



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ruyton Girls' School
(AG2022/1535)

RUYTON GIRLS' SCHOOL AGREEMENT 2022

Educational services

DEPUTY PRESIDENT MOLTONI

BRISBANE, 20 JUNE 2022

Application for approval of the Ruyton Girls' School Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Ruyton Girls' School Agreement 2022* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Ruyton Girls' School (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. 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.

[3] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[4] The Independent Education Union of Australia (Victoria Tasmania Branch) (**IEUA**) lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the IEUA.

[5] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 27 June 2025.



DEPUTY PRESIDENT

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

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Part 1—Application and Operation

1. Title

This Agreement is to be known as the Ruyton Girls' School Agreement 2022 (the Agreement) and is a single enterprise agreement made pursuant to s.172 (2) of the *Fair Work Act 2009* (Cth) (the Act).

2. Commencement and period of operation

2.1 Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.

2.2 The nominal expiry date of the Agreement is three years from the operative date.

3. Definitions and interpretation

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Awards	means the <i>Educational Services (Teachers) Award 2020</i> and the <i>Educational Services (Schools) General Staff Award 2020</i> (or successor awards), unless separately specified
Close Relative	in relation to an Employee, means a person who: <ul style="list-style-type: none"> • is a member of the Employee's Immediate Family; or • is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules
Early Childhood Teacher	means a person who has completed undergraduate qualification of not less than four years in early childhood education and who is employed to teach three-, four- and/or five year old children in the Early Learning Centre
Employee	means a person covered by this Agreement
Employer	means Ruyton Girls' School ABN 86 004 162 261
Five year trained teacher	means a teacher: <ul style="list-style-type: none"> • who has completed an undergraduate degree or a degree in education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-

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	<p>time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or</p> <ul style="list-style-type: none"> • who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers
Four year trained teacher	<p>means a teacher:</p> <ul style="list-style-type: none"> • who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university; or • who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or • who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers
FWC	means the Fair Work Commission or its successor
General Staff Employee	<p>means an Employee other than a Teacher who is covered by this Agreement and who is employed in one of the following functional service areas:</p> <ul style="list-style-type: none"> • <i>Classroom support services</i>: principal duties being to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students; • <i>Curriculum/resources services</i>: principal duties being to support the operation of curriculum-related services, such as those provided by the library, laboratory or technology centre; • <i>Nursing services</i>: principal duties being those able to be undertaken by a registered nurse in Victoria; • <i>Early learning centre/childcare services</i>: principal duties being to work with children in the early learning centre, childcare centre and/or outside school hours care program operated by the School (other than a qualified Early Childhood Teacher); • <i>School administration services</i>: principal duties being in the functional areas of the School's business

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	<p>operations including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration, information management, retailing and cooking/catering;</p> <ul style="list-style-type: none"> • <i>School operational services</i>: principal duties being to support the other services of the school including but not limited to cleaning, maintenance, school facility management, security, gardening, turf management, cooking/catering and bus driving
Immediate family	<p>means</p> <ul style="list-style-type: none"> • a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee, <p>where:</p> <ul style="list-style-type: none"> • a de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes) • a child includes an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee's spouse or de facto partner
LSL Act	means the <i>Long Service Leave Act 2018</i> (Vic) or its successor
Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
NES	means the National Employment Standards as contained in Part 2-2 of the Act
Non-term weeks	means weeks, or part thereof, in the School year other than term weeks and includes periods designated as school holidays for students. The total number of non-term weeks will not be less than the total number of non-term weeks gazetted for Victorian Government Schools, unless arrangement for a lesser period is made with an individual Teacher from time to time.
Principal	means the Principal of Ruyton Girls' School or his or her nominee

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School Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) (or its successor) and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
School year	means the period of 12 months commencing from the day the Employees are required to attend the School for the new educational year, as determined by the School, and includes Term weeks and Non-term weeks
Standard rate	means the annual salary applicable to Level 3.1 for a General Staff Employee, or Level 1 for a Teacher
Teacher	means a School Teacher and an Early Childhood Teacher, unless separately specified
Term weeks	means the weeks, or part thereof, in the School year that students are required to attend school and designated student free days as set out in the school calendar of the School
Three year trained teacher	means a teacher: <ul style="list-style-type: none"> • who has completed an undergraduate degree or a degree in education that requires three years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching, and who has been granted permission to teach by the Victorian Institute of Teaching; or • who has completed a degree in early childhood education that requires three years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers
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
WIRC Act	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic). or its successor

4. Coverage

4.1 This Agreement covers:

- (a) the Employer;
- (b) Teachers; and;
- (c) General Staff Employees, as defined by cl.3 – Definitions and interpretations.

4.2 This Agreement does not cover:

- (a) a Principal;
- (b) a Deputy Principal by whatever name called;
- (c) a Bursar or Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer;
- (d) a Finance Manager or an IT Systems Manager by whatever name called; and
- (e) any Employee who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the *Fair Work Regulations 2009* (Cth) from time to time.

5. Relationship to Awards

This Agreement operates to the complete exclusion of all modern awards which would otherwise apply to Employees covered by this Agreement including but not limited to the Awards.

6. No extra claims

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

7. The National Employment Standards

7.1 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 ancillary or supplementary terms in respect of the NES.

7.2 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

8. Agreement flexibility

- 8.1** An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
 - (c) the arrangement is genuinely agreed to by the Employer and Employee. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the Employer.
- 8.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under s.172 of the Act; and
 - (b) are not unlawful terms under s.194 of the Act; and
 - (c) result in the Employee being better off overall at the time the agreement is made than the Employee would be if no arrangement was made.
- 8.3** The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 8.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

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

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

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause are not met, then the agreement may be terminated by either the Employee or the Employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

Part 2—Consultation and Dispute Resolution

9. Consultation

9.1 This clause applies if the Employer:

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

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

Consultation regarding major workplace change

9.2 For a major change referred to in cl.9.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) cl.9.3 to 9.9 apply.

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

9.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
- (b) the Employee or Employees advise the Employer of the identity of the representative,

the Employer must recognise the representative.

9.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and

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

Consultation about changes to regular roster or hours of work

- 9.10 For a change referred to in cl.9.1(b):
 - (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) cl.9.11 to 9.15 apply.
- 9.11 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

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9.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
- (b) the Employee or Employees advise the Employer of the identity of the representative,

the Employer must recognise the representative.

9.13 The Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion, provide to the relevant Employees in writing:
 - (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

9.15 The Employer must give genuine consideration to matters raised about the change by the relevant Employees.

9.16 For the purposes of cl.9.11 to 9.15, the Employer's educational timetable in respect of academic classes and student activities, which:

- (a) may operate on a term, semester 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.

9.17 However, where a change to the Employer's educational timetable directly results in a change:

- (a) to the number of ordinary hours of work of an Employee, or

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- (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,
- cll.9.11 to 9.15 will apply.

In this clause:

relevant Employees means the Employees who may be affected by a change referred to in cl.9.1.

10. Dispute resolution

10.1 If a dispute relates to:

- (a) a matter arising under the Agreement, or
- (b) the NES,

this clause sets out procedures to settle the dispute.

10.2 However, a dispute in relation to a contravention (or alleged contravention) of subsection 65(5) of the Act may be referred to the FWC, where the FWC will attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion or making a recommendation. In the event that a dispute is not resolved by one of these methods, and all methods have been attempted by the FWC, the consent of both parties is required before the FWC may arbitrate the dispute.

Note: Subsections 65(5) state that an employer may refuse a request for flexible working arrangements, only on reasonable business grounds.

