



St Catherine's School Agreement 2024

Your IEU-negotiated Agreement
covering your pay and conditions



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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St Catherine's School
(AG2024/980)

ST CATHERINE'S SCHOOL AGREEMENT 2024

Educational services

COMMISSIONER MIRABELLA

MELBOURNE, 16 APRIL 2024

Application for approval of the St Catherine's School Agreement 2024.

[1] St Catherine's School (the Employer) has made an application for approval of an enterprise agreement known as the *St Catherine's School Agreement 2024* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the FW Act). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (the Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the FW Act that commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the FW Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. Question 18 of the Form F17A provides that the notification time for the Agreement was 3 March 2023.

[4] Under transitional arrangements, amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the better off overall test requirements for agreement approval applications apply where the agreement was made on or after 6 June 2023. The better off overall test provisions in Part 2-4 of the FW Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the agreement was made before 6 June 2023. Question 26.2 of the Form F17A provides that the Agreement was made on 19 March 2024.

[5] On the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of sections 186, 187 and 188, as are relevant to this application for approval, has been met.

[6] The Employer provided employees with a notice of employee representational rights that was not in its prescribed form. Pursuant to s.188(2), I am satisfied that the Agreement would have been genuinely agreed to but for the minor procedural error made in relation to the requirement in s.174(1A). I am satisfied that the employees covered by the Agreement were not likely to have been disadvantaged by the error. As a result, I am satisfied that the Agreement has been genuinely agreed to within the meaning of s.188(2) of the FW Act.

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

[8] The Agreement was approved on 16 April 2024 and, in accordance with s.54, will operate from 23 April 2024. The nominal expiry date of the Agreement is 23 April 2027.



COMMISSIONER

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PART 1— APPLICATION AND OPERATION

1. TITLE

1.1 This Agreement is to be known as the St Catherine’s School Agreement 2024 (the Agreement) and is a single enterprise agreement made pursuant to section 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 Fair Work Commission (FWC), in accordance with section 54 of the Act.

2.2 The nominal expiry date of the Agreement is three (3) years from the operative date.

3. DEFINITIONS AND INTERPRETATION

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor(s).
Administration services	means an employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources, and information management.
Attendance Time	means all days of the School year less Non-Attendance Time and the period of annual leave (attendance time includes any designated staff days).
Awards	means the <i>Educational Services (Teachers) Award 2020</i> and the <i>Educational Services (Schools) General Staff Award 2020</i> or their successor(s).
Boarding Services	means an employee whose principal duties are to support the operation of a School's Boarding House in relation to the supervision of students.
Casual Teacher	means a Teacher employed pursuant to Clause 46.7 of this Agreement.
Classroom Support Services	means an employee whose primary duties are to provide support to Teachers and students in an early learning, primary or secondary classroom or to individual students or groups of students.
Early Learning Centre	means the centre providing the core curriculum to children under school age (three, four and five year old children).
Early Learning Services	means an employee whose principal duties are to work with children in an early learning centre operated by the School for pre-primary aged children.
Educational Program	means the core curriculum for the Early Learning Centre, the Junior School and the Senior School of St Catherine’s School.
Employee	means an employee employed by the School and covered by this Agreement.
Employer	means St Catherine’s School [ABN 90 004 251 816] trading as St Catherine’s School.
Face to Face Teaching	means timetabled classes for a Teacher.

Five year Trained Teacher	<p>means a Teacher:</p> <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-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, 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.
Fixed Term Teacher	means a Teacher employed pursuant to Clause 46.6 of this Agreement
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.
Full Time Teacher	means a Teacher employed pursuant to Clause 46.3 of this Agreement.
FWC	means the Fair Work Commission.
General Staff	means an Employee other than a Teacher who is covered by this Agreement.
General Staff Award	means the <i>Educational Services (Schools) General Staff Award 2020</i> or its successor(s).
Health Services	means an employee who is a registered nurse in the relevant State/Territory and is employed as such, or an employee employed in the role of School Counsellor.
Immediate Family	<p>means</p> <ul style="list-style-type: none"> • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Teacher. A de facto spouse means a person who, although not legally married to the Teacher, lives with the Teacher in a relationship as a couple on a bona fide domestic basis. • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, grandparent, grandchild or sibling of the Teacher or spouse of the Teacher.
Instructional Services	means an employee, other than a qualified Teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a Teacher.
Junior School	means the core curriculum for children in Prep to Year 6.

St Catherine's School Agreement 2024

LSL Act	means the <i>Long Service Leave Act 2018 (Vic.)</i> or its successor(s).
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009 (Cth)</i> .
Non-Attendance Time	Means a period of time that will be announced in advance of the new School Year and will not be less than the School holidays mandated by the Victorian government teachers (less 4 weeks' annual leave).
Non-Term Weeks	means weeks in the School Year other than term weeks and include period designated as school holidays for students.
Operational Services	means an employee whose principal duties are to support the other services of a School, including but not limited to: <ul style="list-style-type: none"> ● construction, plumbing, carpentry, painting and other trades; ● maintenance, School facility management; ● retailing-uniform shops.
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is engaged to undertake the duties of a Teacher, which includes the delivery of the School's educational program and the assessment of student participation in the educational program.
Principal	means the Principal of St Catherine's School or his/her nominee
Registered Medical Practitioner	means a person who is qualified to practise medicine in Australia and is registered with the Medical Board of Australia.
School	means St Catherine's School [ABN 90 004 251 816] trading as St Catherine's School.
School Council	Means the representatives, either elected or appointed, to manage the School and the custody and control of its funds and property.
School Year	means the period of 12 months commencing from the day that Teachers are required to attend the School for the new educational year or the calendar year, as determined by the School, and includes attendance time and non-attendance time.
Senior School	means the core curriculum for students in Year 7 to Year 12.
Shut Down Period	means any period of time where the School 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.
Standard Rate	means the annual salary applicable to Level 1 for an employee.
Student Supervision Hours	means the hours that the Early Learning Teacher is required to supervise students in the Early Learning Centre Educational Program. Student Supervision Hours exclude non-supervisory duties such as preparation, administrative and associated responsibilities.
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 (Vic)</i> and is employed to teach an educational program in the Early Learning Centre, Junior School, or Senior School.

	This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.
Teachers Award	means the <i>Educational Services (Teachers) Award 2020</i> or its successor(s).
Term Week	means the weeks in the School year that students are required to attend School as set out in the School calendar.
The Leadership Team	means a member of staff who are determined by the Principal to be members of the School's management group.
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i> .
WIRC Act	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)</i> or its successor(s).

4. COVERAGE

4.1 This Agreement covers:

- a) the School;
- b) Teachers; and
- c) General Staff.

4.2 This Agreement does not cover:

- a) Principal;
- b) a Deputy Principal by whatever name called;
- c) the Director of Business however named, being the most senior administrative employee of the School, with the delegated authority to act for the School;
- d) a Teacher who is a member of the Senior Leadership Team;
- 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);
- f) Apprentices;
- g) Trainees;
- h) Employees on a supported wage system.

5. RELATIONSHIP TO AWARD

5.1 This Agreement operates to the complete exclusion of any other industrial instrument, including but not limited to the Awards, which would otherwise apply to employees covered by this Agreement.

6. THE NATIONAL EMPLOYMENT STANDARDS

6.1 The *National Employment Standards (NES)* in Part 2-2 of the Act are the minimum entitlements of an Employee covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.

6.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

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

7. NO EXTRA CLAIMS

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

8. AGREEMENT FLEXIBILITY

- 8.1 The School and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- a) the agreement deals with 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 School and an Employee in relation to one or more of the matters mentioned in paragraph (a); and
 - c) the arrangement is genuinely agreed to by the School and the Employee.
- 8.2 The School 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 than the Employee would be if no arrangement was made.
- 8.3 The School must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the School and the Employee; and
 - c) is signed by the School and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - d) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv. states the day on which the arrangement commences.
- 8.4 The School must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The School or the 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 School and the Employee agree in writing — at any time.

PART 2— CONSULTATION AND DISPUTE RESOLUTION

9. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

9.1 School to notify

This term applies if the School:

- a) has made a definite decision to introduce a major change to;
 - i. production,
 - ii. program,
 - iii. organisation,
 - iv. structure,
 - v. technology

and the change 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 Employee(s).

9.2 Major change

For a major change referred to in 9.1a) the School must notify the relevant Employee(s) of the decision to introduce the major change and Clauses 9.3 to 9.9 apply.

9.3 The relevant Employee(s) may nominate a representative for the purposes of procedures in this term.

9.4 If a relevant Employee(s) appoints a representative for the purposes of consultation; and the relevant Employee(s) advises the School of the identity of the representative; the School must recognise the representative.

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

- a) discuss with the relevant Employee(s)
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on relevant Employee(s); and
 - iii. measures the School is taking to avert or mitigate the adverse effect of the change on the Employee; and
- b) for the purposes of the discussion – provide, in writing, to the relevant Employee(s)
 - 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 relevant Teacher(s); and
 - iii. any other matters likely to affect the relevant Employee(s).

9.6 However the School is not required to disclose confidential or commercially sensitive information to the relevant Employee(s).

9.7 The School must give prompt and genuine consideration to matters raised about the major change by the relevant Employee(s).

- 9.8 If a term in this Agreement provides for major change to production, program, organisation, structure or technology in relation to the School, the requirements set out in Clauses 9.2, 9.3 and 9.5 are taken to apply.
- 9.9 In this term, a major change is **likely to have a significant effect on Employees** if it results in:
- i. the termination of the employment of the Employee(s);
 - ii. major change to the composition, operation or size of the School's workforce or to the skills required of the Employee(s); or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or job tenure)
 - iv. the alteration of hours of work; or
 - v. the need to relocate Employee(s) to another workplace; or
 - vi. the restructuring of jobs.
- 9.10 Change to regular roster or ordinary hours of work
- For a change referred to in Clause 9.1(b) the School must notify the relevant Employee(s) of the proposed change and Clauses 9.11 to 9.15 apply.
- 9.11 The relevant Employee(s) may appoint a representative for the purposes of procedures in this Clause.
- 9.12 If a relevant Employee(s) appoints a representative for the purposes of consultation, and the Employee(s) advises the School of the identity of the representative the School must recognise the representative.
- 9.13 As soon as practicable after proposing to introduce the change, the School must:
- a) discuss with the relevant Employee(s) the introduction of the change; and
 - b) for the purposes of the discussion – provide to the relevant Employee(s)
 - i. all relevant information about the change, including the nature of the
 - ii. change; and
 - iii. information about what the School reasonably believes will be the effects of the change on the relevant Employee(s); and
 - iv. information about any other matters that the School reasonably believes are likely to affect the relevant Employee(s);
 - c) invite the Employee(s) 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 School is not required to disclose confidential or commercially sensitive information to the relevant Employee(s).
- 9.15 The School must give prompt and genuine consideration to matters raised about the change by the relevant Employee(s).
- 9.16 In this term **relevant Employees** means the Employee(s) who may be affected by a change referred to in Clause 9.1.
- 9.17 For the purposes of Clause 9.11 to 9.16. the 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.

- 9.18 However, where a change to the educational timetable directly results in a change to the number or 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 9.11 to 9.15 will apply.

10. DISPUTE RESOLUTION

- 10.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee(s) concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee(s) concerned and more senior levels of management as appropriate.
- 10.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under Clause 10.1 have been taken, a party to the dispute may refer the dispute to the FWC.
- 10.3 The parties may agree on the process to be utilised by the FWC including mediation, conciliation, and consent arbitration.
- 10.4 Where a matter in dispute remains unresolved the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.5 The School or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this Clause.
- 10.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the School to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

11. CONSULTATIVE COMMITTEE

- 11.1 The parties to the Agreement have resolved that a Consultative Committee be established to monitor the application of the terms and conditions of the Agreement and other School related matters during the period of its operation.
- 11.2 There will be a maximum of ten members of the Consultative Committee, up to five of whom will be representatives of the School and up to five of whom will be representatives of Employees. The Employee's representatives will be:
- a) One person from, and elected by, the Junior School Teaching staff;
 - b) One person from, and elected by, the Early Learning Centre Teaching staff;
 - c) One person from, and elected by, the Senior School Teaching staff; and
 - d) One person from, and elected by, the General Staff.
- 11.3 The Committee should meet at least once per term to review the application of the Agreement.

PART 3—CONDITIONS FOR ALL EMPLOYEES

12. MINIMUM EMPLOYMENT PERIOD

- 12.1 An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months.
- 12.2 If the School is to terminate the employment of an Employee during the first six months of the Employee's employment, the School does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time.
- 12.3 If the School is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to one (1) weeks' notice or payment in lieu of notice.
- 12.4 If the Employee is to resign within the first six months of employment then the Employee is required to give the School the same period of notice required of the School in Clause 12.3.

13. LETTER OF APPOINTMENT

- 13.1 On appointment, the School will provide the Employee with a letter of appointment stating whether they are employed on a full time, part time, fixed term or casual basis.
- 13.2 This letter shall as a minimum include such matters as the classification, position description and rate of salary applicable on commencement and, in the case of a Teacher, the Teacher's face to face teaching load.

14. WITHHOLDING OF MONIES

- 14.1 If a Teacher fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the Teacher on termination under this Agreement, an amount not exceeding 2 weeks' wages.
- 14.2 If a General Staff Employee fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the General Staff Employee on termination under this Agreement, an amount not exceeding 1 week's wages.

15. PERFORMANCE AND CONDUCT MANAGEMENT

15.1 Application

The School 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 12;
- b) for a casual Employee; or
- c) in the case of serious misconduct.

