



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St Paul's Anglican Grammar School Ltd
(AG2023/2760)

ST PAUL'S ANGLICAN GRAMMAR SCHOOL AGREEMENT 2023 TO 2027

Educational services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 29 AUGUST 2023

Application for approval of the St Paul's Anglican Grammar School Agreement 2023 to 2027

[1] St Paul's Anglican Grammar School Ltd has made an application for approval of an enterprise agreement known as the *St Paul's Anglican Grammar School Agreement 2023 to 2027* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

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

[3] The Independent Education Union of Australia (IEU), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. As required by 201(2), I note that the Agreement covers the IEU.

[4] The Agreement was approved on 29 August 2023 and, in accordance with s 54, it will operate from 5 September 2023.



DEPUTY PRESIDENT

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St Paul's Anglican Grammar School Agreement 2023 to 2027

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Part 1— Application and Operation

1. Title

This Agreement is to be known as the *St Paul's Anglican Grammar School Agreement 2023 to 2027* (the Agreement) and is a single enterprise agreement made pursuant to s.172(2) of the *Fair Work Act 2009* (Cth) (the Act).

2. Commencement and period of operation

- 2.1 Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.
- 2.2 The nominal expiry date of the Agreement is 4 years from the date of approval by the Fair Work Commission.

3. Coverage of the Agreement

3.1 This Agreement covers:

- (a) the Employer
- (b) Teachers
- (c) Education Support Staff Employees, as defined by clause 5 - Definitions

3.2 This Agreement does not cover:

- (a) the Principal
- (b) a Deputy Principal, however named
- (c) a Bursar or Business Manager, however named, being the most senior administrative employee employed with the delegated authority to act for the Employer
- (d) an 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) or its successor
- (e) trainees, apprentices or employees on a supported wage system.

3.3 The Independent Education Union Victoria and Tasmania will be covered by the agreement upon notice under s.183(1) of the Act.

4. Relationship to Awards and National Employment Standards

4.1 Awards

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

4.2 National Employment Standards

- (a) The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- (b) This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.
- (c) Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

5. Definitions

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Awards	means the <i>Educational Services (Teachers) Award 2020</i> and the <i>Educational Services (Schools) General Staff Award 2020</i> (or successor awards), unless separately specified
Classroom Support Services Employee	means an ESS Employee whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students
Curriculum/Resources Services Employee	means an ESS Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre

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Early childhood program	means the educational program delivered to children aged from three years to six years
Early Childhood Services Employee	means an ESS Employee whose principal duties are to assist an Early Childhood Teacher/Director delivering the Early Childhood Program
Early Childhood Teacher	means a Teacher who has completed a four-year post-secondary qualification in early childhood education who is employed to deliver the Early Childhood Program
Education Support Staff (ESS) Employee	means an Employee other than a Teacher who is covered by this Agreement and employed in one or more of the following services: <ul style="list-style-type: none"> • classroom support • curriculum resources • early childhood • school administration • school operational • wellbeing
Employee	means a person covered by this Agreement
Employer	means St Paul's Anglican Grammar School Pty Ltd [ACN 59005 949 539] trading as St Paul's Anglican Grammar School
FWC	means the Fair Work Commission or its successor
Immediate Family	means <ul style="list-style-type: none"> • a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee, where: <ul style="list-style-type: none"> • a de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes)

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	<ul style="list-style-type: none"> a child means an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee's spouse or de facto partner
LSL Act	means the <i>Long Service Leave Act 2018</i> (Vic) or its successor(s)
Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
NES	means the National Employment Standards as contained in Part 2-2 of the Act
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian Government for Victorian Government school teachers (inclusive of the NES entitlement to four weeks' annual leave)
Principal	means the Principal of St Paul's Anglican Grammar School or his or her nominee
Registered Health Practitioner	means a person registered under the <i>Health Practitioner Regulation Law (Victoria) Act 2009</i> (Vic) or its successor(s)
School Administration Services Employee	means an ESS 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 administration and information management
School Operational Services Employee	<p>means an ESS Employee whose principal duties are to support the other services of the school, including but not limited to:</p> <ol style="list-style-type: none"> i. construction, plumbing, carpentry, painting and other trades; ii. cleaning, maintenance, school facility management; iii. security, caretaking; iv. gardening, turf management, farming; v. retailing—canteens, uniform shops, book shops; vi. cooking/catering, housekeeping, laundry; and vii. bus driving and vehicle maintenance

School Teacher	means a Teacher who is employed to teach an educational program to students in Years Prep to 12
Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3, 3A or 4 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) (or its successor) and is employed to teach an educational program. This definition includes a School Teacher, an Early Childhood Teacher and a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
School Year	means the 12 months from the day that Employees are required to attend the school for the new educational year, as determined by the school, and includes Attendance Time and Non Attendance Time
Shut Down Period	means the period of time that the School or any part of the School, is shut down
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor(s)
Wellbeing Services Employee	means an ESS Employee whose principal duties are to support the health and wellbeing of students, and Employees, where appropriate
WIRC Act	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor(s)

6. Agreement flexibility

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

- (a) the agreement deals with one or more of the following matters:
- arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and

- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
- (c) the arrangement is genuinely agreed to by the Employer and Employee. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the Employer.

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

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

6.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - the terms of the Agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - 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
 - states the day on which the arrangement commences.

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

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

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

Part 2— Consultation and Dispute Resolution

7. Consultation

7.1 This clause applies if the Employer:

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

Consultation regarding major workplace change

7.2 For a major change referred to in cl.7.1(a):

- (a)** the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b)** cll.7.3 to 7.9 apply.

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

7.4 If:

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

the Employer must recognise the representative.

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

- (a)** discuss with the relevant Employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the Employees; and
 - measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b)** for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - all relevant information about the change including the nature of the change proposed; and

- information about the expected effects of the change on the Employees; and
- any other matters likely to affect the Employees.

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

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

7.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl.7.2(a) and cll.7.3 and 7.5 are taken not to apply.

7.9 In this clause, a major change is **likely to have a significant effect on Employees** if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Consultation about changes to regular roster or hours of work

7.10 For a change referred to in cl.7.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) cll.7.11 to 7.15 apply.

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

7.12 If:

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

the Employer must recognise the representative.

7.13 The Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion, provide to the relevant Employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

Definitions

7.16 In this clause:

relevant Employees means the Employees who may be affected by a change referred to in cl.7.1.

8. Consultative framework

8.1 The parties to this Agreement acknowledge that staff morale and job satisfaction is enhanced where the views of all Employees are taken into account before decisions are made. The aim of this Agreement is to establish workplace consultative arrangements that ensure the Principal's responsibility, as the Employer's representative, is to make school-based decisions carried out in the framework that enables staff to have input into decisions that affect their working life.

8.2 For the purpose of this clause, the parties adopt the following comments made by Smith, C. in CPSU, the Community and Public Sector Union v Vodafone Network Pty Ltd [Print PR911257] "Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual or other relevant persons with a bona fide opportunity to influence the decision maker. Consultation is not joint decision-making, particularly as it may affect the employment prospects of individuals".

- 8.3** The School will provide a forum for a staff consultative committee to address matters of:
- (a)** matters within the scope of the Agreement which are not addressed through the provisions in clause 7 in relation to major change
 - (b)** other issues relating to Employee welfare and conditions.
- 8.4** It is intended that the membership of the consultative committee should be a broad representation of Employees across the School but not so large as to become cumbersome to the advancement of discussions. The committee should consist of no more than six members with three members nominated by the Principal and three members nominated by Employees.
- 8.5** In addition to the members, a minute taker will attend meetings with the role of:
- (a)** preparing agendas and issuing notices for meetings, and ensuring all necessary documents requiring discussion or comments are attached to the agenda
 - (b)** distributing the agenda
 - (c)** taking notes of proceedings and preparing minutes of meeting
 - (d)** distributing the minutes.
- 8.6** Any vacant member positions can be filled on a casual basis until another member is nominated.
- 8.7** A quorum of members must be present before a meeting can proceed. A quorum will be a minimum of four committee members.
- 8.8** Subject/technical experts may be invited to attend meetings to provide specific advice on issues when agreed by the committee.
- 8.9** The chairperson will be nominated by the Principal. Their responsibilities will include:
- (a)** scheduling meetings and notifying committee members
 - (b)** inviting specialists to attend meetings when required
 - (c)** guiding the meeting according to the agenda and time available
 - (d)** ensuring all discussion items end with a decision, action or definite outcome
 - (e)** review and approve draft minutes before distribution.
- 8.10** Committee meetings shall be held a minimum of twice per term and will normally be for one hour. Special or extraordinary meetings may be called by agreement of the committee to discuss urgent issues.

- 8.11** The functions of the consultative committee are:
- (a) to facilitate co-operation and transparency between the Employer and Employees
 - (b) to negotiate and discuss matters pertaining to the current Agreement, including but not limited to the discussion and review of any and all school-held policies that affect the workload of Employees
 - (c) to discuss issues relating to Employee welfare and conditions.

9. Dispute resolution procedure

In relation to any matter arising out of this Agreement or the NES that may be in dispute ('the matter') between the Employer and the Employee ('the parties') as parties to this Agreement will undertake the following steps.

Step 1

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

Step 2

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

Step 3

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

Step 4

In the event that Steps 1, 2 and 3 fail to resolve the matter, it may be referred by either party to the FWC. In normal circumstances, the matter should not be referred by either party to the FWC prior to the completion of Steps 1 and 2, and where agreed, Step 3.

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

Part 3— Conditions of Employment for all Employees

10. Letters of appointment

- 10.1** Prior to the commencement of employment, the Employer will provide the Employee, other than a casual Employee, with a letter of appointment which provides information detailing:
- (a) the date on which employment commences
 - (b) the date on which employment ceases (in the case of fixed term appointments, where the date is fixed in advance of employment commencing)
 - (c) the commencing salary and classification level
 - (d) superannuation arrangements
 - (e) a broad description of the job as it is likely to apply at the commencement of employment
 - (f) the campus to which the Employee has been appointed and whether or not the Employee could be required to work at another campus.
- 10.2** The Employer will provide an Employee appointed to a position of responsibility within the School with a letter of appointment prior to taking up the position which provides information detailing:
- (a) the period of the appointment
 - (b) the date on which the appointment commences
 - (c) details of any monetary or time allowance which applies.

