



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Strathcona Baptist Girls Grammar School Limited
(AG2022/2171)

STRATHCONA BAPTIST GIRLS GRAMMAR SCHOOL LTD. ENTERPRISE AGREEMENT 2022 - 2024

Educational services

COMMISSIONER MCKINNON

SYDNEY, 14 JULY 2022

Application for approval of the Strathcona Baptist Girls Grammar School Ltd. Enterprise Agreement 2022 - 2024.

[1] Strathcona Baptist Girls Grammar School Limited has applied for approval of a single enterprise agreement known as the *Strathcona Baptist Girls Grammar School Ltd. Enterprise Agreement 2022 - 2024* (the Agreement).

[2] The notice of employee representational rights given to employees did not reflect the correct name of the Agreement and instead included the name of the previous Agreement “*Strathcona Baptist Girls Grammar School Ltd. Enterprise Agreement 2016-2018*”. The error is a minor technical error and I am satisfied that employees are not likely to have been disadvantaged for the purpose of s.188(2) of the *Fair Work Act 2009*.

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

[4] The Agreement is approved and will operate from 21 July 2022. The nominal expiry date of the Agreement is 31 January 2025.

[5] The Agreement covers the Independent Education Union of Australia.


COMMISSIONER

The signature block features a circular seal of the Fair Work Commission. The seal contains the Australian coat of arms and the text 'THE SEAL OF THE FAIR WORK COMMISSION' around the perimeter. A handwritten signature in blue ink is written across the seal. Below the seal, the word 'COMMISSIONER' is printed in a bold, sans-serif font.

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**STRATHCONA BAPTIST GIRLS GRAMMAR SCHOOL
LTD ENTERPRISE AGREEMENT 2022-2024**

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Part 1—Application and Operation

1. Title

This Agreement is to be known as the *Strathcona Baptist Girls Grammar School Ltd. Enterprise Agreement 2022 - 2024* (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 Fair Work Commission (FWC), in accordance with s.54 of the Act

2.2 The nominal expiry date of the Agreement is 31 January 2025.

3. Definitions and interpretation

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor(s)
Awards	means the <i>Educational Services (Teachers) Award 2020</i> and the <i>Educational Services (Schools) General Staff Award 2020</i> , or their successor awards, unless separately specified
Casual Employee	means an Employee engaged as a School Assistant on a casual basis
Casual Relief Teacher (CRT)	means a Teacher engaged by the School in Casual employment as defined under Clause 12 of the <i>Educational Services (Teachers) Award 2020</i> to replace a Teacher absent on leave, undertaking professional development or other duties or to undertake a specific task or activity that requires a registered Teacher
ELC	means the Early Learning Centre of the School
ELC Teacher	means an Employee, including an Employee employed as a Director of the Early Learning Centre, who is employed to teach pre-primary aged children enrolled in the Early Learning Centre and who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3A of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) (or its successor). This definition does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Employee	means a person covered by this Agreement
Employer	means Strathcona Baptist Girls Grammar School Ltd [ABN 75 073 413 626]
Five-year trained teacher	means a teacher: who has completed an undergraduate degree that requires three years of full-time study at an Australian university, and a postgraduate degree requiring at least two years of full-time study at an Australian university, or the equivalent, as

	<p>determined by the Victorian Institute of Teaching</p> <p>who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers</p>
Fixed Term Replacement Teacher (FTR)	means a Teacher employed for a fixed period of time for a period of at least four weeks but not more than 12 months on either a full-time or part-time basis, in accordance with cl.38.3 of the Agreement
Four-year trained teacher	<p>means a teacher:</p> <p>who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or</p> <p>who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or</p> <p>who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers</p>
FWC	means Fair Work Commission or its successor(s)
General Staff Award	means the <i>Educational Services (Schools) General Staff Award 2020</i> or its successor(s)
Immediate family	<p>means</p> <p>spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, 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 difference sexes; and</p> <p>child or an adult child (including an adopted child, a step-child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee</p>
LSL Act	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor(s)
Main campus	means the senior school, the junior school and the ELC
Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
NES	means the National Employment Standards as contained in

