



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Southern Cross Grammar
(AG2023/3167)

SOUTHERN CROSS GRAMMAR ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 3 OCTOBER 2023

Application for approval of the Southern Cross Grammar Enterprise Agreement 2023

[1] An application has been made pursuant to s 185 of the *Fair Work Act 2009* (the Act) for the approval of a single enterprise agreement known as the *Southern Cross Grammar Enterprise Agreement 2023* (Agreement).

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

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

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

[5] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 10 October 2023. The nominal expiry date of the Agreement is 3 October 2027.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/3167

Applicant:
Southern Cross Grammar

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Matt Dodd, Principal have the authority given to me by Southern Cross Grammar to give the following undertakings with respect to the *Southern Cross Grammar Enterprise Agreement 2023* ("the Agreement"):

1. Southern Cross Grammar undertakes that cl.37.1 will now read as follows:
"The notice of termination required to be given by a Teacher to the School is seven (7) term weeks' notice in writing."
2. Southern Cross Grammar undertakes to delete cl.40.2 of the Agreement.

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



Signature

26/09/2023

Date

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

**SOUTHERN CROSS
GRAMMAR
ENTERPRISE AGREEMENT
2023**

SOUTHERN CROSS GRAMMAR ENTERPRISE AGREEMENT 2023

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

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

2 ARRANGEMENT

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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

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

4 APPLICATION AND COVERAGE

- 4.1 This Agreement covers:
- (a) the Employer;
 - (b) Teachers, including Permission to Teach Teachers; and
 - (c) General Staff as defined in clause 8 of this Agreement.
- 4.2 This Agreement does not apply to:
- (a) the Principal;
 - (b) a Deputy Principal or Executive Team Member, however named
 - (c) a Bursar or Business Manager, however named, being the most senior administrative employee employed with the delegated authority to act for the employer; or
 - (d) an Employee who has been given an undertaking that their annual earnings will be in excess of the high income threshold, pursuant to section 330 of the *Fair Work Act 2009* (Cth).

5 NO EXTRA CLAIMS

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

6 RELATIONSHIP TO AWARDS

- 6.1 This Agreement incorporates the terms of the *Educational Services (Teachers) Award 2020*, and the *Educational Services (Schools) General Staff Award 2020* (Awards), as in force from time to time.
- 6.2 To the extent that a term of this Agreement deals with or provides for a term or condition contained in either of these Awards this Agreement will override the Award term or condition.
- 6.3 Where this Agreement is silent on a particular matter the terms of the relevant Award shall apply.
- 6.4 Reference to Award clause numbers are numbered as at the date of this Agreement. In the event that the clause numbers in the Awards are varied, the references to clause numbers in the Agreement will also be varied.

7 NATIONAL EMPLOYMENT STANDARDS

- 7.1 The National Employment Standards (NES) as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) (the Act) are the minimum entitlements applying to an Employee covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 7.2 This Agreement, the *Educational Services (Teachers) Award 2020* or the *Educational Services (Schools) General Staff Award 2020* will provide industry or enterprise specific detail where it deals with a matter provided for in the NES.

8 DEFINITIONS

Awards	means the <i>Educational Services (Teachers Award) 2020</i> and the <i>Educational Services (Schools) General Staff Award 2020</i> , unless separately specified
Employee	means a person covered by this Agreement
Employer	means Southern Cross Grammar ABN 35 149 437 276
FW Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor

FWC	means the Fair Work Commission or its successor
General Staff	means an Employee engaged to work in: <ul style="list-style-type: none"> • Classroom support services • Curriculum/resources services • Instructional services (other than sports assistants or sports coaches) • School administration services • School operational services • Wellbeing services as defined by the <i>Educational Services (Schools) General Staff Award 2010</i> or its successor
General Staff Award	means the <i>Educational Services (Schools) General Staff Award 2020</i> or its successor
Immediate family	as defined by the <i>Fair Work Act 2009</i> (Cth)
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 <i>Fair Work Act 2009</i> (Cth)
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
Principal	means Principal of Southern Cross Grammar or his or her nominee
Registered Health Practitioner	means a person registered under the <i>Health Practitioner Regulation National Law (Victoria) Act 2009</i>
Shut down period	means any period of time where the Employer shuts down or closes the whole or part of their operations. A shut down period may be designated during non term weeks where students are not in attendance at the School
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach an educational program. This definition includes a person who has permission to teach from the Victorian Institute of Teaching, and a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Teachers Award	means the <i>Educational Services (Teachers) Award 2020</i> or its successor
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor

PART 2 – MANDATORY TERMS

9 DISPUTE RESOLUTION PROCEDURE

9.1 This clause specifically replaces clause 9 of the General Staff Award and clause 9 of the Teachers Award.

9.2 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

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

9.4 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.

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

9.6 The FWC may deal with the dispute in two (2) stages:

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, where both parties consent, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- (c) Consent referred to in clause 9.6(b) will not be unreasonably withheld.

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

9.7 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. applicable occupational health and safety legislation 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.

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

10 AGREEMENT FLEXIBILITY

10.1 This clause specifically replaces clause 5 of the Teachers Award and clause 7 of the General Staff Award.

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

(a) the Agreement deals with one or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the Employer and Employee.

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

(a) are about permitted matters under section 172 of the FW Act; and

(b) are not unlawful terms under section 194 of the FW Act; and

(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

10.4 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.

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

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

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or

- (b) if the Employer and Employee agree in writing - at any time.

11 CONSULTATION ABOUT CHANGE

This clause specifically replaces clause 29 of the Teachers Award and clause 29 of the General Staff Award.

11.1 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 the 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 clause 11.1

Major change

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

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 11.3 to 11.9 apply.

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

11.4 If:

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

the Employer must recognise the Representative.

- 11.5 As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 11.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 11.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 11.8 If a 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 clause 11.2(a) and clauses 11.3 and 11.5 are taken not to apply.
- 11.9 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.

Change to regular roster or ordinary hours of work

- 11.10 For a change referred to in clauses 11.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) clauses.11.11 to 11.15 apply.

11.11 The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.

11.12 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.

11.13 The Employer must:

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

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

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

11.16 For the purposes of clauses.11.11 to 11.15, 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.

11.17 However, where a change to the educational timetable directly results in a change to the number of ordinary hours of work of an Employee, or to the spread of hours over which the Employee's ordinary hours, are required to be worked, clauses 11.11 to 11.15 will apply.