15.2 Unsatisfactory Performance

Where termination of employment may take place for reasons related to performance, the School will implement a process that includes the provisions outlined in this Clause.

15.2.1 Commencement of Due Process

Due Process will commence with the School advising the Employee in writing of:

- a) the School's concerns with the Employee's performance;
- b) the time, date and place of the first due process meeting;
- c) the Employee's right to be accompanied by a nominee of the Employee's choice to all due process meetings;
- d) the School's right to terminate the Employee's employment should due process not resolve the School's concerns.

15.2.2 Due Process Meetings

Due Process meetings will:

- a) include discussion of the School's concerns with the Employee's performance;
- b) give the Employee an opportunity to respond to the School's concerns;
- 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.

15.2.3 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.

15.3 Unsatisfactory Conduct

15.3.1 Subject to 15.4, where the termination of employment may take place for reasons related to unsatisfactory conduct, the School will investigate the alleged misconduct, provide the Employee with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the School.

15.3.2 Where an issue of misconduct is to be investigated, the Employee is entitled to be accompanied by a nominee of the Employee's choice.

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

- i. taking no further action, if appropriate;
- 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. summary dismissal;
- v. other action, appropriate to the situation.

15.4 Summary Dismissal

15.4.1 The School may terminate an Employee's employment summarily, where the Employee is guilty of serious misconduct of any kind that it would be unreasonable to require the School to continue the employment during the notice period.

15.4.2 Notwithstanding any of the provisions in this Agreement, the School may suspend an Employee with or without pay while considering any matter which in the view of the School could lead to the Employee's summary dismissal. Suspension without pay will not be implemented by the School without prior discussion with the Employee.

16. REDUNDANCY

16.1 Definition

Redundancy occurs where the School has made a definite decision that the School no longer wishes the job that the Employee has been doing to be done by anyone and is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment. The School will hold discussions with the Employee directly affected. The Employee and the School may elect to be represented in these discussions.

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

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks’ pay
2 years and less than 3 years	8.75 weeks’ pay
3 years and less than 4 years	12.5 weeks’ pay
4 years and less than 5 years	15 weeks’ pay
5 years and less than 6 years	17.5 weeks’ pay
6 years and less than 10 years	20 weeks’ pay
10 years and over	25 weeks’ pay

16.2.1 For the purposes of this clause:

- a) Weeks’ pay means the ordinary rate of pay only for the Employee concerned.
- b) Continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the School.

16.3 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 if the employment had been terminated and the School may, at the School’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.

16.4 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 will be 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 in lieu of notice.

16.5 Alternative employment

The School will apply for an order pursuant to s.120 of the Fair Work Act to reduce the amount of redundancy payable to the Employee, if the employer has found acceptable alternative employment for the Employee.

16.6 Job search entitlement

16.6.1 During the period of notice of termination an Employee will be allowed up to one (1) day time off without loss of pay during each week of notice for the purpose of seeking other employment.

16.6.2 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the School, produce proof of attendance at an interview or the Employee will not be entitled to payment for the time absent. For this purpose of this clause a statutory declaration is sufficient.

16.6.3 This entitlement cannot be taken in conjunction with any other job search entitlement otherwise available to the Teacher.

16.7 Part time Teachers

If a part time Teacher's hours are reduced, without their consent, by more than 20% they will be entitled to the provisions of this clause.

17. SALARIES

17.1 The School will pay an adult Employee not less than the rate of pay specified in the relevant Schedule for the employee's position and classification.

17.2 The School will pay a junior General Staff Employee at the following percentage of the appropriate adult rate for the position performed:

Age	% of adult rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

18. OVER AGREEMENT SALARIES

18.1 The School may pay a General Staff Employee a salary which is in excess of the minimum amounts prescribed in Schedule E.

18.2 Where a General Staff Employee classified at Level 7 receives a salary in excess of the amount prescribed in Schedule E, the School reserves the right for the Over Agreement payment to be made in satisfaction of the annual leave loading, provided that the Over-Agreement payment is sufficient compensation to cover the total salary package (including annual leave loading) that would have been applicable, had the minimum salary in Schedule E applied.

18.3 Where an Over Agreement salary is paid pursuant to this clause, the School must advise the General Staff Employee in writing.

19. PAYMENT ARRANGEMENTS

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

20. SUPERANNUATION

20.1 Superannuation legislation

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 the School and Employees.

20.2 Superannuation Fund

Under superannuation legislation, individual Employees can nominate a complying superannuation fund of their choice, provided the Employer is not required to become a participating employer. Should an Employee not nominate a complying superannuation fund, a request for stapled superannuation fund details will be made to the ATO. If the Employer is advised by the ATO that the Employee does not have a stapled superannuation fund, the Employer's default superannuation fund applies. The Employer's default fund is Aware Super or its successor fund.

20.3 School 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.

20.4 Voluntary employee contributions

Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the School 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 School makes the superannuation contributions provided for in Clause 20.

An Employee may adjust the amount the Employee has authorised the School to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the School.

The School must pay the amount authorised under Clause 20.3 and 20.4 no later than 28 days after the end of the month in which the deduction authorised under Clause 20.3 and 20.4 was made.

21. REMUNERATION PACKAGING

21.1 Upon receiving a written election for a remuneration packaging arrangement from an Employee and provided there is no additional cost to the School, the School 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.

21.2 Any arrangement between the School 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.

22. BREAKAGE AND LOSS

22.1 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.

23. MEAL ALLOWANCE

- 23.1 The School will supply an Employee with a meal should the School require an Employee to remain at School continuously until after 6.30pm on any day. A meal will be supplied where it is impracticable for the Employee to return home.

24. CAMP/TRIPS & EXCHANGES ALLOWANCE

- 24.1 An Employee attending an overnight St Catherine's School whole year level or other scheduled curriculum camp will receive an allowance of \$120.00 per night for each night where the Employee has direct responsibility for student care.
- 24.2 An Employee participating in a trip (domestic or international) or exchange who is required to provide direct supervision and has direct responsibility for student care will receive an allowance of \$120.00 per night that the Employee is required to be in attendance.
- 24.3 The allowance is payable to an Employee on the concluding day of a camp, trip (domestic) or exchange, where the Employee continues to have responsibility for student care beyond 5pm on the concluding day.
- 24.4 Camp/trips & exchange allowance will be capped at \$1200 per camp, trip, or exchange.
- 24.5 This allowance will be paid to the Employee at the time of the next salary payment following the camp/trip following the completion of a timesheet.

25. VEHICLE ALLOWANCE

- 25.1 Where an Employee is authorised by the School to use the Employee's own private motor vehicle for authorised performance of duties the Teacher will be reimbursed at the rate in accordance with the Australian Taxation Office (ATO) guidelines as at 1 July each year.

26. ACCIDENT PAY

- 26.1 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 School must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the School.
- 26.2 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 will accrue entitlements in accordance with the relevant legislation. For the avoidance of doubt, personal/carer's leave and, for Teachers, the entitlement to paid Non-Attendance time (excluding the entitlement to annual leave) does not accrue during a period of compensation.

27. PERSONAL/CARER'S LEAVE

- 27.1 Personal/carer's leave is provided in accordance with the NES except where this Agreement provides ancillary or supplementary terms.
- 27.2 Paid personal leave is taken because the Employee is unfit for work due to a personal illness or injury.

27.3 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) a personal illness, injury, or
- b) an unexpected emergency affecting the member.

27.4 Personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

27.5 A full time Employee, other than a casual Employee, is entitled to fifteen (15) days paid personal/carer's leave per year of service, which includes both sick and carer's leave.

27.6 Paid personal/carer's leave for part time Employees

A part time Employee is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.

27.7 Employees, other than a casual Employee, with insufficient personal/carer's leave to cover a period of personal/carer's leave related absence.

27.7.1 In circumstances where an Employee does not have an adequate personal/carers leave balance to cover a personal/carer's leave related absence, the Employee can either apply for leave without pay or apply to allow their personal/carer's leave balance to fall into arrears, such that a negative personal/carer's leave balance, (up to minus 5 days for a full time Employee), will be reflected.

27.7.2 If an Employee has exhausted the paid personal/carer's leave entitlement, the School may not approve the leave application and may instead request that the Employee take leave without pay, or if requesting carer's leave, up to two days of unpaid carer's leave.

27.7.3 If the Employee's employment ends prior to accruing back the personal/carer's leave balance, the School reserves the right to withhold the balance, from monies owing to the staff member upon their employment end date.

27.7.4 If the Employee has a negative personal/carer's leave balance and needs to take additional personal/carer's leave, this will need to be taken as leave without pay.

27.8 Unpaid carer's leave

Where a full time Employee has exhausted the paid personal 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 School and the Employee.

27.9 Carer's leave entitlement for casual Employees

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 School and the Employee.

27.10 Notice and evidentiary requirements

27.10.1 An Employee must notify the School of their absence as soon as reasonably practicable and must advise the School of the reason for their absence, for example personal illness or injury, and the estimated duration of their absence. In the case of carer's leave, the Employee must provide detail of the person from their Immediate Family or household

who requires care due to either a personal illness, injury or an unexpected emergency and the estimated duration of their absence.

27.10.2 An Employee is entitled to personal/carer's leave provided that the Employee produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the School for:

- a) any absence of more than two consecutive days; or
- b) for any absence continuous with a public holiday to which the Employee is entitled or a non-term week and which would not otherwise require the production of a certificate;
- c) 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 one year (pro rata for part time staff);
- d) Statutory declarations must be provided within one fortnight from the date that the leave has been taken.

28. FLEXIBLE LEAVE

28.1 An Employee is entitled to request flexible leave, which is deducted from the Employee's entitlement to personal/carer's leave.

28.2 In any School Year, a full time Employee will be able to access a total of two days as flexible leave. 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 days' flexible leave.

28.3 Flexible leave is approved at the complete discretion of the Principal.

28.4 An Employee must:

- a) apply for flexible leave in writing;
- b) make the application not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and
- c) take flexible leave as a full day or a half day.

29. COMPASSIONATE LEAVE

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

29.2 An Employee, other than a casual Employee, may take up to three (3) days' paid leave per occasion when:

- a) a member of the Employee's immediate family or household dies or when the Employee's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life; or
- b) a child is stillborn, where the child would have been a member of the Employee's immediate family or household, if the child had been born alive; or
- c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

29.3 Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the School and the Employee.

- 29.4 The Employee is entitled to compassionate leave only if the Employee gives the School any evidence that the School reasonably requires of the illness, injury or death. This notice:
- a) must be given to the School as soon as is reasonably practicable (which may be at a time after the leave has started); and
 - b) must advise the School of the period, or expected period, of the leave; and
 - c) must provide the School with evidence that the School reasonably requires of the injury, illness or death.

30. COMMUNITY SERVICE LEAVE

- 30.1 Community service leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.
- 30.2 Jury service leave
- 30.2.1 The 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.
- 30.2.2 The Employee must notify the School as soon as possible of the date upon which the Teacher is required to attend for jury service.
- 30.2.3 The Employee must provide the School with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 30.2.4 The Employee must inform the School immediately of any change to the known period of absence and provide the School with written proof of the payments made by the Court Authorities with respect to jury service.
- 30.2.5 Subject to Clause 30.2.1, 30.2.2 and 30.2.3, the School will reimburse an Employee granted leave pursuant to Clause 30.2.1 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 Teacher would have received had the Teacher not been on jury service.

31. LONG SERVICE LEAVE

- 31.1 An Employee is entitled to long service leave in accordance with the NES or the *Long Service Leave Act 2018* (Vic), as applicable. This Agreement provides ancillary or supplementary terms.
- 31.2 Entitlement
- 31.2.1 At any time after completing seven (7) years of continuous employment, an Employee is entitled to an amount of long service leave equal to 1/40th of the Employee's period of continuous employment less any period of long service leave taken during that period.
- 31.3 Planning and taking long service leave
- 31.3.1 Long service leave should be taken by an Employee as soon as practicable (taking into consideration the needs of the Employee and the Employer) after they become entitled to the leave.
- 31.3.2 An Employee who has not taken the fully accrued period of long service leave within 12 months of the entitlement falling due may be directed to take this period of leave. A minimum of six months' written notice will be given.

- 31.3.3 The period of the long service leave for a Teacher will usually not be for less than a full term, but may by agreement of the Employee and Employer be for shorter periods of one day or longer to meet the needs of the Teacher and the Employer.
- 31.3.4 The Employer may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Principal. Long service leave may also be taken at half pay as per Clause 31.6.3.
- 31.3.5 A General Staff Member can request to take long service leave for a period of not less than one (1) day. The Employer must grant the request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request.

31.4 Notice

- 31.4.1 A Teacher applying for long service leave should generally do so no later than the beginning of Term 3 in the year before the leave is requested.
- 31.4.2 A General Staff Employee applying for long service leave must provide reasonable notice. It is the School's preference that as much notice as possible is given to enable due consideration of the request for leave. Where a General Staff Employee is applying to take long service leave for a period in excess of one (1) week, they should provide a minimum of one (1) terms' notice. Where a General Staff Employee is applying to take long service leave for a period of one (1) week or less, they should provide a minimum of two (2) weeks' notice.
- 31.4.3 An application for long service leave that falls outside of these requirements will be considered in exceptional circumstances.