	Part 2-2 of the Act
Non-term weeks	means weeks, or part thereof, in the School year other than term weeks and includes periods designated as school holidays for students. The total number of non-term weeks will not be less than the total number of non-term weeks gazetted for Victorian Government Schools
Professional Staff	means an Employee employed in non-student facing roles. Examples include maintenance and grounds, administrative services, business office, marketing and communications
Principal	means Principal of Strathcona Baptist Girls Grammar School Ltd or their nominee
Scheduled Class Time (SCT)	<p>a) Scheduled class time includes:</p> <ul style="list-style-type: none"> i. all scheduled classes allocated to the Teacher whether that class consists of a single student or a group of students ii. any sport/activities sessions allocated to the Teacher which are scheduled during normal class time; iii. scheduled home room duties (secondary schools); iv. in Primary schools, all scheduled classes allocated to the Teacher from the time that students are required to be in attendance; and v. scheduled assemblies (primary schools). <p>b) While included in professional expectations the following are not part of scheduled class time:</p> <ul style="list-style-type: none"> i. any sport sessions taken by the Teacher outside normal school time, unless included in an individuals' teaching allocation ii. staff meetings; iii. the time that Teachers are in classrooms other than the times that students are required to be in attendance; iv. student recess and lunch breaks; v. the time spent outside normal school time on school camps, excursions, etc; vi. yard supervision, bus duty, etc; vii. extras (secondary schools); viii. Unless otherwise agreed by a majority of the Consultative Committee, the first 15 minutes per week or 150 minutes per term of school and year level assemblies. <p>c) Save that where equivalent time in lieu is provided</p>

	from scheduled class time for attending such assemblies, all such time shall be excluded.
School Assistant	means an employee, who is employed in Curriculum/resources services, Classroom support services, Preschool/childcare service and Nursing Services under the <i>Educational Services (Schools) General Staff Award 2020</i> or its successor(s)
School year	means the period of 12 months commencing from the day the Employees are required to attend the school for the new educational year, as determined by the school, and includes Term weeks and Non-term weeks
School Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic)</i> (or its successor) and is employed to teach the educational program to primary and secondary school students. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Teachers Award	means the <i>Educational Services (Teachers) Award 2020</i> or its successor(s)
Teacher	means an ELC Teacher and a School Teacher, unless separately specified
Term weeks	means the weeks, or part thereof, in the School year that students are required to attend school and designated student free days as set out in the school calendar of the School
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i> or its successor(s)
WIRC	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)</i> or its successor(s)
Year 9 campus	means the Tay Creggan Campus

4. Coverage

4.1 This Agreement covers:

- (a) the Employer;
- (b) Teachers; and
- (c) School Assistants.

4.2 This Agreement does not cover:

- (a) a Principal;
- (b) a Deputy Principal, or by whatever name called;
- (c) a Bursar or Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer;
- (d) employees employed pursuant to the *Educational Services (Schools) General Staff Award 2020* other than employees employed in Curriculum/resources services, Classroom support services, Preschool/childcare services, and Nursing Services (defined as School Assistants in this Agreement);
- (e) Apprentices;
- (f) Trainees; and
- (g) Employees on a supported wage system.

5. Relationship to Awards

This Agreement incorporates the *Educational Services (Teachers) Award 2020* (or its successor award) and the *Educational Services (Schools) General Staff Award 2020* (or its successor award). Where there is any inconsistency between a term of this Agreement and a term in one of the applicable aforementioned Awards, the term that is most favourable to the employee will prevail.

6. No extra claims

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

7. The National Employment Standards

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

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

8. Agreement flexibility

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

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

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

- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

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

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

8.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

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

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

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing — at any time.

Part 2—Consultation and Dispute Resolution

9. Consultation regarding change

9.1 This clause applies if the Employer:

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

Consultation regarding major workplace change

9.2 For a major change referred to in clause 9.1(a)

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

9.3 The relevant Employees may appoint a Representative for the purposes of the procedures in this term.

9.4 If:

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

9.5 As soon as practicable, the Employer will:

- (a) consult with the relevant Employees on:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

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

9.7 The Employer will:

- (a) give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (b) where appropriate provide training for the Employees to assist them to integrate successfully into the new structure

9.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clauses 9.2(a), and clauses 9.3 and 9.5 are taken not to apply.

- 9.9** In this clause, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Consultation about changes to rosters or hours of work

- 9.10** For a change referred to in clause 9.1 (b)
- (a) The Employer must notify the relevant Employees of the proposed change; and
 - (b) Clauses 9.11 to 9.15 apply
- 9.11** The relevant Employees may appoint a Representative for the purposes of the procedures in the clause.
- 9.12** If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
 - (b) The Employee or Employees advise the Employer of the identity of the Representative;
- the Employer must recognize the Representative.
- 9.13** The Employer must:
- (a) Discuss with the relevant Employees on the introduction of the change; and
 - (b) for the purposes of the discussion – provide to the relevant Employees:
 - (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.15** The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 9.16** For the purposes of clauses 9.11 to 9.15, the Employers educational timetable in respect of academic classes and student activities, which:
- (a) may operate on a term, semester or a School Year basis, and
 - (b) ordinarily changes between one period of operation and the next, and

- (c) may change during the period of operation,
is not a regular roster.

9.17 However, where a change to the educational timetable directly results in a change to the number or ordinary hours work of an Employee or to the spread of hours over which the Employee's ordinary hours, are required to be worked, clauses 9.11 to 9.15 will apply.