PART 3 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

12 PERSONAL/CARER'S LEAVE

- 12.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 12.2 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.
- 12.3 The personal/carer's leave entitlement for a full-time employee equates to 15 days per year of service. A part-time Employee is entitled to be paid personal/carer's leave on a pro rata basis, based on their ordinary hours of work.
- 12.4 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) six (6) days during the first term of employment, and a further three (3) days during each of the next three (3) terms, if in the first year of employment with the Employer, or
 - (b) up to the annual entitlement of 15 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.
- 12.5 Paid personal leave is taken due to a personal illness or injury.
- 12.6 Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 12.7 Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two (2) days unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.
- 12.8 A casual Employee may take up to two (2) days unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.

Notice and evidentiary requirements

- 12.9 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.
- 12.10 An Employee is entitled to personal/carer's leave provided that:
- (a) the Employee produces a medical certificate from a Medical Practitioner, evidence from a Registered Health Practitioner or a statutory declaration to the Employer for any absence of more than two (2) consecutive days;
 - (b) the Employee provides a medical certificate from a Medical Practitioner, evidence from a Registered Health Practitioner or a statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;
 - (c) the Employee produces a medical certificate from a Medical Practitioner, evidence from a Registered Health Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five (5) days in the one School year.

Special Leave

- 12.11(a) A full-time Employee is entitled to two (2) days special leave per year to be taken from an Employee's personal/carer's leave entitlement. An Employee who is employed on a part-time basis and/or who gives service for less than the full School Year will have pro rata of two (2) days special leave.
- (b) Whilst an Employee's entitlement to personal/carer's leave accrues each year, an Employee cannot request more than two (2) days special leave per year.

Request for special leave

- 12.12 An Employee must:
- (a) request special leave in writing and provide the reason for requesting the leave;
 - (b) make the request not less than 48 business hours prior to the proposed commencement time of the leave, unless the reason for requesting special leave was not known at this time;
 - (c) take special leave as full day; and
 - (d) one (1) full day per single occasion is permissible.

Approval of special leave request

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

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

Purposes of special leave

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

- (a) to assist with moving houses;
- (b) to attend the funeral of a person who is not a member of the Employee's immediate Family or household;
- (c) for pre-natal appointments associated with pregnancy, fertility treatment, adoption, surrogacy or permanent care orders, noting that an Employee may access personal/carer's leave under clause 12 (Personal/carer's leave) instead of, and/or in addition to, special leave;
- (d) for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander;
- (e) to support a person experiencing family violence in order to accompany them to court, to hospital or to mind children;
- (f) study leave; and
- (g) as otherwise agreed to by the Principal or their Delegate.

13 LONG SERVICE LEAVE

Entitlement

- 13.1 An Employee is entitled to long service leave in accordance with the NES or, where applicable, the *Long Service Leave Act 2018 (Vic)* (or its successor). This Agreement provides ancillary or supplementary terms.
- 13.2 An Employee is entitled to long service leave of thirteen weeks at their ordinary rate of pay upon the completion of ten years of continuous employment.
- 13.3 An Employee may take accrued pro rata long service leave after the completion of seven (7) years of continuous employment.
- 13.4 Accrued, but untaken, long service leave will be paid in lieu where an Employee's employment is terminated after seven (7) years of continuous employment.

Payment during long service leave

13.5 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.

13.6 In all other circumstances, payment will be as follows:

(i) Teachers, Nurses and General Staff Employees whose entitlements fall under the *Victorian Independent Schools – Clerical/Administrative Employees – Award 2004* as per the NES whose time fraction has varied during service:

- is paid at a proportionate rate during long service leave, and
- the rate is determined by calculating an average of the time fractions over the period of eligible service.

(ii) All other General Staff Employees will be entitled to payment for long service leave calculated in accordance with the *Long Service Leave Act 2018 (Vic)*, as amended from time to time.

Timing and taking of long service leave

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

13.8 The period of long service leave for a Teacher will usually be for not less than a school term. An application by a Teacher for a shorter period of long service leave will be considered by the Principal. Where a Teacher applies to take long service leave, the application must be in writing and submitted to the Principal no later than 12 months before the requested leave starts. An application for long service leave that falls outside these requirements will only be considered in exceptional circumstances. Where a teacher does not have sufficient leave to cover an entire term, a period of unpaid leave may be granted by the Principal.

13.9 The period of long service leave for a General Staff Employee will be for not less than one (1) day. Where a General Staff Employee applies to take long service leave, they must provide reasonable notice. The application must be in writing and submitted to the Principal. Where a General Staff Employee is applying to take long service leave for a period more than 2 weeks, they must provide a minimum of six (6) months' notice. Where a General Staff Employee is applying to take long service leave for a period of 2 weeks or less, they must provide a minimum of four (4) weeks' notice. An application for long service leave that falls outside these requirements will only be considered in exceptional circumstances. A General Staff Employee may access long service leave at half pay.

Illness on Long Service Leave

13.10 Subject to clause 13.13, if an Employee becomes ill while on long service leave, the Employee is entitled to have the period of illness treated as personal leave, provided the Employee is entitled to personal leave and can produce a valid

medical certificate for the period of personal leave. The Employee's long service leave will be extended by the period of illness.

13.11 An exception to clause 13.13 is that an Employer and an Employee may agree that the Employee will return from long service leave as planned with the period of illness or injury increasing the teacher's accrued long service leave entitlement.

13.12 The Employee's application:

- (i) must be received by the Employer during the period of illness or injury;
- (ii) must be in writing unless the injury or illness is such that the Employee is unable to write;
- (iii) must be accompanied by certificate from a medical practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (iv) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

14 PARENTAL LEAVE

Basic Entitlement

14.1 Instead of the entitlement in s.70 of the FW Act, an Employee upon completion of 12 months continuous service with the Employer is entitled to take up to 24 months unpaid parental leave in relation to the birth or adoption of a child.

14.2 The entitlement is a combination of the entitlements under ss. 70 and 76 of the FW Act.

14.3 Instead of the period of 12 months available parental leave period referred to in s.75(2) of the FW Act, the period of available parental leave will be 24 months.

No extension beyond 24 months after birth or placement

14.4 An Employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

15 PAID PARENTAL LEAVE

Application

15.1 This clause does not apply to a casual or fixed-term Employee except where the employee has 24 months of continuous service.