11. Modes of employment

- 11.1** The Employer may employ a full-time, part-time, fixed term or casual Employee.
- 11.2** The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.
- 11.3 Full-time Employee**
- The Employer may engage an Employee on a full-time basis in accordance with this Agreement.
- 11.4 Part-time Employee**
- (a) The Employer may engage an Employee on a part-time basis in accordance with this Agreement.

- (b) The Employer will set out in writing the part-time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a part-time Teacher, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken.
- (c) A part-time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a full-time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in cl.11.4(b).
- (d) The pro rata annual salary of a part-time Teacher is calculated using the following formula:

$$\frac{\text{hours of face-to-face teaching per week}}{\text{hours of full-time School Teacher's face-to-face teaching p.w.}} \times \text{annual salary}$$

$$\frac{\text{hours of student supervision per week}}{\text{hours of full-time Early Childhood Teacher's student supervision p.w.}} \times \text{annual salary}$$

For the purpose of this formula, it is deemed that in 2023:

- a full-time School Teacher's face-to-face teaching hours are 19.37 hours (secondary) and 23 hours (primary)
- a full-time Early Childhood Teacher's student supervision hours are 27.5 hours.

For the purpose of this formula, it is deemed that from 2024:

- a full-time School Teacher's face-to-face teaching hours are 18.6 hours (secondary) and 20 hours (primary)
- a full-time Early Childhood Teacher's student supervision hours are 25.5 hours.

- (e) A part-time Teacher will undertake a proportionate number of other duties normally expected of a full-time Teacher.
- (f) **Change to Secondary Teacher's time fraction to be calculated over 45 periods**

(i) In 2023, a secondary Teacher allocated homeroom duties as part of their teaching allotment or one commencing with the School from 1 January 2018 will have their time fraction calculated over 46 periods a fortnight.

(ii) In 2023, subject to cl.11.4(f)(iii), an ongoing part-time secondary Teacher employed as of 31 December 2017 without homeroom duties or who has not requested a light load allocation will continue to have their FTE calculated over 45 periods.

(iii) In 2023, the arrangement in cl.11.4(f)(ii) above will not continue where any of the following apply:

- a Teacher's substantive time fraction increases by 20 per cent or more in the future due to additional classes being taught or a position of responsibility being taken up.
- a part-time Teacher requests to reduce their substantive time fraction
- as per cl.11.4(i), where the School's timetable of classes means that the substantive time fraction will be altered in terms of the number of classes to be taught by a Teacher covered by this clause
- a Teacher has requested a light load allocation as per cl.40.6.

Clauses (f) i-iii to be retired at the end of 2023.

From 2024, a secondary Teacher, with or without homeroom duties, will have their time fraction calculated over 45 periods a fortnight.

From 2024, all part-time secondary Teachers, with or without homeroom duties, will have their FTE calculated over 45 periods.

- (g)** The Employer may engage a part-time Teacher to work reasonable additional hours provided that:
- the part-time Teacher does not work more than eight hours on that day or more than 38 hours per week or, where the ordinary hours of work are averaged, the allowed maximum weekly ordinary hours during the averaging period;
 - where additional hours are worked on a day, the part-time Teacher is already attending for work, the Teacher will be paid for the additional hours at the Teacher's ordinary hourly rate of pay.

(h) Reduction in part-time fraction

The Employer cannot vary a part-time Teacher's teaching load or days of attendance unless:

- the Teacher consents; or
- where such variation is required as a result of a change in funding, enrolment or curriculum, the Employer provides seven weeks' notice in writing to the part-time Teacher or, where change would result in a reduction in salary, the salary of the part-time Teacher is maintained for a period of seven weeks.

(i) Reduction over two consecutive School Years

- Further to the reduction in time fraction permitted by cl.38.8 of this Agreement, where the Employer decides to reduce the load of a part-time Teacher such that the time fraction would be reduced

by 30 per cent or more over two consecutive School Years and the reduction in load is not at the request of the Teacher, the Teacher is entitled to advise the Employer that the proposed reduction for the second consecutive School Year is not acceptable.

- The Employer, upon being advised by the Teacher that the reduction in load of 30 per cent or more over two consecutive School Years is not acceptable, will declare the Teacher's position of employment redundant in accordance with clause 38 - Redundancy of this Agreement.
- In calculating the severance pay applicable under clause 38 - Redundancy, the Teacher is entitled to have severance pay calculated using the Teacher's time fraction on the day immediately preceding the first of the two consecutive School Years in which the Teacher's time fraction was reduced.

11.5 Fixed term Employee

- (a)** The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full-time or part-time:
- to replace one or more employees who are on leave;
 - to undertake a specified project for which funding has been made available;
 - to undertake a specified task which has a limited period of operation; or
 - to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.
- (b)** A fixed term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part-time or where the Employee has been employed for a period of less than 12 months.
- (c)** Before employing a fixed term Employee on a replacement basis, the Employer will inform the fixed term Employee of:
- the reason for the fixed nature of the employment;
 - the date of commencement of the employment;
 - the benefits which are applicable under the Agreement;
 - the rights of any Employee being replaced.
- (d)** Subject to clause 12 – Minimum employment period, the termination of a fixed term Employee will be by the expiry of the period of employment or where the Employee is replacing an Employee on

parental leave, in accordance with the appropriate notice of termination of employment provisions.

- (e)** A fixed term Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination (where the date of cessation of employment is stated at the time of appointment) except in accordance with cl.11.5(d);
 - redundancy;
 - paid parental leave;
 - school fee remission.

11.6 Casual Employee

- (a)** The Employer may employ an Employee as a casual Employee in accordance with this Agreement.
- (b)** A casual Employee is entitled to the rate of pay specified in Schedule B or Schedule E. This rate of pay includes a loading in lieu of paid leave entitlements.
- (c)** The Employer will engage a casual Teacher for not less than half a day on any day.
- (d)** A casual Employee is not entitled to any of the following benefits under this Agreement:
- Notice of termination of employment;
 - Redundancy;
 - Remuneration packaging;
 - annual leave and annual leave loading;
 - school holidays and non-attendance time;
 - public holidays;
 - paid personal/carer's leave, paid compassionate leave and paid parental leave;
 - school fee remission;
 - accident make-up pay (unless engaged to work for a full term).
- (e)** A casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.

- (f) The Employer must not employ a casual Teacher in such a capacity for more than twenty consecutive school days. By mutual agreement, employment may be for up one school term, where the days are consecutive.
- (g) The Employer must not employ a casual ESS Employee (in Classroom Support Services or Curriculum/Resources Services) for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period.

12. Minimum employment period

- 12.1** An Employee's employment is contingent upon the satisfactory completion of the six-month minimum employment period.
- 12.2** If the Employer is to terminate the employment of an Employee during the six (6) month minimum employment period as defined by the Act, then the Employer does not need to provide the relevant notice of termination in cl.43 and 51 and does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or clause 37 – Performance and conduct management procedures.
- 12.3** If the Employer is to terminate the employment of an Employee during the six (6) month minimum employment period as defined by the Act, then the Employee is entitled to notice as follows:
 - (a) Teachers: seven term weeks' notice (inclusive of the notice required under the NES) or the payment of seven weeks' salary instead of notice;
 - (b) ESS Employees: one week's notice (inclusive of the notice required under the NES) or the payment of one week's salary instead of notice.
- 12.4** If the Employee is to resign within the six (6) month minimum employment period as defined by the Act, then the Employee is required to give the same notice required of the Employer in cl.12.3.

13. Remuneration packaging

- 13.1** Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of

non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.

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

14. Superannuation

The Employer currently makes an employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, a request for stapled super fund details will be made to the Australian Taxation Office (ATO). If the Employer is advised by the ATO that the Employee does not have a stapled super fund, the Employer's default superannuation fund, Non-Government Schools Superannuation Fund (NGS Super Diversified (MySuper)) or a successor fund applies and the contribution will be made to this fund. The rights and obligations in these clauses supplement those in superannuation legislation.

15. Payment arrangements

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

16. School fee remission

An Employee, who is not a fixed term or casual Employee, is entitled to a 25 per cent discount to the tuition fees, as defined by the School Board, applicable to the Employee's children attending the School.

17. Personal/carer's leave

- 17.1** Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

17.2 Entitlement

- (a)** An Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- (b)** For a full-time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on the Employee's specified hours of work.

- (c) Paid sick leave is taken by the Employee because of a personal illness or injury.
- (d) Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness or injury or an unexpected emergency affecting the member. A part-time Employee is entitled to paid carer's leave on a pro rata basis based on the Employee's specified hours of work.
- (e) Where the Employee has exhausted the paid personal/carers' leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- (f) A casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

17.3 Notice and evidentiary requirements

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

17.4 Access to leave in advance of accrual

Where a full-time Employee requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual as follows:

- six days during the first term of employment, and a further three days during each of the next three terms, if in the first year of employment with the Employer, or
- up to the annual entitlement of 15 days, if in the second or subsequent year of employment, provided that:
 - the notice and evidentiary requirements are met, and
 - any paid leave provided in advance of accrual at the time of termination of employment is deducted from the Employee's final payment.

17.5 Special purpose leave

An Employee may apply to use up to two days each year of the Employee's personal/carer's leave entitlement for a special purpose, such as funeral/illness of a close friend, neighbour or broader family, a family event during term weeks, or a pet emergency. Special purpose leave is available with the provision of one week's notice in writing, except at the Principal's discretion.

18. Compassionate leave

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

18.2 Entitlement

- (a)** An Employee may take three days' paid leave per occasion when:
- a member of the Employee's Immediate Family or household dies; or
 - a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
 - the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- (b)** An Employee may take two days' paid leave per occasion when a member of the Employee's Immediate Family or household contracts or develops a personal injury or illness that poses a serious threat to life.