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

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

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

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

- (a) the FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) in relation to the NES, arbitrate the dispute, or

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- (ii) in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties, and make a determination that is binding on the parties.

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

- 10.7** While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) the *Occupational Health and Safety Act 2004* (Vic) would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 10.8** The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

Part 3—Conditions for all Employees

11. Remuneration packaging

- 11.1** Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.
- 11.2** Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary written agreement varying the Employee's conditions of employment.

12. Minimum employment period

- 12.1** An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months.

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- 12.2** If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or cl.29 – Performance and conduct management.
- 12.3** If the Employer is to terminate the Employee within the first six months of the Employee's employment commencing, the Employee is entitled to two weeks' notice or two weeks' salary in lieu of notice, unless the Employee is a Teacher in which case the Employee is entitled to seven (7) term weeks' notice, the payment of seven weeks' salary instead of notice, or part notice and part payment instead of notice provided that the total weeks' notice and week's payment instead equals seven.
- 12.4** If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give two weeks' notice.

13. Annual leave

- 13.1** Annual leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 13.2** Clauses 40 and 41 provide further details on conditions related to annual leave entitlements for Teachers.
- 13.3 Timing of annual leave**
- (a)** A Teacher must take annual leave during Non-term weeks. An amount of leave must be taken during each of the shutdown periods following the end of terms 1, 2, 3 and 4, unless otherwise agreed with the Employer. The shutdown period may differ for individual Teachers, depending on work commitments and activities.
- (b)** Instead of the entitlement in the NES, a General Staff Employee has an entitlement to six weeks' annual leave per year of continuous service. A General Staff Employee must generally take an amount of annual leave during a shutdown period. The Employer may require a General Staff Employee to take annual leave during Non-term weeks. The shutdown period is defined as a period where the Employer shuts down the business, or any part of the business, in which the general Staff Employee works.
- (c)** The Employer may designate some of the Non-term weeks as a shutdown period 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 General Staff Employee/s, General Staff Employees are required to take annual leave during shutdown periods observed by the School.
- (d)** A General Staff Employee may apply to the Principal not more than once per calendar year, to take a cash payment equal to up to a maximum of two weeks' salary in lieu of two weeks' annual leave, provided the agreement

does not result in the general Staff Employee's remaining accrued entitlement to paid annual leave being less than four weeks. The application must be made in writing at least one month before the payment is required and must coincide with a minimum of one week's annual leave. The payment will be made in the normal monthly payroll cycle.

13.4 Crediting of annual leave

The Employer may allow a General Staff Employee to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the General Staff Employee subsequently leaves, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the General Staff Employee upon termination of employment.

14. Personal/carer's leave

- 14.1** Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 14.2** 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.
- 14.3** For a full-time Employee, the personal/carer's leave entitlement equates to 16 days per year of service. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on the Employee's ordinary hours of work.
- 14.4** Where a full-time Employee requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual as follows:
 - (a)** seven (7) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or
 - (b)** up to the annual entitlement of 16 days, if in the second or subsequent year of employment,

provided that:

- (i)** the notice and evidentiary requirements are met, and
 - (ii)** any paid leave provided in advance of accrual at the time of termination of employment is deducted from the Employee's final payment.
- 14.5** Paid personal leave is taken due to a personal illness or injury.
 - 14.6** Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate family or a member of the Employee's household, who requires care or support because of a personal illness or injury or an unexpected emergency affecting the member.

- 14.7 Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 14.8 A casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 14.9 An Employee may take one day from personal leave each year for the purpose of moving from one residence to another. Such leave must be arranged at least four weeks in advance with the Principal or the Business Manager in the case of General Staff.

14.10 Notice and evidentiary requirements

- (a) 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.
- (b) An Employee is entitled to personal/carer's leave provided that:
- (i) the Employee produces a medical certificate from a Medical 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 Medical Practitioner or a statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;
 - (iii) the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one School year.

15. Family and Domestic Violence Leave

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

15.2 General principle

The School recognises that Employees sometimes face situations of family and domestic violence in their personal life that may affect their attendance or performance at work. The School is committed to providing support to staff that experience family and domestic violence.

15.3 Definition of family violence

- (a)** Family and domestic violence is violent, threatening or other abusive behaviour by a Close Relative of and Employee that:
 - (i)** seeks to coerce or control the Employee;
 - (ii)** cause the Employee harm or to be fearful.

15.4 General measures

An Employee must give the Employer notice of the taking of paid or unpaid family and domestic violence leave. The notice must be given to the Employer as soon as practicable (which may be a time after the leave has started) and must advise the Employer of the period, or expected period, of the leave.

An Employee who has given the Employer notice of the taking of unpaid or paid family and domestic violence leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that:

- (i)** the Employee has met the requirement specified in clause 15.5(a)(i);
- (ii)** the leave is taken for the purpose specified in clause 15.5(a)(ii); and
- (iii)** the requirement specified in clause 15.5(a)(iii) is met.

Proof of family and domestic violence may be required and can be in the form of an agreed document issued by the Police, a Court, a Doctor, a district nurse, a maternal and health care nurse, a Family Violence Support Service or a lawyer. A signed statutory declaration can also be offered as proof.

All personal information concerning family and domestic violence will be kept confidential in line with School policy and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.

No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of being a victim of family and domestic violence.

The School's contact for Employees experiencing family and domestic violence is the Principal.

15.5 Leave

- (a)** An Employee may take unpaid family and domestic violence leave under the NES if:
 - (i)** the Employee is experiencing family and domestic violence; and
 - (ii)** the Employee needs to do something to deal with the impact of the family and domestic violence; and
 - (iii)** it is impractical for the Employee to do that thing outside the Employee's ordinary hours of work.

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- (b) Subject to clause 44.4(c), an Employee (other than a casual Employee) experiencing family and domestic violence will have access to ten days per year of paid special leave for medical appointments, legal proceedings and other activities related to family and domestic violence, inclusive of the unpaid leave entitlements in clause 15.5(a). This leave will be in addition to other existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval. This leave does not accrue and cannot be carried forward from year to year.
- (c) An Employee who supports a person experiencing family and domestic violence may take carer's leave to accompany them to court, to hospital, or to mind children.

15.6 Individual support

- (a) In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, the School will endeavour to support any reasonable request from an Employee experiencing family and domestic violence for:
 - changes to their span of hours or pattern of hours and/or shift patterns;
 - job redesign or changes to duties;
 - relocation to suitable employment within the Employer organisation;
 - a change to their telephone number or email address to avoid harassing contact;
 - any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An Employee experiencing family and domestic violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.

16. Compassionate leave

- 16.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 16.2 An Employee may take up to three days' paid leave per occasion when a member of the Employee's Immediate Family or household dies, or contracts or develops a personal injury or illness that poses a serious threat to life.
- 16.3 Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
- 16.4 The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

17. Community service leave

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

17.2 Jury service leave

- (a)** An Employee who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (b)** An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c)** An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (d)** The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- (e)** Subject to cl.17.2(b), (c) and (d), the Employer will reimburse an Employee granted leave pursuant to cl.17.2(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.

17.3 Emergency services leave

- (a)** An Employee with community responsibilities as an emergency volunteer in either the CFA or SES may request up to five (5) days' paid leave per annum and an extended period of unpaid leave to undertake any training or to fulfil this commitment.
- (b)** Any request must be made in writing in advance of the leave being taken.
- (c)** The Employer will consider any request made pursuant to cl.17.3(b) having regard to the Employee's circumstances and the effect of the request on the workplace or the Employer's business, giving consideration to cost, lack of adequate replacement staff, loss of efficiency and the impact on the educational program. The Employer will record the decision in writing.
- (d)** Emergency Services Leave does count for the purpose of accrual of any benefits or entitlements under the Agreement, except long service leave. This provision expressly overrides the *Long Service Leave Act 1992 (Vic)*.