15.2 This clause applies to a full-time or part-time Employee who is entitled to unpaid

parental leave in accordance with the NES and clause 15 – Parental Leave.

15.3 The payments in clauses 15.4 and 15.8:

- (a) are not payable during a period of paid leave;
- (b) are payable from the commencement date of the period of parental leave upon the birth or adoption of a child;
- (c) are paid at the Employee's ordinary rate of pay;
- (d) are payable to one Employee only, where the Employer employs both parents of the child; and
- (e) do not accrue non-term weeks (for Teachers).

Birth-related leave and adoption-related leave

15.4 An Employee will be entitled to:

- (a) from the commencement of the Agreement, sixteen (16) weeks of leave with pay.

to be responsible for the care of the child. This payment is inclusive of annual leave that would otherwise accrue, as defined by the FW Act.

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

15.5 If the Employee takes less parental leave than the number of entitled weeks of leave with pay, the Employee will be paid for the period of leave taken.

15.6 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 clause 15.4 or 15.8 for the birth or placement of a second or subsequent child.

15.7 An Employee is entitled to payment under either clause 15.4 or 15.8 in relation to the birth or adoption of a child. An Employee is not entitled to payment under both clause 15.4 and clause 15.8 for the same child.

Partner leave

- 15.8 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 20 days, will be paid for that time.

16 LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement or the Awards do not accrue during any period of leave without pay except for long service leave as applicable.

17 INFECTIOUS DISEASES LEAVE

- 17.1 Subject to clause 17.2, an Employee (other than a casual employee) who is suffering from one of the infectious diseases known as:

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

and the Principal is satisfied on medical evidence that the Employee has contracted the disease through a contact at the school and the disease is evident in the school, the Employee will be granted up to five (5) days leave (non-cumulative) without deduction of pay, per School Year. A part-time Employee is entitled to a pro rata amount of leave under this clause based on their ordinary hours of work.

- 17.2 The Employee must produce a medical certificate which specifically names the disease.

18 FAMILY VIOLENCE LEAVE

Definition

- 18.1 **Family violence** is defined in the *Family Violence Protection Act 2008*.

- 18.2 **Family member** means:

- (a) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee;
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee;
- (c) A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules;
- (d) In this clause a spouse or de facto partner includes a former spouse or de facto partner.

Leave entitlement

18.3 All Employees subject to family violence are entitled to fifteen (15) days per year of paid family violence leave for the purpose of:

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

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

Notice and Evidentiary Requirements

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

18.6 The Employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 18.2. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the employee may provide a statutory declaration.

18.7 Personal information provided by the Employee to the Employer concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary, such as for operational or safety reasons.

18.8 The Employer will not place the documentary evidence provided under clause 18.6 or 18.7 on the Employee's file, unless expressly permitted by the Employee. Instead, the Employer may place a note on the Employee's file confirming:

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

18.9 The paid entitlement in clause 18.3 will be offset against the paid NES leave entitlement.

19 COMMUNITY SERVICE LEAVE (INCLUDING JURY SERVICE LEAVE)

19.1 Community service leave is provided for in the NES. This clause supplements the NES provisions.

Jury service leave

19.2 An Employee required to serve as a juror is entitled to leave at full pay for the period of amount of the salary which the Employee would ordinarily have received for the duration of the jury service.

19.3 Before jury service leave is granted, the Employee is required to provide proof of the requirement to attend for jury service, the expected duration of jury service and any changes to the estimated duration of estimates of the duration of the absence from work.

19.4 The Employee is obliged to pay to the Employer the full amount received from the Court Authorities for jury service. The Employee must pay this amount to the Employer as soon as practicable.

Voluntary emergency management activity leave

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

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

20 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.

21 REDUNDANCY

21.1 Redundancy pay is provided for in the NES except where this clause provides ancillary or supplementary terms.

21.2 The amount of redundancy pay equals the total amount payable to the Employee for the redundancy pay period worked out using the following table at the Employee's base rate of pay for his or her ordinary hours of work:

<u>Employee's period of continuous service with the employer on termination</u>	<u>Severance Pay</u>
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	18 weeks

21.3 For the avoidance of doubt, a Teacher's base rate of pay includes any leadership or leading teacher allowance that the Teacher is in receipt of, at the time the Teacher's position is declared redundant.

22 ACCIDENT PAY

22.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (WIRC Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 26 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

22.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then the Employee does not accrue any of the following entitlements under this Agreement or under the FW Act (where relevant) for the duration of any such absence:

- i. paid personal/carer's leave.

23 MINIMUM EMPLOYMENT PERIOD

23.1 An Employee's employment is contingent upon the satisfactory completion of a six (6) month minimum employment period as defined by the FW Act.

23.2 If the Employer is to terminate the employment of an Employee during the minimum employment period, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time.

23.3 If the Employer is to terminate the employment of an Employee within the six (6) month minimum employment period, the Employee is entitled to notice prescribed

as follows or payment in lieu of notice.

Employee	Period of Notice
Teachers	7 term weeks
General Staff	1 week

23.4 If the Employee is to resign within the six (6) month minimum employment period, then the Employee is required to give the same notice required of the Employer in clause 23.3 above

24 PERFORMANCE AND CONDUCT MANAGEMENT

Application

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

- (a) where an Employee's employment is terminated during the minimum employment period pursuant to clause 23 - Minimum employment period; or
- (b) for a casual Employee.

Performance Management

24.2 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.

24.3 A formal performance management procedure will commence with the Employer advising the Employee in writing of:

- (a) the Employer's concern(s) with the Employee's performance;
- (b) the time, date and place of the first formal meeting to discuss the Employee's performance;
- (c) 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;
- (d) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).

24.4 Formal performance management meetings will

- (a) include discussion of the Employer's concern(s) with the Employee's performance;
- (b) give the Employee an opportunity to respond to the Employer's concern(s);
- (c) include discussion of any counselling or assistance, where appropriate, available to the Employee;
- (d) include documentation, where appropriate;
- (e) set periods of review, as appropriate.

24.5 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.

Conduct Management

24.6 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.

24.7 The Employer will advise the Employee in writing of:

- (a) the Employer's concern(s) with the Employee's conduct;
- (b) the time, date and place of the meeting to discuss the Employee's conduct;
- (c) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
- (d) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.