In this clause:

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

10. Dispute resolution

10.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

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

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

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

10.5 FWC may deal with the dispute in two stages:

- (a) FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
- (b) if FWC is unable to resolve the dispute at the first stage, FWC may then:
 - (i) in relation to the NES, arbitrate the dispute, or
 - (ii) In relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties, and
 - (iii) make a determination that is binding on the parties.

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

10.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) the Occupational Health and Safety Act 2004 (Vic.) would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

11. Consultative committee

11.1 Purpose

- (a) A Consultative Committee will be maintained for the purpose of implementing this Agreement, and to provide a forum for discussion of the terms of this Agreement and to provide a forum for discussion of workload issues and policies.
- (b) The Principal, as the Employer's representative, has ultimate administrative and operational responsibility for the decisions made at the School level. Where appropriate, those affected by intended workplace change will be either directly consulted where this is considered the most applicable or sensitive, and/or through the Staffing reporting framework in place. Consultation means a serious attempt through a fair exchange of views is made in order to reach an understanding and consensus of what is best for the School's operations.
- (c) The Principal is responsible for the teaching and learning process within the School. The Principal meets this responsibility in collaboration with staff through a process of consultation, including with the Consultative Committee, in respect of workload issues and policies

11.2 Committee

There shall be a Consultative Committee which will be either, that agreed between the Principal and the majority of staff, or a Committee comprising:

- i. The Principal, or their delegate
- ii. Two nominees of the Principal
- iii. Two nominees of the Union and/or Staff
- iv. One nominee elected by and from the total staff

Each member may choose to have a proxy.

The terms of office of the staff/union nominees shall be for a maximum of three (3) years.

11.3 Consultative Committee Procedures

- i. Meetings of the Committee may be called by the Principal (or delegate) or by at least three members of the Committee at any time
- ii. The Committee shall meet each year as often as required, but normally once per term and held within or adjacent to the school day.
- iii. The Committee shall provide recommendations to the Principal on workload matters or issues pertaining to the implementation of this Agreement
- iv. Reasonable notice of meetings will be given and the agenda, recommendations and relevant papers shall be distributed in sufficient time to allow consultation prior to the meeting.
- v. Minutes of the meeting shall be made available to the members of the Committee within two weeks of the date of the meeting and posted on the School's staff portal
- vi. Where the Committee resolves that insufficient consultation has taken place, this concern should be taken up by the affected person(s) directly with the Principal.
- vii. Where a grievance arises in relation to the operation of the Committee, clause 10 – Dispute resolution will apply.

11.4 Where a Principal makes a decision which is not consistent with the recommendations of the Consultative Committee, the Principal shall provide to the Committee members, the reasons for the decision.

Part 3—Conditions for all Employees

12. Terms of engagement

- 12.1** The terms of engagement are in cl.9 (Teachers Award), except as varied by cl.38-Types of employment of this Agreement, cl. 46- Fixed Term Employment and cl.8.2 (General Staff Award).
- 12.2** In addition to the requirements in cl.12.1 of this Agreement, at the conclusion of each year, a letter will be given to each Teacher outlining responsibilities for the coming year.

13. Minimum employment period

- 13.1** An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months as defined by the Act. Staff will be reviewed in line with the Strategic Vision of the School and in addition for teachers, the Australian Teaching Standards.
- 13.2** If the Employer is to terminate the employment of an Employee during the minimum employment period, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or cl.15–Performance and conduct management.
- 13.3** Notice of termination of employment is in accordance with cl.44 or cl.52 of this Agreement for Teachers and School Assistants, respectively.

14. Superannuation

14.1 Application

This clause operates in conjunction with cl. 20 (Teachers Award) and cl.20 (General Staff Award). This Agreement provides ancillary or supplementary details.

14.2 Employer superannuation fund

- (a) Under superannuation legislation, an Employee has the opportunity to choose the superannuation fund to which the employer contribution will be paid.
- (b) Where the Employee does not choose a superannuation fund and the Employee does not have a stapled fund, the Employer will pay the superannuation contribution to the default fund NGS Super or a successor fund.

15. Performance and conduct management

15.1 Application

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

- (a) where an Employee's employment is terminated during the minimum employment period pursuant to cl.13-Minimum employment period of this Agreement;
- (b) for a casual Employee.