- (c) Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
- (d) The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

19. Infectious diseases leave

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

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

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

20. Public holidays

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

20.2 Entitlement

- (a) An Employee is entitled to the following public holidays:
 - New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing day; and
 - As prescribed in Victoria: Australia Day, Anzac Day, King's Birthday and Labour Day; and
 - Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

- (b) Public holidays that occur during a period of leave for an ESS Employee in accordance with clause 49 – School Holidays do not create an additional entitlement

20.3 Substitution of public holidays

- (a) By agreement between the Employer and an Employee on an individual basis, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- (b) An agreement made in accordance with cl.20.3(a) or (b) must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

20.4 Payment for work on a public holiday

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

21. Parental leave - unpaid

21.1 Entitlement

- (a) Parental leave is in accordance with the NES as amended from time to time, except where this Agreement provides ancillary or supplementary terms.
- (b) Under the NES, an Employee is entitled to 12 months' unpaid parental leave:
- provided the Employee has completed at least 12 months of continuous service with the Employer; and
 - provided the leave is associated with
 - the birth of a child of the Employee or the Employee's spouse or de facto partner, or
 - the placement of a child with the Employee for adoption; and
- the Employee has or will have responsibility for the care of the child.
- (c) Under the NES, an Employee who has taken unpaid parental leave for the Employee's available parental leave period may request a further period of up to 12 months' unpaid parental leave.
- (d) As an alternative to applying for and taking unpaid parental leave in accordance with the NES (i.e. cl.21.1(b) and (c) above), an Employee

who has completed 12 months' continuous service with the Employer is entitled to apply for and take up to 24 months' unpaid parental leave for the purpose of being responsible for the care of a child from the date of birth or placement. As this entitlement is a combination of the entitlements under ss.70 and 76 of the FW Act, an Employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or placement of the child.

- (e) Under the NES, an Employee, who is a member of an Employee couple, where each of the Employees intends to take unpaid parental leave, is entitled to take concurrent leave, which is taken at the same time that the Employee, who has responsibility for the care of the child has taken leave:
- for up to eight weeks during the 12 months after the date of birth or day of placement of the child;
 - with the leave to commence no earlier than the date of birth or the day of placement of the child, unless the Employer agrees to different arrangements;
 - with each period not being less than two weeks, unless the Employer agrees.

21.2 Application to casual employees

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

21.3 Definitions

- (a) Definitions of terms, such as child, eligible casual employee and spouse, are provided by the NES.
- (b) For the purpose of this clause, continuous service means service with the Employer as an Employee during the whole of the period, including any period of authorised leave.

21.4 Concurrent leave

- (a) An Employee is entitled to up to eight weeks of unpaid concurrent parental leave under s.72(5) of the Act.
- (b) An application under cl.21.4(a) must be made in accordance with the Act.

21.5 Part time work

An Employee entitled to parental leave pursuant to the provisions of the NES may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.

21.6 Variation of period of parental leave

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

21.7 Communication during parental leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
 - make information available in relation to any significant effects the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - provide an opportunity for the Employee to discuss any significant effects the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with cl.21.7(a).

21.8 Replacement Teacher

A Teacher replacing a Teacher granted parental leave will not be entitled to more than four weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time the replacement Teacher is employed.

21.9 Special maternity leave

An Employee is entitled to unpaid special maternity leave in accordance with the Act.

21.10 Transfer to a safe job

In accordance with the Act, an Employee is entitled to be transferred to a safe job, or if no safe job is available, to paid no safe job leave.

21.11 Returning to work after a period of parental leave

- (a) An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to cl.21.10, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A part-time Teacher will be entitled to the same time fraction, subject to clause 7 - Consultation about change.
- (b) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.
- (c) For the purposes of this clause, position includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects.

22. Parental leave - paid

22.1 Application

- (a) This clause does not apply to a casual Employee or an Employee engaged for a fixed term.
- (b) This clause applies to a full-time or part-time Employee who is entitled to, and takes, unpaid parental leave in accordance with the NES and cl.21 – Parental leave - unpaid.
- (c) The payments in cl.22.2 and 22.3:
 - are not payable during a period of paid leave;
 - are payable from the commencement date of the period of parental leave upon the birth or adoption of a child;
 - are paid at the Employee's ordinary rate of pay;

- are payable to one Employee only, where the Employer employs both parents of the child; and
- accrue pro rata of four (or five) weeks' annual leave, personal/carer's leave and long service leave.

22.2 Birth-related leave and adoption-related leave

- (a) An Employee who has been employed by the Employer for not less than 12 months, will be entitled to payment for 16 weeks of paid leave at the Employee's ordinary rate of pay where the leave is taken to be responsible for the care of the child, provided:
- that birth-related leave is taken which commences at or around the time of the birth of the child;
 - that adoption-related leave is taken which commences at or around the time of the placement of the child with the Employee.
- (b) Where the Employee takes less than 16 weeks of paid leave to be responsible for the care of the child, the Employee will be entitled to payment for the period of leave taken.
- (c) An Employee must have completed a minimum of 12 months' continuous paid 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.

22.3 Partner leave

- (a) An Employee, who has completed at least 12 months' continuous service with the Employer as at the date of the birth or placement of the child and takes concurrent leave of at least two weeks, will be paid for those two weeks at the Employee's ordinary rate of pay.
- (b) An Employee must have completed a minimum of 12 months' continuous paid 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.

23. Long service leave

23.1 Entitlement

- (a) An Employee is entitled to long service leave in accordance with the NES or the *Long Service Leave Act 2018* (Vic), as appropriate. This Agreement provides additional or ancillary terms.
- (b) An Employee is entitled to long service leave, upon the completion of the specified number of years of continuous employment, as follows:

- School Teachers
 - 13 weeks after 10 years (1 January 1982 to 31 December 1993)
 - 10 weeks after 7 years (from 1 January 1994)
 - Early Childhood Teachers and Assistants
 - 13 weeks after 15 years (1 January 1982 to 31 December 1998)
 - 10 weeks after 7 years (from 1 January 1999)
 - All other Employees
 - 13 weeks after 15 years (1 January 1982 to 31 December 1996)
 - 10 weeks after 7 years (from 1 January 1997)
- (c) An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- (d) In all other circumstances, payment will be as follows:
- **Teachers, Nurses and ESS Employees previously engaged under the Victorian Independent Schools – Clerical/Administrative Employees – Award 2004**

A Teacher, a Nurse or a ESS 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.
 - **All other ESS Employees**

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

23.2 Taking long service leave

- (a) An Employee may apply to take long service leave upon the completion of seven years of continuous employment.
- (b) An Employee employed as:

- a Teacher may apply to take long service leave:
 - for a full school term
 - for the first four weeks of a school term
 - for the term weeks in Term 4 following the Victorian Certificate of Education examination in the Year 12 subject taught by a Teacher
 - Note: a Teacher's application for a shorter period of long service leave that falls outside the above requirements, may be granted at the Principal's discretion.
 - an ESS Employee may apply to take long service leave as agreed with the ESS Employee's supervisor. An ESS Employee 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.
- (c) Long service leave taken as the first four weeks of a school term in accordance with cl.23.2(b)(i) may be taken only once in any School year.
- (d) Under cl.23.2(b)(i), a Teacher who is taking long service leave for either a full school term (or more) or for the first four weeks of a school term, will not usually teach Year 12 in that School year.
- (e) If an Employee is taking a Semester's long service leave, then the Employee may take the leave at half-pay.
- (f) Applications for long service leave must be made 12 months in advance of the preferred commencement date for the leave, unless there are exceptional circumstances as determined by the Principal.

23.3 Illness on long service leave

- (a) Subject to the requirements of cl.23.3(b) an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.
- (b) The Employee's application under cl.23.3(a):
- must be received by the Employer during the period of illness or injury;

- must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury; or whether the Employee will return from long service leave as planned with the period of illness or injury re-credited to the Employee's accrued long service leave entitlement.

24. Leave without pay

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

25. Accident compensation and accident make-up pay

- 25.1** Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Compensation and Rehabilitation Act 2013* (Vic) (WIRC Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks (Teacher/ESS Employee (Curriculum/Resources Services and Classroom Support Services)) or 26 weeks (all other ESS Employees) in respect of each such injury or illness but only for so much of that period as the employee remains employed by the Employer.
- 25.2** 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:
- (a)** the Employee does not accrue any of the following entitlements under this Agreement or under the WIRC Act (where relevant) for the duration of any such absence:
 - paid personal/carer's leave.
 - (b)** The Employee is not entitled to any payment or benefit in respect of any non-term weeks for a Teacher or School Holidays for an ESS Employee entitled to School Holidays, which fall during the period that the Employee is in receipt of weekly payments under the WIRC Act.

26. Community service leave

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

26.2 Community service leave

The Employer will pay an Employee for up to two days' community service leave per School Year provided:

- (a)** the Employee undertakes community service leave, as defined by the NES;
- (b)** the period of leave would otherwise be unpaid; and
- (c)** no more than two days' leave may be taken in any one School Year.

26.3 Jury service leave

- (a)** An Employee who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (b)** An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c)** An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (d)** The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- (e)** Subject to cl.26.3(b), (c) and (d), the Employer will pay the Employee's normal salary to the Employee during the period that the Employee is on jury service leave. The Employee will reimburse the Employer to the value of the payment received from the Court Authority following the Employee's return to work from jury service leave.

27. Examination leave

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

28. Qualification conferral leave

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

29. Sabbatical leave

29.1 An Employee, other than a casual Employee, may apply to the Employer to participate in an agreed sabbatical leave arrangement. The Employer may grant such leave, as a form of leave without pay, taking into account the overall needs of the School. The agreement should be in writing setting out the period of the leave to be taken.

29.2 The agreed sabbatical leave arrangement will usually be in the form of a five-year agreement. During the first four years of the agreement, the Employer agrees, if requested by the Employee, to transfer some of the Employee's net salary (ordinarily 20 per cent) into an account nominated by the Employee and established for the purpose of funding the sabbatical leave. Sabbatical leave is taken during the fifth year of the agreement, and usually commences on the first day of the School Year and continues until the end of that School Year.

29.3 The sabbatical leave year may be taken in conjunction with other forms of leave, such as long service leave, provided that the period of leave does not exceed one year unless the Employer and the Employee otherwise agree in writing.

29.4 For the purposes of all entitlements under this Agreement, the period of sabbatical leave is treated as leave without pay, which does not accrue any entitlements based on service under this Agreement or based on continuous employment under the NES or the *Long Service Leave Act 2018* (Vic).

29.5 Prior to the sabbatical leave commencing and given exceptional circumstances either the Employer or the Employee may withdraw from the agreed arrangement in which case one whole school term's notice in writing must be given setting out those exceptional circumstances.

30. Family violence leave

30.1 Definitions

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

Family member means

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee
- (c) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules

Note: For this clause, a spouse or de facto partner includes a former spouse or a former de facto partner.

Sensitive personal information means information that identifies the Employee and discloses the Employee's experience of being subjected to family violence.