18. Public holidays

18.1 Public holidays are as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

18.2 Payment for work on a public holiday

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

18.3 Substitution of public holidays

- (a) By agreement between the Employer and an individual Employee, an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- (b) By agreement between the Employer and an Employee, an alternate day may be taken as a public holiday in the workplace in lieu of any of the days specified by the NES.
- (c) The agreement made pursuant to cl.18.3(a) or (b) will be recorded in writing and made available to the affected Employee/s.
- (d) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

19. Long service leave

19.1 Entitlement

- (a) Long service leave is as provided by the NES except where this Agreement provides ancillary or supplementary terms.
- (b) An Employee is entitled to long service leave of thirteen weeks upon the completion of ten (10) years of continuous employment. Employees will have pro rata access to long service leave after seven (7) years.
- (c) It is preferred that Employees take a full term's leave at a time, once sufficient leave has accrued, subject to agreement with the Principal.

19.2 Illness on Long Service Leave

- (a) An Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Principal for the period of illness or injury to be treated as sick leave, with long service leave recredited to the Employee. An application must be made pursuant to cl.14.10(b) and is granted at the Principal's discretion. The Principal may require the Employee to be examined by a Medical Practitioner of the Employer's choice, provide the practitioner is reasonably accessible to the Employee.
- (b) The Employee's application:
 - (i) Must be in writing and received by the Employer during the period of illness or injury;

- (ii) Must be accompanied by a medical certificate from a Medical Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (iii) Must indicate whether the Employee wishes to extend the long service leave by the period of illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

20. Parental leave

20.1 NES

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

20.2 Notice of termination to a replacement Teacher

A Teacher replacing a Teacher granted parental leave will be entitled to seven (7) term weeks' notice of termination of employment, the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equals seven. The notice of termination provisions will be specified in writing at the time the replacement Teacher is employed.

20.3 Entitlement of an eligible casual Employee under the NES

- (a) Parental leave under the NES applies to an Employee, other than a casual Employee who is not an eligible casual Employee (defined by the NES).
- (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 is not affected, other than in accordance with this clause.

20.4 Unpaid adoption-related leave

An Employee seeking to adopt a child 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 the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days' unpaid leave, in accordance with the NES. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

20.5 Period of parental leave

An Employee is entitled to 24 months' parental leave, comprising the entitlement to 12 months' parental leave (s.70 of the Act) and the further period of 12 months' parental leave (s.76 of the Act). A request for a change to the period of parental leave requested under this clause is subject to requirements of the relevant sections of the Act.

20.6 Right to request flexible work arrangements

- (a) An Employee entitled to parental leave pursuant to the NES may request the Employer to allow the Employee to return to work from a period of parental leave on a part-time basis until the child reaches school age to assist the Employee to reconcile work and parental responsibilities.
- (b) An application pursuant to cl.20.6(a) must be made as soon as possible but not less than three weeks prior to the date upon which the Employee is due to return to work from parental leave.
- (c) The Employer will consider any request made pursuant to this clause having regard to the Employee's parental responsibilities, and may only refuse on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (d) An Employee's request and the Employer's decision must be in writing, and be in accordance with the NES.

20.7 Returning to work from parental leave

- (a) Upon returning to work from parental leave, an Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to the NES, the Employee will be entitled to return to the position held immediately before such transfer. A part-time Teacher will be entitled to the same time fraction.
- (b) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly as comparable in status and pay to that of the Employee's former position.
- (c) For the purposes of this clause, **position** includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects.
- (d) An Employee is required to work a full four school terms before being eligible for an additional period of paid parental leave.

21. Paid parental leave

21.1 Application

- (a) This clause does not apply to a casual or fixed-term Employee employed less than a period of three years.

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- (b) This clause applies to a full-time or part-time Employee who is entitled to, and takes, unpaid parental leave in accordance with the NES and cl.20-Parental leave.
- (c) The payments in cl.21.2 and 21.3:
 - (i) are not payable during a period of paid leave;
 - (ii) are payable from the date of the birth or placement of a child with the Employee, unless the Employee and the Employer make alternative arrangements;
 - (iii) are paid at the Employee's ordinary rate of pay; and
 - (iv) are payable to one Employee only, where the Employer employs both parents of the child.

21.2 Birth-related leave and adoption-related leave

- (a) An Employee will be entitled to eighteen (18) weeks of leave with pay to be responsible for the care of the child.
- (b) If the Employee takes less than eighteen (18) weeks of leave with pay, the Employee will be paid for the period of leave taken.
- (c) The period of leave with pay comprises paid birth-related leave/adoption related leave and annual leave that accrues during the birth-related leave/adoption-related leave.
- (d) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.

21.3 Partner leave

An Employee, who has completed at least 12 months' continuous service with the Employer as at the date of the birth or placement of the child and takes concurrent leave of at least four (4) weeks, will be paid for those four (4) weeks.

22. Leave without pay

- 22.1 A Teacher may apply for leave without pay which may be granted at the discretion of the Principal. A Teacher agrees that entitlements under this Agreement do not accrue during any period of leave without pay in excess of two (2) Term weeks.
- 22.2 A General Staff Employee may apply for a further period of leave without pay, in addition to the periods of leave without pay during Non-term weeks pursuant to cl.49-Leave without pay during Non-term weeks, which may be granted at the discretion of the Principal. A General Staff Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay granted under this clause.

23. Infectious diseases leave

- 23.1** (a) An Employee who is suffering from one of the infectious diseases:
- German measles;
 - Chickenpox;
 - Measles;
 - Mumps;
 - Scarlet fever;
 - Whooping cough;
 - Rheumatic fever;
 - Hepatitis; or
 - Any novel virus disease declared by the World Health Organisation (WHO) as a pandemic (including COVID-19),

will be granted up to 5 days special infectious diseases leave per year (non-accruable) without deduction of pay provided that 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.

(b) The Employee must as soon as practicable, at the request of the Employer, produce a medical certificate from a registered medical practitioner that specifically names the disease

(c) The Employer will make available to all Employees, at the Employer's expense, an annual Flu vaccination at a time arranged by the Employer.

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.

23.3 The Employer may require the Employee to seek certification from a medical practitioner approved by the Employer that the disease was contracted as a direct result of exposure to the prescribed infectious disease during the course of the Employee's duties.

24. 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.

25. Meal allowance

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

26. 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 the cost of purchase.

27. Examination leave

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

28. Qualification conferral leave

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

29. Fee concessions

An Employee (other than a casual employee) is entitled to a 25% fee concession for any of their children attending Ruyton Girls' School. When a vacancy exists in Years 3 to 6, Employees may be offered a 33.3% fee concession for any of their children commencing in Years 3 to 6 and for the period they are in those years.

30. Performance and conduct management

30.1 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.12 - Minimum employment period; or
- (b) for a casual Employee.

30.2 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;

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- (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 any counselling or assistance, where appropriate, available to the Employee;
 - (iv) include documentation, where appropriate;
 - (v) 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.

30.3 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) 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:

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- (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.

31. Redundancy

31.1 The following redundancy pay scale will apply instead of the provisions in the NES:

<u>Period of Continuous Service</u>	<u>Redundancy Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	8 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 week's pay
5 years and less than 8 years	14 weeks' pay
8 years and over	2 weeks' pay per year of completed service to a maximum of 26 weeks.