31.5 Illness on long service leave

- 31.5.1 Subject to the production of a medical certificate from a Medical Practitioner, if an Employee is ill or injured whilst on long service leave the Employee is entitled to have the period of illness/injury treated as personal leave but only to the extent that the Employee is entitled to personal leave.
- 31.5.2 Subject to Clause 31.5.1, the Employee's long service leave will be extended by the period of illness or injury.
- 31.5.3 An exception to Clause 31.5.2 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.

31.6 Payment

- 31.6.1 An Employee, whose service has been all full time or all at the same part-time fraction, will be paid during long service leave at the Employee's normal salary.
- 31.6.2 In all other circumstances, payment will be as follows:

- a) Teachers, Nurses and General Staff Employees previously engaged under the Victorian Independent Schools – Clerical/Administrative Employees – Award 2004
A Teacher, a Nurse or a General Staff Employee previously engaged under the *Victorian Independent Schools – Clerical/Administrative Employees – Award 2004* 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.

b) All other General Staff Members

All other General Staff Members will be entitled to payment for long service leave calculated in accordance with the *Long Service Leave Act 2018* (Vic).

31.6.3 Employees may request to convert the relevant period of long service leave to double the period of leave on half pay. The Employer must grant the request if it is reasonable to do so having regard to the needs of the Employee and the needs of the Employer.

31.6.4 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.

32. PRENATAL LEAVE

32.1 Prenatal leave for pregnant Employee

32.1.1 An Employee who is pregnant will be granted paid leave to a maximum of ten (10) hours to attend routine medical appointments associated with that pregnancy, provided that the Employee:

- a) provides a medical certificate certifying the Employee is pregnant;
- b) provides a certificate of attendance for each appointment; and schedules appointments, where possible, at times that minimise the requirement to engage replacement staff for the period of absence.

32.2 Prenatal leave for partner

32.2.1 An Employee whose spouse is pregnant may access paid leave to a maximum of five (5) hours for the period of the pregnancy to enable the Employee's attendance at routine medical appointments associated with the pregnancy, provided that:

- a) the Employee provides a medical certificate certifying the Employee's spouse is pregnant;
- b) the Employee provides a certificate of attendance for each appointment; and
- c) appointments are scheduled, where possible, at times that minimise disruption to the school and/or the requirement to engage replacement staff for the period of the absence.

33. PARENTAL LEAVE

33.1 Parental leave is provided for in the NES. This Clause supplements the NES provisions.

33.2 An Employee who is entitled to parental leave pursuant to the NES may access a period of 12 months unpaid parental leave in relation to the birth or adoption of a child.

33.3 Variation of period of parental leave

33.3.1 Subject to the relevant provisions of the NES, an Employee may apply to reduce their period of parental leave to a period of less than 12 months. This request must be made in writing to the School who will then reply in writing to the Teacher.

33.3.2 Subject to the relevant provisions of the NES, where an Employee has commenced a period of parental leave of less than 12 months, the Employee:

- a) may extend the period of parental leave up to the available period of 12 months. This request may only occur once and the Teacher must provide the School with 4 weeks written notice before the end of the period stating the period by which the leave is extended; and
- b) may extend the period of parental leave by agreement with the School.

33.4 Where an Employee seeks to extend the period of parental leave beyond the initial period of 12 months an application must be made in writing to the School at least 4 weeks prior to the expiration of the initial period of leave and the School may refuse this request on reasonable business grounds.

33.5 A period of unpaid parental leave does not break the Employee's continuity of employment, but it does not count as employment or service.

34. PAID PARENTAL LEAVE

Paid parental leave

34.1 Where an Employee (other than those excluded, as specified in Clause 46, 57 and 71), who has served a minimum of twelve (12) months of continuous service with the School and will have the primary responsibility for the care of a child and is granted parental leave, the Employee is entitled to:

- a) Sixteen (16) weeks paid parental leave at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of sixteen weeks unpaid birth related leave commencing at or around the time of the birth of the child; or
- b) Equivalent to sixteen (16) weeks' salary at the Employee's ordinary rate of pay provided that the Employee takes a minimum of sixteen weeks unpaid leave at or around the time of the placement of the child with the Employee.

34.2 Paid parental leave will commence at or around the time of birth of the child.

34.3 If the Employee takes a period of leave that is less than sixteen (16) weeks, the Employee's entitlement to paid parental leave will be reduced to the period of parental leave taken.

34.4 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.

Paid partner leave

34.5 An Employee who has completed 12 months of continuous service with the School as at the date of birth or placement of the child is entitled to take paid partner leave of up to four (4) weeks paid leave at the Employee's ordinary rate of pay.

35. PUBLIC HOLIDAYS

35.1 An Employee is entitled to public holidays as specified in the NES and as gazetted by the Victorian Government from time to time.

35.2 Public holidays that occur during a period of Non-Attendance Time for Teachers in accordance with Clause 48 do not create an additional entitlement.

35.3 Payment of work on a public holiday

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

35.4 Substitution of public holidays

35.4.1 By agreement between the School 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.

35.4.2 An arrangement made in accordance with Clause 35.4.1 will be recorded in writing and made available to the affected Employee(s).

35.4.3 Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

36. FAMILY AND DOMESTIC VIOLENCE LEAVE

36.1 St Catherine's School recognises that staff sometimes face situations of family violence or abuse in their personal life that may affect their professional life. St Catherine's is committed to providing support to staff that experience family violence.

36.2 NES

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

36.3 Definitions

36.3.1 In this Clause:

family and domestic violence means violent, threatening, or other abusive behaviour by a close relative of an Employee, a member of an Employee's household, or a current or former intimate partner of an Employee, that seeks to coerce or control the Employee and that causes them harm or to be fearful.

close relative of an Employee is a person who is a member of the Employee's immediate family or is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

Immediate family means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

36.3.2 A reference to a spouse or de facto partner in the definition of close relative in Clause 36.3.1 includes a former spouse or de facto partner.

36.4 Entitlement to paid leave

36.4.1 Each year, for the purpose of dealing with family and domestic violence, full-time, part-time and casual Employees are entitled to 20 days of paid leave.

36.4.2 The entitlement in Clause 36.4.1 to deal with family and domestic violence:

- a) is available in full at the start of each 12-month period of the Employee's employment; and
- b) does not accumulate from year to year.

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

Note 2. Where an employee exhausts their paid leave entitlements under this Clause, they may apply for additional paid leave. Any approval of such additional leave is at the complete discretion of the Principal and will be considered on a case by case basis.

Note 3. The paid entitlement in Clause 36.4.1 will be offset against the paid NES leave entitlement.

36.5 Taking leave

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

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

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

36.6 Notice and evidence requirements

36.6.1 Notice

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

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

36.6.2 Evidence

An Employee who has given the Employer notice of the taking of leave under Clause 36.4.1 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in Clause 36.5.

Note. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration. The Employer also acknowledges that provision of such evidence is a sensitive issue and may consider accepting less formal documentation or evidence depending on the circumstances.

36.7 Confidentiality

36.7.1 The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under Clause 36.5(b) is treated confidentially, as far as it is reasonably practicable to do so.

36.7.2 Nothing in Clause 36.7.1 prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

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

36.8 Individual support

36.8.1 In order to provide support to a staff member who is experiencing family violence the staff member may request a flexible work arrangements in accordance with the provisions of the Act.

36.8.2 This request must be made in writing to the Principal and must outline the reason for the request, the detail of the change requested and the timeframe for the flexible work arrangement to be in place.

36.8.3 The School will consider the request and will respond to the staff member within 21 days to advise if their request is granted. The School may refuse the request on reasonable business grounds as per the provisions of the Act.

37. LEAVE WITHOUT PAY

37.1 An Employee may apply in writing for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay, however service dates will be recognised for LSL purposes.

37.2 The School will not make any School superannuation contributions for the period of an Employee's absence on leave without pay.

38. INFECTIOUS DISEASES LEAVE

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

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

- 38.2 The Employee must, at the request of the School, produce a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as is reasonably practicable

39. RELOCATION LEAVE

- 39.1 An Employee, other than a casual Employee, is entitled to a maximum of one (1) day's leave per year for the purpose of moving their place of abode. The timing of this leave must be negotiated with the Principal prior to any leave being taken. This leave is non-cumulative.

40. NATURAL DISASTER LEAVE

- 40.1 Where an Employee's primary residence is directly affected by a state declared emergency such as a bushfire or flood, and where an employee is unable to attend for duty for reasons including:
- a) protection of their primary residence;
 - b) road closures;
 - c) providing care for their child(ren) whose school, other children's service or school bus route is closed and for whom no alternative care arrangements could be made; or
 - d) evacuation of their family as a result of the bushfire or flood,
- the Employee may be granted leave with pay where the Principal is satisfied that the absence was necessary and unavoidable on that day.
- 40.2 The Employee may be requested by the Principal to provide evidence that the Principal reasonably requires of the effect to satisfy that the absence was necessary and unavoidable on that day.
- 40.3 For the purpose of this Clause, the primary residence is considered to be the location that is recorded on the Employee's staff record.

41. EXAMINATION AND STUDY LEAVE

- 41.1 An Employee, other than a casual or 1 year, fixed term Employee, will be granted leave with pay to attend compulsory examinations in an approved course of study.
- 41.2 An Employee, other than a casual or 1 year, fixed term Employee, will be granted the equivalent of one day's leave with pay per term to complete a major assessment task (comprising 40% or more of the total subject assessment) in a tertiary level course approved by the Principal. The timing of study leave must be negotiated with the Principal.
- 41.3 An application for leave must be in writing to the Principal one month prior to the date of leave requested and must provide evidence of the examination or assessment task.
- 41.4 Examination and study leave does not accrue.

42. QUALIFICATION CONFERRAL LEAVE

- 42.1 An Employee, other than a casual or 1 year, fixed term Employee, will be granted leave with pay or up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

43. PROFESSIONAL DEVELOPMENT

- 43.1 A Teacher will be required to attend designated student free days for the purpose of in-service education and/or planning. The designated (Term end and Term before) days will be published by the Principal prior to the commencement of the ensuing School year with the balance of the days being notified prior to the commencement of each term.
- 43.2 A part time Teacher required to attend on such a day, and if this day is not on a day that the part time Teacher ordinarily works, will be entitled to be paid for a minimum of 3.8 hours (minimum engagement) up to a maximum 7.6 hours at the Employee's ordinary time rate of pay. A part time Teacher will need to submit an approved timesheet to claim payment for the additional hours.
- 43.3 Through the annual performance development process a General Staff Employee may identify, in consultation with their Manager/Supervisor, appropriate professional development activities directly relevant to their role and apply to the Director of Business for School funding to participate in professional development activities.

44. TUITION FEE DISCOUNT

44.1 Definition of Tuition Fee

Tuition fee shall be defined as the annual fee for academic tuition as determined annually by the School Council.

44.2 Entitlement

- 44.2.1 This Clause does not apply to Employees engaged on a casual or fixed term basis.
- 44.2.2 An Employee who is on a period of unpaid leave is eligible for the tuition fee discount for 12 months, thereafter at the discretion of the Principal.
- 44.2.3 In all cases, the enrolment requirements, and expectations at the time of entry must be complied with.
- 44.2.4 In order to be eligible for a tuition fee discount, an Employee must pay:
- a) the application and enrolment fee and security deposit in full prior to the commencement of enrolment; and
 - b) additional charges for extras and uniforms are not subject to any discount, such changes include, but are not limited to, costs for camps, books, music tuition and excursions.
- 44.2.5 Furthermore, the discount will cease to apply in the event of default of payment of general tuition fees or additional charges for extras.
- 44.2.6 Where an Employee's child is awarded a scholarship, the Employee may either choose to pay fees discounted pursuant to this Clause or pay fees at the scholarship rate but shall not be entitled to both.
- 44.2.7 Where the School employs both parents, only one parent will be eligible to receive the tuition discount.

44.3 Entitlement of Employees employed prior to 23 January 2002

An Employee, employed by the School prior to 23 January 2002, will be entitled to a 50% discount in the tuition fee where they enrol their child at St Catherine's School. Each enrolment will attract the payment of the FBT liability applicable to the concessions.

44.4 Entitlement of Employees employed on or after 23 January 2002

44.4.1 Full Time Employees

A Full Time Employee, employed by the School after 23 January 2002, will be entitled to a 50% discount in the tuition fee where they enrol their child at St Catherine's School. Each enrolment will attract the payment of the FBT liability applicable to the concessions.

44.4.2 Part Time Employees

A Part Time Employee, employed by the School after 23 January 2002, will be entitled to a 50% discount in the tuition fee on a pro rata basis equal to their employment fraction (correct to one decimal point). Each enrolment will attract the payment of the FBT liability applicable to the concessions.

For example, an Employee employed at 0.6 FTE will be entitled to a 30% discount in the tuition fee ($0.5 \times 0.6 = 0.3$)

44.5 Entitlement of Employees employed on or after 1 January 2013

44.5.1 An Employee, whose employment commences on or after 1 January 2013, is entitled to a tuition fee discount in accordance with the rate specified in Clause 44.4.1 or 41.4.2 upon the commencement of their employment, subject to the conditional elements of Clause 44.2 being met.

44.5.2 For all staff employed on or after 1 January 2013 the tuition fee discount is subject to review by the School Council. The School Council may vary the rate of the general tuition fee discount to a rate no less than 25% discount for full time staff and pro rata for part time staff by providing affected Employees with one (1) year's notice.

45. CHILD CARE

45.1 This Clause does not apply to Employees employed on a casual or fixed term basis.

45.2 Where the School requires an Employee to attend the School on work business, an Employee who requires before and/or after School care for their children, is entitled to access the School's before and/or after School care program free of charge on days where this requirement exists.