30.2 Leave entitlement

- (a) A full-time Employee, part-time Employee or casual Employee who is subject to an act or acts of family violence, is entitled to ten days of paid family violence leave in a school year.
- (b) Family violence leave may be taken as:
 - a continuous period
 - a single period of one day
 - any separate period/s of less than one day which the Employer and Employee agree.
- (c) Family violence leave is not cumulative from year to year.
- (d) If, during the period of operation of this Agreement, the NES are amended to provide paid and/or unpaid family and/or domestic violence leave, then the leave entitlement in clause 30.2(a) will be offset against the NES leave entitlement, should this not be prohibited by the NES.

30.3 Purpose of leave

Family violence leave is for:

- (a) meeting with police to report on an incident of family violence (including any required ongoing attendance with police)
- (b) attending legal proceedings, counselling, appointments with medical, financial or legal professionals
- (c) attending a support service providing support to persons experiencing family violence

- (d) relocation or the making of other safety arrangements
- (e) other activities reasonably associated with the experience of family violence.

30.4 Notice and evidentiary requirements

- (a) An Employee must give notice to the Principal, or the Principal's delegate, of the taking of leave under this clause.
- (b) The notice:
 - must be given as soon as practicable (which may be at a time after the leave has commenced); and
 - must advise of the period, or expected period, of the leave.
- (c) The Employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in cl.30.3. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), a family violence support service or a lawyer, or the Employee may provide a statutory declaration.
- (d) The Employer will not place the documentary evidence provided under cl.30.4(c) on the Employee's file, unless expressly permitted by the Employee. Instead, the Employer may place a note on the Employee's file confirming:
 - the dates that family violence leave was taken; and
 - that documentary evidence was sighted by the Employer.
- (e) Sensitive personal information provided by the Employee to the Employer concerning family violence will be kept confidential to the extent possible, except where disclosure is required by law or to prevent a serious threat to the life, health and/or safety of any individual.

31. Annual leave loading

- 31.1** An Employee who has given service for which salary has been received throughout the School Year is entitled to annual leave loading of 17.5% on a maximum of four (4) weeks' annual leave.
- 31.2** An Employee who is employed for part only of a School Year is entitled to be paid annual leave loading as follows:

Teachers

$$\frac{17.5\% \times \text{Teacher's Attendance Time}^*}{\text{School's Attendance Time}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

ESS Employees

$$\frac{17.5\% \times \text{ESS Employee's Working Weeks}^*}{\text{School's Working weeks}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

*excluding leave without pay in excess of ten (10) days

- 31.3** The Employer will pay annual leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December, or where employment terminates prior to 1 December, payment will be made at the time that employment terminates at the rate of pay applying at the time of termination.

32. Breakage and loss

An Employee who takes reasonable care will not suffer loss of income for any accidental breakages or loss of property which occurs in the normal course of the Employee's duties.

33. Protective clothing

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will provide and launder such clothing.

34. Camp allowance

Where the Employer requires an Employee, other than a Head of School, to attend a camp, the Employee is entitled to be paid a camp allowance of \$60 per night for all nights spent on camp.

35. Meal allowance

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at School continuously until after 7.00 pm on any day.

36. Professional development

- 36.1** The Employer, at the discretion of the Principal, will meet any reasonable cost of training an Employee where that Employee is required to implement or participate in programs of the School which require special skills or

qualifications necessary for safeguarding the physical wellbeing of students. Such training might include, for example, the cost of training necessary for obtaining a first aid certificate, a surf bronze certificate or a heavy duty vehicle driving licence.

36.2 An Employee wishing to acquire a qualification for the purposes referred to in cl.36.1 must provide the Principal with at least 28 days' notice prior to enrolling, making payment for, or in any other way committing to a course or any form of training or instruction.

37. Performance and conduct management procedures

37.1 Performance management

- (a)** This clause will not apply to a casual Employee or to an Employee serving a minimum employment period.
- (b)** Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
- (c)** A formal performance management procedure will commence with the Employer advising the Employee in writing of:
 - the Employer's concern(s) with the Employee's performance;
 - the time, date and place of the first formal meeting to discuss the Employee's performance;
 - the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance; and
 - the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (d)** Formal performance management meetings will:
 - include discussion of the Employer's concern(s) with the Employee's performance;
 - give the Employee an opportunity to respond to the Employer's concern(s);
 - include discussion of any counselling or assistance, where appropriate, available to the Employee;
 - include documentation, where appropriate; and
 - set periods of review, as appropriate.

- (e) 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.

37.2 Conduct Management

- (a) This clause will not apply to a casual Employee or to an Employee serving a minimum employment period.
- (b) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- (c) The Employer will advise the Employee in writing of:
- the Employer's concern(s) with the Employee's conduct;
 - the time, date and place of the meeting to discuss the Employee's conduct;
 - the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct; and
 - the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- (d) The formal conduct management meeting(s) will:
- include discussion of the Employer's concern(s) with the Employee's conduct; and
 - give the Employee an opportunity to respond to the Employer's concern(s) unless the Employer could not reasonably have been expected to provide the Employee with that opportunity.
- (e) The Employer reserves the right to vary the procedures in cl.37.2(c) and (d) where it is possible that the Employee is guilty of serious misconduct.
- (f) Concern(s) with an Employee's conduct may be resolved by:
- summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
 - issuing the Employee with a warning or a final warning in writing;

- terminating the employment of the Employee in accordance with the relevant notice provision; or
- other action, appropriate to the situation.

38. Redundancy

38.1 Definition

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

38.2 Redundancy disputes

- (a) Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and the Employee's representative (if requested by any affected Employee) in good time, with relevant information:
- the reasons for any proposed redundancy;
 - the number and categories of Employees likely to be affected; and
 - the period over which any proposed redundancies are intended to undertaken.
- (b) Where a redundancy dispute arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.

38.3 Transfer to lower paid duties

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

38.4 Severance pay

- (a) The severance payment for an Employee will be in accordance with the following:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than one year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	9 weeks' pay
4 years and less than 5 years	10 weeks' pay
5 years and less than 6 years	11 weeks' pay
6 years and less than 7 years	12 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
More than 9 years (plus 1 week's pay for each additional year of completed service)	16 weeks' pay

Weeks' pay means the ordinary rate of pay for the Employee concerned.

- (b) For the purpose of this clause, **continuous service** will be calculated to include all service for which paid leave was applicable with the exception of paid parental leave and community service leave but will not include any period of unpaid leave except at the discretion of the Employer.

38.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under cl.38.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

38.6 Alternative employment

The Employer, in a particular redundancy case, is not obliged to pay severance pay if the Employer obtains alternative employment for an Employee acceptable to that Employee.

38.7 Time off during notice period

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

- (b)** If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

38.8 Part-time Teacher

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

Part 4— Conditions of Employment for Teachers

39. Classifications and salaries

- 39.1 Schedule A sets out the classification structure and progression arrangements.
- 39.2 Schedule B sets out the salary for a Teacher, including a casual Teacher.
- 39.3 Schedule C sets out the position of responsibility structure, including allowances.
- 39.4 The salary or allowance specified in Schedule B or C, respectively, is in compensation for all hours worked under this Agreement.

40. Hours of work

- 40.1 The ordinary hours of work for a full-time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year.
- 40.2 Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- 40.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 40.4 The full time face-to-face teaching hours per week are defined as per cl.11.4(d).

40.5 Teacher holding a position of responsibility

A Teacher holding a level 4 or level 5 position of responsibility may be recalled to work for up to one day prior to the commencement date of Term 1 and Term 3 for Teachers.

40.6 Light load allocation

- (a) A Teacher may request a Light Load Allocation of 0.8 FTE. The request must be made in writing. The granting of the request is at the discretion of the Principal.
- (b) A Teacher on a Light Load Allocation is appointed as an ongoing part-time Employee as per cl.11.4 of this Agreement save that the Employer cannot vary the Teacher's 0.8 FTE time fraction.
- (c) A Teacher on a Light Load Allocation will receive the full-time equivalent entitlement to personal/carer's leave and compassionate leave. Long service leave will however, be calculated on the 0.8 FTE time fraction.

- (d) Light Load Allocation is only available to a Teacher on an ongoing basis. Once the Teacher and the Employer have agreed in writing to the Teacher moving to a Light Load Allocation, a variation of hours to full-time or to another part-time fraction must be agreed in writing between the Employer and the Teacher. Light Load Allocation as per this clause is only available to Teachers at 0.8 FTE.
- (e) Light Load Allocation is intended by the parties to this Agreement as a way to enable Teachers at the School to participate in the academic, sporting, pastoral and community life of the School and at the same time balance this involvement with other needs and responsibilities that the Teacher might have.
- (f) A Teacher on a Light Load Allocation may be timetabled to teach across the full school week but the Teacher may request that the Teacher be designated unavailable at some time(s) during the school week.

40.7 Teacher workload management

- (a) The Employer acknowledges the need to support Teachers in managing workload in the most effective manner, and in a way which is of benefit to both Teachers and students.
- (b) The parties to this Agreement commit to a process where Employees and the Employer will engage in ongoing consultation to achieve improvements in workload during the life of the Agreement.
- (c) The parties agree that:
 - (i) Teachers' work includes the work undertaken to meet their professional responsibilities. This work may be performed in other locations including, for example, the Employee's home.
 - (ii) Where staff duties can be completed outside the workplace, approval can be sought from the Head of School or their delegate. Approval can only be refused on reasonable grounds.

41. Non Attendance Time

- 41.1** A Teacher is not required to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 41.2** Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Non Attendance Time and/or annual leave will be reduced by the number of taken.

- 41.3** If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\frac{[\text{Teacher's Attendance Time}^* \times \text{Non Attendance Time}]}{\text{Non Attendance Time Already Taken School's Attendance Time}}$$

*less period of leave without pay in excess of ten (10) days

42. Annual leave

- 42.1** Annual leave is provided for in the NES. This clause supplements the NES provisions.
- 42.2** A Teacher is entitled to four (4) weeks annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 42.3** A Teacher must take an amount of annual leave during each of the shutdown periods following the end of Term 1, 2, 3 and 4. The shut down period may differ for individual Teachers, depending on work commitments and activities. The shut down period is defined as a period where the Employer shuts down the business, or any part of the business, in which the Teacher works.
- 42.4** Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.
- 42.5** If a Teacher's employment is terminated or a Teacher resigns prior to the end of Term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to annual leave, pursuant to the following formula:

$$\frac{[\text{Teacher's Attendance Time}^* \times \text{Annual Leave}]}{\text{Annual Leave Already Taken School's Attendance time}}$$

*less period of leave without pay in excess of ten (10) days

- 42.6** A Teacher will take all accrued annual leave during the shut down period.