31.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

31.3 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

31.4 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.

- (b) At the request of the Employer, the Employee must produce proof of attendance at an interview.

31.5 Part-time Teachers

If a part-time Teacher's hours are reduced, without their consent, by more than 25%, then the Teacher will be entitled to the provisions of this clause.

32. Payment of salary

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

33. Superannuation

33.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation, individual Employees generally have the opportunity to choose their own superannuation fund.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

33.2 Employer contributions

The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

33.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl.33.2.
- (b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under cl. 33.3(a) or 33.3(b) no later than 28 days after the end of the month in which the deduction authorised under cl. 33.3(a) or 33.3(b) was made.

33.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in cl.33.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in cl.33.2 and pay the amount authorised under cl.33.3(a) and 33.3(b) to the NGS Superannuation Fund or its successor, provided that the Employer is not required to become a participating employer.

34. Accident pay

- 34.1** 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 *WIRC Act*, the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of 39 weeks.
- 34.2** If an Employee is absent from work because of a personal illness or injury for a period of six months or more, for which the Employee is receiving compensation payments pursuant to the *WIRC Act*, then the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
- Non-term weeks; or
 - paid personal/carer's leave.

Part 4—Conditions for Teachers

35. Types of employment

35.1 Teachers will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment;
- (c) casual employment; or
- (d) fixed term employment.

35.2 Terms of engagement

- (a) On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the classification and rate of salary applicable on commencement, and details for how the annual leave loading will be paid.
- (b) For a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the school and that the Teacher's extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.

- (c) Where the Employer engages the Teacher on a fixed-term basis, the letter of appointment will state the reason the employment is fixed-term, and the period of the employment.

35.3 Full-time employment

A full-time Teacher is engaged to work an average of 37.5 ordinary hours per week.

35.4 Part-time employment

- (a) A part-time Teacher is engaged to work on a regular basis for not more than 90% of the hours of a full-time Teacher in the School or Early Childhood Service.
- (b) Where the Employer requires a part-time Teacher to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered full-time and remunerated accordingly.
- (c) Where the Teacher requests to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered part-time and paid for the actual hours worked.
- (d) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the School or Early Childhood Service.
- (e) In respect of family and domestic violence leave, part time Teachers;
 - (i) are entitled to unpaid leave as set out in clause 15.5(a); and
 - (ii) paid leave as set out in clause 15.5(b), on a pro rata basis calculated according to clause 35.4(d).
- (f) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.
- (g) The Employer may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven term weeks' in writing in the case of a Teacher, or where the change would result in a reduction in salary, the salary is maintained for a period of seven weeks in the case of a Teacher.
- (h) If a part-time Teacher's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of cl. 31 – Redundancy.

35.5 Casual employment

- (a) A casual Employee is defined in the Act.
- (b) The rates of pay for a casual Teacher are contained in Schedule D – Casual Teacher Salaries.

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- (c) A casual Teacher 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) annual leave loading;
 - (vi) paid personal/carer's leave;
 - (vii) paid compassionate leave;
 - (viii) paid parental leave or parental leave allowance;
 - (ix) paid family and domestic violence leave;
 - (x) pro rata payment of salary inclusive of annual leave;
 - (xi) infectious diseases leave;
 - (xii) examination leave;
 - (xiii) qualification conferral leave; and
 - (xiv) tuition fee discount.

35.6 Fixed-term employment

- (a) A Teacher may be employed for a fixed period of time up to 12 months to:
- (i) undertake a specified project for which funding has been made available;
 - (ii) undertake a specified task which has a limited period of operation; or
 - (iii) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by a further period to cover the absence.
- (b) A fixed-term Teacher is not entitled to any of the following benefits under this Agreement:
- (i) paid parental leave or parental leave allowance (unless they have been employed for more than three years);
 - (ii) examination leave;
 - (iii) qualification conferral leave; and
 - (iv) tuition fee discount.

36. Ordinary hours of work

- 36.1** This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours. This clause does not apply to a Teacher, including a Teacher appointed as a Director, employed in the Early Learning Centre which operates for 48 or more weeks per year, who is covered by the provisions of the Educational Services (Teachers) Award 2020 in Schedule A – Hours of Work and Related Matters .
- 36.2** Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher may be averaged over a 12 month period.
- 36.3** The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend during periods when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- 36.4** The following circumstances are not included when calculating the attendance days in the ordinary hours of work for a Teacher :
- (a) co-curricular activities that are conducted on a weekend;
 - (b) school-related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
 - (c) when the Teacher appointed to a leadership position is performing duties in Non-term weeks that are directly associated with the leadership position; and
 - (d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an Teacher may be recalled to perform duties relating to their position.
- 36.5** Generally, the Employer will provide written notice of the Term weeks and days in Non-term weeks on which the Teachers are required to attend in advance of the requirement to attend at least six (6) months in advance of the requirement to attend.
- 36.6** The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the School year or a proportion of the School year. The Teacher's absence from School during Non-term weeks is deemed to include their entitlement to annual leave.

37. Breaks

- 37.1** A Teacher will be entitled to an unpaid meal break of not less than 30 consecutive minutes, which commences no later than five hours after the Teacher commenced work on that day.

38. Classifications

The Employer will classify a Teacher in accordance with Schedule A - Teacher Classifications.

39. Salary

The minimum rates of pay for a full-time Teacher are provided by Schedule B - Teacher Salaries. Schedule B includes an allowance for leave loading of 17.5% on four weeks' annual leave.

40. Pro rata payment of salary inclusive of annual leave

40.1 This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave. This clause does not apply to a Teacher covered by Schedule H.

40.2 The provisions of this clause will apply:

(a) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or

(b) in the calculation of payment in regard to pro rata salary if:

(i) a Teacher commenced employment after the school service date;

(ii) a Teacher has taken leave without pay of more than two Term weeks since the school service date; or

(iii) the hours which a Teacher has worked at the School have varied since the school service date.

40.3 Termination of employment

A Teacher will be entitled on termination of employment to a payment calculated in accordance with this clause.

40.4 Teachers who commence employment after the commencement of the school year

A Teacher who commences employment after the usual date of commencement at a School in any School year, will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to this clause at the end of the School year and will not receive any salary or other payment until the commencement of the next School year.

40.5 Teachers who take approved leave without pay

Where a Teacher takes approved leave without pay for a period which (in total) exceeds more than two Term weeks in any year, the Teacher will be paid an amount calculated in accordance with this clause as follows:

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- (a) if the leave without pay commences and concludes in the same School year, the payment will be calculated and made at the conclusion of the last school term or final semester in that year; and
- (b) if the leave without pay is to conclude in a School year following the School year in which the leave commenced:
 - (i) at the commencement of the leave, a payment will be calculated and made in respect of the School year in which the leave commences; or
 - (ii) at the end of the last school term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that School year.

If the Teacher returns early from leave any payment under this clause will be taken into account in calculating the amount owed to the Teacher at the end of the school year.

40.6 Calculation of payments

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

where

- P is the payment due
- s is the total salary paid in respect of Term weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.
- b is the number of Term weeks, or part thereof in the School year
- c is the number of Non-term weeks, or part thereof, in the School year
- d is the salary paid in respect of Non-term weeks (or part thereof) in the School year that have occurred since the school service date or date of employment in circumstances where the Teacher commenced employment after the school service date.

40.7 For the purpose of this clause:

- (a) **school service date** means the date from which Teachers are paid at the commencement of the School year in their first year of service with the Employer;
- (b) **Teacher** means a Teacher other than a casual Teacher;
- (c) any period of paid birth-related or adoption-related leave is not included in the calculation of 's' or 'd' in this formula.