24.8 The formal conduct management meeting(s) will:

- (a) include discussion of the Employer's concern(s) with the Employee's conduct;
- (b) give the Employee an opportunity to respond to the Employer's concern(s).

24.9 Concern(s) with an Employee's conduct may be resolved by:

- (a) 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;
- (b) issuing the Employee with a warning or a final warning in writing;
- (c) terminating the employment of the Employee in accordance with the relevant notice provision;
- (d) other action, appropriate to the situation.

25 TUITION FEE DISCOUNT

25.1 From the commencement of the 2018 School year, and for tuition fees applicable in 2018, an Employee (other than a fixed term or casual Employee) who enrolls their child at Southern Cross Grammar, is entitled to a tuition fee discount on the following basis:

Staff with time fraction of 0.8 FTE (or higher)	20 per cent per child
Staff with all other time fractions	Pro rata of 20% according to FTE per child

- 25.2 Where both parents of a child enrolled at Southern Cross Grammar are employees of the Employer, only one tuition fee discount applies to the child.
- 25.3 Where a child enrolled at Southern Cross Grammar is awarded a bursary/scholarship or any other tuition discount, the Employee is entitled to choose whether the tuition fee discount, the bursary/scholarship or other tuition discount applies to the enrolment of the child.
- 25.4 An Employee will be responsible for any payment of Fringe Benefits Tax associated with the tuition fee discount.
- 25.5 For an Employee to be entitled to the tuition fee discount, the Employee must pay the tuition fee in accordance with the Employer's School Fee Policy.
- 25.6 An Employee is entitled to the tuition fee discount during all periods of paid leave and during a period of leave without pay of up to 12 months.

26 CAMP ALLOWANCE

An Employee, other than a casual Employee, that is required by the Employer to attend an overnight camp, will be entitled to time in lieu or payment in accordance with the Camps Policy. The Camps Policy is not incorporated into and does not form part of the Agreement.

27 MEAL ALLOWANCE

The Employer will supply an Employee with a meal, or a meal allowance of \$20, should the Employer require an Employee to remain at the School continuously until after 7 p.m. on any day.

28 FIXED TERM EMPLOYEES

- 28.1 A fixed term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for part of a year.
- 28.2 A fixed term Employee is not entitled to any of the following benefits under this Agreement:
- Notice of termination of employment (where the date of cessation of employment is stated at the time of appointment)
 - Redundancy
 - Tuition fee discount
 - Paid Parental Leave except where the employee has 24 months of continuous service.

29 CASUAL EMPLOYEES

A casual Employee is not entitled to any of the following benefits under this Agreement or Awards:

- Notice of termination of employment
- Redundancy
- Annual Leave
- Camp allowance
- Paid personal/carer's leave
- Family Violence Leave
- Tuition Fee Discount
- Infectious diseases leave
- Paid parental leave
- Performance and conduct management process
- Accident pay

30 CONSULTATIVE COMMITTEE

Purpose

- 30.1 It is acknowledged that the overall purpose of consultation is to provide an environment for communication about matters that affect Employees and in doing so, establish a consultative mechanism to support communication.
- 30.2 The Principal or Principal's delegate shall consult with the Consultative Committee on matters such as:
- a) Term dates
 - b) Professional Development days and meeting schedules
 - c) Parent/Teacher Interviews
 - d) the Workload Policy

Composition

- 30.3 A Consultative Committee shall comprise:
- (i) the Principal or the Principal's delegate;
 - (ii) two (2) additional nominees of the Principal/Principal's delegate;
 - (iii) the Director of People and Culture (iv) three (3) elected Teacher Representatives; one (1) from each of the Secondary School, Primary School and a Specialist teacher, and three (3) elected General staff; one (1) from Secondary School, one (1) from Primary School and one (1) from Corporate Services;
 - (v) the elected Representatives will hold office for a maximum of two (2) years;

- 30.4 The Representatives elected may resign their office at any time by notice in writing to the Principal/Principal's delegate.
- 30.5 The Consultative Committee may make recommendations to the Principal/Principal's delegate in respect of the matters of relevance to Teachers and General Staff.
- 30.6 The Consultative Committee acknowledges that the final decision making remains the prerogative of the Principal/Principal's delegate.
- 30.7 The appointed and elected members of the Consultative Committee shall establish in writing the:
- (i) role and functions of the Consultative Committee
 - (ii) the processes associated with calling a meeting, which may be at the request of the Principal/Principal's delegate or not less than three (3) elected members of the Consultative Committee;
 - (iii) the number of meetings to be scheduled during a School year, but at most one (1) meeting per term, unless the majority of members agree to additional meetings, if required;
 - (iv) administrative processes such as the development of agendas, notice of meetings, timing of meetings, preparation and circulation of meeting notes, confidentiality requirements, etc.;
 - (v) mechanisms for feedback to other staff.
- 30.8 The Director of People and Culture will continue to play a key role in consultation and feedback directly with staff. The Consultative Committee will not replace any elements of that role.

PART 4 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

31 HOURS OF WORK

- 31.1 This clause is to be read in conjunction with the Workload Policy. The Workload Policy provides further details on teacher workload. This Policy is not incorporated into and does not form part of the Agreement.
- 31.2 The maximum face-to-face teaching hours per week will be as follows:
- a) 20.7 hours per week for a Full-time Primary School Teacher;
 - b) 20.0 hours per week for a Full-time Secondary School Teacher;
 - c) A Teacher's face-to-face teaching hours may include timetabled classes in both the Primary and Secondary Schools. In the event that this occurs, the Teacher's time fraction and salary will be calculated by applying the appropriate hours of duty for the Primary and Secondary Schools to the face-to-face teaching hours assigned for each School.
- 31.3 For a Part-Time Teacher, the pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for a Part-Time Teacher by the number of face-to-face teaching hours for a Full Time Teacher as calculated in clause 31.3.
- 31.4 A variation of part-time hours may occur due to changing operational need. The Employer may reduce a part-time employee's hours by 25% or less. If a part-time employee's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of redundancy. If the reduction is more than 35% in any two (2) year period, clause 21 (Redundancy) will apply and the Employee may choose redundancy. Discussion will be held in regard to any variation of part time hours sought by the Employer or Employee. If there is no agreement for a reduced time fraction then 7 weeks' notice in writing will be provided and salary maintained for these 7 weeks.
- 31.5 The Employer will provide written notice of the term weeks and days in non-term times on which the Employees are required to attend 12 months in advance of the requirement to attend.