15.2 Performance Management

- (a) Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
- (b) A formal performance management procedure will commence with the Employer advising the Employee in writing of:
- (i) the Employer's concern(s) with the Employee's performance;
 - (ii) the time, date and place of the first formal meeting to discuss the Employee's performance;
 - (iii) the Employee's right to be accompanied by a nominee of the Employee's choice

at all meetings scheduled to discuss the Employee's performance;

- (iv) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (c) Formal performance management meetings will
- (i) include discussion of the Employer's concern(s) with the Employee's performance;
 - (ii) give the Employee an opportunity to respond to the Employer's concern(s);
 - (iii) include discussion of any counselling or assistance, where appropriate, available to the Employee;
 - (iv) include documentation, where appropriate;
 - (v) set periods of review, as appropriate.
- (d) If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

15.3 Conduct Management

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

16. Redundancy

16.1 Application

- (a) This clause supplements the cl.33 (Teachers Award) and cl.33 (General Staff Award), with cl. 33.5-Part-time teachers of the Teachers Award replaced by cl.16.1(c)(i) of this Agreement.
- (b) For an Employee with less than one year of continuous service, the general obligation on the Employer is no more than to give an Employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the Employee of suitable alternative employment.
- (c) This clause does not apply
 - (i) where a part-time Employee's hours are increased or decreased, without their consent, by less than 20 per cent. This clause replaces cl.33.5-Part-time employees of the Teachers Award;
 - (ii) where employment is terminated as a consequence of conduct that justifies summary dismissal;
 - (iii) where employment is terminated as a result of the implementation of performance or conduct management procedures;
 - (iv) to an Employee engaged in a replacement role;
 - (v) to an Employee engaged for a specific or fixed term period of employment;
 - (vi) to an Employee who prior to employment was advised in writing that the position would be terminated on completion of a specified task or tasks of a fixed duration of one year or less.

16.2 Redundancy pay

The following redundancy pay scale will apply instead of the provisions in the NES (s.119(2) of the Act):

<u>Employee's period of continuous service with the Employer on termination</u>	<u>Redundancy pay</u>
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	12 weeks' pay
At least 7 years but less than 8 years	14 weeks' pay
At least 8 years but less than 9 years	16 weeks' pay
At least 9 years but less than 10 years	18 weeks' pay
At least 10 years	20 weeks' pay

17. Remuneration packaging

- 17.1 This clause does not apply to a casual Employee or an Employee engaged for a fixed term. 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.

17.2 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.

18. Professional Practice Time

18.1 Professional Practice Time is defined as on-campus time allocated to teachers for the purposes of completing the necessary requirements of their work. During this time, teachers may choose the work requirements they wish to complete.

18.2 For each of the 2022, 2023 and 2024 School Years, the employer will provide for 20 hours of Professional Practice Time over the course of any academic year.

19. Professional Learning

19.1 The School provides opportunities for professional learning. Professional learning occurs both within the School and by external providers.

19.2 The School expects Employees to participate in professional learning opportunities provided by the School.

19.3 Where the Employer requires a part-time Employee to attend a professional learning opportunity on a day that is not a normal working day for that Employee, the Employee will be paid for attendance at the ordinary time rate or provided with time in lieu.

19.4 Where the Employee is in their first year of teaching the Employer will provide a minimum induction program outlined in the SBGGS Staff Induction and On-boarding Policy. This includes but is not limited to a reduction of two periods of a standard teaching load for the first year of service.

19.5 An Employee may apply to participate in externally provided professional learning opportunities in accordance with the SBGGS Professional Learning Policy.

19.6 An Employee in the role of designated Union Representative will be allowed to participate in trade union training in accordance with cl 19.5, limited to one day per school per year.

20. Information Technology Provision

20.1 An Employee, if the Employee's job requires the use of a computer, will be provided with a notebook computer or a desktop computer, as determined by the Employer.

20.2 In addition to the notebook computer provided to a Teacher, an iPad will be provided to a Teacher teaching at a year level where the educational program uses iPads.

20.3 An Employee will be required to undertake professional development in information technology skills to reach the minimum standards, as set down by the Employer.

21. Professional Standards Scheme

A Teacher will participate in the Professional Standards Reflective Practice process, as designated by the Employer for specific roles, over the three-year period of this Agreement.

22. Personal/carer's leave

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

22.2 An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.

22.3 Under this Agreement, the NES entitlement is increased to 15 days of paid personal/carer's leave for each year of service. A part-time Employee is entitled to be paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.

22.4 Personal/carer's leave accrues progressively during a year of service according to the

Employee's ordinary hours of work.

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

- (a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or
- (b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,
provided that:
 - (i) the notice and evidentiary requirements are met, and
 - (ii) the Employee signs a deduction form permitting any paid leave provided in advance of accrual to be deducted from the Employee's final payment should the Employee's employment terminate prior to the accrual of the payment already provided to the Employee.

22.6 Paid personal leave is taken due to a personal illness or injury.

22.7 Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member of the Employee's Immediate family or household.

22.8 Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

22.9 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.

22.10 Notice and evidentiary requirements for personal leave

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

22.11 Notice and evidentiary requirements for carer's leave

- (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 to provide care or support to a member of the Employee's Immediate Family or household as the member of the Employee's Immediate Family or household is suffering either a personal illness or injury or an unexpected emergency.
- (b) An Employee is entitled to personal/carer's leave provided that:

- (i) the Employee gives notice to the Employer as soon as reasonably practicable;
- (ii) the Employee advises the Employer of the period, or the expected period, of the leave; and
- (iii) where required by the Employer, the Employee gives evidence to the Employer that would satisfy a reasonable person.