40.8 The formula in cl.41.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the School, in which the formula is applied.

41. Camps

A Teacher is expected to attend at least one year level camp per annum. Special circumstances will be taken into account by negotiation. A Teacher attending a camp will be paid \$89.19 per night while attending camp. The allowance will be indexed at the same rate as Teacher salaries.

42. Termination of employment

42.1 NES notice of termination

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

42.2 Notice of termination by the Employer

- (a) Subject to cl.12 – Minimum employment period, the employment of a Teacher (other than a casual Teacher) will not be terminated without seven Term weeks' notice (inclusive of the notice required under the NES) in writing, the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equals seven Term weeks.
- (b) The exception to cl.42.2(a) above is that the Employer will provide a full term's notice where a Teacher has completed five (5) or more years of continuous service.

42.3 Notice of termination by a Teacher

- (a) The notice of termination required to be given by a Teacher is the same as that required of the Employer in cl.42.2(a).
- (b) If a Teacher fails to give the notice specified in cl.42.2(a), then the Employer may withhold from any monies due to the Teacher on termination an amount not exceeding the amount the Teacher would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Teacher.

42.4 Job search entitlement

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

42.5 Statement of service

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

- (a) the commencement and cessation dates of employment; and;

- (b) for a casual Teacher, the number of days of duty worked by the Teacher during the period of the engagement.

Part 5—Conditions for General Staff

43. Types of employment

43.1 General Staff Employees will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) casual employment.

43.2 At the time of engagement, an Employer will inform each Employee whether they are employed on a full-time, part-time or casual basis and the Employee's classification.

43.3 Full-time employment

A full-time Employee is an Employee engaged to work 37.5 hours per week or an average of 37.5 hours per week pursuant to cl.44—Ordinary hours of work.

43.4 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than 37.5 ordinary hours per week or an average of less than 37.5 hours per week and/or for less than the full school year and who has reasonably predictable hours of work. An Employee who does not meet the definition of a part-time Employee and who is not a full-time Employee will be employed as a casual Employee.
- (b) A part-time Employee will be paid an hourly rate of 1/37.5th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro rata basis. In respect to family and domestic violence leave, part time Employees:
 - (i) are entitled to unpaid leave as set out in clause 15.5(a); and
 - (ii) paid leave as set out in clause 15.5(b), on a pro rata basis according to the Employee's ordinary hours of work.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the time fraction and the number of weeks of the school year the Employee will work.
- (e) The terms of the agreement in cl.43.4(d) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

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- (f) All hours worked in excess of the hours as agreed under cl.44.4(d) or varied under cl.44.4(e) will be overtime and paid for at the rates prescribed by cl.53 – Saturday and Sunday work or cl.54 – Overtime.

43.5 Casual employment

- (a) A casual Employee is defined in the Act.
- (b) A casual Employee will be paid an hourly rate of 1/37.5th of the weekly rate for the Employee's classification, plus 25%.
- (c) A casual Employee will be engaged and paid for a minimum of two hours for each engagement. Except that a Preschool/childcare services Employee working in an out of school hours care program may satisfy the two hour minimum by working one hour before school and one hour after school on the same day.
- (d) A casual Employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time Employees.
- (e) 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. leave loading;
 - vi. paid personal/carer's leave;
 - vii. paid compassionate leave;
 - viii. paid family and domestic violence leave;
 - ix. paid parental leave or parental leave allowance;
 - x. infectious diseases leave;
 - xi. examination leave;
 - xii. qualification conferral leave; and
 - xiii. tuition fee discount.

44. Ordinary hours of work

- 44.1 Subject to this clause, a full-time Employee's ordinary hours of work will be 37.5 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with cl.45—Ordinary hours of work

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- 44.2** The ordinary hours of work may be averaged over a period of a fortnight or four weeks. The exception to this is a Curriculum/resources services Employee employed in outdoor education whose hours of work may be averaged over a period of up to 12 months.
- 44.3** The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:
- (a)** On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:
 - (i)** Classroom support services;
 - (ii)** Curriculum/resources services;
 - (iii)** Wellbeing services; or
 - (iv)** School administration services
 - (b)** On any day from Monday to Friday between 6.00 am and 6.00 pm for the following groups of school operational services employees:
 - (i)** Construction, plumbing, carpentry, painting and other trades;
 - (ii)** Cleaning, maintenance, school facilities management; or
 - (iii)** Bus driving/non-trade vehicle maintenance
 - (c)** On any day from Monday to Friday between 6.30 am and 6.30 pm for the following Employees:
 - (i)** Preschool/childcare/out of school hours care services; or
 - (ii)** Nursing services.
 - (d)** On any day from Monday to Saturday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance and farming employees.
 - (e)** On any day from Monday to Friday between 6.00 am and 6.00 pm for the following group of employees:
 - (i)** Curriculum/resource services – outdoor education only.
 - (f)** On any day from Monday to Sunday between 6.00 am to 6.00 pm for the following group of employees
 - (i)** School operational services – security/caretaking and cooking, catering, housekeeping and laundry services only.

Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

44.4 Reasonable additional hours

- (a) An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.
- (b) Where the Employee's hours are averaged:
 - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in cl.44.3, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Where the Employee's hours are not averaged:
 - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in cl.44.3, and do not result in the Employee working more than eight hours on that day; and;
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (d) Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (e) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this award or the NES.

44.5 Breaks between periods of duty

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in cl.44.5(a) and (b) do not apply to:
 - (i) an Employee who is attending a school camp or excursion; or
 - (ii) an Employee working a broken shift.
- (d) at the rate of pay applicable to the work being performed.

45. Classifications

- (a) An Employee must be classified in accordance with the classification structure set out in Schedule E - General Staff Classifications and paid not less than the salary specified for that classification in accordance with Schedule F - General Staff Salaries.
- (b) The Employer must advise the Employee of the Employee's classification, and any changes to the classification, in writing.

46. Salary

The Employer will pay an adult Employee not less than the salary specified for the Employee's classification in Schedule F - General Staff Salaries. Schedule F includes an allowance for leave loading of 17.5% on four weeks' annual leave.

47. Allowances

Schedule G – General Staff Allowances specifies the allowances available under this Agreement.

48. Leave without pay during non-term weeks

48.1 Arrangements

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

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

48.2 Calculating annual salary for an Employee on leave without pay during Non-term weeks

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

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$$A = C \times \frac{\text{working weeks} + 6 \text{ weeks annual leave}}{52.18}$$

Where:

A means the Employee's adjusted annual salary

C means the annual salary (as contained in Schedule F – General Staff Salaries) for the Employee's classification

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

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

49. Annualised salaries

49.1 The Employer may pay an Employee an annual salary in satisfaction of any or all of the following provisions of the Agreement:

- (a) Schedule F—General Staff Salaries;
- (b) Schedule G—General Staff Allowances;
- (c) cll.53 and 54 — Penalty rates and Overtime

49.2 Where an annual salary is paid the Employer must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary.

49.3 Annual salary not to disadvantage Employees

- (a) The annual salary must be no less than the amount the Employee would have received under Schedule F – General Staff Salaries for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The annual salary of the Employee must be reviewed by the Employer at least annually to ensure that the compensation is appropriate having regard to the agreement provisions which are satisfied by the payment of the annual salary.