32 SALARIES

Instead of the salaries provided for in clause 17 of the Teachers Award, the salaries provided for in Schedule A to this Agreement will apply to Teachers employed by the Employer.

33 RECOGNITION OF PREVIOUS SERVICE

- 33.1 This clause replaces clause 14 of the Teachers Award.

- 33.2 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule A according to qualifications and teaching experience. **Teaching experience** does not include:
- 33.2.1 employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program);
 - 33.2.2 employment in an English Language School; or
 - 33.2.3 experience gained overseas before being conferred with the requisite Australian qualifications.
- 33.3 Where a Teacher has previous experience working as a Teacher at another School, on commencement the Employer will take into consideration the Teacher's classification at the time of cessation of employment in a teaching position, at their most recent place of employment.
- 33.4 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.

34 PROGRESSION

- 34.1 This clause replaces clause 14.3 of the Teachers Award.
- 34.2 A Teacher who is four (4) year trained will commence on Level 1 of the salary scale in Schedule A of this Agreement and will progress in accordance with clause 34.5.
- 34.3 A Teacher who is five (5) year trained will commence on Level 2 of the salary scale in Schedule A of this Agreement and will progress in accordance with clause 34.5.
- 34.4 A Teacher who has permission to teach will commence on Level 1 of the salary scale in Schedule A of this Agreement, but will not progress beyond Level 2. Upon completion of their training and obtainment of registration with the Victorian Institute of Teaching, the Teacher will be eligible to progress beyond Level 2 provided they have met the requirements to progress beyond Level 2 in accordance with clause 34.5.
- 34.5 A Teacher will progress to Level 11 in annual increments on the anniversary of the teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year. A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

35 LEADERSHIP ALLOWANCE

A Teacher in a position of leadership will be paid not less than the relevant salary in this Agreement in accordance with their classification, plus an allowance as nominated by the Principal that will be no less than the allowance that would have otherwise applied under the Teachers Award.

36 LEADING TEACHER ALLOWANCE

- 36.1 The Leading Teacher Allowance is a monetary allowance, payable for a nominated period of time, of an amount determined by the Principal.
- 36.2 To be eligible for the Leading Teacher Allowance a Teacher may apply in writing to the Principal, in the format as determined by the Employer.
- 36.3 A decision to grant the Leading Teacher Allowance to a Teacher is discretionary and will be based on the Teacher demonstrating the requirements, as determined by the Employer.

37 NOTICE OF TERMINATION

- 37.1 The notice of termination required to be given by a Teacher to the School is seven (7) term weeks' notice in writing. If a Teacher fails to give the specified notice, the Employer may deduct from wages due to the Teacher under this Agreement, an amount that is no more than two (2) weeks' wages for the Teacher. Any deduction must not be unreasonable in the circumstances.
- 37.2 The employment of a Teacher will not be terminated without at least seven (7) Term weeks' notice (inclusive of the notice required under the NES), the payment of seven (7) 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 (7) Term weeks.

PART 5 – CONDITIONS OF EMPLOYMENT FOR GENERAL STAFF

38 SALARIES

- 38.1 Instead of the salaries provided for in clause 17 of the General Staff Award, the salaries provided for in Schedules B, C or D to this Agreement will apply to General Staff employed by the Employer.

39 ANNUAL LEAVE

- 39.1 This clause supplements the annual leave provisions provided for in the NES and the General Staff Award.
- 39.2 A full time General Staff Employee is entitled to five (5) weeks paid annual leave for each year of service. A part-time General Staff employee will be entitled to the pro rata amount based on their ordinary hours of work.

40 NOTICE OF TERMINATION

- 40.1 The notice of termination required to be given by a General Staff Employee to the School is as follows:

Employee's period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- 40.2 If a General Staff Employee fails to give the specified notice, the Employer may deduct from wages due to the General Staff Employee (if the Employee is at least 18 years old) under this Agreement, an amount that is no more than one (1) weeks' wages for the General Staff Employee. Any deduction must not be unreasonable in the circumstances.

EXECUTED as an Agreement this 8th day of September 2023.

EMPLOYER REPRESENTATIVE

Southern Cross Grammar
ABN 35 149 437 276

Signed:



Date:

8/9/2023

Name in full (printed):

MATTHEW WAYNE DODD

Position title:

Principal

Authority to sign explained:

CEO

Address:

2-20 Lancefield Dr, Caroline Springs VIC
3023

Witnessed by:



Witness name in full:

Jennifer Lorraine Turner

Witness address:

2-20 Lancefield Dr, Caroline Springs VIC
3023

EMPLOYEE REPRESENTATIVE

Signed:



Date:

08/09/2023

Name in full (printed):

CHRISTOPHER RONALD MITCHELL

Position title:

IT MANAGER

Authority to sign explained:

IEV REPRESENTATIVE

Address:

2-20 Lancefield Dr, Caroline Springs VIC
3023

Witnessed by:



Witness name in full:

STEVEN VALLE

Witness address:

2-20 Lancefield Dr, Caroline Springs VIC
3023

SCHEDULE A – SALARIES FOR TEACHERS

A.1 The minimum salary per annum payable to a full-time Teacher will be determined in accordance with the provisions of clauses 31 and 32 of this Agreement, and the following table:

Level	From the first pay period commencing on or after			
	1 Feb 2023	1 Feb 2024	1 Feb 2025	1 Feb 2026
	\$	\$	\$	\$
1	80,018	83,242	85,739	88,311
2	82,971	85,460	88,024	90,665
3	86,031	88,612	91,270	94,008
4	89,205	91,881	94,637	97,476
5	92,498	95,273	98,131	101,075
6	95,911	98,788	101,752	104,805
7	99,450	102,434	105,507	108,672
8	103,119	106,213	109,399	112,681
9	106,924	110,132	113,436	116,839
10	110,870	114,196	117,622	121,151
11	119,934	123,532	127,238	131,055

A.2 The weekly rate of pay for a Teacher will be determined by dividing the annual rate of pay by 52.18.

A.3 Annual Leave Loading

The annual salary in A.1 is inclusive of annual leave loading. Clause 23 of the Teachers Award does not apply. For tables excluding leave loading, refer to Schedule E.

