Teachers who work a half day will be paid in accordance with the Half Day Rate below.

	<b>07/12/2020</b>
<b>Full Day Rate</b>	\$383.13
<b>Half Day Rate</b>	\$191.57

## SCHEDULE 2A – CLASSIFICATION STRUCTURE (SS EMPLOYEES)

### B.1 Definitions

#### B.1.1 Definition 1: Supervision

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

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

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

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

#### B.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

##### (a) Year 12

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

##### (b) Trade certificate

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

**(c) Post-trade certificate**

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

**(d) Certificates I and II**

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

**(e) Certificate III**

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

**(f) Certificate IV**

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

**(g) Diploma**

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

**(h) Advanced diploma**

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

**(i) Degree**

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

**(j) Postgraduate degree**

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

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

**B.1.3 Definition 3: Classification dimensions**

**(a) Competency**

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

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

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed.

Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

**(c) Level of supervision**

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

**(d) Training level or qualifications**

The type and duration of training which the duties of the classification level typically require for effective performance.

Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.



**(e) Occupational equivalent**

Examples of occupations typically falling within each classification level.

**(f) Typical activities**

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

**B.2 Classifications**

**B.2.1 Level 1**

**(a) Competency**

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

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

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

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

Level 1 duties typically require:

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

**(e) Typical activities**

**(iii) Administration services grade 1**

- Performing a range of general clerical duties, for example, filing, handling inward and outward mail, straightforward data entry/retrieval, maintaining records, retrieving records, copying, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering

*Occupational equivalent:* clerical assistant, data entry operator, front desk/reception assistant

**(iv) Operational services grade 1**

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds, undertaking planting, trimming of trees/foliage, cutting of grass, watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
  - Performing basic gardening and outdoor maintenance
  - Performing basic maintenance
  - Performing a range of industrial cleaning tasks
  - Moving furniture and equipment
  - Assisting trades personnel with manual duties
  - Taking general care of school vehicles, including driving buses
  - Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
  - Performing non-trade tasks incidental to the employee's work
  - Cleaning, dusting and polishing in classrooms or other public areas of the school
  - Operating, maintaining and adjusting turf machinery under general supervision
  - Applying fertilizers, fungicides, herbicides and insecticides under general supervision

- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports

*Occupational equivalent:* cleaner, grounds/maintenance assistant, bus driver, handyperson, attendant, trades assistant, security officer, gardener

**(v) Early learning services grade 1**

- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines
- Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
- Understanding and working according to the policies and procedures associated with the children's program
- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the Principal or the Principal's nominated person
- Demonstrating knowledge of hygienic handling of food and equipment

*Occupational equivalent:* early learning co-educator (working towards a Certificate III)

**B.2.3 Level 2**

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

**(a) Competency**

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are

normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

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

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

Level 2 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

**(i)** completion of a trades certificate or Certificate III;

**(ii)** completion of Year 12 or a Certificate II, with relevant work experience;

**(iii)** for a school support services employee, a Professional Certificate or Certificate III (Education Support); or

**(iv)** for an early learning services employee, a Certificate III (Children's Services).

**(v)** an equivalent combination of relevant experience and/or education/training;



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

**(e) Typical activities**

**(i) School support services grade 1**

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

*Occupational equivalent:* integration aide

**(ii) Administration services grade 2**

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

- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation

*Occupational equivalent:* administration assistant, accounts officer/clerk, receptionist, school secretary

**(iii) Operational services grade 2**

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of school property

*Occupational equivalent:* tradesperson, security officer

#### **(iv) Early learning services grade 2**

- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations

*Occupational equivalent: early learning co-educator*

#### **B.2.4 Level 3**

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

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

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

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

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

Level 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) completion of a diploma level qualification with relevant work related experience;

(ii) completion of a Certificate IV with relevant work experience;

(iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;

(iv) completion of a Certificate III with extensive relevant work experience; or

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

**(e) Typical activities**

**(i) School support services grade 2**

- Exercises similar responsibilities as a grade 1 but an employee at this level has a Certificate IV or Diploma in Education Support

*Occupational equivalent:* integration aide

**(ii) Administration services grade 3**

- Responsibility for the smooth and efficient financial administration of the school
- Responsibility for both secretarial and financial administration of the school office
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems



- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required

*Occupational equivalent:* senior administration assistant, office coordinator, finance officer, principal's executive assistant, school development officer school enrolments officer

### **(iii) Early learning services grade 3**

- Exercises similar responsibilities as a grade 2 but an employee at this level has a Diploma in Children's Services.