43. Notice of termination

- 43.1** Where the Employer wishes to terminate the employment of a Teacher during the minimum employment period, or a Teacher wishes to resign during the minimum employment period, the period of notice is specified by clause 12 –Minimum employment period.

- 43.2** Where the Employer is considering whether to terminate the employment of a Teacher for reasons related to performance or conduct, clause 37 – Performance and conduct management procedures applies.
- 43.3** Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.
- 43.4** Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service but less than five years' continuous service with the Employer, the Employer will give seven term weeks' notice in writing, or full payment in lieu.
- 43.5** Subject to clause 12 – Minimum employment period, where the Employer wishes to terminate the employment of a fixed term Teacher, who is replacing another Teacher on parental leave, the Employer will give the fixed term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to clause 21 – Parental leave (Unpaid) that the Teacher being replaced wishes to return from parental leave.
- 43.6** Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules B and C (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 43.7** Subject to clause 12 – Minimum employment period, a Teacher must provide the Employer with a minimum of seven term weeks' notice in writing.
- 43.8** The notice period in this clause and in clause 12 – Minimum Employment Period do not apply where the Teacher is guilty of serious misconduct.
- 43.9 Withholding of monies**
- If a Teacher fails to give the required notice upon termination of employment, then the Employer may deduct from wages due to the Teacher an amount that is no more than 2 weeks' wages for the Teacher.

Part 5— Conditions of Employment for ESS Employees

44. Classifications and salaries

- 44.1** Schedule D sets out the classification structure for ESS Employees.
- 44.2** Schedule E sets out the salary for an ESS Employee, who is entitled to
- (a)** five weeks' annual leave (Sch.E.1.1(a))
 - (b)** School Holidays (Sch.E.1.1(b)).

45. Hours of work

- 45.1** The ordinary hours of work for a full-time ESS Employee will be 38 hours per week.
- 45.2** The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 45.3** The ordinary hours of work for an ESS Employee engaged in the following services are:
- (a)** Classroom Support Services, Curriculum Resources Services, School Administration Services, Wellbeing Services: between 8.00 am and 6.00 pm from Monday to Friday;
 - (b)** School Administration Services: between 8.00 am and 6.00 pm from Monday to Friday;
 - (c)** Early Childhood Services: between 7.00 am and 6.00 pm from Monday to Friday, (worked in periods of no longer than 8.5 hours);
 - (d)** School Operational Services: between 7.00 am and 6.00 pm from Monday to Friday.
- 45.4** **Exception for some ESS Employees**
- (a)** To the exclusion of cl.45.3(b) and (d), the Employer and an ESS Employee (School Administration Services, School Operational Services) may agree upon the arrangement for the ESS Employee's ordinary hours of work, including but not limited to:
 - daily starting and finishing times;
 - the time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;
 - attendance at School meetings; and

- flexible work arrangements.

(b) The Employer and an ESS Employee may agree to vary the hours of work arrangements at any time.

45.5 Reasonable additional hours

45.6 The Employer may require a part-time ESS Employee to work reasonable additional hours, which are defined to be up to 38 hours per week or up to 38 hours per week averaged over a fortnight or a month, provided the reasonable additional hours fall within the spread of ordinary hours of work.

45.7 The Employer will pay the ESS Employee for the additional hours worked at the ordinary time rate of pay plus a casual loading of 25 per cent.

45.8 Reasonable additional hours worked by a part-time ESS Employee do not accrue leave entitlements under this Agreement or the NES.

46. Overtime

46.1 Where the Employer requires an ESS Employee to work overtime, overtime at the rate of time and one half the ordinary hourly rate is payable in respect of the first two hours and at twice the hourly rate thereafter for all hours worked in excess of the averaged hours of work.

46.2 Where an ESS Employee is required to work overtime and such overtime is not continuous with ordinary duty or is on a day on which the ESS Employee would not have been required to work, the minimum overtime payment or time in lieu payable for each separate overtime attendance will be four hours at the prescribed overtime rate. For the purpose of determining whether an overtime attendance is or is not continuous with ordinary duty, or is not separate from other duty, any meal period of up to one hour will be disregarded.

46.3 Payment for additional hours will not be made where an ESS Employee has not obtained prior approval from either their Manager, Director, Business Manager, or Head of School.

46.4 For the purpose of computing additional hours, each day's work stands alone.

47. Annual leave

47.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.

47.2 An ESS Employee is entitled to five weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

- 47.3** An ESS Employee must generally take an amount of annual leave during each of the shut down periods following the end of terms 2 and 4. The shut down period is defined as a period where the Employer shuts down the business, or any part of the business, in which the ESS Employee works.
- 47.4** Where an ESS Employee has not accrued sufficient annual leave to be taken during the shut down period, the ESS Employee will be entitled to leave which will be unpaid.

48. School Holidays

- 48.1** This clause applies to the following ESS Employee classifications:
- (a)** Classroom Support Services
 - (b)** Curriculum/Resources Services: Art Assistant, Library Technician, Food Technology Assistant, Design and Technology Assistant, Laboratory Assistant
 - (c)** Early Childhood Services
 - (d)** School Administration Services: Reception, Student Services
 - (e)** School Operational Services: Food Services Assistant
 - (f)** Wellbeing Services.
- 48.2** Under this clause, an ESS Employee is entitled to School Holidays, which are inclusive of annual leave, if specified at the time of employment or during a period of employment.
- 48.3** The salary for an ESS Employee in Sch.E.1.1(b) takes this period of additional leave into account.
- 48.4** An ESS Employee is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 48.5** An ESS Employee who is employed for part only of a School Year or who takes leave without pay in excess of ten (10) working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the number of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

[Number of working weeks excluding paid holiday periods] - School Holidays already paid

49. Additional leave

- 49.1** The Employer may engage and require an ESS Employee, other than an ESS Employee entitled to School Holidays pursuant to clause 49 – School Holidays, to work the School's term weeks or any number of weeks equal to or greater than the number of term weeks up to a maximum of 47 weeks in a School Year (inclusive of public holidays).
- 49.2** For the purpose of this clause, additional leave is defined as the number of weeks in a School Year (excluding annual leave) that the Employer does not require the ESS Employee to work.
- 49.3** An ESS Employee is entitled to public holidays falling during additional leave.
- 49.4** As additional leave is unpaid authorised leave for the purpose of the Act, annual leave, personal/carer's leave and long service leave entitlement accrue during a period of additional leave.
- 49.5** The annual salary of an ESS Employee, in receipt of additional leave, is calculated using the following formula:

$$\text{Annual Salary} = (52.18 - A + B) \times C \times D$$

where:

- A = number of weeks of additional leave. The number of weeks of additional leave in the formula above must not exceed eight weeks (exclusive of annual leave and additional leave) except where the Employer agrees to additional leave of more than eight weeks at the request, in writing, of the ESS Employee.
- B = number of weeks of public holidays falling during periods of additional leave and annual leave.
- C = full-time weekly salary (refer to Sch.E.1.1(a))
- D = the proportion of full-time hours the ESS Employee will be working, if employed on a part-time basis provided that the adult weekly salary, where adjusted for additional leave, will not be less than the National Minimum Wage.

Note 1: The number of public holidays falling during annual leave and/or additional leave may change from year to year, necessitating recalculation of each year's annual salary or the granting of time in lieu.

Note 2: The Employer and an ESS Employee may change the additional leave arrangements by mutual agreement

- 49.6** As additional leave is not paid leave, the remuneration of an ESS Employee entitled to additional leave will be annualised and paid in equal instalments throughout the year in accordance with clause 15 - Payment Arrangements.

49.7 Purchasing leave

- (a) An ESS Employee, who is entitled to five weeks' annual leave pursuant to clause 48 – Annual leave, may apply to purchase leave as a permanent variation to the ESS Employee's contract of employment or for a specific full School Year.
- (b) Granting an application to purchase leave is at the discretion of the Principal.
- (c) Unless otherwise agreed by the Principal, purchased leave will be taken during Non Term Weeks.
- (d) The formula in cl.50.5 will be used to calculate the annual salary of an ESS Employee whose application to purchase leave is granted.

50. Notice of termination

50.1 Where the Employer wishes to terminate the employment of an ESS Employee serving a minimum employment period pursuant to clause 12 – Minimum employment period, or an ESS Employee wishes to resign during the minimum employment period, the period of notice is specified by clause 12 – Minimum employment period.

50.2 ESS Employee (Classroom Support Services, Curriculum/Resources Services, Wellbeing Services)

- (a) Where the Employer wishes to terminate the employment of an ESS Employee, who has had more than six months' continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, will be provided to the ESS Employee. Where an ESS Employee is entitled to School Holidays, notice is to be given wholly within the one school term.
- (b) An ESS Employee, who has had more than six months' continuous service with the Employer, must provide the Employer with a minimum of four weeks' notice in writing. Notice will not be given during the shut down period. Where an ESS Employee is entitled to School Holidays, notice is to be given wholly within the one school term.

50.3 ESS Employee (Early Childhood Services, School Administration Services, School Operational Services)

- (a) In order to terminate the employment of an ESS Employee, the Employer must give to the ESS Employee, the period of notice specified below.

<u>Period of Service</u>	<u>Period of Notice</u>
1 year or less	1 Week
Over 1 year and up to 3 years	2 Weeks
Over 3 years and up to 5 years	3 Weeks
Over 5 years	4 Weeks

- (b) The notice of termination required to be given by an ESS Employee is the same as that required of the Employer, save and except that there is no requirement upon the ESS Employee to give additional notice based upon the age of the ESS Employee concerned.
- (c) The Employer and an ESS Employee may agree in writing to vary the period of notice required, provided that the agreed period of notice will not be less than that required by this Agreement.

50.4 Additional notice for ESS Employee over 45 years

In addition to the period of notice specified in this clause, an ESS Employee over 45 years of age at the time of being given notice with not less than two years of continuous service will be entitled to an additional week's notice.

50.5 Payment in lieu of notice

The Employer may elect to provide payment in lieu of the prescribed notice in this clause. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the ESS Employee would have been entitled to, had employment continued until the end of the required period of notice.

50.6 Withholding of monies

If an ESS Employee who is at least 18 years old, fails to give the required notice upon termination of employment, then the Employer may deduct from wages due to the ESS Employee an amount that is no more than one week's wages for the ESS Employee.