23. Compassionate leave

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

24. Family and Domestic Violence Leave

- 24.1** Family and domestic violence leave is as provided for by the NES and the relevant awards except where this Agreement provides ancillary or supplementary terms.
- 24.2** Where an Employee is entitled to family and domestic violence leave under cl.24.1, a full time Employee will be paid for up to five days' leave per annum and a part-time employee will be paid for pro rata of 5 days' paid leave based on the part-time Employee's time fraction.

25. Community service leave

- 25.1** Community service leave is provided for in the NES.

25.2 Jury service leave

- (a) An Employee who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (b) An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c) An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (d) The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service. The Employee is required to provide written proof of the payment as soon as reasonably practicable after receiving the payment.
- (e) Subject to cl.25.2(b) and (c), the Employer will pay the Employee granted leave pursuant to cl.25.2(a) the Employee's normal salary during the period of authorised jury service leave. The amount paid for jury service by the Court Authorities will be deducted, with employee authorisation, from the first salary payment following provision of proof of payment for jury service by the Employee to the Employer.

26. Long service leave

26.1 Section 113 of the Act specifies the entitlement to long service leave at the time of making of this Agreement for a Teacher, an Early Childhood Teacher, a School Assistant, where the School Assistant would have been employed pursuant to the Victorian Independent Schools - School Assistants - Award 1998 and a School Nurse who would have who would have been employed pursuant to the Victorian Independent Schools – Nurses– Award 2003. The Long Service Leave Act 2018 (Vic) (or successor) provides the long service leave entitlement for School Assistants. Schedule D-Long Service Leave to this Agreement provides information about the entitlement to long service leave.

26.2 Entitlement for a School Assistant

Instead of the entitlement in Sch D.2 of Schedule D-Long Service Leave, a School Assistant is entitled to long service leave in accordance with D.1 provided that the entitlement calculated under Sch.D.1 is not less than the entitlement provided and calculated under Sch.D.2 or the *Long Service Leave Act 2018 (Vic)*, as appropriate to the School Assistant's classification.

26.3 Taking long service leave

An Employee may take pro rata long service leave after completing seven years of continuous employment, subject to the School's operational requirements.

26.4 Applications for leave

- (a) An Employee is requested to apply for leave not later than the end of term 2 in the year prior to the year during which it is proposed to take long service leave, to assist with timetabling of classes and replacement staffing arrangements.
- (b) An application for leave without pay may be made in conjunction with the application for long service leave to enable an Employee to take a full term of leave.
- (c) An application is granted at the discretion of the Principal after considering the School's operational requirements.

26.5 Payment for long service leave

- (a) Payment during long service leave will ordinarily be at the time that the Employer pays wages.
- (b) Upon receiving a request in writing not less than one month prior to the commencement of long service leave, the Employer will deposit the payment for long service leave into the Employee's nominated financial institution account for salary payments at the commencement of the period of long service leave.

27. Parental leave

27.1 Parental leave is provided for in the NES. This clause supplements the NES provisions.

27.2 Concurrent leave

An Employee, who is entitled to parental leave under the NES, is entitled to up to eight weeks of concurrent leave under s.72(5) of the Act.

27.3 An application under cl.27.2 must be made not less than ten (10) weeks prior to the commencement date of the concurrent period of parental leave, where practicable. Where the entitlement is taken in more than one block, the notice period for subsequent blocks of leave is four weeks.

27.4 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.

27.5 A Teacher replacing a Teacher granted parental leave will not be entitled to more than four (4) weeks' notice of termination of employment. The notice of termination provisions will be

specified in writing at the time the replacement Teacher is employed.

28. Paid parental leave

28.1 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 unpaid parental leave in accordance with the NES and cl.27-Parental leave.
- (c) The payments in cl.28.2 and 28.3:
 - (i) are not payable during a period of paid leave;
 - (ii) are payable from the commencement date of the period of parental leave upon the birth or adoption of a child;
 - (iii) are paid at the Employee's ordinary rate of pay;
 - (iv) are payable (but not for a payment under cl.28.3) whilst the Employee is in receipt of payment under the Paid Parental Leave Act 2010 (Cth).