PART 4—CONDITIONS FOR TEACHERS

46. TYPES OF EMPLOYMENT

- 46.1 The School may employ staff in one of the following categories:
- a) Full time employment;
 - b) Part time employment;
 - c) Fixed term employment;
 - d) Casual employment.
- 46.2 The School may direct a Teacher to perform such duties as are within the limits of the Teacher's skill, competence and training.
- 46.3 Full time employment
- A full time Teacher is engaged to work on a full time basis in accordance with this Agreement
- 46.4 Part time employment
- 46.4.1 The School may employ a Teacher on a part time basis in accordance with this Agreement.
- 46.4.2 The School will set out in writing the part time hours required upon the engagement of the Teacher and at any other time when a permanent variation occurs. For a part time Teacher, the School will set out in writing the duties and number of hours required (including face to face teaching hours or student supervision hours) to be undertaken.
- 46.4.3 The School will attempt to accommodate the requests of a part time Teacher with regards to days worked. However, the educational needs of students must take priority and timetabling and other operational constraints may place limitations on the School's ability to meet these requirements.
- 46.4.4 A part time Teacher will be paid pro rata of the rate that the Teacher would be entitled to as a full time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in Clause 46.4.2. The pro rata annual salary is calculated using the following formula.
- For the purpose of this formula:
- a) a full time Teacher's face to face teaching hours are 18 hours secondary and 21 hours primary
- Hours of Face to Face Teaching
Hours of Full Time Teacher's Face to Face Teaching
- b) a Full time Early Learning Teacher's Student Supervision hours are deemed to be 25.5 hours
- Hours of Student Supervision
Hours of Full Time Teacher's Student Supervision
- 46.4.5 A part time Teacher will undertake a proportionate number of other duties normally expected of a full time Teacher.

- 46.4.6 The School 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.
- 46.4.7 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.
- 46.4.8 Where the School 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 be remunerated accordingly.
- 46.4.9 If a part time Teacher's hours are reduced, without their consent, by more than 20% they will be entitled to the provisions of Clause 16 – Redundancy.

46.5 Part time employment - reasonable additional hours

- 46.5.1 The School may request a part time Teacher to work reasonable additional hours provided that:
- a) A part time Teacher is not required to accept an offer to work reasonable additional hours.
 - b) Reasonable additional hours are performed on an ad hoc basis, they include replacing another Teacher while a Teacher may be on leave or attending school camps up to a week in length and the hours cannot be a regular, ongoing occurrence.
 - c) Reasonable additional hours compensated at the part time Teacher's ordinary hourly rate of pay will count as service for leave accrual.
 - d) For the avoidance of doubt, reasonable additional hours worked by part time Teachers under this Clause will be recognised for the purposes of Clause 46.4.8 of the Agreement. The ordinary hourly rate of pay is calculated with respect to the part time Teacher's salary under Clause 50 and Schedule B of the Agreement.
 - e) Where a part time Teacher is requested to work reasonable additional hours, the part time Teacher will be paid for a minimum of 3.8 hours (minimum engagement) up to a maximum of 7.6 hours. However, the minimum engagement does not apply where a part time Teacher is requested to work reasonable additional hours on a day that the part time Teacher ordinarily works.

Under this Clause, **reasonable additional hours** means any additional hours worked by a part time Teacher in excess of the part time Teacher's contracted part time hours in accordance with Clause 45.4.2 of this Agreement, and which in total do not exceed 34.2 hours in a week (90% of the hours of a full time Teacher).

46.6 Fixed term employment

- 46.6.1 The School may employ a Teacher to work on a replacement basis or for a specified period of time as full time or part time, to:
- a) replace a Teacher who is on leave;
 - b) undertake a specified project for which funding has been made available;
 - c) undertake a specified task which has a limited period of operation; or
 - d) replace a Teacher whose employment has been 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.
- 46.6.2 Before employing a fixed term Teacher on a replacement basis, the School will inform the fixed term Teacher of:
- a) the reason for the fixed term nature of the employment;

- b) the date of commencement and the period of the employment;
- c) the benefits which are applicable under this Agreement;
- d) the rights of any Teacher being replaced.

46.6.3 A fixed term Teacher is not entitled to any of the following benefits under this Agreement:

- a) paid parental leave;
- b) examination leave;
- c) qualification conferral leave;
- d) tuition fee discount;
- e) child care;
- f) relocation leave.

46.7 Casual employment

46.7.1 The School may employ a Teacher as a casual Teacher in accordance with this Agreement on a day-to-day basis for a period of not more than four consecutive Term weeks.

46.7.2 A casual engagement may be extended by agreement between the School and the casual Teacher provided the total period of the engagement does not exceed one school term.

46.7.3 The casual Teacher is entitled to the rate of pay for a casual Teacher specified in Schedule B. This rate of pay includes a loading in lieu of paid leave entitlements.

46.7.4 A casual Teacher is not entitled to any of the following benefits under this Agreement:

- a) notice of termination of employment;
- b) redundancy;
- c) remuneration packaging;
- d) annual leave;
- e) leave loading;
- f) paid personal/carer's leave;
- g) paid compassionate leave;
- h) paid parental leave;
- i) paid community service leave;
- j) pro rata payment of salary inclusive of annual leave;
- k) public holidays;
- l) infectious diseases leave;
- m) examination leave;
- n) relocation leave;
- o) qualification conferral leave;
- p) tuition fee discount; and
- q) childcare.

46.7.5 A casual Teacher is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.

47. ORDINARY HOURS OF WORK

47.1 A Teacher is required to teach all classes and carry out all professional duties required of the Teacher by the School, including but not limited to parent/teacher interviews, staff meetings, pastoral care, co-curricular activities, report writing, yard duty and School events.

47.2 The ordinary hours of work for a full time Teacher are 38 hours per week averaged over a period of twelve (12) months. The averaging period will be the School year, except that

where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School year.

- 47.3 In addition, a Teacher is required to work such reasonable additional duties as are necessary to perform the Teacher's role.
- 47.4 The School will determine the ordinary full time face to face teaching or student supervision hours per week and the professional duties to be allocated to the Teacher.
- 47.5 Face to face teaching hours
- 47.5.1 Face to face teaching means the regular, rostered, academic and pastoral teaching sessions in a documented course of study approved by the School for which the Teacher has primary responsibility for educational delivery.
- 47.5.2 Face to face teaching includes:
- a) Sessions of direct student instruction required by the School;
 - b) Supervision sessions such as Flexitutes or Independent Learning Tutorials;
 - c) House Tutor supervision of House Groups in the Senior School or Home Room supervision in the Junior School;
 - d) Collegial Practice in the Junior School;
 - e) Replacement and Top Up classes;
 - f) Allocations, documented in writing, for positions of responsibility or special projects.
- 47.5.3 Face to face teaching does not include School Assembly, church services, class covers (extras) and any other professional duties.
- 47.5.4 Face to face teaching for an Early Childhood Teacher means the hours that the Early Childhood Teacher is required to teach, care for, and supervise students in the Early Learning Centre educational program. Face to face hours exclude non-supervisory duties such as planning, preparation, meetings, administration and associated duties and responsibilities.
- 47.5.5 The maximum face to face teaching hours will be as follows:
- a) For a full time Senior School Teacher 18 face to face teaching hours per week.
 - b) For a full-time Junior School Teacher 21 face to face teaching hours per week.
 - c) For a full-time Early Learning Teacher 25.5 hours of face to face teaching and supervision per week.
- 47.5.6 The School will endeavour to provide a reduced face to face teaching allocation for full-time graduate Teachers in their first year of service. Graduate Teachers will usually receive at least one hour less per week in their face to face teaching, to provide the graduate Teacher with additional time for preparation and professional development. In circumstances where the School cannot provide a full time graduate Teacher with a reduced face to face teaching allocation, in consultation with the Teacher, the School will reduce the allocation of other professional duties instead.
- 47.6 As part of their professional (non-supervisory) duties, a full time Early Learning Centre Teacher will be provided with 5 hours of scheduled planning time per week.
- 47.7 In Term 4 each year, there will be no replacement classes or extras for VCE Unit 3/4 Teachers, for a period of 2 weeks prior to the subject's end of year Unit 3/4 external exam.

47.8 The Teacher Attendance and Duties Policy provides further details on Teacher workload and should be read in conjunction with this Clause. This policy is not incorporated into and does not form a part of the Agreement.

48. NON-ATTENDANCE TIME

48.1 Subject to Clause 47 and Clause 48.3, a Teacher is not required or requested to attend at the School during Non-Attendance Time but is required to perform such professional duties as are determined by the School as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the School.

48.2 The Monday before Melbourne Cup Day, and the one-day Mid-Term break in August as calendared, is considered to be Non-Attendance Time.

48.3 Exceptions to Clause 48.1 and 48.2 are as follows:

- a) where it is customary for a Teacher to attend at the School during Non-Attendance Time;
- b) where a Teacher is teaching a Unit 3/4 subject and the end of year Unit 3/4 subject external examination is scheduled in Non-Attendance Time; or
- c) where the Teacher is a member of the Leadership Team. The applicable quantum of Non-Attendance Time, if any, is specified in the Teacher's job description or contract of employment.

48.4 Non-Attendance Time is not a period of authorised leave for the purpose of the Act.

49. TERMINATION OF EMPLOYMENT

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

49.2 This Clause does not apply to Teaching staff within the minimum employment period or to casual Teaching staff.

49.3 The School may terminate a Teacher's employment for reasons of redundancy, unsatisfactory performance and/or unsatisfactory conduct.

49.4 Notice of termination by the School

49.4.1 Where the School wishes to terminate the employment of a Teacher (other than a casual Teacher) the School will provide in writing or full payment in lieu on the following basis;

Length of Service	Period of notice
Five years or more of continuous service	Full terms notice
More than six months continuous service but less than five years continuous service	Seven (7) weeks' notice wholly within one School term

49.4.2 The notice period provided in this Clause does not apply where the Teacher is guilty of serious misconduct.

49.5 Notice of termination by a Teacher

49.5.1 Subject to Clause 12 and Clause 46, a Teacher must provide the School with a minimum of seven (7) weeks' notice in writing with such notice to be given wholly within the one School term.

49.5.2 The periods of notice above may be varied by mutual agreement in writing between the Principal and the Teacher concerned.

49.6 Job search entitlement

Where the School 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 School.

50. CLASSIFICATIONS

50.1 Recognition of previous service

50.1.1 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:

- a) employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program);
- b) employment in an English Language School; or
- c) experience gained overseas before being conferred with the requisite Australian qualifications.

50.1.2 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.

50.2 Recognition of additional qualifications

50.2.1 A Teacher shall be entitled to move up the incremental scale by one level upon the successful completion of an approved education related Master's degree or its equivalent or completion of a higher than Master level qualification.

50.2.2 The qualification must be attained from an approved Australian tertiary institution and must be equivalent to at least one year of full time study.

50.2.3 The Teacher must advise the School in writing of the acquisition of additional qualifications and must produce satisfactory evidence to support the request.

50.2.4 The provisions of this Clause apply from the operative date as specified in Clause 2.2 and will not be backdated. Staff will be paid from the date satisfactory evidence is provided.

50.3 Evidence of qualifications

50.3.1 The School may require a Teacher to provide documentary evidence of qualifications and teaching experience. If the School considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the School may decline to recognise the relevant qualification or experience until such evidence is

provided. Provided that the School will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.

- 50.3.2 Where a Teacher has completed further teaching experience with another School (for example during unpaid leave) they will be entitled to be classified accordingly and back paid from the date of completion of the experience, provided the Teacher provided satisfactory evidence to the School within three months of completion. In all other cases the Teacher will be classified and paid from the date satisfactory evidence is provided.

51. HIGHER DUTIES ALLOWANCE

- 51.1 The School may direct a Teacher to temporarily perform duties in addition to their current role. E.g. act in a position of responsibility.
- 51.2 Where the Teacher performs such duties for more than ten days and those duties constitute the whole, or substantially the whole, type of duties which would attract a position of responsibility allowance, the School will pay the Teacher the rate of pay applicable to the relevant position of responsibility allowance for the period in which the duties are performed.

52. MASTERCLASS ALLOWANCE

- 52.1 Preparation and development of School directed Masterclasses for delivery in the Individual Learning Tutorials are remunerated at a rate of \$240 per Masterclass.
- 52.2 Teachers are to submit a timesheet for each completed Masterclass.
- 52.3 Masterclass timesheets are to be approved by the Head of Faculty and the Principal (or delegate). Payment will be made to the Teacher at the time of the next salary payment, following an approved Masterclass timesheet being submitted to payroll.
- 52.4 This Clause is to be read in conjunction with the Teacher Attendance and Duties Policy. The Teacher Attendance and Duties Policy provides further information regarding Masterclasses. The Teacher Attendance and Duties Policy is not incorporated into and does not form part of the Agreement.

53. WELLBEING DAY

- 53.1 Where a Teacher is required to attend a whole year level camp or other compulsory curriculum-based camp, the Teacher will be entitled to receive one day in lieu, defined as a Wellbeing Day after the camp provided that:
- a) The Teacher is attending for a minimum of 5 nights; and
 - b) During attendance, the Teacher is required to fully supervise students, and stay in the same accommodation as students as part of the camp.
- 53.2 Where a Teacher is entitled to a Wellbeing Day, the School expects that the Teacher will take this day within a week following the conclusion of the camp, unless alternative arrangements have been negotiated with the Principal.

54. BREAKS

- 54.1 A Teacher will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.