49.4 Base rate of pay

For the purposes of the NES, the base rate of pay of an Employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in Schedule F – General Staff Salaries and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

50. Termination of employment

50.1 Notice of termination

- (a) Subject to cl.12 – Minimum employment period, the employment of an Employee (other than a casual Employee) will not be terminated without four week's (inclusive of the notice required under the NES) in writing, the payment of four weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equals four weeks.
- (b) The exception to cl.51.1(a) above is that the Employer will provide an additional week's notice where the Employee has completed two years of continuous service and is over 45 years.

50.2 Notice of termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

50.3 Job search entitlement

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

51. Breaks

51.1 Meal break

An Employee will be entitled to an unpaid meal break of 30 minutes, which commences no later than five hours after the Employee commenced work on that day.

51.2 Rest break

- (a) At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Notwithstanding cl.51.2(a), a Classroom support services Employee is entitled to one rest break of 20 minutes, which will be counted as time worked.

52. Saturday and Sunday work

- 52.1 An Employee required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of
- (a) For ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (b) For ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- 52.2 The penalty rates within this clause and in cl.54—Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

53. Overtime

53.1 Overtime rates

- (a) An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

Time worked	Overtime rate
Monday–Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

- (b) Except that a Nursing services Employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.
- (c) Overtime will be calculated daily.

53.2 Time off instead of overtime payment

- (a) The Employer and an Employee may agree that an Employee will be provided with time off instead of being paid overtime.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Time off instead of overtime must be taken within the School Year in which it is accrued, unless the Employer and the Employee mutually agree in writing to extend the period over which time off instead of overtime may be taken.
- (d) At the Employer's discretion, where the time off instead of overtime has not been taken in accordance with cl.54.2(c), the Employer may pay for the hours

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worked at the relevant overtime rate of pay or direct the Employee to take time off instead of overtime, provided the Employer provides the Employee with not less than four (4) weeks' notice of the days to be taken as time off instead of overtime.

53.3 Make-up time

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

Schedule A — Teacher Classifications

A.1 Duties of a Teacher

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.

A.2 Recognition of previous service

A.2.1 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule B - Teacher Salaries, according to qualifications and teaching experience. **Teaching experience** does not include employment as a teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program) or as a teacher in an English Language School.

A.2.2 Service as a part-time Teacher will normally accrue on a pro rata basis, according to the percentage of a full-time teaching load undertaken in any year.

A.2.3 A Teacher employed at 0.40FTE or less of a full time teaching load will be required to complete 24 month's service before progressing to the next level.

A.2.4 In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

A.2.5 In the case of an Early Childhood Teacher, the following will count as service:

- (a) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
- (b) teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;
- (c) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
- (d) service as a diploma qualified childcare worker, at the rate of one year for every three years of service up to a maximum of four years.

A.3 Evidence of qualifications

The Employer may require that the Teacher provide documentary evidence of qualifications and teaching experience. The Employer may decline to recognise the relevant qualification or experience until such evidence is provided.

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A.4 Progression

- A.4.1** A Teacher who is four years trained will commence on Level 1 of the salary scale in Schedule B – Teacher Salaries and progress according to normal years of service.
- A.4.2** A Teacher who is five or more years trained will commence on Level 2 of the salary scale in Schedule B – Teacher Salaries and progress according to normal years of service.
- A.4.3** A Teacher who completes a Masters degree in a relevant field while employed at Ruyton Girls' School will automatically progress one increment on the salary scale in Schedule B – Teacher Salaries.

Schedule B— Teacher Salaries

B.1 Annual rate of pay

The salary for a full-time Teacher will be determined in accordance with cl. 37–Classifications, and will be not less than the rate of pay prescribed by the following table. The rates of pay in the following table apply from the first pay period commencing on or after 1 February in the specified year.

Level	2022	2023	2024
	\$	\$	\$
1	82,050	83,691	85,365
2	84,442	86,131	87,854
3	87,557	89,308	91,094
4	90,789	92,605	94,457
5	94,138	96,021	97,941
6	97,611	99,564	101,555
7	101,214	103,238	105,303
8	104,949	107,048	109,189
9	108,821	110,998	113,218
10	117,719	120,073	122,475

B.2 Weekly rate of pay

The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

B.3 Annual Leave Loading

The annual salary in Sch.B.1 includes annual leave loading.

B.4 Part-time Teacher

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of cl.35.4.

Schedule C– Teacher Allowances for Positions of Responsibility

C.1 The School recognises and values the complexity of a Teacher’s duties and the operational necessity to appoint Teachers to specific positions of responsibility from time to time. The level of a position of responsibility is determined by taking into consideration the number of students in the subject area of responsibility, the number of staff supervised, and the number of timetabled classes or out-of-hours duties required.

C.2 Allowances

		2022
		\$
Learning & teaching	Level 1	2,509
	Level 2	5,021
	Level 3	12,104
	Level 4	13,834
Pastoral	Level 1	2,868
	Level 2	5,480
	Level 3	11,254
Co-curricular	<i>From</i>	2,298

C.3 On 1 February each subsequent year an increase will be applied to each allowance level at the same rate as the Teacher salaries.

Schedule D – Casual Teacher Salaries

D.1 Minimum engagement

A casual Teacher will be engaged for not less than half a day, which may be of either three or four periods, or for a full day, where a day is the usual required attendance time for a Teacher.

D.2 Rate of pay

The following table provides the rates of pay, which includes a 25% casual loading, for a casual Teacher. The rates of pay in the following table apply from the first pay period commencing on or after 1 February in the specified year

	2022	2023	2024
	\$	\$	\$
Hourly Rate	73.50	74.97	76.47
Half Day – 3 Periods	195.26	199.17	203.15
Half Day – 4 Periods	273.35	278.82	284.39
Full Day	390.51	398.32	406.29

Schedule E — General Staff Classifications

E.1 Definitions

E.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.

E.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) **Year 12**

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

(b) **Trade certificate**

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

(c) **Post-trade certificate**

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

(d) **Certificates I and II**

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

(e) **Certificate III**

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

(f) Certificate IV

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

(g) Diploma

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

(h) Advanced diploma

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

(i) Degree

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

(j) Postgraduate degree

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

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

E.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.

E.2 Classifications

E.2.1 Level 1

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

(e) **Typical activities**

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

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

(ii) **Early childhood/childcare services grade 1**

- Learning and implementing the policies, procedures and routines and the requisite basic skills
- Learning how to establish relationships and interacting with children
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Assisting in the development of good relations with families attending the facility
- Performing basic duties, including food preparation, cleaning or gardening
- *Occupational equivalent:* childcare assistant, outside school hours assistant, preschool assistant, kindergarten assistant

(iii) **School administration services grade 1**

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, 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

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- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- *Occupational equivalent*: clerical assistant, data entry operator, front desk/reception assistant, retail assistant, kitchen assistant

(iv) School operational services grade 1

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the 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 non-trade tasks incidental to the employee's work
- Performing general laundry duties

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- Performing general house assistant duties in a boarding house, such as cleaning
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- *Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

E.2.2 Level 2

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

(a) Competency

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

(b) Judgment, independence and problem solving

- (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 2 duties typically require:

- (i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- (ii) completion of Year 12 without work experience;

- (iii) completion of Certificates I or II with work related experience; or
 - (iv) an equivalent combination of experience and training.
- (e) **Typical activities**
- (i) **Classroom support services grade 2**
 - Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
 - *Occupational equivalent:* Teacher aide/assistant, integration aide/assistant
 - (ii) **Curriculum/resources services grade 1**
 - Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
 - Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
 - Maintaining booking and repair/replacement systems for equipment
 - Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
 - Maintaining equipment and materials
 - Caring for fauna and flora
 - Preparing teaching aids under direction
 - Preparing standard solutions and less complex experiments
 - Assisting students and Teachers to use the catalogue and/or locate books and resource materials
 - Explaining the function and use of library and library equipment to students
 - Under direction, assisting teaching staff to take story groups
 - Searching and identifying fairly complex bibliographic material organising inter-library loans
 - Answering ready references inquiries
 - Operating a wide range of audio-visual or computer equipment
 - Demonstrating and explaining the operation of audio-visual, computer and other similar equipment