50.7 Serious misconduct

The notice period in this clause and in clause 12 – Minimum Employment Period do not apply where the ESS Employee is guilty of serious misconduct.

51. Higher duties allowance

51.1 The Employer may direct an ESS Employee to temporarily perform duties applicable to a classification higher than the ESS Employee's current classification.

51.2 Where an ESS Employee performs such duties for three or more days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the ESS Employee will be paid

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

52. Cleaning allowance

Where an ESS Employee (Early Childhood Services) is asked to do general cleaning work as part of the regular daily routine in cleaning toilets, closets or lavatories, the daily cleaning allowance is \$1.54 per day.

53. Tools

The Employer provides all tools necessary for use by an ESS Employee (School Operational Services).

Schedule A— Classification Structure (Teachers)

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

A.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1.01 and progress to level1.11 in accordance with the salary progression cycle.

A.1.2 The salary progression cycle is common to all Teachers and commences on the first day of the first full pay period in February of a School Year and concludes 12 months later.

A.1.3 A Teacher with less than six months' eligible service at a particular salary level will not be eligible for salary progression. Approved teaching experience gained whilst absent on leave without pay is include as eligible service in any particular progression cycle.

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

A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.01.

A.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

Schedule B— Salary Structure (Teachers)

B.1 Annual rate of pay

B.1.1 The salary for a full-time Teacher will be not less than that prescribed by the following table from the first full pay period commencing on or after the specified date.

Level	2022	2023		2024		2025		2026		2027
	4 April 2022 2% Salary	1 Jan 2023 2% Salary	1 July 2023 1% Salary	1 Feb 2024 2% Salary	1 Aug 2024 2% Salary	1 Feb 2025 1% Salary	1 Aug 2025 2% Salary	1 Feb 2026 1% Salary	1 Aug 2026 2% Salary	1 Feb 2027 1% Salary
1.01	\$75,241	\$77,544	\$78,319	\$79,886	\$81,483	\$82,298	\$83,944	\$84,784	\$86,479	\$87,344
1.02	\$78,011	\$79,571	\$80,367	\$81,974	\$83,614	\$84,450	\$86,139	\$87,000	\$88,740	\$89,628
1.03	\$80,895	\$82,513	\$83,338	\$85,005	\$86,705	\$87,572	\$89,323	\$90,216	\$92,021	\$92,941
1.04	\$83,880	\$85,557	\$86,413	\$88,141	\$89,904	\$90,803	\$92,619	\$93,545	\$95,416	\$96,370
1.05	\$86,969	\$88,709	\$89,596	\$91,388	\$93,216	\$94,148	\$96,031	\$96,991	\$98,931	\$99,920
1.06	\$90,174	\$91,977	\$92,897	\$94,755	\$96,650	\$97,617	\$99,569	\$100,565	\$102,576	\$103,602
1.07	\$93,494	\$95,364	\$96,318	\$98,244	\$100,209	\$101,211	\$103,235	\$104,268	\$106,353	\$107,417
1.08	\$96,944	\$98,883	\$99,871	\$101,869	\$103,906	\$104,945	\$107,044	\$108,115	\$110,277	\$111,380
1.09	\$100,525	\$102,536	\$103,561	\$105,632	\$107,745	\$108,823	\$110,999	\$112,109	\$114,351	\$115,495
1.10	\$104,233	\$106,318	\$107,381	\$109,529	\$111,719	\$112,836	\$115,093	\$116,244	\$118,569	\$119,755
1.11	\$112,757	\$115,012	\$116,162	\$118,485	\$120,855	\$122,064	\$124,505	\$125,750	\$128,265	\$129,548

Notes:

1. The weekly salary is calculated by dividing the annual salary by 52.18

2. The annual salary does not include annual leave loading

B.2 Casual Teacher

The salary payable to a Casual Teacher will be no less than the rates listed below or the applicable rate pursuant to the *Educational Services (Teachers) Award 2020*, whichever the greater:

Casual Teacher (CRT)	From 1 July 2023	
	Per Day	Per Half Day
Less than 5 consecutive days	\$386	\$193
5 or more consecutive days	\$417	\$209

Schedule C— Positions of Responsibility Structure (Teachers)

C.1 Eligibility

- C.1.1** A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Employer.
- C.1.2** The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.
- C.1.3** The Principal determines who is eligible for the rate of pay.

C.2 Notification

- C.2.1** The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, whether attendance during Non Attendance Time is required, the duties required and the amount to be paid.
- C.2.2** The Principal will advise the Teacher of the level to which the position equates.

C.3 Advertising positions

- C.3.1** Vacated positions of responsibility and newly formed positions of responsibility will generally be advertised and open to Teachers of the School. This provision does not preclude the Principal advertising such positions outside the School.
- C.3.2** The exception to C.3.1 is that the Principal may appoint a Teacher to an acting position of responsibility for a period of up to 12 months.

C.4 Rates of Pay and Time Allowances

- C.4.1** The following rates of pay (per annum), and time allowances, apply to a position of responsibility.

St Paul's Anglican Grammar School Agreement 2023 to 2027

Level	Time allowance (Periods per 10 day cycle)	From 4 April 2022	01-Jan-23	01-Jul-23	01-Feb-24	01-Aug-24	01-Feb-25	01-Aug-25	01-Feb-26	01-Aug-26	01-Feb-27
Level 1	1	\$1,805	\$1,841	\$1,860	\$1,897	\$1,935	\$1,954	\$1,993	\$2,013	\$2,053	\$2,074
Level 2	2	\$3,611	\$3,684	\$3,721	\$3,795	\$3,871	\$3,910	\$3,988	\$4,028	\$4,108	\$4,149
Level 3	2 - 3	\$5,417	\$5,525	\$5,580	\$5,692	\$5,806	\$5,864	\$5,981	\$6,041	\$6,162	\$6,223
Level 4	2 - 7	\$6,320	\$6,446	\$6,511	\$6,641	\$6,774	\$6,841	\$6,978	\$7,048	\$7,189	\$7,261
Level 5	8 - 13	\$10,837	\$11,054	\$11,164	\$11,388	\$11,615	\$11,731	\$11,966	\$12,086	\$12,327	\$12,451

C.4.2 For the purpose of this clause, a **period** is defined to be 50 minutes.

C.4.3 Where the position of responsibility is shared, the payment may also be shared.

C.4.4 For positions of responsibility above Level 5, rates of pay and time allowances are negotiated with the Principal.

Schedule D—Classification Structure (ESS Employees)

D.1 Details of Classification Structure

D.1.1 Definition 1: Supervision

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

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

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

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

D.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) Year 12

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

(b) Trade certificate

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

(c) Post-trade certificate

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

(d) Certificates I and II

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

(e) Certificate III

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

(f) Certificate IV

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

(g) Diploma

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

(h) Advanced diploma

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

(i) Degree

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

(j) Postgraduate degree

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

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

D.1.3 Definition 3: Classification dimensions

(a) Competency

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

(b) Judgment, independence and problem solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an ESS Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

(c) Level of supervision

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

(d) Student Supervision

This dimension covers the way in which students are supervised with either a Teacher or higher level ESS employee being present.

(e) Training level or qualifications

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

(f) Occupational equivalent

Examples of occupations typically falling within each classification level.

(g) Typical activities

Examples of activities typically undertaken by ESS Employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided.

D.2 Commencement Level and Progression

Where there is more than one minimum pay point for a classification level an ESS Employee will be eligible for movement to the next highest pay point within the classification level after each 12-month period.

The commencement levels for ESS Employees will be as follows:

Classroom support services	Level 1
School administration services	Level 1

School operational services	Level 1
Curriculum/resources services	Level 2
Early childhood assistant	Level 3
Wellbeing services	Level 4

D.3 Classifications

Level 1

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Student Supervision

Roles at this level do not supervise students without a higher level ESS Employee, Teacher or Principal being present.

(e) Training level or qualifications

An ESS Employee is not required to have previous work experience upon engagement who may have at least completed Year 12 or Certificate I or Certificate II. An ESS Employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the Employees with whom the ESS Employee will be working.

Typical activities

Classroom support services

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

Occupational equivalent: teacher aide/assistant, integration aide/assistant

School administration services

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

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

School operational services

Kitchen Assistant

- Assisting in a school retail facility, such as a canteen
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment

Grounds/Maintenance Assistant & Handyperson

- Performing general labouring tasks
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces

- Performing basic maintenance
- Assisting trades personnel with manual duties
- Moving furniture and equipment
- Performing basic gardening and outdoor maintenance
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing non-trade tasks incidental to the Employee's work

Occupational equivalent: kitchen assistant, grounds/maintenance assistant, handy person

Level 2

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

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

(c) Level of supervision

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

(d) Student Supervision

Roles at this level may be required to supervise students while performing their normal duties but may not be used in place of a teacher. They may be required to supervise other ESS Employees at lower levels.

(e) Training level or qualifications

Level 2 duties typically require:

- a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed; or
- completion of Certificates III or Trade certificate with work related experience.

Typical activities

Classroom support services

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved

Occupational equivalent: teacher aide/assistant, integration aide/assistant

School administration services

- Providing general administrative support including the preparation of non-standard documents
- Processing students absences and providing bus passes
- First aid qualified and provision of first aid when necessary
- Liaising with and providing general information about the School's operations to parents/carers, students and employees in accordance with policies and procedures
- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
- Undertaking routine reception duties, including screening visitors, arranging interviews/meetings, making appointments, maintaining diary records and communicating information in accordance with policies and procedures.
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash and EFTPOS transactions including receipting, balancing and banking

Occupational equivalent: clerical assistant, personal assistant, student services

School operational services

Non-trade qualified Cook & Kitchen Assistant

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items

Gardener

- Undertaking general gardening tasks including the preparation and planting procedures
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision

Occupational equivalent: non-trade qualified cook, gardener, kitchen assistant

Curriculum/resources 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
- Assisting students and teachers to use the catalogue and/or locate books and resource materials
- Operating routine office equipment such as a computer, photocopier, scanner, binding machine, guillotine etc
- Operating library ICT software programs
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens

- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- Preparing standard solutions and less complex experiments
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Providing technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment

Occupational equivalent: library assistant, laboratory assistant, technology centre assistant, food technology assistant, art assistant

Level 3

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Student Supervision

Roles at this level may be required to supervise students while performing their normal duties but may not be used in place of a teacher. They may be required to supervise other ESS Employees at lower levels.