55. ANNUAL LEAVE

55.1 Annual leave is provided for in the NES. This Clause supplements the NES provisions.

55.2 Timing of annual leave

A Teacher must take annual leave during Non-Attendance Time. Leave must generally be taken, in the four week shut down period immediately following the final Term week of the current School year, unless otherwise agreed with the School.

55.3 Crediting of annual leave

A Teacher and the School may agree in writing that the Teacher performs duties during all or part of four week period and defer taking the equivalent period of annual leave to another time.

A Teacher may take annual leave re-credited in accordance with the NES only during Non-Attendance Time as directed by the School.

55.4 Where a Teacher has not accrued sufficient annual leave to cover the shutdown period, the Teacher will take leave without pay.

55.5 Pro rata payment of salary inclusive of annual leave

55.5.1 A Teacher will be entitled to a pro rata payment of their salary inclusive of annual leave in accordance with Clause 55.5.2 below if:

- a) a Teacher's employment ceases;
- b) a Teacher commenced employment after the start of the School Year;
- c) a Teacher has taken leave without pay of more than 2 term weeks in a School Year;
or
- d) the hours which a Teacher has worked at the School have varied during the School Year.

55.5.2 The pro rata termination is payable:

- a) on termination, in the case of a Teacher whose employment terminates during the School Year; or
- b) in all other cases, the December pay period.

Pro rata calculation

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

Where:

p is the payment due.

s is the total salary paid in respect of term weeks worked, or part thereof, since the commencement of the School year or the date of employment where the Employee commenced employment after this 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, that have occurred since commencement of the School year or the date of employment where the Employee commenced employment after this date.

56. ANNUAL LEAVE LOADING

56.1 A Teacher who has served throughout the School year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave. Part time staff or staff who have not worked for a full year shall receive pro rata payments.

56.2 Leave loading is to be calculated using the following formula:

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{Term weeks worked by the Teacher in that School year}}{\text{Total Term weeks in that School year}}$$

56.3 A Teacher who ceases employment with the School prior to the commencement of third term is entitled to pro rata annual leave loading.

56.4 The School may pay leave loading to the Teacher with the first salary payment in December of that year at the rate of pay applicable at 1 December.

PART 5—CONDITIONS FOR GENERAL STAFF

57. TYPES OF EMPLOYMENT

57.1 The School may employ staff in one of the following categories:

- a) Full time employment;
- b) Part time employment;
- c) Fixed term employment;
- d) Casual employment.

57.2 Full time employment

57.2.1 A full time Employee is engaged to work 38 hours per week or an average of 38 hours per week pursuant to Clause 58.

57.3 Part time employment

57.3.1 A part time Employee is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full School Year and who has reasonably predictable hours of work.

57.3.2 A part time Employee will be paid at a rate of 1/38th of the weekly rate of the full time annual salary applicable to the role.

57.3.3 A part time Employee's entitlements will be calculated on a pro rata basis.

57.3.4 At the time of engagement, the School and the part time Employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the Employee will work, the number of weeks of the year the Employee will work and starting and finishing times each day.

57.3.5 The terms of the agreement in Clause 57.3.4 may be varied by agreement between the School and the Employee. Any such variation will be recorded in writing.

57.4 Fixed term employment

57.4.1 A fixed term Employee is employed for a specified period of time to undertake a specified project; to undertake a specified task which has a limited period of operation or for which ongoing requirements have not been identified; to replace an Employee on leave.

57.4.2 A fixed term Employee is not entitled to any of the following benefits under this Agreement:

- a) notice of termination (where the date of cessation is stated at the time of appointment. i.e. no notice of termination will be applicable where the contract terminates upon the cessation date. Should the contract provide for termination prior to the cessation date, a notice period will be stated);
- b) redundancy;
- c) paid parental leave;
- d) tuition fee discount;
- e) child care.

57.4.3 Upon engagement the School must inform the fixed term Employee in writing:

- a) the date of commencement of employment;

- b) the date of cessation of employment;
- c) the benefits which are applicable to the fixed term Employee under the Agreement; and
- d) the rights under this Agreement of any Employee being replaced.

Note: Application of this Clause is subject to the provisions of the FWA provisions that deal with engagement of Employees on a fixed term basis.

57.5 Casual employment

57.5.1 A casual Employee is an Employee engaged as such.

57.5.2 A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.

57.5.3 The School will guarantee a two hour minimum period of engagement period for all Employees, with the exclusion of casual Sports Coaches and casual Sports Assistants, Learn to Swim Assistants and Gymnastics Assistants.

57.5.4 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.

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

- a) notice of termination of employment;
- b) redundancy;
- c) remuneration packaging;
- d) relocation leave;
- e) annual leave;
- f) paid community service leave, with the exception of jury service which is provided for in the NES;
- g) tuition fee discount;
- h) childcare;
- i) leave loading;
- j) public holidays (but is entitled to penalty loading for work performed on a public holiday);
- k) paid personal leave;
- l) paid compassionate leave;
- m) qualification conferral leave;
- n) paid parental leave.

58. HOURS OF WORK

58.1 The hours of work for a full time Employee who is not employed under a leave without pay arrangement pursuant to Clause 69 are 38 per week and may be averaged over a twelve month period.

58.2 The ordinary hours of work may be worked on 10 days out of every 14 day cycle.

58.3 The ordinary hours of work, for all Employees excluding Boarding Services and Instructional Services employees will be performed on any day from Monday to Friday between 7.00am and 7.00pm.

58.4 The ordinary hours of work, for Boarding Services and Instructional Services Employees will be performed on any day Monday to Sunday between 6.00am - 7.00pm.

- 58.5 Where there is mutual agreement between the School 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.
- 58.6 Reasonable additional hours
- 58.6.1 An Employer may require a part time Employee to work reasonable additional hours in accordance with the provisions of this Clause.
- 58.6.2 Where the Employee's hours are averaged:
- a) 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 Clause 58.3 or Clause 58.4, 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
 - b) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- 58.6.3 Where the Employee's hours are not averaged:
- a) 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 Clause 58.3 or 58.4, and do not result in the Employee working more than eight hours on that day; and
 - b) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- 58.6.4 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.
- 58.6.5 Additional hours worked by a part time Employee in accordance with this Clause do not accrue leave entitlements under this Agreement or the NES.
- 58.7 Breaks between periods of duty
- 58.7.1 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.
- 58.7.2 Where the School 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.
- 58.7.3 The entitlement in Clauses 58.7.1 and 58.7.2 do not apply to:
- a) a Boarding Services Employee, where the periods of duty are concurrent with a sleepover;
 - b) an Employee who is provided with accommodation on the School's premises or in the vicinity of the School's premises;
 - c) an Employee who is attending a School camp or excursion; or
 - d) an Employee working a broken shift.

59. TERMINATION OF EMPLOYMENT

- 59.1 Notice of termination is provided for in the NES. This Clause provides enterprise specific detail and supplements the NES.
- 59.2 This Clause does not apply to Employees within the minimum term employment period or to casual Employees.
- 59.3 The School may terminate an Employee's employment for reasons of redundancy, unsatisfactory performance and/or unsatisfactory conduct.
- 59.4 Notice of termination by the School

Where the School wishes to terminate the employment of an Employee (other than a casual Employee) the School will provide notice in writing or full payment in lieu on the following basis:

Length of service	Period of notice
Less than 6 months of completed service	1 week
Over 6 months of completed service	4 weeks

- 59.5 In addition to the notice prescribed in Clause 59.4 an Employee aged over 45 years of age at the time of notice with not less than two years continuous service is entitled to an additional week's notice.
- 59.6 Notice of termination required by an Employee
- 59.6.1 The notice of termination required by an Employee is the same as that required of the School, except there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- 59.6.2 The periods of notice described above may be varied by mutual agreement in writing between the Principal and the Employee concerned.
- 59.7 Upon termination of employment, an Employee may request a statement of service. Upon receipt of such a request, the School will provide the Employee with a statement specifying:
- a) The period of employment; and
 - b) The classification of or type of work performed by the Employee.

60. HIGHER DUTIES

- 60.1 The School may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification.
- 60.2 Subject to Clause 60.3, where the Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- 60.3 Where the Employee is a School Operational Services Employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the

rate of pay applicable to the higher classification for the whole period during which the duties are performed.

61. BREAKS

61.1 Meal Breaks

An Employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

61.2 Rest Break

61.2.1 At a time suitable to the School, 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 School and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.

61.2.2 Notwithstanding Clause 61.2.1, a Classroom Support Employee is entitled to one rest break of 20 minutes, which will be counted as time worked.

62. PLANNING TIME - EARLY LEARNING CENTRE CO-EDUCATORS

62.1 A full time Early Learning Centre Co-Educator will be allocated one 1 hour of planning time per week, during term time, for the purpose of completing planning, curriculum, and documentation tasks with, and under the direction of, the Early Learning Centre Teacher.

63. SHIFTWORK

63.1 Application

The provisions of this Clause are applicable only to Employees classified up to level 4, who work variable shifts according to a displayed roster. Typically this includes casual Employees employed as Boarding Services or Instructional Services Employees.

63.2 Ordinary hours for shift work

The ordinary hours for shift work will:

- a) be worked continuously each shift (except for broken shifts and meal breaks);
- b) not exceed 10 hours; inclusive of a meal break in any single shift; and
- c) be rostered in accordance with Clause 63.5.

63.3 Definitions

The following shift definitions apply:

Day shift is a shift which commences and ceases wholly within the spread of ordinary hours identified in Clause 58.3 and 58.4.

Afternoon shift is a shift which is not a day shift and which finished after the ordinary hours of identified in Clause 58.3 and 58.4; and at or before midnight.

Night shift is a shift which is not a day shift and which finishes after midnight and at or before 6.00am.

63.4 Broken shifts

- 63.4.1 An Employee may be rostered to work ordinary hours in a broken shift that is a rostered shift in two periods of duty, exclusive of breaks, per day with a minimum payment (other than a casual) of two hours for each period of duty.
- 63.4.2 An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- 63.4.3 The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid as overtime.
- 63.4.4 The provisions of Clause 63.4.3 do not apply to a Boarding Services Employee who is provided with reasonable accommodation, including fuel and light, and available to the Employee for their exclusive use for 52 weeks of the year, at no cost to the Employee.

63.5 Rostering

- 63.5.1 A roster showing normal starting and finishing times and the name of each Employee will be prepared by the School and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- 63.5.2 An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with Clause 64 - Penalty rates.

64. PENALTY RATES

64.1 Application

The provisions of this Clause are applicable only to Employees classified up to level 4, who work variable shifts according to a displayed roster. Typically, this includes casual Employees employed as Boarding Services or Instructional Services Employees.

64.2 Shiftwork

- a) Afternoon and night shift will attract a penalty rate of 15% of the ordinary time rate.
- b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

64.3 Saturday and Sunday work

- 64.3.1 An Employee other than an Employee covered by Clause 64.3.2 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.
- 64.3.2 Except that a Boarding Services Employee who is not working averaged hours, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.
- 64.3.3 The penalty rates within this Clause and in Clause 65 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.

65. OVERTIME & TIME IN LIEU

- 65.1 Work will generally be within the hours specified in the position description, however hours in excess of this may be required worked from time to time.
- 65.2 All hours in excess of normal hours must be approved in advance by the Principal or Director of Business.
- 65.3 Where excess hours are approved in advance, an Employee is entitled to time in lieu to be taken at a time mutually agreeable with the supervisor, usually within 4 weeks of the extra work occurring, or during the next term break.
- 65.4 Time in lieu must be taken at the ordinary time rate, that is, an hour for each hour worked.
- 65.5 Where time in lieu cannot be accommodated due to operational constraints, overtime will be paid in accordance with Clause 65.7.
- 65.6 In some circumstances, the Principal or Director of Business may approve payment of overtime upfront, instead of time in lieu.

65.7 Overtime rates

Time worked	Overtime rate
Monday to Saturday	150% of the ordinary hourly rate of pay for the first three hours and 200% of the ordinary hourly rate of pay thereafter
Sunday	200% of the ordinary hourly rate of pay
Public Holidays	250% of the ordinary hourly rate of pay

66. ANNUAL LEAVE

- 66.1 Annual leave is provided for in the NES. This Clause supplements the NES provisions.
- 66.2 An Employee, other than a casual, shall be entitled to twenty (20) days of annual leave for each completed twelve (12) months of continuous paid service exclusive of public holidays falling within such leave.
- 66.3 Part time Employees shall be entitled to pro rata of twenty (20) days calculated at the appropriate time fraction. Annual leave shall be calculated on a pro rata basis for any period of service which is less than twelve (12) months.
- 66.4 Timing of taking annual leave

Annual leave may be taken for a period agreed between the Employee and the School. All annual leave must be taken during non-term time, however in exceptional circumstances; requests to take annual leave during term time may be approved by the Director of Business.
- 66.5 The School may allow an Employee to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the Employee subsequently leaves, the School is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the Employee upon termination of employment.

- 66.6 An Employee may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by the School.
- 66.7 An Employee who receives salary pursuant to Schedule E.2 is deemed to have taken all annual leave progressively during the non-term weeks of the School year in which the leave is accrued, unless otherwise agreed with the School.

67. ANNUAL LEAVE LOADING

- 67.1 Subject to Clause 18.2, a full time Employee shall be paid annual leave loading in respect of four (4) weeks leave entitlement equal to 17.5% of ordinary pay of the Employee. Part time Employees or Employees who have not worked for a full year shall receive pro rata payments.
- 67.2 The School may, at its election, pay annual leave loading in respect of the School year to the Employee with the first salary payment in December of that School year at the rate of pay applicable on 1 December.