A.4 Casual Rates of Pay

- a) Upon commencement of the Agreement, a casual teacher engaged to work will be paid a minimum rate of \$420 per day (\$210 half day) indexing at 3% per annum or be set at \$1 above the award rate, whichever is higher in any given year.
- b) Where a casual Teacher would qualify at Level 5 under Schedule B.1 of the Teachers Award, they will be paid at a rate of \$450 per day (\$225 half day) indexing at 3% per annum or be set at \$1 above the award rate, whichever is higher in any given year.

- c) The Employer will apply the classification provisions under the Teachers Award to determine whether the casual teacher would be classified at a Level 5, as relevant.

SCHEDULE B – SALARIES FOR GENERAL STAFF – 52 WEEKS

B.1 Table B General Staff members normally work 47 weeks per year and receive five (5) weeks paid annual leave per year. Rates are inclusive of annual leave loading.

Annual – Full Time Rates				Hourly Rates			
2023	2024	2025	2026	2023	2024	2025	2026

Level B-1

B-1.1	50,824	52,349	53,920	55,537	25.7209	26.4925	27.2873	28.1059
B-1.2	51,333	52,873	54,459	56,093	25.9782	26.7574	27.5601	28.3869
B-1.3	51,847	53,401	55,003	56,654	26.2382	27.0250	27.8357	28.6708
B-1.4	-	53,935	55,553	57,220	-	27.2952	28.1141	28.9575

Level B-2

B-2.1	60,769	62,592	64,469	66,404	30.7534	31.6760	32.6263	33.6050
B-2.2	61,376	63,218	65,114	67,068	31.0608	31.9927	32.9525	33.9411
B-2.3	-	63,850	65,765	67,738	-	32.3127	33.2820	34.2805
B-2.4	-	64,488	66,423	68,416	-	32.6358	33.6149	34.6233

Level B-3

B-3.1	67,398	69,420	71,503	73,648	34.1084	35.1316	36.1856	37.2711
B-3.2	68,072	70,114	72,218	74,384	34.4492	35.4829	36.5474	37.6439
B-3.3	-	70,815	72,940	75,128	-	35.8378	36.9129	38.0203
B-3.4	-	71,524	73,669	75,879	-	36.1962	37.2820	38.4005

Level B-4

B-4.1	75,132	77,386	79,707	82,099	38.0222	39.1629	40.3378	41.5479
B-4.2	75,883	78,160	80,504	82,920	38.4023	39.5545	40.7411	41.9634
B-4.3	-	78,941	81,310	83,749	-	39.9500	41.1485	42.3830
B-4.4	-	79,731	82,123	84,586	-	40.3495	41.5600	42.8068

Level B-5

B-5.1	83,971	86,490	89,085	91,757	42.4954	43.7702	45.0833	46.4358
B-5.2	84,810	87,355	89,976	92,675	42.9201	44.2079	45.5342	46.9002
B-5.3	-	88,228	90,875	93,602	-	44.6500	45.9895	47.3692
B-5.4	-	89,111	91,784	94,538	-	45.0965	46.4494	47.8429

Level B-6

B-6.1	93,915	97,656	100,586	103,603	47.5279	49.4211	50.9037	52.4308
B-6.2	94,854	100,927	103,955	107,073	48.0033	51.0764	52.6087	54.1870
B-6.3	-	104,307	107,436	110,659	-	52.7869	54.3706	56.0017
B-6.4	-	107,800	111,034	114,365	-	54.5547	56.1913	57.8770

Level B-7

B-7.1	104,964	111,413	114,755	118,198	53.1192	56.3831	58.0746	59.8168
B-7.2	106,014	115,146	118,600	122,158	53.6506	58.2723	60.0204	61.8210
B-7.3	107,074	119,003	122,573	126,250	54.1873	60.2242	62.0309	63.8918
B-7.4	-	122,991	126,681	130,481	-	62.2424	64.1097	66.0330

Level A-8

B-8.1	110,488	127,203	131,019	134,950	55.9149	64.3740	66.3052	68.2944
B-8.2	-	131,415	135,357	139,418	-	66.5056	68.5007	70.5558

B.2 Annual Leave Loading

The annual salary in B.1 is inclusive of annual leave loading. For tables excluding leave loading, refer to Schedule E. Clause 23 of the General Staff Award does not apply.

SCHEDULE C – SALARIES FOR GENERAL STAFF – 40 WEEKS

C.1 Table C General Staff members normally work during the school term time only (generally 38 term weeks and the week immediately prior to the commencement of Term 1 and the week immediately after the conclusion of Term 4), and receive five (5) weeks paid annual leave with the balance of the year as paid non-term weeks. Rates are inclusive of annual leave loading.

The employee's annual rate is calculated as follows:
45 paid weeks = 40 working weeks + 5 annual leave weeks

Table C Annual Salary = Table B Annual Salary x $\frac{45}{52.18}$

Annual – Full Time Rates				Hourly Rates			
2023	2024	2025	2026	2023	2024	2025	2026

Level C-1

C-1.1	43,831	45,146	46,500	47,895	22.1816	22.8471	23.5325	24.2385
C1.2	44,269	45,597	46,965	48,374	22.4036	23.0756	23.7678	24.4809
C-1.3	44,713	46,053	47,435	48,858	22.6278	23.3063	24.0055	24.7257
C-1.4	-	46,514	47,909	49,347	-	23.5394	24.2456	24.9729

Level C-2

C-2.1	52,407	53,979	55,598	57,266	26.5217	27.3173	28.1369	28.9810
C-2.2	52,931	54,519	56,154	57,839	26.7868	27.5905	28.4182	29.2708
C-2.3	-	55,064	56,716	58,417	-	27.8664	28.7024	29.5635
C-2.4	-	55,615	57,283	59,002	-	28.1451	28.9894	29.8591

Level C-3

C-3.1	58,124	59,868	61,664	63,514	29.4150	30.2975	31.2064	32.1426
C-3.2	58,705	60,467	62,281	64,149	29.7089	30.6005	31.5185	32.4640
C-3.3	-	61,071	62,903	64,790	-	30.9065	31.8337	32.7887
C-3.4	-	61,682	63,532	65,438	-	31.2155	32.1520	33.1166