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- Providing technical support to Teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

(iii) Early childhood/childcare services grade 2

- 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 director or the director's nominee
- Demonstrating knowledge of hygienic handling of food and equipment
- *Occupational equivalent:* childcare assistant

(iv) Wellbeing services grade 1

- Providing first aid services, as the designated first aid officer in the school
- *Occupational equivalent:* first aid officer

(v) School administration services grade 2

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- *Occupational equivalent:* clerical assistant, non-trade qualified cook, kitchen assistant

(vi) School operational services grade 2

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Undertaking general gardening tasks including the preparation and planting procedures
- Laundry duties requiring the application of limited discretion
- 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
- Driving a bus with a carrying capacity of 25 or more passengers
- *Occupational equivalent:* non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

E.2.3 Level 3

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

(a) Competency

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

(b) Judgment, independence and problem solving

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by

selecting from specific choices defined in standard work policies or procedures.

(c) Level of supervision

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

(d) Training level or qualifications

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

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II, with relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training.

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

(e) Typical activities

(i) Classroom support services grade 3

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

(ii) Curriculum/resources services grade 2

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials

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

(iii) Early childhood/childcare services grade 3

- 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:* childcare assistant

(iv) School administration services grade 3

- 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
- Responsibility for operating the school canteen, uniform shop or book shop, including supervision of Employees and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- *Occupational equivalent:* administration assistant, office supervisor, accounts clerk, school secretary (small school)

(iv) School operational services grade 3

- 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 the school canteen, uniform shop or book shop, including supervision of employees and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery as appropriate

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- 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, retail function co-ordinator, security officer, caretaker

E.2.4 Level 4

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

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

(e) Typical activities

(i) Curriculum/resources services grade 3

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

(ii) Early childhood/childcare services grade 3A

- Exercises similar responsibilities as a grade 3 but an Employee at this level has a Diploma in Children's Services.
- *Occupational equivalent:* childcare assistant

(iii) School administration services grade 4

- Responsibility for the smooth and efficient financial administration of a small school
- Responsibility for both secretarial and financial administration of a school office in a small school

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- 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
- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- *Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), Principal's secretary, school development officer

(iv) School operational services grade 4

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- *Occupational equivalent:* advanced tradesperson, head groundsperson (medium or large school)

E.2.5 Level 5

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

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

(e) Typical activities

(i) Curriculum/resources services grade 4

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

(ii) Early childhood/childcare 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:* childcare assistant

(iii) School administration services grade 5

- 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, office supervisor (large school), school development officer

(iv) School operational services grade 5

- Managing a range of functions
- Occupational equivalent: assistant property manager (large school), property manager (medium school)

E.2.6 Level 6

An Employee at this level performs work above and beyond the skills of an Employee at Level 5.

(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 6 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

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

(e) **Typical activities**

(i) **Early childhood/childcare services grade 5**

- *Occupational equivalent:* operating as the assistant director:
- Responsibility for coordinating and directing the activities of Employees, including the Employees engaged in the implementation and evaluation of developmentally appropriate programs
- Contributing, through the director, to the development of the facility or policies and procedures
- Co-coordinating 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 director and for management and compliance with all licensing and all statutory and quality assurance issues
- *Occupational equivalent:* operating as the coordinator:
- Undertaking additional responsibilities, including coordinating the activities of more than one group, supervising Employees, trainees and students on placement and assisting in administrative functions

(ii) **Nursing services grade 1**

- Providing primary nursing care with its associated administrative responsibilities
- *Occupational equivalent:* school nurse

(iii) **School administration services grade 6**

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and 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:* public relations manager/director, school development manager

(iv) **School operational services grade 6**

- Managing a range of functions

- *Occupational equivalent:* property manager

E.2.7 Level 7

An Employee at this level performs work above and beyond the skills of an Employee at Level 6.

(a) Competency

- (i) Within constraints set by management, Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An Employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- (ii) An Employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the Employee may be a recognised authority in a specialised area.

(b) Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of Employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

(c) Level of supervision

Broad direction. May manage other Employees including general Employees.

(d) Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with at least four years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Early childhood/childcare services grade 6

- Responsibility as a director, being responsible for the overall management and administration of the facility, including:
- Supervising the implementation of developmentally appropriate programs for children

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- Recruiting staff in accordance with relevant regulations, as directed by the Principal
- Maintaining day-to-day accounts and handling all administrative matters
- Ensuring that the facility adheres to all relevant regulations and statutory requirements
- Ensuring that the facility meets or exceeds quality assurance requirements
- Liaising with families and outside agencies
- Formulating and evaluating annual budgets
- Providing professional leadership and development to Employees
- Developing and maintaining policies and practices for the facility
- *Occupational equivalent:* childcare centre director

(ii) Nursing services grade 2

- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties
- *Occupational equivalent:* school nurse

(iii) School administration services grade 7

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
- Providing financial advice to the Principal or the business manager
- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (medium school)

E.2.8 Level 8

An Employee at this level performs work above and beyond the skills of an Employee at Level 7.

(a) Competency

Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(b) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

(c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.

(d) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Early childhood/childcare services grade 6

- Responsibilities are the same as for a grade 6 classified at Level 7
- This level applies where the number of places in the centre exceeds 60

(ii) Wellbeing services grade 5

- Manages a counselling or multi-disciplinary service in a large school
- *Occupational equivalent:* manager of counselling services

(iii) Nursing services grade 3

- Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other Employees of the school's health service
- *Occupational equivalent:* nurse in charge

(iv) School administration services grade 8

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
- Undertaking the role of an assistant bursar/business manager in a large school
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (large school), assistant bursar/business manager (large school)

Schedule F — General Staff Salaries

F.1 Annual rates of pay

The Employer will pay an adult Employee not less than the annual rate of pay specified for the Employee's classification prescribed by the following table. The rates of pay in the following table apply from the first pay period commencing on or after 1 February in the specified year.

Classification	2022	2023	2024
Level	\$	\$	\$
Level 1			
1.1	48,253	49,219	50,203
1.2	49,113	50,096	51,098
1.3	50,040	51,041	52,062
Level 2			
2.1	51,196	52,220	53,264
2.2	52,374	53,422	54,490
Level 3			
3.1	54,550	55,641	56,754
3.2	56,351	57,478	58,628
Level 4			
4.1	56,351	57,478	58,628
4.2	57,435	58,584	59,755
Level 5			
5.1	59,228	60,413	61,621
5.2	61,107	62,329	63,576
Level 6			
6.1	64,230	65,514	66,825
6.2	66,432	67,761	69,116
Level 7			
7.1	66,733	68,067	69,429
7.2	70,439	71,847	73,284
7.3	75,130	76,633	78,166
Level 8			
8.1	81,455	83,085	84,746

F.2 Annual rate of pay

The weekly rate of pay will be determined by dividing the annual rate by 52.18.

F.3 Annual Leave Loading

The annual salary in Sch.E.1 includes annual leave loading.