68. ADDITIONAL LEAVE

- 68.1 From time to time the School may, at its discretion, nominate designated additional paid leave for Employees.
- 68.2 The School shuts down for a designated period between Christmas and New Year, during which time Employees are generally not permitted to attend.
- 68.3 The School will grant a maximum of four additional days paid leave to Employees (other than casual Employees) during the designated shut down period.
- 68.4 In the event that the amount of days to be taken during Christmas and New Year is less than three days, due to public holidays, the leave entitlement will not be cumulative.

69. LEAVE WITHOUT PAY DURING NON-TERM WEEKS

- 69.1 Arrangements
- 69.1.1 In some circumstances, the School will not require an Employee to work all year round (this being 48 working weeks, and 4 weeks annual leave). In such instances, an Employee will receive an adjusted annual salary to take into account periods of leave without pay to be taken during non-term time. 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. Remuneration for such work will be at the rate of pay applicable to the work being performed.

69.2 Calculating annual salary for an Employee on leave without pay during non-term weeks

69.2.1 The formula in this subclause will 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

69.2.2 The adjusted annual salary for an Employee is:

$$A = C \times \frac{\text{working weeks} + 4 \text{ weeks annual leave}}{52.18}$$

Where:

A means the Employee's adjusted annual salary

C means the annual salary (as contained in Schedule E.1) for the Employee's classification

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

69.2.3 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.

69.2.4 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.

69.3 Exclusions

The provisions of this Clause do not apply to Classroom Support Services or Curriculum/Resources Employees who were employed as at 1 January 2010. Such Employees will receive a salary as set out in Schedule E.2 and will not generally be required to attend during non-term weeks.

PART 6— CONDITIONS FOR INSTRUMENTAL MUSIC TUTORS

70. INTERACTION

- 70.1 This Part sets out the conditions which apply to an Instrumental Music Tutor. Where there is an inconsistency between relevant sections in other Parts of the Agreement and Part 6, Part 6 shall apply.

71. TYPES OF EMPLOYMENT

- 71.1 An Instrumental Music Tutor 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.

71.2 Full time employment

The Employer may engage an Instrumental Music Tutor on a full time basis in accordance with this Agreement.

71.3 Part time employment

- 71.3.1 The Employer may employ an Instrumental Music Tutor on a part time basis in accordance with this Agreement.

- 71.3.2 A part time Instrumental Music Tutor is entitled to receive all entitlements under this Agreement on a pro rata basis, calculated as a fraction of a full time load in line with the part time load for which they are employed.

- 71.3.3 The Employer will set out in writing a part time Instrumental Music Tutor's time fraction upon engagement of the Instrumental Music Tutor or at any other time when a variation occurs.

- 71.3.4 A variation of part time hours may occur due to changing operational needs. The Employer may reduce a part time Instrumental Music Tutor's hours by 25% or less. If the reduction is more than 25% in any school year, Clause 16 - Redundancy will apply and the Instrumental Music Tutor may choose redundancy.

- 71.3.5 Discussion will be held in regard to any variation of part time hours sought by the Employer.

- 71.3.6 If the variation to a part time Instrumental Music Tutor's time fraction due to changing operational needs is more than 25% in any School Year, Clause 16 – Redundancy will apply and the Instrumental Music Tutor's position will be made redundant, and they will receive the entitlements in accordance with Clause 16 - Redundancy. However, if the Instrumental Music Tutor accepts the variation of more than 25% to their time fraction, then 4 weeks' notice in writing will be provided and where there is a reduction, salary will be maintained at the higher fraction for those 4 weeks.

- 71.3.7 The School may request a part time Instrumental Music Tutor to work reasonable additional hours provided that:

- a) A part time Instrumental Music Tutor is not required to accept an offer to work reasonable additional hours.

- b) Reasonable additional hours are performed on an ad hoc basis, they include attending rehearsals, concerts and music camps/trips and the hours cannot be a regular, ongoing occurrence.
- c) Reasonable additional hours compensated at the part time Instrumental Music Tutors unadjusted hourly rate plus a 25% casual loading.
- d) Reasonable additional hours worked by a part time Instrumental Music Tutor in accordance with this Clause do not accrue leave entitlements under this Agreement or the NES.
- e) Under this Clause, reasonable additional hours means any additional hours worked by a part time Instrumental Music Tutor in excess of the part time Instrumental Music Tutor's contracted part time hours in accordance with Clause 71.3.3 of this Agreement, and which in total do not exceed the allowed maximum weekly ordinary hours during the applicable averaging period.

71.4 Casual employment

71.4.1 The Employer may employ an Instrumental Music Tutor to work on a casual basis in accordance with this Agreement.

71.4.2 The rate of pay for a casual Instrumental Music Tutor will be as specified in Schedule F of the Agreement.

71.4.3 A casual Instrumental Music Tutor is not entitled to any of the following benefits under this Agreement:

- a) notice of termination of employment;
- b) performance/conduct management (due process);
- c) redundancy;
- d) remuneration packaging;
- e) annual leave;
- f) leave loading;
- g) paid personal/carer's leave;
- h) paid compassionate leave;
- i) accident make-up pay;
- j) parental leave (except where entitled to leave under the NES);
- k) paid parental leave under this Agreement;
- l) paid non-primary carer's leave under this Agreement;
- m) tuition fee discount;
- n) childcare entitlement;
- o) Time allocations as per Clause 72.4.

71.5 Fixed term employment

71.5.1 The Employer may employ an Instrumental Music Tutor on a fixed term basis in accordance with this Agreement.

71.5.2 A fixed term Instrumental Music Tutor is not entitled to any of the following benefits under this Agreement:

- a) Redundancy;
- b) paid parental leave under this Agreement;
- c) paid non-primary carer's leave under this Agreement;
- d) tuition fee discount;
- e) childcare entitlement;

- f) notice of termination of employment where the date of cessation of employment is the date specified as the cessation of employment date in the letter of appointment.

72. ORDINARY HOURS OF WORK

- 72.1 The ordinary hours of work for a full time Instrumental Music Tutor are 38 hours per week averaged over a period of 12 months.
- 72.2 Unless otherwise agreed between an Instrumental Music Tutor and the School, the spread of hours for Instrumental Music Tutors will be on any day from Monday to Saturday between 7.00am to 7.00pm.
- 72.3 An Instrumental Music Tutor's ordinary hours of work are determined by private lessons, classroom tutoring (programs), assisting in ensembles and direction of ensembles. Other activities may include administration, music concerts, score preparation, timetabling, report writing, compliance training, staff meetings, professional learning (including music staff days), attendance at School events, co- curricular activities, music camps and other duties as determined by the Employer as necessary for the Instrumental Music Tutor to perform the role.
- 72.4 Full time and part time Instrumental Music Tutors will receive the following time allocations when determining the ordinary hours of work:
 - a) 2 minutes per term week for compliance training.
 - b) For individual private lessons, 9 minutes per student per term week for administration, timetabling and report writing.
 - c) If assisting an ensemble, 5 minutes per ensemble per term week to cover ensemble administration.
 - d) If Directing an Ensemble, 10 minutes per ensemble per term week to cover administration and score preparation.
 - e) For classroom tutoring (programs), 2 minutes per program per term week to cover report writing.

73. BREAKS

- 73.1 An Instrumental Music Tutor will be entitled to an unpaid meal break of 30 consecutive minutes where the Instrumental Music Tutor is engaged or rostered to work more than 5 hours on a day. Such meal break will start no later than five hours after the commencement of work. The timing can be varied by mutual agreement of the Employer and the Instrumental Music Tutor.

74. ANNUAL LEAVE

- 74.1 Annual leave is in accordance with Division 6 of the NES as amended from time to time, except where ancillary terms are provided for in this Agreement.
- 74.2 An Instrumental Music Tutor is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 74.3 An Instrumental Music Tutor will ordinarily take their annual leave during Non-Attendance Time, unless otherwise agreed at the discretion of the Principal and in consultation with the line manager.
- 74.4 The annual salary for an Instrumental Music Tutor in Schedule F.3 is inclusive of annual leave.

75. TERMINATION OF EMPLOYMENT

- 75.1 Four weeks' notice in writing will be given by the Employer of the intention to terminate an Instrumental Music Tutor's employment, or full payment in lieu of notice will be given.
- 75.2 If notice is given by the Instrumental Music Tutor a minimum of four weeks' notice in writing will be given.
- 75.3 In addition to the notice in Clause 75.1 hereof, Instrumental Music Tutors over 45 years of age at the time of being given notice with not less than two years' continuous service will be entitled to an additional week's notice.
- 75.4 In calculating any payment in lieu of notice, the wages an Instrumental Music Tutor would have received had they worked during the period of notice had their employment not been terminated will be used.

SCHEDULE A - TEACHER CLASSIFICATIONS

A.1 Full time Teacher

A full time Teacher will commence at a level according to their experience and qualifications (see definitions at Clause 3) and progress to Level 11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

A.2 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 Clause 46.4.

A Teacher employed for less than 40% of a full teaching load will be required to complete 24 months service before progressing to the next level.

SCHEDULE B - TEACHER SALARIES

B.1 The salary for a full time Teacher will be determined in accordance with the provisions of Schedule A and will be not less than prescribed by the following table.

In the case that St Catherine's School salaries fall below that of Government School salaries over the life of the Agreement, the School will review our salary scale to ensure that our salaries remain competitive in the market.

The rates of pay in Schedule A become operative from the first pay period commencing on or after 1 February each year for the duration of the Agreement.

Level	2024	2025	2026
	\$	\$	\$
1	83,660	86,170	88,755
2	86,095	88,678	91,339
3	89,431	92,114	94,877
4	91,574	94,321	97,151
5	96,308	99,198	102,174
6	98,955	101,924	104,982
7	101,778	104,831	107,976
8	106,092	109,275	112,553
9	109,382	112,663	116,043
10	116,953	120,462	124,076
11	124,103	127,826	131,660

B.2 Fortnightly Salary

The fortnightly rate of pay for a Teacher will be determined by dividing the annual rate by 26.09.

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B.3 Annual Leave Loading

The annual salary in Schedule B does not include annual leave loading.

B.4 Salary for a Casual Teacher

B.4.1 The salary payable to a casual Teacher will be \$413.28 per day.

B.4.2 The minimum engagement for a casual Teacher in the Junior School and Senior School will be half a day and the rate of pay will be \$206.64

B.4.3 The minimum engagement for a casual Teacher in the Early Learning Centre may be a minimum of a quarter day and the rate of pay will be \$103.32.

B 4.4 The daily rate will be the maximum rate payable per day.

B.4.5 Where a casual Teacher would otherwise be classified at Level 4 or Level 5 under the Teachers Award, and is engaged to work 5 or more consecutive days, they will be paid the minimum rate applicable under the Teachers Award plus \$1.00 in addition to that rate. The Employer will apply the classification provisions under the Teachers Award to determine whether the causal Teacher would be classified at Level 4 or Level 5, as relevant.

SCHEDULE C - TEACHER ALLOWANCES

C.1 Eligibility

- C.1.1 A Position of Responsibility (POR) allowance will be paid to a Teacher where the School requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the School.
- C.1.2 A POR allowance is linked to a position of leadership rather than tied to an individual Teacher.
- C.1.3 The Principal will determine who holds a position that is eligible for a POR allowance.

C.2 Notification

- C.2.1 The Principal will provide written advice to a Teacher in receipt of a POR allowance about:
 - a) the title of the position;
 - b) the tenure of the position;
 - c) the duties required;
 - d) the level and amount of the allowance; and
 - e) if the Teacher is a member of the Leadership Team, the quantum of Non-Attendance Time if any.

C.3 Level of Responsibility

The assignment of a position to a particular level in this Clause will reflect the graduation of responsibilities exercised, whether, administrative, pastoral care or educational leadership, with Level I being the most significant level of responsibility.

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

POR Level	2024	2025	2026
	\$	\$	\$
A	3,316	3,316	3,316
B	4,696	4,696	4,696
C	6,078	6,078	6,078
D	7,459	7,459	7,459
E	10,222	10,222	10,222
F	12,985	12,985	12,985
G	13,814	13,814	13,814
H	16,024	16,024	16,024
I	Principal's discretion	Principal's discretion	Principal's discretion

Where the position of leadership is shared, the payments may also be shared.

SCHEDULE D - GENERAL STAFF CLASSIFICATION STRUCTURE

Level 1

a. Competency

Competency at this level involves application of knowledge and skills to a range of defined tasks, roles and contexts where the choice of actions required is clear. Competencies are normally used within established routines, methods and procedures that are predictable.

b. Judgement, independence and problem solving

Roles at this level will require Employees to apply generally accepted concepts, principles, and standards in well-defined areas. Employees resolve problems where alternatives are limited and the required action is clear or can be readily referred to a more senior Employee.

c. Direction

Close supervision or supervision of tasks.

d. Supervision

Roles at this level do not supervise other employees or supervise students without another Employee present.

e. Qualifications and Experience

Level 1 positions do not require a qualification or prior experience upon engagement.

Examples of Level 1 positions

i. Classroom Support Services

- Assisting student learning in specified learning areas and tasks, either individually or in a group, under the specific direction and supervision of a Teacher or a higher level Employee.
- Providing general assistance of a supporting nature to Teaching staff on a directed basis.
- Providing basic physical, social and emotional care for students.
- Assisting with clerical duties associated with regular school activities e.g. student records, equipment records.
- Assisting with the collection, preparation, and distribution of learning materials.
- Providing limited assistance with communication between Teachers and non-English speaking parents/students.
- Assisting in the interpreting and/or translating of basic non-complex documents.