28.2 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 14 weeks of leave with pay to be responsible for the care of the child, provided:
 - (i) the birth-related leave is taken within six months of the child's birth;
 - (ii) the birth-related leave for the parent who did not give birth to the child, provided that any leave taken in addition to the concurrent period of leave taken at the time of the birth, must be leave taken to be the primary caregiver of the child and must be taken within six months of the child's birth;
 - (iii) adoption-related leave, provided that any leave taken in addition to the concurrent period of leave, must be taken within six months of the day of placement.
- (b) If the Employee, who is the primary caregiver of the child, takes less than 14 weeks of leave with pay, the Employee will be paid for the period of leave taken.
- (c) The period of leave with pay comprises paid birth-related leave/adoption-related leave and annual leave that accrues during the birth-related leave/adoption-related leave.
- (d) An Employee must have completed a minimum of 12 months' continuous 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.

28.3 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 one week, will be paid for that one week.
- (b) The period of leave with pay for up to one week does not incorporate the annual leave that accrues during the week.

28.4 Interaction with other leave entitlements

The periods of leave with pay under cl.28.2 and 28.3 accrue personal/carer's leave and long service leave.

29. Leave without pay

29.1 A Teacher may apply for leave without pay which may be granted at the discretion of the Principal. A Teacher agrees that, with the exception of Long Service Leave, entitlements under this Agreement do not accrue during any period of leave without pay in excess of two Term weeks.

29.2 A School Assistant may apply for a further period of leave without pay, in addition to the periods of leave without pay during Non-term weeks pursuant to cl.11-Leave without pay during non-term weeks of the General Staff Award, which may be granted at the discretion of the Principal. An Employee agrees that, with the exception of Long Service Leave, entitlements under this Agreement do not accrue during any period of leave without pay granted under this clause.

30. Public holidays

30.1 Public holidays are provided for in the NES and the Awards except where this Agreement provides ancillary or supplementary terms.

30.2 Substitution of public holidays

- (a) By agreement between the Employer and an individual Employee, an alternative day may be taken as a public holiday instead of any of the days specified by the NES.
- (b) The agreement will be recorded in writing and made available to every affected Employee, or the individual Employee, respectively.
- (c) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

31. Infectious diseases leave

31.1 This clause does not apply to a casual Employee or an Employee engaged for a fixed term.

31.2 An Employee who is suffering from one of the 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.

32. Examination leave

32.1 This clause does not apply to a casual Employee or an Employee engaged for a fixed term.

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

33. Qualification conferral leave

33.1 This clause does not apply to a casual Employee or an Employee engaged for a fixed term.

33.2 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.

34. 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.

35. Accident pay

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

35.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then the Employee accrues leave entitlements in accordance with the NES for the duration of any such absence.

36. Fee remissions

36.1 A full-time Employee is entitled to a remission of 33 1/3 per cent of the tuition fee for each child enrolled at the School in Years ELC–12 with all other charges and fees to be paid in full by the Employee. Tuition fee remissions are available to a part-time employee on a pro-rata basis.

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

36.3 An Employee is entitled to a continued tuition fee remission following five years of continuous enrolment by the student at the rate provided in the 5th year of enrolment for the remainder of the child's education during years ELC-12 with all other charges and fees to be paid in full.

36.4 The Employer reserves the right to change the policy on tuition fee arrangements with respect to an Employee first employed after the date that the School Board amends the policy.

37. Requests for flexible working arrangements

Cl 6-Requests For Flexible Working Arrangements under the Teachers Award applies to all staff employed at Strathcona BGGGS under this Agreement.

6 Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

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

Clause 6 supplements or deals with matters incidental to the NES provisions.¹⁰

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

Note 3: Clause 6 is an addition to s.65.

6.2 Responding to the request

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

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

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

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

6.3 What the written response must include if the employer refuses the request

Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 6.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

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

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 10 - Dispute resolution of this Agreement.

Part 4—Conditions for Teachers

38. Types of employment

38.1 Cl.8 of the Teachers Award provides for the types of employment, with cl.11.5 replaced by cl.38.2 and cl.13 replaced by cl. 38.3.

38.2 Part-time employment

- (a) The Employer cannot vary a Part-time Teacher's teaching load or day of attendance unless:
 - (i) the Teacher consents; or
 - (ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the employer provides seven weeks' notice in writing, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven weeks.
- (b) Where the variation in cl. 38.2(a)(ii), is an increase or decrease of more than 20 per cent of the Teacher's teaching load, the Teacher is entitled to the provisions of cl.16-Redundancy.
- (c) Cl. 38.2(b) replaces cl.33.5-Part-time employees of the Teachers Award.
- (d) In accordance with the SBGGS Teaching Allocations Policy, part-time staff will undertake the same responsibilities outside a SBGGS classroom as full-time staff, but on a proportional basis and their commitment to teaching, preparation time, duties and supervisions should equate to that of a full-time teacher.

38.3 Fixed term employment

- (a) A Teacher may be employed for a fixed period of time for a period of at least four weeks but not more than 12 months on either a full-time or part-time basis to undertake:
 - (i) a specified project for which funding has been made available, or
 - (ii) a specified task/s which has/have a limited period of operationprovided that where the project or specified task/s are for a period of longer than 12 months, the period of fixed term employment may be equal to the duration of the projects or task/s.
- (b) A Teacher may be employed for a fixed period of time for a period of at least four weeks but no more than 12 months on either a part-time or full-time basis to replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School year. Where the replacement arrangement extends beyond 12 months, the period(s) of fixed term employment may be equal to the duration of the arrangement(s).