(e) Training level or qualifications

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

completion of a Certificate III or Certificate IV with relevant work experience; or a Diploma.

Typical activities

Classroom support services

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

Occupational equivalent: teacher or integration aide/assistant

Early childhood assistant

- 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 ESS Employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained ESS Employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations

Occupational equivalent: childcare assistant

School administration services

- Undertaking a wide range of clerical duties at an advanced level, including maintaining email and computerised records.
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence

- Managing enquiries from students, parents, employees and the general public
- Preparing government and statutory authority returns for authorisation
- Assisting with preparation of internal and external publications and update school website
- Assist in executing the school marketing strategy and assist with school media releases
- Assist with School photography
- Desktop publishing assistance
- Assist in the preparation of school newsletter and brochures
- Assist in organisation and attendance at school events

Occupational equivalent: personal assistant, marketing assistant, graphics designer

School operational services

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

Occupational equivalent: tradesperson

Curriculum/resources services

- Undertaking some responsibility for other ESS Employees in the work area
- Providing assistance or guidance to other ESS Employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Selection and ordering of periodicals
- Liason with outside bodies (schools, public libraries, educational authorities)
- Searching and verifying bibliographical data where some judgment and discretion are involved

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

Occupational equivalent: library technician, laboratory technician, technology centre assistant, food technology assistant, art assistant

Level 4

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Student Supervision

Roles at this level may be required to supervise students while performing their normal duties but may not be used in place of a teacher. They may be required to supervise other ESS Employees at lower levels.

(e) Training level or qualifications

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

completion of a Certificate IV or diploma level qualification with relevant work related experience;

Typical activities

School administration services

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

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

Occupational equivalent: finance officer, school registrar, personal assistant to deputy principal

School operational services

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- 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, food services manager

Curriculum/resources services

- Demonstrating and instructing students and ESS Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with teachers on curriculum matters

Occupational equivalent: senior technician in a library, laboratory or technology centre

Wellbeing services

- Provide support and guidance to students
- Provide welfare services to students

Occupational equivalent: social worker

Level 5

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

(a) Competency

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Student Supervision

Roles at this level may be required to supervise students while performing their normal duties but may not be used in place of a teacher. They may be required to supervise other ESS Employees at lower levels.

(e) Training level or qualifications

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

completion of an advanced diploma qualification and at least three year's subsequent relevant work experience;

completion of a degree

Typical activities

School administration services

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of school management
- Overseeing the operations of the school's office and other administrative activities
- Providing key support and timely advice to the Principal, Principal's delegates or governing body
- Develop procedures/guidelines relating to school operations
- Ensuring deadlines and targets are met
- Effective liason on behalf of the school, including with the school community, government departments/agencies and service providers;
- Performing human resource functions including recruiting, staff development, performance management

Occupational equivalent: human resources officer, personal assistant to school principal

School operational services

- Managing a range of functions including assisting in the planning, prioritization, scheduling and performance of all required maintenance, including set up, preparation and clean up.

Occupational equivalent: assistant maintenance manager

Wellbeing services

- Providing support and guidance to students
- Providing welfare services to students
- Assisting school counsellor under supervision

Occupational equivalent: graduate counsellor

Level 6

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

(a) Competency

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

Competency at this level involves the delivery of professional services within defined accountability levels. ESS 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.

ESS 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. ESS Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(b) Judgment, independence and problem solving

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

(c) Level of supervision

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

(d) Student Supervision

Roles at this level may be required to supervise students while performing their normal duties but may not be used in place of a teacher. They may be required to supervise other ESS Employees at lower levels.

(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 relevant subsequent relevant experience;

an equivalent combination of relevant experience and education.

Typical activities

Wellbeing services

- Performing guidance and counselling, within defined accountabilities
- Providing specialist health services and/or therapy services to students

Occupational equivalent: psychologist, speech therapist, occupational therapist, counsellor

School administration services

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

- Complete ICT tasks and solve simple IT issues

Occupational equivalent: public relations manager, ICT (information communication technology) assistant manager

School operational services

- Managing a range of maintenance functions
- Manage and deliver various utility and grounds services and supervise contracts and programs

Occupational equivalent: maintenance and grounds manager

Level 7

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

(a) Competency

Within constraints set by management, Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An ESS Employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.

An ESS Employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the ESS Employee may be a recognised authority in a specialised area.

(b) Judgment, independence and problem solving

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

(c) Level of supervision

Broad direction. May manage other Employees including ESS Employees.

(d) Student Supervision

Roles at this level may be required to supervise students while performing their normal duties but may not be used in place of a teacher. They may be required to supervise other ESS Employees at lower levels.

(e) Training level or qualifications

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

a degree with significant experience in a similar role;

an equivalent combination of relevant experience and education/training.

Typical activities

School administration services

- Managing a range of functions including leading and facilitating the delivery of ICT systems, infrastructure and projects in the school

Occupational equivalent: ICT systems manager

Wellbeing services

- Managing counselling services with more than one psychologist under supervision

Occupational equivalent: psychologist

Level 8

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Student Supervision

Roles at this level may be required to supervise students while performing their normal duties but may not be used in place of a teacher. They may be required to supervise other ESS Employees at lower levels.

(e) Training level or qualifications

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

a degree with extensive experience in a similar role;

a postgraduate or progress towards completion of and extensive experience.

Typical activities

School administration services

- Managing a range of functions including leading and facilitating the delivery of ICT systems, infrastructure and projects in the school
- Managing a range of financial functions including preparation of asset, liability, and capital account entries by compiling and analysing account information. Recommend financial actions by analysing accounting options.
- Managing and guiding the overall provision of human resources services, policies, and programs for the school.
- Develop and implement an annual marketing strategy

Occupational equivalent: human resources manager, accountant, director IT, marketing manager

Schedule E— Salary Structure (ESS Employees)

E.1 Annual rates of pay

- E.1.1** The salary for a full-time adult ESS Employee will be not less than the annual rate of pay specified for the ESS Employee's classification prescribed by the relevant table in Sch.E.1.1(a) or (b) from the first full pay period commencing on or after the specified date.

- E.1.2** Where an ESS employee Level 1 to Level 5 (and Level 6.1 from 1 August 2025 and Level 6.2 from 1 February 2026) is paid a higher salary than those stated in Schedule E for Level 5 (or Level 6.1 from 1 August 2025 and Level 6.2 from 1 February 2026), they will receive the % increase applicable ESS Level 7 and ESS Level 8 at the same time as listed in E.1 annual rates of pay.

St Paul's Anglican Grammar School Agreement 2023 to 2027

(a) Annual rate of pay (ESS Employees entitled to five weeks' annual leave)

	4 April 2022 2% Salary	1 Jan 2023 4% Salary	1 July 2023 3% Salary	1 Feb 2024 4% Salary	1 Aug 2024 4% Salary	1 Feb 2025 3% Salary	1 Aug 2025 4% Salary	1 Feb 2026 3% Salary	1 Aug 2026 4% Salary	1 Feb 2027 3% Salary
Level 1										
1.1	\$45,045	\$ 46,847	\$ 48,253	\$ 50,183	\$ 52,190	\$ 53,756	\$ 55,906	\$ 57,583	\$ 59,886	\$ 61,683
1.2	\$45,951	\$ 47,789	\$ 49,222	\$ 51,191	\$ 53,239	\$ 54,836	\$ 57,030	\$ 58,740	\$ 61,090	\$ 62,923
1.3	\$47,343	\$ 49,237	\$ 50,714	\$ 52,742	\$ 54,852	\$ 56,498	\$ 58,758	\$ 60,520	\$ 62,941	\$ 64,829
Level 2										
2.1	\$49,533	\$ 51,515	\$ 53,060	\$ 55,182	\$ 57,390	\$ 59,111	\$ 61,476	\$ 63,320	\$ 65,853	\$ 67,829
2.2	\$50,887	\$ 52,922	\$ 54,510	\$ 56,690	\$ 58,958	\$ 60,727	\$ 63,156	\$ 65,050	\$ 67,652	\$ 69,682
2.3	\$53,294	\$ 55,426	\$ 57,089	\$ 59,372	\$ 61,747	\$ 63,600	\$ 66,144	\$ 68,128	\$ 70,853	\$ 72,979
Level 3										
3.1	\$54,019	\$ 56,180	\$ 57,865	\$ 60,180	\$ 62,587	\$ 64,465	\$ 67,043	\$ 69,054	\$ 71,817	\$ 73,971
3.2	\$55,105	\$ 57,309	\$ 59,028	\$ 61,390	\$ 63,845	\$ 65,761	\$ 68,391	\$ 70,443	\$ 73,260	\$ 75,458
3.3	\$57,663	\$ 59,970	\$ 61,769	\$ 64,240	\$ 66,809	\$ 68,814	\$ 71,566	\$ 73,713	\$ 76,662	\$ 78,961
Level 4										
4.1	\$58,278	\$ 60,609	\$ 62,427	\$ 64,924	\$ 67,521	\$ 69,547	\$ 72,329	\$ 74,498	\$ 77,478	\$ 79,803
4.2	\$59,443	\$ 61,821	\$ 63,676	\$ 66,223	\$ 68,871	\$ 70,938	\$ 73,775	\$ 75,988	\$ 79,028	\$ 81,399
4.3	\$62,118	\$ 64,603	\$ 66,541	\$ 69,203	\$ 71,971	\$ 74,130	\$ 77,095	\$ 79,408	\$ 82,584	\$ 85,062
Level 5										
5.1	\$63,052	\$ 65,574	\$ 67,541	\$ 70,243	\$ 73,053	\$ 75,244	\$ 78,254	\$ 80,602	\$ 83,826	\$ 86,340
5.2	\$64,313	\$ 66,885	\$ 68,892	\$ 71,647	\$ 74,513	\$ 76,749	\$ 79,819	\$ 82,213	\$ 85,502	\$ 88,067
5.3	\$67,243	\$ 69,933	\$ 72,031	\$ 74,912	\$ 77,909	\$ 80,246	\$ 83,456	\$ 85,960	\$ 89,398	\$ 92,080
	4 April 2022 2% Salary	1 Jan 2023 3% Salary	1 July 2023 2% Salary	1 Feb 2024 3% Salary	1 Aug 2024 3% Salary	1 Feb 2025 2% Salary	1 Aug 2025 3% Salary	1 Feb 2026 2% Salary	1 Aug 2026 3% Salary	1 Feb 2027 2% Salary
Level 6										
6.1	\$71,054	\$ 73,186	\$ 74,649	\$ 76,889	\$ 79,195	\$ 80,779	\$ 84,011	\$ 86,531	\$ 89,992	\$ 92,692
6.2	\$72,483	\$ 74,657	\$ 76,151	\$ 78,435	\$ 80,788	\$ 82,404	\$ 84,876	\$ 87,422	\$ 90,919	\$ 93,647
6.3	\$75,382	\$ 77,644	\$ 79,196	\$ 81,572	\$ 84,019	\$ 85,700	\$ 88,271	\$ 90,036	\$ 92,737	\$ 94,592
Level 7										
7.1	\$78,451	\$ 80,804	\$ 82,420	\$ 84,893	\$ 87,440	\$ 89,188	\$ 91,864	\$ 93,701	\$ 96,512	\$ 98,443
7.2	\$81,813	\$ 84,267	\$ 85,953	\$ 88,531	\$ 91,187	\$ 93,011	\$ 95,801	\$ 97,717	\$100,649	\$102,662
7.3	\$85,175	\$ 87,730	\$ 89,485	\$ 92,169	\$ 94,934	\$ 96,833	\$ 99,738	\$101,733	\$104,785	\$106,881
Level 8										
8.1	\$89,658	\$ 92,348	\$ 94,195	\$ 97,020	\$ 99,931	\$ 101,930	\$ 104,988	\$ 107,087	\$110,300	\$112,506
8.2	\$93,244	\$ 96,042	\$ 97,962	\$ 100,901	\$ 103,928	\$ 106,007	\$ 109,187	\$ 111,371	\$114,712	\$117,006
8.3	\$96,974	\$ 99,883	\$101,881	\$ 104,937	\$ 108,085	\$ 110,247	\$ 113,554	\$ 115,826	\$119,300	\$121,686