Occupational equivalent: Teacher Aide/Learning Assistant.

ii. Administration Services

- Performing a range of general clerical duties at a basic level, e.g. word processing, filing, maintaining, and retrieving records, taking minutes, handling inward and outward mail, photocopying, straight forward data entry and retrieval.
- Providing a reception function in accordance with operational procedures.
- Operating routine office equipment such as computers.
- Assisting with the preparation of internal and external publications.
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering.

Occupational equivalent: Administrative Assistant, Data Entry Operator, Front desk/Reception Assistant.

iii. Operational Services

- Performing general labouring and maintenance tasks.
- Assisting in a School retail facility, such as a uniform shop.
- Taking general care of School vehicles, including driving buses for less than 25 passengers.
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts.
- Performing non-trade tasks incidental to the Employee's work.
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials.

Occupational equivalent: Maintenance Assistant, Retail Assistant.

iv. Instructional Services

- Providing assistance to Sports teams under the direction of a Teacher.
- Assisting with the preparation of equipment for sporting events.
- Providing assistance with the Aquatic program under the supervision of a Learn to Swim Instructor or Squad Coach.
- Providing assistance with the Rowing program under the direction of the Head Coach.
- Providing assistance with the Gymnastics program under the direction of a Teacher.

Occupational equivalent: Sports Assistant, Gymnastics Assistant, Learn to Swim Assistant, Rowing Coaching Assistant.

Level 2

a. Competency

Competency at this level may include Level 1 competencies. In addition, competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is generally a variety of tasks, roles and contexts. There is some complexity in the ranges and choices of actions required. Some tasks may require limited creative, planning or design functions.

b. Judgement, independence and problem solving

Roles at this level will require Employees to apply generally accepted concepts, principles and standards in well-defined areas. Solves problems with reference to established techniques and practices. May be required to choose between straightforward alternatives.

c. Direction

Some positions will require routine supervision to general direction depending upon experience and the complexity of tasks.

d. Supervision

Roles at this level may be required to;

- Supervise students while performing their normal duties but may not be used instead of a Teacher.

e. Qualifications and Experience

Level 2 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- Completion of Certificate I or II with relevant experience and/or education/training.
- Completion of a Level 1 Coaching qualification and less than 5 years' work experience.
- An equivalent combination of relevant experience and/or education/training.

Examples of Level 2 Positions

i. Classroom Support Services

- Assisting student learning, where discretion and judgement is required (including providing more individualized approaches and intervention strategies, and assisting in identification of learning needs and evaluation of progress under the general supervision and direction of a Teacher.
- Work with students to enable them to use specialised augmentative communication and adaptive technology to enhance student access to the curriculum.
- Participate in the monitoring, evaluation and reporting of student learning and programs.
- Under the general supervision and direction of teaching staff, undertake specialist assistance to students in specific learning areas e.g. languages, technology, the Arts.
- Under the general supervision and direction of teaching staff, undertake learning support activities involving specialist cultural understanding and skills including assisting students with classroom activities.

Occupational equivalent: Teacher Aide/Learning Assistant, Language Assistant, Exam Supervisor.

ii. Curriculum/Resources Services

- Maintaining booking and repair/replacement systems for equipment.
- Evaluating and making recommendations for the purchase of technical or computer equipment.

Specific to Library/AV Services

- 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.
- 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.
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures.
- Under direction, assisting teaching staff to take story groups.
- Searching and identifying fairly complex bibliographic material.
- 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.
- Producing, displaying and/or publicising materials.
- Recording materials by means of sound and photographic equipment, etc.

Occupational equivalent: Library Assistant, AV Technician.

Specific to Laboratory

- Caring for fauna and flora.
- Preparing teaching aids under direction.
- Preparing standard solutions and less complex experiments.
- Providing technical support to Teachers.

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- 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.
- Maintaining equipment 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.
- Routine ordering supplies and materials.

Occupational equivalent: Laboratory Assistant.

Specific to Information Communication Technology

- Assisting with training and developing training guides for Employees and students.
- Providing basic help desk assistance and responding to issues in the first instance.

Occupational equivalent: ICT Support Assistant.

iii. Administration services

- Undertaking a wider range of administrative activities.
- Assisting in the preparation of internal and external publications.
- Performing a reception function, including providing information, making appointments and bookings, responding to enquiries from parents, students, Employees, and the general public in accordance with School procedures.
- Operating routine office equipment, e.g. a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine.
- Performing a range of general clerical duties at a basic level, e.g. word processing, filing, maintaining computerised records, taking minutes, handling inward and outward mail, photocopying, data entry and retrieval.
- Carrying out minor financial transactions including receipting, balancing, and banking.

Occupational equivalent: Administrative Assistant, Receptionist.

iv. Instructional Services

- Providing assistance to Sports teams under the direction of a Teacher.
- Assisting with the preparation of equipment for Sporting events.
- Providing assistance with the Aquatic program under the supervision of a Learn to Swim Instructor or Squad Coach.
- Providing assistance with the Gymnastics program under the direction of a Teacher.
- Providing assistance with the Rowing program.

Occupational equivalent: Sports Assistant, Gymnastics Assistant, Learn to Swim Assistant, Rowing Coach with listed Level 2 qualifications.

Level 3

a. Competency

Competency at this level may include Level 2 competencies. In addition competency at this level involves the application of knowledge with some depth 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 ranges and choices of actions required.

b. Judgement, independence and problem solving

Employees will be required to exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

Roles may require Employees to undertake tasks requiring expertise in a specialist area or broad knowledge of a range of functions.

c. Direction

In some positions routine supervision is required moving to general direction with experience.

This is the first level where supervision of other Employees may be required. When Employees are working alone, they may work semi-autonomously.

d. Supervision

Roles at this level may be required to;

- Supervise students while performing their normal duties.
- Supervise other Employees at lower levels.

e. Qualifications and Experience

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

- Completion of a Certificate III or a trades certificate.
- Level 1 Coaching qualification and more than five years work experience.
- Level 2 Coaching qualification and less than five years work experience.
- Completion of an Austswim qualification and less than five years work experience.
- An equivalent or combination of relevant experience and/or education and 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.

Examples of Level 3 Positions

i. Classroom Support Services

- Undertaking specialist intervention strategies requiring advanced training and expertise.
- Coordinating the work of a specialised unit in the School.
- Providing standard professional services within defined organisational parameters under general guidance from senior Employees.
- Providing professional report requiring factual analysis, including assessments and recommendations.
- Conducting basic training and instruction related to the professional field for School colleagues.
- Working as a provisionally registered Psychologist.
- Actively working within and for the School community to assist in creating a culturally inclusive environment through duties such as assisting in the professional learning of Teachers, assisting in the organisation of cultural activities.

Occupational equivalent: Learning Support Specialist.

ii. Curriculum/Resources Services

- Undertaking some responsibility for other Employees in the work area.
- Providing assistance or guidance to other Employees in the work area.

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- Exercising judgement and discretion in providing technical assistance in the operation of a library, art department, laboratory, or ICT.
- Exercising judgement and discretion in assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre.
- Assisting with the planning and organisation of a laboratory or technology centre and field work.
- Investigating and reporting on the efficiency and effectiveness of system design.
- Conducting training and instruction to School colleagues within the technical field.
- Regularly interacting with a range of external or internal clients to provide advice or specialist information.

Occupational equivalent: Art Technician.

Specific to Library/AV Services

- Preparing descriptive cataloguing for library materials.
- Supervising the operation of circulation systems.
- Answering reference and information inquiries, other than ready reference.
- Providing advanced guidance in the use of information systems.
- Producing advanced resource materials, e.g. multi-media kits, video, and film clips.
- Teaching advanced audio-visual, computer and other technical skills to students and Teachers.
- Searching and verifying bibliographical data where some judgment and discretion is involved.
- Assisting with supervision of students in the library where some discretion and judgment are involved.

Occupational equivalent: Library Technician.

Specific to Laboratory

- Providing technical assistance and advice, as requested.
- Assisting Teaching staff in the testing of experiments and demonstrating experiments.

Occupational equivalent: Laboratory Technician.

Specific to ICT

- Advising Teachers and Students on aspects of information technology and use in the School.
- Supervising and maintaining hardware and software components of a computer network with appropriate support of others.
- Designing and implementing systems for computer networks and deploying a significant number of computers at time without guidance.
- Responding to faults requiring more detailed attention.

Occupational equivalent: ICT Technician.

iii. Early Learning Services

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

Occupational equivalent: Early Learning Co-Educator (Certificate III).

iv. Boarding Services

- Deputising from time to time for the person in charge of the boarding house, while undertaking the basic duties.

Occupational equivalent: Boarding Assistant.

v. Administration Services

- Providing administrative support to management staff, including arranging appointments, diaries and calendar management and preparing both confidential and general correspondence.
- Liaising with and managing enquiries from parents, students, Employees and the general public.
- Using computer software packages, including desktop publishing, spreadsheets, database and/or web software.
- Entering and retrieving financial data to assist in the preparation of financial and management reports.
- Undertaking bank and ledger reconciliations.
- Carrying out financial transactions such as receipting, banking and petty cash.
- Applying inventory and purchasing control procedures.

Occupational equivalent: Administration Assistant, Office Supervisor, Accounts officer, School Secretary, Publications Officer, Senior Receptionist.

vi. Operational Services

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services.
- Responsibility for operating the School uniform shop, including supervision of Employees and volunteers.
- 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.

Occupational equivalent: Tradesperson, Uniform Centre Manager.

vii. Instructional Services

- Providing assistance to Sports teams under the direction of a Teacher.
- Assisting with the preparation of equipment for sporting events.
- Providing assistance with the Aquatic program under the supervision of a Learn to Swim Instructor or Squad Coach.
- Providing assistance with the Gymnastics program under the direction of a Teacher.

Occupational equivalent: Sports Assistant, Assistant Coach, Gymnastics Assistant, Learn to Swim Assistant with listed Level 3 qualifications.

Level 4

a. Competency

Competency at this level operates above and beyond Level 3 competencies and involves the application of professional in a specialized area(s) and utilising a broad range of skills.

An Employee at this level will have a depth or breadth of expertise developed through extensive relevant experience and applications and performs work guided by policy, precedent, professional

standards and expertise. This may require the provision of support to senior management and/or performing a support role to a senior administrator.

b. Judgement, independence and problem solving

Employees will demonstrate problem solving that involves the identification and analysis of diverse problems, and will apply appropriate technical training and expertise to decision making.

Roles at this level will generally have scope to undertake some or all of the following;

- Innovate their own function and take responsibility for outcomes.
- Design, develop and test equipment, systems and procedures.
- Exercise high level diagnostic skills.
- Analyse and report on data.

c. Direction

Routine supervision to general direction, depending on tasks involved and experience.

d. Supervision of others

Roles at this level may be required to:

- supervise students while performing their normal duties.
- supervise Employees at a lower level.

e. Qualifications and Experience

Level 4 duties typically require a skill level which assumes and requires:

- Completion of a degree without relevant work experience.
- Completion of an advanced diploma qualification and at least one years work experience.
- Completion of an Austswim qualification and more than five years work experience.
- Completion of a Level 2 Coaching qualification and more than five years work experience.
- Completion of a Level 3 Coaching qualification.
- Completion of a diploma qualification and at least two years' work experience.
- Completion of a Certificate IV and extensive relevant work experience.
- An equivalent combination of relevant experience and/or education/training.

Example of Level 4 positions

i. Curriculum/Resources Services

- 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.
- Being responsible for a significant and discrete functional unit, which ordinarily will involve the supervision of Employees.
- Liaising and negotiating to a significant degree Teaching staff on curriculum matters.
- Providing expertise and leadership in policy development to guide the work of others.
- Developing and delivering professional development programs for Employees involved in a technical field.

Occupational equivalent: Senior Art Technician.

Specific to Library/AV Services

- 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.

Occupational equivalent: Senior AV Technician, Senior Library Technician.

Specific to Laboratory

- Designing and developing more complex experiments within a variety of routines, methods and experiences under the supervision of Teachers where discretion and judgement are required.
- Managing a Science Laboratory where a variety of tests are undertaken, including activities that are not routine.
- Managing the OHS requirements of the Science Laboratory.

Occupational equivalent: Senior Laboratory Technician.

Specific to ICT

- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users.
- Dealing with more complex information and communication technology issues.
- Monitoring computer network functions and/or systems.
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods.

Occupational equivalent: Senior ICT Technician.

ii. Early Learning Services

- Exercises similar responsibilities as a Level 3 but an Employee at this level has a Diploma in Children's Services or relevant tertiary qualification.

Occupational equivalent: Early Learning Co-Educator.

iii. Boarding Services

- Managing a boarding house, with significant responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other Boarding Services Employees.

Occupational equivalent: Deputy Head of Boarding.

iv. Administration Services

- Responsibility for the efficient clerical and/or financial administration of a unit.
- Providing designated high level support to Senior School Leadership, including initiating complex or confidential reports, documents and correspondence.
- Administering the personnel function within the School including maintain personnel records and calculating and maintaining wage and salary records.
- Coordinating and/or administering the general financial operations of a unit.
- Preparing government and statutory authority returns for authorisation.
- Responsibility for preparing the accounts of a School to operating statement stage.
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level.
- Preparing financial documentation and data for the budget.
- Maintaining accounting bookkeeping records.
- Preparing monthly summaries of debtors and creditor ledger transactions with reconciliations.
- Reconciling organisational spending against budget, maintaining financial records and assisting in the preparation of financial documentation and data for budget preparation.
- Planning and setting up spreadsheets and database applications.
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required.