39. Classifications

39.1 Relationship with Teachers Award

A Teacher will be classified in accordance with cl.14-Classifications of the Teachers Award, except as varied by this clause.

39.2 Progression to Level 11

Instead of cl.14.3 of the Teachers Award:

- (a) a Teacher who is four-year trained will commence on Level 1 of the salary scale in Schedule A-Teacher Salaries and Allowances of this Agreement and process according

to normal years of service to Level 12;

- (b) a Teacher who is five-year trained will commence on Level 2 of the salary scale in Schedule A-Teacher Salaries and Allowances of this Agreement and process according to normal years of service to level 12.

40. Salary

40.1 Relationship with Teachers Award

The clause operates in conjunction with cl.17-Minimum rates of the Teachers Award. This clause provides ancillary or supplementary detail.

40.2 Minimum salary

- (a) The minimum salary payable to a full-time Teacher will be determined in accordance with the provisions of cl.40-Salary of this Agreement and the table in Schedule A- Teacher Salaries and Allowances to this Agreement.
- (b) The salaries in Schedule A-Teacher Salaries and Allowances to this Agreement include annual leave loading, in accordance with cl.23.5 of the Teachers Award.

40.3 Casual Relief Teacher

- (a) In accordance with cl.17.5 of the Teachers Award, a Casual Relief Teacher may be employed for a full day or for half a day.
- (b) The minimum salary payable to a Casual Relief Teacher will be determined in accordance with Schedule A-Teacher Salaries and Allowances to this Agreement.

41. Allowances

41.1 Relationship with the Teachers Award

This clause operates in conjunction with cl.19-Allowances of the Teachers Award. This clause provides ancillary or supplementary details.

41.2 Leadership and Responsibility allowances

- (a) **Relationship to Teachers Award**
 - (i) The allowances in Schedule A-Teacher Salaries and Allowances to this Agreement include annual leave loading, in accordance with cl.23.5 of the Teachers Award.
 - (ii) Instead of cl.19.3(c)-(g) in the Teachers Award, positions of leadership or responsibility will be assigned on the basis of the table in Schedule A-Teacher Salaries and Allowances which has a nine-level payment allowance and a seven-level time allowance.
- (b) **Structure of leadership and responsibility allowances**
 - (i) There is no direct correlation between the Payment Allowance Level codes and the Time Allowance Level codes
 - (ii) Where the position of the leadership or responsibility is shared, the payment and time allowance may also be shared.

41.3 Intercampus travel Allowance

- (a) Where the Employer requires a teacher to travel between the Main Campus and the Year 9 Campus to teach a timetabled class (or classes) during the school day, the teacher will be entitled to a time allowance of half a period per trip.
- (b) The vehicle allowance in cl.19.5 of the Teachers Award and cl.19.3(d) of the General Staff Award will be paid to an Employee required by the Employer to use the Employee's private vehicle for travelling between the Main Campus and the Year 9 Campus.

- (c) Where an Employee travels by public transport, the Employer will reimburse the public transport fare.

41.4 Camp allowance

A Teacher who is required to attend a compulsory year level camp, curriculum-based camp, a Duke of Edinburgh Award Scheme camp or an intrastate, interstate or overseas tour will be entitled to an allowance as detailed in the SBGGS Camps, Trips & Tours Travel Allowance Policy.

41.5 Meal allowance

The Employer will supply a Teacher with a meal should the Employer require the Teacher to remain at the School continuously until after 7.00 p.m. on any day.

42. Ordinary hours of work

42.1 Relationship with the Teachers Award

This clause operates in conjunction with cl.15-Ordinary hours of work of the Teachers Award. This clause provides ancillary or supplementary details.

42.2 Instead of cl.15.5 of the Teachers Award, the maximum number of days that a Teacher will be required to attend during term weeks and non-term weeks will be 195 in each school year.

42.3 The exceptions to cl.42.2 above, are:

- (a) where an individual Teacher agrees to attend for more than 195 days in term and non-term weeks; or
- (b) where the Australian Government and/or the Victorian Government legislates that schools are required to be open for student attendance for more than 195 days or that government funding is dependent upon schools being open for more than 195 days. In such circumstances, the maximum number of days of Teacher attendance will increase to ensure that the School is open for the minimum number of days.

42.4 Generally, the Employer will provide written notice of the Term weeks and days in Non-term weeks on which the Teachers are required to attend in advance of the requirement to attend at least six (6) months in advance of the requirement to attend.