Level C-4

C-4.1	64,794	66,737	68,740	70,802	32.7903	33.7740	34.7873	35.8309
C-4.2	65,441	67,405	69,427	71,510	33.1181	34.1118	35.1351	36.1892
C-4.3	-	68,079	70,121	72,225	-	34.4529	35.4865	36.5511
C-4.4	-	68,760	70,822	72,947	-	34.7974	35.8413	36.9166

Level C-5

C-5.1	72,416	74,589	76,827	79,131	36.6480	37.7474	38.8798	40.0462
C-5.2	73,140	75,335	77,595	79,923	37.0143	38.1249	39.2686	40.4467
C-5.3	-	76,088	78,371	80,722	-	38.5061	39.6613	40.8512
C-5.4	-	76,849	79,154	81,529	-	38.8912	40.0579	41.2597

Level C-6

C-6.1	80,992	84,218	86,745	89,347	40.9880	42.6207	43.8993	45.2163
C-6.2	81,802	87,039	89,651	92,340	41.3980	44.0483	45.3697	46.7308
C-6.3	-	89,954	92,653	95,433	-	45.5234	46.8891	48.2958
C-6.4	-	92,967	95,756	98,628	-	47.0479	48.4593	49.9131

Level C-7

C-7.1	90,521	96,083	98,965	101,934	45.8100	48.6247	50.0835	51.5860
C-7.2	91,426	99,302	102,281	105,349	46.2682	50.2540	51.7616	53.3144
C-7.3	92,341	102,628	105,707	108,878	46.7311	51.9373	53.4954	55.1003
C-7.4	-	106,067	109,249	112,527	-	53.6778	55.2881	56.9468

Level C-8

C-8.1	95,285	109,700	112,991	116,381	48.2210	55.5161	57.1816	58.8970
C-8.2	-	113,332	116,732	120,234	-	57.3544	59.0750	60.8472

C.2 Annual Leave Loading

The annual salary in C.1 is inclusive of annual leave loading. For tables excluding leave loading, refer to Schedule E. Clause 23 of the General Staff Award does not apply.

SCHEDULE D – SALARIES FOR GENERAL STAFF – 44 WEEKS

D.1 Table D General Staff members normally work during the school term time as per Table C plus four (4) additional non-term weeks and receive five (5) weeks paid annual leave with the balance of the year as paid non-term weeks. Rates are inclusive of annual leave loading.

The employee's annual rate is calculated as follows:
49 paid weeks = 44 working weeks + 5 annual leave weeks

Table D Annual Salary = Table B Annual Salary x $\frac{49}{52.18}$

	Annual – Full Time Rates				Hourly Rates			
	2023	2024	2025	2026	2023	2024	2025	2026

Level D-1

D-1.1	47,727	49,159	50,634	52,153	24.1534	24.8780	25.6243	26.3930
D-1.2	48,205	49,650	51,140	52,674	24.3950	25.1267	25.8805	26.6569
D-1.3	48,687	50,147	51,651	53,201	24.6392	25.3780	26.1393	26.9235
D-1.4	-	50,648	52,168	53,733	-	25.6318	26.4007	27.1928

Level D-2

D-2.1	57,065	58,777	60,541	62,357	28.8792	29.7455	30.6379	31.5571
D-2.2	57,636	59,365	61,146	62,980	29.1678	30.0430	30.9443	31.8726
D-2.3	-	59,959	61,757	63,610	-	30.3434	31.2537	32.1913
D-2.4	-	60,558	62,375	64,246	-	30.6469	31.5663	32.5133

Level D-3

D-3.1	63,291	65,189	67,145	69,159	32.0297	32.9906	33.9803	34.9997
D-3.2	63,923	65,841	67,817	69,851	32.3497	33.3205	34.3201	35.3497
D-3.3	-	66,500	68,495	70,550	-	33.6537	34.6633	35.7032
D-3.4	-	67,165	69,180	71,255	-	33.9903	35.0100	36.0603

Level D-4

D-4.1	70,553	72,670	74,850	77,095	35.7050	36.7762	37.8795	39.0158
D-4.2	71,258	73,396	75,598	77,866	36.0619	37.1439	38.2583	39.4060
D-4.3	-	74,130	76,354	78,645	-	37.5154	38.6408	39.8001
D-4.4	-	74,872	77,118	79,431	-	37.8905	39.0272	40.1981

Level D-5

D-5.1	78,853	81,219	83,656	86,165	39.9056	41.1027	42.3358	43.6059
D-5.2	79,642	82,031	84,492	87,027	40.3045	41.5138	42.7592	44.0420
D-5.3	-	82,852	85,337	87,897	-	41.9289	43.1868	44.4824
D-5.4	-	83,680	86,190	88,776	-	42.3482	43.6186	44.9272

Level D-6

D-6.1	88,192	91,705	94,456	97,289
D-6.2	89,074	94,776	97,620	100,548
D-6.3	-	97,950	100,889	103,915
D-6.4	-	101,230	104,267	107,395

44.6314	46.4092	47.8015	49.2355
45.0778	47.9637	49.4026	50.8847
-	49.5700	51.0571	52.5888
-	51.2299	52.7668	54.3498

Level D-7

D-7.1	98,567	104,623	107,762	110,995
D-7.2	99,553	108,129	111,373	114,714
D-7.3	100,549	111,751	115,103	118,556
D-7.4	-	115,496	118,960	122,529

49.8820	52.9469	54.5354	56.1714
50.3809	54.7210	56.3626	58.0535
50.8850	56.5540	58.2506	59.9981
-	58.4492	60.2027	62.0087

Level D-8

D-8.1	103,754	119,451	123,034	126,725
D-8.2	-	123,406	127,108	130,922

52.5073	60.4509	62.2644	64.1323
-	62.4525	64.3261	66.2559

D.2 Annual Leave Loading

The annual salary in D.1 is inclusive of annual leave loading. For tables excluding leave loading, refer to Schedule E. Clause 23 of the General Staff Award does not apply.