Occupational equivalent: Senior Administration Assistant, Office Supervisor, Finance Officer, School Registrar, Principal's Assistant, Development Officer.

v. Operational Services

- 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.

vi. Instructional Services

- Developing and delivering training sessions and coaching individuals and teams in various sporting disciplines.
- Coaching and trains sporting teams for external competition.

Occupational equivalent: Senior Sports Coach, Sport Coordinator.

Level 5

An Employee at Level 5 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 and will display a range of technical skills.

An Employee at this level is expected to undertake a high proportion of tasks involving complex, specialised or professional functions.

Discretion and judgement are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

b. Judgement, independence and problem solving

Problem solving involving 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

Broad level of supervision, working with a degree of autonomy.

d. Supervision of others

May supervise Employees at lower levels or coordinate a function and manage other Employees.

e. Qualifications and Experience

Level 5 duties typically require a skill level which assumes and requires:

- Completion of a degree with relevant work experience.
- Completion of a Level 4 Coaching qualification.
- Extensive experience and/or management experience in the relevant field.
- An equivalent combination of relevant experience and education/training.

Examples of Level 5 positions

i. Curriculum/Resources Services

- Leading and managing a significant functional unit within a diverse or complex set of functions and substantial resources, including initiating, developing and implementing key policy initiatives.
- Overseeing effective operation of computer functions and key aspects of the ICT system.

ii. Boarding Services

- Responsibility to the Principal of a School for the overall supervision of the recreational and personal welfare of all students and has overall responsibility for the administration of two or more boarding houses or a very large boarding house.

Occupational equivalent: Head of Boarding.

iii. Administration Services

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions.
- Overseeing the work of others and providing training, mentoring and guidance where required
- Overseeing the operations of a function of the organisation.
- Providing high level support and assistance to Senior Management, including imitating complex or confidential reports, documents and correspondence and the preparation of supporting data, reports and other documentation for financial/budgetary decision making purposes.
- Using advanced techniques and methods to analyse and interpret financial statements and formulating period and year end entries.
- Maintaining the Accounting records.
- Administering the payroll function for the School including maintaining personnel records, calculating and maintaining wage and salary records, providing standard information and advice to Employees on salaries and basic details of their conditions of employment, calculating Employee entitlements.
- Undertaking responsibility for specific Human Resources functions including maintaining personnel records, calculating and maintaining wage and salary records, providing standard information and advice to Employees on salaries and basic details of their conditions of employment, calculating Employee entitlements.
- Undertaking responsibilities in a specific financial areas such as grant allocations and audit requirements.
- Ensuring deadlines and targets are met.

Occupational equivalent: Human Resources Officer, School Marketing Officer, Accountant, Payroll Officer, ICT Database and Applications Developer.

iv. Health Services

- Providing primary nursing care with its associated administrative responsibilities.
- 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.

v. Instructional Services

- Developing and managing a coaching program for external competition.
- Conducting and coordinating a School choir, band or musical ensemble or more than one of these.
- Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program.
- Instructing individual students as part of an extra-curricular instrumental music program.

Occupational equivalent: Head Sport Coach, Instrumental Music Tutor.

Level 6

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

a. Competency

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

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

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

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 as 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. Direction

General direction is appropriate, in some positions broad direction would apply.

d. Supervision

May have supervisory responsibility and line management responsibility for other Employees.

e. Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

Examples of Level 6 positions

i. Health Services

- Providing primary nursing care with its associated administrative responsibilities.
- 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, School Counsellor.

ii. Administration Services

- Managing a functional support unit or work area.
- Providing financial/budget advice and support to organisational leadership.
- Advising on advanced technological requirements and/or using advanced technical skills.
- Providing confidential administrative and executive support to the Senior Management of the School.
- Operating and being responsible for a structurally and/or operationally defined section.
- Providing professional advice to students and Employees on the Employees' area of expertise.
- Responsibility for professional development of other Employees.
- Contributing to operational and strategic planning in the area of responsibility.

Occupational equivalent: Development Manager, ICT Manager, Human Resources Manager.

iii. Operational Services

- Operating and being responsible for a structurally and/or operationally defined department or function.

Occupational equivalent: Property Manager.

Level 7

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

a. Competency

Competency at this level generally requires Employees to be responsible for program area development and implementation, to provide strategic support and/or advice requiring integration of a range of School policies and external requirements, and an ability to achieve objectives operating within complex organizational structures.

A role at this level will generally lead and manage a significant functional element and/or contribute in a major way to the development maintenance and implementation of the policy framework of the School.

Competency at this level involves the application of professional knowledge in a specialised area/s and the delivery of professional services within defined accountability levels.

Employees may operate individually or as a member of a team.

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

b. Judgment, independence and problem solving

Roles at this level may generally require Employees to develop 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. Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgement.

c. Direction

Limited supervision is necessary. Employees at this level generally report to the Director of Business or the Principal.

d. Supervision

May have line management and supervisory responsibility for a functional area and/or manage other Employees.

e. Training level or qualifications

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

- postgraduate qualifications or progress towards postgraduate qualifications and extensive experience;
- extensive experience and/or management experience;
- equivalent combination of relevant experience and/or education/training.

Examples of Level 7 positions

i. Administration Services

- Leading and managing a significant functional unit with a diverse or complex set of functions and substantial resources.
- 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.
- Managing the development and effective operation of the computer systems within the School where there is a high degree of complexity and important to the educational objectives to be achieved.
- 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, Finance Manager, Property Manager, Development Manager.

SCHEDULE E - GENERAL STAFF SALARIES

The School will pay a full time adult Employees not less than the annual rate of pay specified for the Employee's classification as specified below:

E.1 Annual rates of pay (52/52)

Classification level	2024 – 1 Feb	2025 – 1 Feb	2026 – 1 Feb
	\$	\$	\$
Level 1			
1.1	54,704	56,346	58,036
1.2	56,988	58,697	60,458
1.3	59,273	61,052	62,883
Level 2			
2.1	59,900	61,697	63,548
2.2	62,183	64,048	65,970
2.3	64,470	66,404	68,396
Level 3			
3.1	65,519	67,485	69,510
3.2	67,738	69,770	71,863
3.3	70,023	72,124	74,288
Level 4			
4.1	71,521	73,667	75,877
4.2	73,807	76,021	78,302
4.3	76,090	78,373	80,724
Level 5			
5.1	77,849	80,184	82,590
5.2	80,135	82,540	85,016
5.3	82,420	84,893	87,439
Level 6			
6.1	85,401	87,963	90,602
6.2	87,686	90,316	93,026
6.3	89,972	92,671	95,451
Level 7			
7.1	93,322	96,122	99,005
7.2	95,607	98,475	101,429
7.3	97,891	100,828	103,853

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E.2 Annual rates of pay (48/52)

The following rates of pay only apply to School Assistants who were employed as at or prior to 1 January 2010, who are generally not required to attend during non-term weeks of the School year. Such positions include but are not limited to classroom assistants, integration aides, library technicians, and laboratory technicians.

Classification level	2024 – 1 Feb	2025 – 1 Feb	2026 – 1 Feb
	\$	\$	\$
Level 1			
1.1	50,322	51,832	53,387
1.2	52,423	53,995	55,615
1.3	54,525	56,161	57,846
Level 2			
2.1	55,101	56,754	58,457
2.2	57,202	58,918	60,685
2.3	59,305	61,084	62,917
Level 3			
3.1	60,271	62,079	63,941
3.2	62,312	64,181	66,106
3.3	64,414	66,346	68,337
Level 4			
4.1	65,792	67,766	69,799
4.2	67,894	69,931	72,029
4.3	69,995	72,095	74,257
Level 5			
5.1	71,612	73,761	75,974
5.2	73,716	75,927	78,205
5.3	75,817	78,092	80,435
Level 6			
6.1	78,560	80,917	83,344
6.2	80,662	83,081	85,574
6.3	82,764	85,247	87,804
Level 7			
7.1	85,846	88,422	91,074
7.2	87,948	90,586	93,304
7.3	90,049	92,751	95,533

The above rates of pay are calculated on the basis of 48/52 of the rates of pay contained in Clause E.1.

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The periods of non-term weeks for an Employee in receipt of the above rates of pay are deemed to include 4 weeks annual leave.

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

SCHEDULE F - CLASSIFICATIONS AND SALARIES FOR INSTRUMENTAL MUSIC TUTORS

F.1 Relevant Tertiary Qualifications means:

- Teaching Degree, specialisation Music
- Bachelor or Diploma of Music or equivalent (or higher, e.g. Masters)

F.2 Classification Table

Description	Level 1	Level 2	Level 3	Level 4 (Head of Department)
Classification	Less than two years working at the School or less than two years’ experience as an Instrumental Music Tutor at another school.	<ul style="list-style-type: none"> • Between two and five years’ full time equivalent work at the School or between two and five years’ full time equivalent experience as an Instrumental Music Tutor at another school; and • Relevant qualification, or currently studying a relevant qualification 	<ul style="list-style-type: none"> • Greater than five years full time equivalent work at the School or greater than five years’ full time equivalent work as an Instrumental Music Tutor at another school; and • Relevant qualification. 	<ul style="list-style-type: none"> • Greater than five years’ full time equivalent work at the School or greater than five years’ full time equivalent work as an Instrumental Music Tutor at another school; and • Relevant qualification.
Supervision	Works with other colleagues in settings other than private lessons	<p>Works alone tutoring groups in classes and/or ensembles.</p> <p>May work under the direction of other colleagues in settings other than private lessons.</p>	Directing or tutoring students in both curricular and cocurricular settings.	<p>Directing or tutoring students in both curricular and cocurricular settings.</p> <p>May be responsible for supervising or directing colleagues within the music program.</p>
Instructing Duties	<ul style="list-style-type: none"> • Private music lessons • Accompaniment • Tutoring within an existing program 	<ul style="list-style-type: none"> • Private music lessons • Accompaniment • Tutoring within an existing program • May direct a cocurricular ensemble 	<ul style="list-style-type: none"> • Private music lessons • Accompaniment • Tutoring within an existing program • May direct a cocurricular ensemble. 	<ul style="list-style-type: none"> • Private music lessons • Accompaniment • Tutoring within an existing program • May direct a cocurricular ensemble. • May have leadership / instructing responsibility within the music program.
Demonstrated Skills	Performance specific skills appropriate to delivering private lessons, tutoring, or accompanying.	Demonstrated experience as a professional performer or as a Tutor that is relevant to their instructing duties.	Demonstrated higher level professional standing as a performer and/or Teacher.	Demonstrated higher level professional standing as a performer and/or Teacher.
Tertiary Qualifications	No qualification.	Completed or studying a relevant qualification.	Completed relevant qualifications.	Completed relevant qualifications.

Reporting Responsibilities	Provide written feedback to parents on private music lessons	Provide written feedback to parents on private music lessons.	Provide written feedback to parents on private music lessons. May provide feedback to responsible staff within music programs.	Provide written feedback to parents on private music lessons. May provide feedback to responsible staff within music programs.
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F.3 Salaries - Full time, Part Time, or Fixed Term Instrumental Music Tutors

F.3.1 All full time rates below (based on 39 working term weeks) have been adjusted for annual leave (4 weeks) and leave without pay taken in non-term weeks.

F.3.2 The progression to another level is not automatic. An Employee must have the necessary qualifications and/or experience before making a written application to the School for progression to the next level. A meeting must be held with the Employee.

Contract	2024 – 1 Feb	2025 – 1 Feb	2026 – 1 Feb
Level 1	\$85,550	\$88,117	\$90,760
Level 2	\$91,500	\$94,245	\$97,072
Level 3	\$97,450	\$100,374	\$103,385
Level 4	\$103,400	\$106,502	\$109,697

F.4 Casual Instrumental Music Tutors

F.4.1 All casual Instrumental Music Tutor Employees must have the following current certifications prior to commencing work and it is their responsibility to keep them current whilst working at the School:

- a) Working with Children's Check (Employee)
- b) Attainment and validation of Anaphylaxis (theory and practical assessment)
- c) Relevant Qualification, examples below:
 - i. Teaching Degree, specialisation Music
 - ii. Bachelor or Diploma of Music or equivalent (or higher, e.g. Masters)

F.4.2 A casual Instrumental Music Tutor will be paid each year according to the following hourly rate (inclusive of 25% casual loading).

Casual	2024 – 1 Feb	2025 – 1 Feb	2026 – 1 Feb
Hourly Rate	\$80	\$82	\$84

EXECUTED as an agreement this

EMPLOYER REPRESENTATIVE

Signed: R Marshall
Date: 21/3/2024
Name in full (printed): ROBERT MARSHALL
Position title: INTERIM PRINCIPAL
Authority to sign explained: PRINCIPAL
Address: 17 HEYINGTON PL.
TOORAK VIC 3142.

Witnessed by: [Signature]
Witness name in full: CERI ANNE LLOYD
Witness address: 9 EWART ST.
MALVERN, VIC. 3144

EMPLOYEE REPRESENTATIVE

Signed: [Signature]
Date: 21/3/24
Name in full (printed): Tracey McCallum
Position title: Teacher
Authority to sign explained: Employee Representative
Address: 17 Heyington Pl.
Toorak 3142
VICTORIA

Witnessed by: [Signature]
Witness name in full: Gillian Hosking
Witness address: 17 Heyington Place
TOORAK 3142

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

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

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