F.4 Commencement level and progression

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

Classification	Commencement level
School operations services grade 1	Level 1.1
School administration services grade 1	Level 1.2
Classroom support services grade 1	Level 1.3
Preschool/childcare services grade 1	
Classroom support services grade 2	Level 2.1
Curriculum/resources services grade 1	
Preschool/childcare services grade 2	
Boarding supervision services grade 1	
Wellbeing services grade 1	
School administration services grade 2	
School operational services grade 2	
Classroom support services grade 3	Level 3.1
Curriculum/resources services grade 2	
Preschool/childcare services grade 3	
Boarding supervision services grade 2	
School administration services grade 3	
School operational services grade 3	

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Classification	Commencement level
Curriculum/resources services grade 3	Level 4.1
Preschool/childcare services grade 3A	
Boarding supervision services grade 3	
Wellbeing services grade 2	
School administration services grade 4	
School operational services grade 4	
Curriculum/resources services grade 4	Level 5.1
Preschool/childcare services grade 4	
Boarding supervision services grade 4	
School administration services grade 5	
School operational services grade 5	
Preschool/childcare services grade 5	Level 6.1
Wellbeing services grade 3	
Nursing services grade 1	
School administration services grade 6	
School operational services grade 6	
Wellbeing services grade 4	Level 7.1
Nursing services grade 2	
School administration services grade 7	
Preschool/childcare services grade 6 (1–39 places)	Level 7.2
Preschool/childcare services grade 6 (40–59 places)	Level 7.3
Nursing services grade 3	Level 8
Preschool/childcare services grade 6 (60 or more places)	
Wellbeing services grade 5	
School administration services grade 8	

F.5 Junior Employees

A junior Employee, who is appointed at classification Level 1 or 2, is to be paid at the following percentage of the appropriate adult rate of pay for the position performed.

Age	% of adult rate
Under 17 years of age	50
17 years of age	60

Ruyton Girls' School Agreement 2022

Age	% of adult rate
18 years of age	70
19 years of age	80
20 years of age	90

Schedule G — General Staff Allowances

G.1 First aid allowance

G.1.1 Application

An Employee who is designated by the Employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance of:

- (a) 1.65% of the standard rate per annum; or
- (b) 1/240th of the allowance in Sch.G.1.1(a), if designated on a per day basis.

G.1.2 Excluded Employees

This allowance does not apply to:

- (a) a nurse;
- (b) an Employee employed exclusively as a first aid officer; or
- (c) an Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

G.2 Meal allowance

Where an Employer requires an Employee:

- (a) to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.5 hours), the Employer will provide a meal to the Employee. The exception to this is if an Employee could reasonably return home for a meal

Schedule H – Non-Teaching Term Time Salary

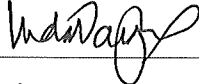
H.1 Annual rates of Pay

The Employer will pay an adult Employee not less than the annual rate of pay specified for the Employee's classification prescribed by the following table. The rates of pay in the following table apply from the first pay period commencing on or after 1 February in the specified year.

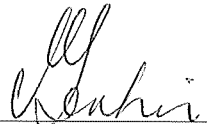
Classification Level	2022 \$	2023 \$	2024 \$
Level 1			
1.1	41,614	42,446	43,295
1.2	42,355	43,203	44,067
1.3	43,155	44,018	44,898
Level 2			
2.1	44,152	45,035	45,935
2.2	45,168	46,071	46,992
Level 3			
3.1	47,044	47,985	48,944
3.2	48,597	49,569	50,561
Level 4			
4.1	48,597	49,569	50,561
4.2	49,532	50,522	51,533
Level 5			
5.1	51,078	52,100	53,142
5.2	52,698	53,752	54,827
Level 6			
6.1	55,392	56,500	57,630
6.2	57,291	58,437	59,605
Level 7			
7.1	57,550	58,701	59,875
7.2	60,746	61,961	63,200
7.3	64,792	66,088	67,410
Level 8			
8.1	70,247	71,652	73,085

EXECUTED as an agreement this

EMPLOYER REPRESENTATIVE

Signed: 
Date: 25.05.22
Name in full (printed): LINDA DOUGLAS
Position title: PRINCIPAL
Authority to sign explained: EMPLOYER REPRESENTATIVE.
Address: RUYTON GIRLS' SCHOOL 12 SELBOURNE
RD KEW 3101
Witnessed by: Katherine Pomopoulos
Witness name in full: Katherine
Witness address: Ruyton Girls' School
12 Selbourne Road, Kew

EMPLOYEE REPRESENTATIVE

Signed: 
Date: 25/05/2022.
Name in full (printed): MICHELE JENKIN
Position title: FINANCE & COMPLIANCE RECEIVABLES
Authority to sign explained: EMPLOYEE BARGAINING COMMITTEE REP.
Address: 12 SELBOURNE ROAD
KEW VIC 3101.
Witnessed by: Nicola Hansen
Witness name in full: NICOLA HANSEN
Witness address: 12 Selbourne Rd
Kew Vic 3101

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/1535

Applicant:

Ruyton Girls' School

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190 of the *Fair Work Act 2009* (Cth)

Pursuant to s. 190 of the *Fair Work Act 2009* (Cth), I, Tim Rowler, Director of Business and Finance of Ruyton Girls' School (**Ruyton**) give the following undertakings with respect to the *Ruyton Girls' School Agreement 2022* (**Agreement**):

1. I have the authority given to me by Ruyton to provide this undertaking in relation to the application for the Agreement's approval before the Fair Work Commission.
2. Instead of the rates of pay set out in item D.2 of Schedule D of the Agreement, Ruyton will pay casual teachers in accordance with the below table:

	2022	2023	2024
Hourly Rate	\$79.97	\$81.57	\$83.20
Half Day – 3 Periods	\$212.44	\$216.69	\$221.02
Half Day – 4 Periods	\$297.39	\$303.34	\$309.40
Full Day	\$424.86	\$433.36	\$442.02

3. For the purposes of clause 49.1(c), the annual salary will be paid in satisfaction of cl. 52 and 53 – Penalty rates and Overtime, not cl. 53 and 54 (noting that clause 54 does not exist).
4. When conducting reviews of annualised salaries under clause 49.3 of the Agreement, instead of conducting reviews in line with the terms of clause 49.3, Ruyton will ensure that:
 - a. reviews are conducted at Ruyton's initiative;
 - b. reviews are conducted on a quarterly basis each year;
 - c. reviews will consider whether the annual salary paid to each Employee covered by clause 49 is less than what that the Employee would have received under the *Educational Services (Schools) General Staff Award 2020* (**Award**); and
 - d. to the extent that a review identifies that an Employee has been paid less than the Employee would have received under the Award, Ruyton will pay to the Employee:
 - i. an amount equivalent to the shortfall between the Employee's annual salary paid pursuant to clause 49, and their minimum entitlements under the Award; and

- ii. an additional amount equivalent to 5% of that shortfall.
-
- 5. Instead of the ordinary hours set out in clause 44.3(d) of the Agreement, the ordinary hours of work for gardening, turf maintenance and farming employees will be Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon.
 - 6. Subject to undertaking 7 below, if any Employee covered by Award works either an 'afternoon shift' or a 'night shift' as defined in clause 22.1 of the Award, they will be paid as follows:
 - a. 115% of the hourly rate equivalent of the Employee's salary at Schedule F – General Staff Salaries for each hour worked as an afternoon shift or night shift;
 - b. 130% of the hourly rate equivalent of the Employee's salary at Schedule F – General Staff Salaries for each hour worked as a permanent night shift.
 - 7. The penalty rates in undertaking 6 above relating to afternoon and evening shifts are not intended to be cumulative with other penalty rates provided in the Agreement. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will receive the highest single penalty rate.



Signature – Tim Rowler, Director of Business and Finance

17/06/2022

Date