SCHEDULE E – SALARIES EXCLUDING ANNUAL LEAVE LOADING

SCHEDULE E.1 Teachers

Teacher salaries from Schedule A.1 excluding Leave Loading

	2023	2024	2025	2026
1	78,698	81,869	84,325	86,855
2	81,603	84,051	86,572	89,170
3	84,612	87,151	89,765	92,458
4	87,734	90,366	93,076	95,868
5	90,972	93,702	96,513	99,408
6	94,329	97,159	100,074	103,077
7	97,810	100,745	103,767	106,880
8	101,418	104,461	107,595	110,823
9	105,161	108,316	111,565	114,912
10	109,041	112,313	115,682	119,153
11	117,956	121,495	125,140	128,894

SCHEDULE E.2 General Staff 52 Weeks

General Staff salaries from Schedule B.1 excluding Leave Loading

	2023	2024	2025	2026
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Level B-1

B-1.1	49,986	51,486	53,030	54,621
B-1.2	50,486	52,001	53,561	55,167
B-1.3	50,992	52,521	54,096	55,719
B-1.4	-	53,046	54,637	56,276

Level B-2

B-2.1	59,766	61,559	63,406	65,308
B-2.2	60,364	62,175	64,040	65,961
B-2.3	-	62,797	64,681	66,621
B-2.4	-	63,425	65,327	67,287

Level B-3

B-3.1	66,287	68,275	70,323	72,433
B-3.2	66,949	68,958	71,027	73,158
B-3.3	-	69,648	71,737	73,889
B-3.4	-	70,344	72,454	74,628

Level B-4

B-4.1	73,893	76,110	78,393	80,745
B-4.2	74,631	76,871	79,177	81,552
B-4.3	-	77,639	79,969	82,368
B-4.4	-	78,416	80,768	83,191

Level B-5

B-5.1	82,586	85,064	87,615	90,244
B-5.2	83,411	85,914	88,492	91,146
B-5.3	-	86,773	89,377	92,058
B-5.4	-	87,641	90,270	92,978

Level B-6

B-6.1	92,366	96,045	98,927	101,895
B-6.2	93,290	99,262	102,240	105,308
B-6.3	-	102,587	105,664	108,834
B-6.4	-	106,022	109,203	112,479

Level B-7

B-7.1	103,232	109,576	112,863	116,249
B-7.2	104,265	113,247	116,644	120,144
B-7.3	105,308	117,040	120,552	124,168
B-7.4	-	120,963	124,591	128,329

Level B-8

B-8.1	108,666	125,105	128,858	132,724
B-8.2	-	129,248	133,125	137,119

SCHEDULE E.3 General Staff 40 Weeks

General Staff salaries from Schedule C.1 excluding Leave Loading

	2023	2024	2025	2026
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Level C-1

C-1.1	43,108	44,401	45,733	47,105
C-1.2	43,539	44,845	46,191	47,576
C-1.3	43,975	45,294	46,653	48,052
C-1.4	-	45,747	47,119	48,533

Level C-2

C-2.1	51,543	53,089	54,681	56,322
C-2.2	52,058	53,620	55,228	56,885
C-2.3	-	54,156	55,781	57,454
C-2.4	-	54,697	56,338	58,029

Level C-3

C-3.1	57,166	58,880	60,647	62,466
C-3.2	57,737	59,469	61,253	63,091
C-3.3	-	60,064	61,866	63,722
C-3.4	-	60,665	62,485	64,359

Level C-4

C-4.1	63,725	65,637	67,606	69,634
C-4.2	64,362	66,293	68,282	70,330
C-4.3	-	66,956	68,965	71,034
C-4.4	-	67,626	69,654	71,744

Level C-5

C-5.1	71,222	73,359	75,560	77,826
C-5.2	71,934	74,092	76,315	78,605
C-5.3	-	74,833	77,078	79,391
C-5.4	-	75,582	77,849	80,185

Level C-6

C-6.1	79,657	82,830	85,314	87,874
C-6.2	80,453	85,604	88,172	90,817
C-6.3	-	88,471	91,125	93,859
C-6.4	-	91,433	94,176	97,002

Level C-7

C-7.1	89,028	94,498	97,333	100,253
C-7.2	89,918	97,664	100,594	103,612
C-7.3	90,818	100,936	103,964	107,083
C-7.4	-	104,318	107,448	110,671

Level C-8

C-8.1	93,713	107,891	111,127	114,461
C-8.2	-	111,463	114,807	118,251

SCHEDULE E.4 General Staff 44 Weeks

General Staff salaries from Schedule D.1 excluding Leave Loading

	2023	2024	2025	2026
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Level D-1

D-1.1	46,940	48,348	49,799	51,292
D-1.2	47,410	48,832	50,297	51,805
D-1.3	47,884	49,320	50,799	52,323
D-1.4	-	49,813	51,307	52,847

Level D-2

D-2.1	56,124	57,808	59,542	61,328
D-2.2	56,685	58,386	60,137	61,942
D-2.3	-	58,970	60,739	62,561
D-2.4	-	59,559	61,346	63,187

Level D-3

D-3.1	62,247	64,114	66,038	68,019
D-3.2	62,869	64,755	66,698	68,699
D-3.3	-	65,403	67,365	69,386
D-3.4	-	66,057	68,039	70,080

Level D-4

D-4.1	69,390	71,471	73,615	75,824
D-4.2	70,083	72,186	74,352	76,582
D-4.3	-	72,908	75,095	77,348
D-4.4	-	73,637	75,846	78,121

Level D-5

D-5.1	77,553	79,880	82,276	84,744
D-5.2	78,328	80,678	83,099	85,592
D-5.3	-	81,485	83,930	86,448
D-5.4	-	82,300	84,769	87,312

Level D-6

D-6.1	86,737	90,192	92,898	95,685
D-6.2	87,605	93,213	96,010	98,890
D-6.3	-	96,335	99,225	102,202
D-6.4	-	99,561	102,548	105,624

Level D-7

D-7.1	96,941	102,898	105,985	109,164
D-7.2	97,911	106,345	109,536	112,822
D-7.3	98,890	109,908	113,205	116,601
D-7.4	-	113,591	116,999	120,508

Level D-8

D-8.1	102,043	117,481	121,005	124,635
D-8.2	-	121,371	125,012	128,762

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/3167

Applicant:
Southern Cross Grammar

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Matt Dodd, Principal have the authority given to me by Southern Cross Grammar to give the following undertakings with respect to the *Southern Cross Grammar Enterprise Agreement 2023* ("the Agreement"):

1. Southern Cross Grammar undertakes that cl.37.1 will now read as follows:

"The notice of termination required to be given by a Teacher to the School is seven (7) term weeks' notice in writing."
2. Southern Cross Grammar undertakes to delete cl.40.2 of the Agreement.

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



Signature

26/09/2023

Date