Notes:

1. The weekly salary is calculated by dividing the annual salary by 52.18
2. The annual salary does not include annual leave loading

St Paul's Anglican Grammar School Agreement 2023 to 2027

(b) Annual rate of pay (ESS Employee entitled to School Holidays)

	4 April 2022 2% Salary	1 Jan 2023 4% Salary	1 July 2023 3% Salary	1 Feb 2024 4% Salary	1 Aug 2024 4% Salary	1 Feb 2025 3% Salary	1 Aug 2025 4% Salary	1 Feb 2026 3% Salary	1 Aug 2026 4% Salary	1 Feb 2027 3% Salary
Level 1										
1.1	\$41,580	\$ 43,244	\$ 44,541	\$ 46,323	\$ 48,176	\$ 49,621	\$ 51,606	\$ 53,154	\$ 55,280	\$ 56,938
1.2	\$42,416	\$ 44,113	\$ 45,436	\$ 47,253	\$ 49,143	\$ 50,617	\$ 52,642	\$ 54,221	\$ 56,390	\$ 58,082
1.3	\$43,701	\$ 45,449	\$ 46,812	\$ 48,684	\$ 50,631	\$ 52,150	\$ 54,236	\$ 55,863	\$ 58,098	\$ 59,841
Level 2										
2.1	\$45,723	\$ 47,552	\$ 48,979	\$ 50,938	\$ 52,976	\$ 54,565	\$ 56,748	\$ 58,450	\$ 60,788	\$ 62,612
2.2	\$46,972	\$ 48,851	\$ 50,317	\$ 52,330	\$ 54,423	\$ 56,056	\$ 58,298	\$ 60,047	\$ 62,449	\$ 64,322
2.3	\$49,195	\$ 51,163	\$ 52,698	\$ 54,806	\$ 56,998	\$ 58,708	\$ 61,056	\$ 62,888	\$ 65,404	\$ 67,366
Level 3										
3.1	\$49,864	\$ 51,858	\$ 53,414	\$ 55,551	\$ 57,773	\$ 59,506	\$ 61,886	\$ 63,743	\$ 66,293	\$ 68,282
3.2	\$50,866	\$ 52,901	\$ 54,488	\$ 56,668	\$ 58,935	\$ 60,703	\$ 63,131	\$ 65,025	\$ 67,626	\$ 69,655
3.3	\$53,228	\$ 55,357	\$ 57,018	\$ 59,299	\$ 61,671	\$ 63,521	\$ 66,062	\$ 68,044	\$ 70,766	\$ 72,889
Level 4										
4.1	\$53,795	\$ 55,947	\$ 57,625	\$ 59,930	\$ 62,327	\$ 64,197	\$ 66,765	\$ 68,768	\$ 71,519	\$ 73,665
4.2	\$54,871	\$ 57,065	\$ 58,777	\$ 61,128	\$ 63,573	\$ 65,480	\$ 68,099	\$ 70,142	\$ 72,948	\$ 75,136
4.3	\$57,340	\$ 59,634	\$ 61,423	\$ 63,880	\$ 66,435	\$ 68,428	\$ 71,165	\$ 73,300	\$ 76,232	\$ 78,519
Level 5										
5.1	\$58,202	\$ 60,530	\$ 62,346	\$ 64,840	\$ 67,434	\$ 69,457	\$ 72,235	\$ 74,402	\$ 77,378	\$ 79,699
5.2	\$59,366	\$ 61,740	\$ 63,592	\$ 66,136	\$ 68,781	\$ 70,844	\$ 73,678	\$ 75,888	\$ 78,924	\$ 81,292
5.3	\$62,071	\$ 64,554	\$ 66,491	\$ 69,151	\$ 71,917	\$ 74,075	\$ 77,038	\$ 79,349	\$ 82,523	\$ 84,999
	4 April 2022 2% Salary	1 Jan 2023 3% Salary	1 July 2023 2% Salary	1 Feb 2024 3% Salary	1 Aug 2024 3% Salary	1 Feb 2025 2% Salary	1 Aug 2025 3% Salary	1 Feb 2026 2% Salary	1 Aug 2026 3% Salary	1 Feb 2027 2% Salary
Level 6										
6.1	\$65,588	\$ 67,556	\$ 68,907	\$ 70,974	\$ 73,103	\$ 74,565	\$ 77,548	\$ 79,874	\$ 83,069	\$ 85,561
6.2	\$66,907	\$ 68,915	\$ 70,293	\$ 72,402	\$ 74,574	\$ 76,065	\$ 78,347	\$ 80,697	\$ 83,925	\$ 86,443
6.3	\$69,583	\$ 71,671	\$ 73,104	\$ 75,297	\$ 77,556	\$ 79,107	\$ 81,480	\$ 83,110	\$ 85,603	\$ 87,315
	4 April 2022 2% Salary	1 Jan 2023 3% Salary	1 July 2023 2% Salary	1 Feb 2024 3% Salary	1 Aug 2024 3% Salary	1 Feb 2025 2% Salary	1 Aug 2025 3% Salary	1 Feb 2026 2% Salary	1 Aug 2026 3% Salary	1 Feb 2027 2% Salary
Level 7										
7.1	\$72,416	\$ 74,588	\$ 76,080	\$ 78,362	\$ 80,713	\$ 82,327	\$ 84,797	\$ 86,493	\$ 89,088	\$ 91,761
7.2	\$75,520	\$ 77,785	\$ 79,341	\$ 81,721	\$ 84,173	\$ 85,856	\$ 88,432	\$ 90,201	\$ 92,907	\$ 95,694
7.3	\$78,623	\$ 80,982	\$ 82,602	\$ 85,080	\$ 87,632	\$ 89,385	\$ 92,067	\$ 93,908	\$ 96,725	\$ 99,627
Level 8										
8.1	\$82,761	\$ 85,244	\$ 86,949	\$ 89,557	\$ 92,244	\$ 94,089	\$ 96,912	\$ 98,850	\$101,816	\$104,870
8.2	\$86,072	\$ 88,654	\$ 90,427	\$ 93,140	\$ 95,934	\$ 97,853	\$100,789	\$102,805	\$105,889	\$109,066
8.3	\$89,514	\$ 92,200	\$ 94,044	\$ 96,865	\$ 99,771	\$101,766	\$104,819	\$106,915	\$110,122	\$113,426
Notes:										
1. The weekly salary is calculated by dividing the annual salary by 52.18										
2. The annual salary does not include annual leave loading										

E.2 Commencement level and progression

- E.2.1** An ESS Employee will be eligible for movement to the next highest pay point within the classification level after each 12-month period, or in the case of non-continuous service, after the completion of 12 months' service.
- E.2.2** If the Education Support Staff Employee believes that the nature of the job has changed to such an extent as to warrant a reclassification, the ESS Employee shall apply to the Principal (or delegated person) in writing with supporting evidence to have their position reclassified. Possession of a qualification is not an automatic guarantee of classification at a particular level.
- E.2.3** Should the Employer request an ESS Employee to obtain a higher level of skill through a qualification, this request shall be put in writing. The letter should include a guarantee that upon successful completion of the study, the ESS Employee shall advance to the appropriate higher level of pay.

E.3 Casual ESS Employee

- E.3.1** A casual ESS Employee will be paid an hourly rate of 1/38th of the weekly rate of pay in Sch.E.1.1(a) for the ESS Employee's classification plus 25 per cent.
- E.3.2** The 25 per cent loading is in lieu of any entitlement under this Agreement or the NES to paid leave and other entitlements.

E.4 Junior ESS Employee

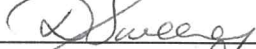
A junior ESS Employee classified at Level 1 or Level 2 is to be paid at the following percentage of the appropriate adult rate of pay for the position performed.

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

DECLARATION

EXECUTED as an agreement this 3 day of August 2023

EMPLOYER REPRESENTATIVE

Signed: 

Date: 3/8/2023

Name in full (printed): DONNA SWEENEY

Position title: ACTING PRINCIPAL / DEPUTY PRINCIPAL

Authority to sign explained: ACTING PRINCIPAL

Address: 150 BOWEN STREET WARRAGUL VIC 3820

Witnessed by: 

Witness name in full: Carol Reid

Witness address: 150 Bowen St Warragul Vic 3820

EMPLOYEE REPRESENTATIVE

Signed: 

Date: 3/8/2023

Name in full (printed): NICOLA BLACK

Position title: PERSONAL ASSISTANT

Authority to sign explained: STAFF MEMBER

Address: 150 BOWEN STREET, WARRAGUL VIC 3820

Witnessed by: 

Witness name in full: Carol Reid

Witness address: 150 Bowen St Warragul Vic 3820