*Occupational equivalent:* early learning co-educator

## **B.2.5 Level 4**

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

### **(a) Competency**

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

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

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

**(c) Level of supervision**

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 4.

**(d) Training level or qualifications**

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

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

**(e) Typical activities**

**(i) School Support Services grade 3**

- Responsibility, in consultation with the Principal, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- Responsibility for the direction and general supervision of lower level employees

- Ensuring a safe environment is maintained for children and employees
- Ensuring that records are maintained accurately for each child in the employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families

*Occupational equivalent: Out of School Hours Care Co-ordinator*

**(ii) Administration services grade 4**

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

**(iii) Early learning services grade 4**

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- Responsibility for the direction and general supervision of lower level employees
- Ensuring a safe environment is maintained for children and employees
- Ensuring that records are maintained accurately for each child in the employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families

*Occupational equivalent: Room Leader*

**(iv) Instrumental music services grade 1**

- Responsibility, in consultation with the Principal or the Principal's delegate, for the preparation, implementation and evaluation of a developmentally appropriate music program for individual children or groups of children
- Ensuring a safe environment is maintained for children and employees
- Ensuring that records are maintained accurately for each child in the employee's care
- Developing, implementing and evaluating individual music performance
- Ensuring adherence to the policies and procedures
- Liaising with families

*Occupational equivalent: Instrumental music teacher*

## **B.2.6 Level 5**

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

### **(a) Competency**

(i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.

(ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.

(iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.

(iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.

(v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

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

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level



diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

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

**(e) Typical activities**

**(i) Administration services grade 5**

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and/or employees on the employee's area of expertise
- Responsibility for professional development of other employees
- Contributing to operational and strategic planning in the area of responsibility

*Occupational equivalent:* human resources coordinator, public relations coordinator

**(ii) Early learning services grade 5**

- Responsibility for co-ordinating and directing the activities of employees, including the employees engaged in the implementation and evaluation of developmentally appropriate programs
- Contributing, through the Principal or the Principal's nominated person, to the development of the facility or policies and procedures
- Co-ordinating operations, including occupational health and safety, program planning, staff training
- Taking responsibility for the day-to-day management of the facility in the temporary absence of the Principal or the Principal's nominated person and for management and compliance with all licensing and all statutory and quality assurance issues

*Occupational equivalent:* early learning coordinator

**(iii) Instrumental music services grade 2**

- Responsibility, in consultation with the Principal or the Principal's delegate, for the preparation, implementation and evaluation of a developmentally appropriate music program for individual children or groups of children
- Responsibility for the direction and general supervision of lower level employees
- Responsibility for coordinating an ensemble or choir
- Ensuring a safe environment is maintained for children and employees
- Ensuring that records are maintained accurately for each child in the employee's care
- Developing, implementing and evaluating individual music performance

- Ensuring adherence to the policies and procedures
- Liaising with families

*Occupational equivalent:* Instrumental music teacher

## **SCHEDULE 2B – SALARIES FOR SS EMPLOYEES**

### **2B.1 Weekly Salary**

The weekly salary is calculated by dividing the annual salary by 52.

### **2B.2 Part Time Salary**

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

$$\frac{\text{Total hours employed per week}}{37.5} \times \text{appropriate full-time weekly salary}$$

### **2B.3 Incremental advancement**

2B.3.1 Advancement to the next increment within the appropriate classification will take place on the anniversary of an SS Employee's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. An SS employed for 40 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

2B.3.2 Movement to the next pay point within a classification level will occur unless a review implemented by the employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.

2B.3.3 Where an Early Learning Services or School Services Employee has completed a recognised Montessori qualification, that employee's salary will commence at the highest pay point within the classification level at the commencement of employment

### **2B.4 Casual Rate of Pay**

2B.4.1 A Casual SS employee will be paid an hourly rate of 1/37.5<sup>th</sup> of the weekly rate for the employee's classification as specified in Schedule 2B.5, plus 25 per cent.

2B.4.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or Non-Term Weeks, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

**2B.5 Annual Salary for SS Employees employed on a 52/52 arrangement other than Instrumental Music Services Employees**

	<b>Classification Level</b>	<b>Annual Salary at of 07/12/2020</b>
<b>Level 1</b>	1.1	\$49,473
	1.2	\$50,990
<b>Level 2</b>	2.1	\$52,494
	2.2	\$54,013
	2.3	\$56,266
<b>Level 3</b>	3.1	\$58,316
	3.2	\$60,037
	3.3	\$61,757
	3.4	\$62,999
<b>Level 4</b>	4.1	\$64,029
	4.2	\$65,834
	4.3	\$67,688
	4.4	\$69,537
<b>Level 5</b>	5.1	\$71,349
	5.2	\$75,645
	5.3	\$77,230
	5.4	\$79,547

**2B.5.2 Commencement levels**

Commencement levels for SS Employees will be in accordance with the table below:

<b>Classification</b>	<b>Commencement Level</b>
Early Learning Services grade 1 Operational Services grade 1	Level 1.1
Administration Services grade 1 Early Learning Services grade 2 Operational Services grade 2 School Support Services grade 1	Level 2.1
Administration Services grade 2 Early Learning Services grade 3 School Support Services grade 2	Level 3.1
Administration Services grade 3 Early Learning Services grade 4	Level 4.1

School Support Services grade 3	
Administration Services grade 4	Level 5.1
Early Learning Services grade 5	
Administration Services grade 5	Level 5.3

**2B.6 Hourly rates for SS Instrumental Music Services Employees employed on a 52/52 Arrangement**

		07/12/2020
Level 1	1.1	\$52.00
Level 2	2.1	\$54.40

**2B.6.1 Unpaid Non-Term Weeks**

Where an SS Instrumental Music Services Employee is employed on a 52/52 arrangement, the Employee will be required to take leave without pay during non-term weeks in accordance with cl. 61.

**2B.7 Annual Salary for SS Employees employed on a 48/52 Arrangement**

Classification Level	Annual Salary as of 07/12/2020
1.1	\$45,667
1.2	\$47,068
2.1	\$48,456
2.2	\$49,858
2.3	\$51,938
3.1	\$53,830
3.2	\$55,418
3.3	\$57,006
3.4	\$58,153
4.1	\$59,104
4.2	\$60,770
4.3	\$62,482
4.4	\$64,188
5.1	\$65,861
5.2	\$69,826
5.3	\$71,290
5.4	\$73,428



**2B.7.1 Commencement levels**

2B.7.1 Commencement levels for SS Employees on a 48/52 arrangement will be in accordance with the table below:

<b>Classification</b>	<b>Commencement Level</b>
Early Learning Services grade 1	Level 1.1
Early Learning Services grade 2 School Support Services grade 1	Level 2.1
Early Learning Services grade 3 School Support Services grade 2	Level 3.1
Early Learning Services grade 4 School Support Services grade 3	Level 4.1
Early Learning Services grade 5	Level 5.1

**2B.8 Hourly rates for SS Instrumental Music Services Employees employed on a 48/52 Arrangement**

		<b>07/12/2020</b>
<b>Level 1</b>	1.1	\$48.00
<b>Level 2</b>	2.1	\$50.20



## **Schedule 2.2—Model flexibility term**

(regulation 2.08)

### **Model flexibility term**

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2020/3962

**Applicant:**

The Plenty Valley Montessori School Association T/A Plenty Valley International Montessori School

**Undertaking- section 190**

I, Janis Coffey, Principal of The Plenty Valley Montessori School Association T/A Plenty Valley International Montessori School give the following undertaking with respect to the *Plenty Valley International Montessori School Agreement 2020 – 2023* ("the Agreement"):

1. I have the authority given to me by The Plenty Valley Montessori School Association T/A Plenty Valley International Montessori School to provide this undertaking in relation to this application before the Fair Work Commission.
2. The Plenty Valley Montessori School Association T/A Plenty Valley International Montessori School undertakes that part-time shiftworkers and casuals will not be engaged to work on a Saturday in isolation.

**Employer name:** Janis Coffey on behalf of The Plenty Valley Montessori School Association T/A Plenty Valley International Montessori School

**Authority to sign:** Principal

**Signature:**



**Date:** 18 January 2021