43. Teaching Allocations

43.1 Teaching allocations are set in accordance with the SCT definition in this Agreement and the SBGGS Teaching Allocations Policy.

44. Termination of employment

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

44.2 Notice of termination by the Employer

The employment of a Teacher (other than a casual Teacher) will not be terminated without at least seven Term weeks' notice (inclusive of the notice required under the NES), the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equals seven weeks.

44.3 Notice of termination by the Teacher

- (a) The notice of termination required to be given by a Teacher is the same as that required

of the Employer.

- (b) If a Teacher fails to give the notice required upon termination of employment, the Employer may withhold from wages due to the Teacher on termination under this Agreement, an amount that is no more than two weeks' wages for the Teacher, provided that:
 - (i) If the Employer has agreed to a shorter period of notice than that required under this Agreement, then no deduction will be made;
 - (ii) Any deduction must not be unreasonable in the circumstances.

44.4 Job search entitlement

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

44.5 Exclusions

A Teacher who is excluded from coverage of the notice of termination provisions in the NES is also excluded from coverage of the notice of termination provisions in this Agreement.

44.6 Statement of service

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

- (a) the commencement and cessation dates of employment; ; and;
- (b) for a casual Teacher, the number of days of duty worked by the Teacher during the period of the engagement;

Part 5—Conditions for School Assistants

45. Ordinary hours of work

45.1 This Agreement operates in conjunction with cl.14-Ordinary hours of work of the General Staff Award. This clause provides ancillary and supplementary details.

45.2 The ordinary hours of work may be averaged over a period of a fortnight or four weeks.

45.3 The ordinary hours of work will be worked on no more than five days in any seven days and may be worked:

- (a) on any day from Monday to Friday between 7.00 am and 6.00 pm for a School Assistant;
- (b) on any day from Monday to Saturday between 6.00 am and 6.00 pm for a School Assistant, who is providing outdoor education services.

46. Fixed term employment

(a) A School Assistant may be employed for a fixed period of time for a period of at least four weeks but not more than 12 months on either a full-time or part-time basis to undertake:

- (i) a specified project for which funding has been made available, or
- (ii) a specified task/s which has/have a limited period of operation

provided that where the project or specified task/s are for a period of longer than 12 months, the period of fixed term employment may be equal to the duration of the projects or task/s.

(b) A School Assistant may be employed for a fixed period of time for a period of at least four weeks but no more than 12 months on either a part-time or full-time basis to replace a School Assistant who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School year. Where the replacement arrangement extends beyond 12 months, the period(s) of fixed term employment may be equal to the duration of the arrangement(s).

47. Annual leave

47.1 Instead of the entitlement provided for in the NES, the entitlement to annual leave is five weeks for each year of service.

47.2 Annual leave loading is calculated and paid in accordance with cl.23.3 of the General Staff Award on four weeks of annual leave for each year of service.

48. Breaks

48.1 Cl.16.1-Meal break of cl.16-Breaks of the General Staff Award applies.

48.2 Instead of cl.16.2-Rest break of the General Staff Award, a School Assistant, who works not less than three hours in a day and is employed during the time of the morning tea break, is entitled to a rest break of 20 minutes, which will be counted as time worked. The rest break will be taken at a time suitable to the employer.

49. Classifications

49.1 A School Assistant will be classified in accordance with the Classifications set out in Schedule A-Classifications to the General Staff Award. The relevant classifications are Curriculum/resources services, Preschool/childcare services, Classroom support services and School Nurse which are reproduced in Schedule B-School Assistant Classification Structure.

- 49.2** A Full-time School Assistant will be paid not less than the salary in cl.50-Salary of this Agreement.
- 49.3** The Employer will advise a School Assistant in writing of their classification and of any changes to their classification.
- 49.4** If an Employee believes that the nature of the job has changed to such an extent as to warrant a reclassification, the Employee shall apply to the Principal with supporting evidence. If a dispute arises as to the level of classification, Clause 10 Dispute resolution shall apply

50. Salary

50.1 Relationship with the General Staff Award

The clause operates in conjunction with cl.49-Classifications of this Agreement. This clause provides ancillary or supplementary details.

50.2 Minimum salary

- (a) The minimum salary payable to a Full-time School Assistant will be determined in accordance with the provisions of cl.49-Classifications of this Agreement and the table in Schedule C-School Assistant Salaries to this Agreement.
- (b) The salaries in Schedule C-School Assistant Salaries to this Agreement includes annual leave loading.

51. Allowances

51.1 Relationship with the General Staff Award

The clause operates in conjunction with cl.19-Allowances of the General Staff Award. This clause provides ancillary or supplementary details.

51.2 Camp allowance

- (a) A School Assistant who is required to attend a compulsory year level camp, curriculum-based camp, Duke of Edinburgh Award Scheme camp or an intrastate, interstate or overseas tour, will be entitled to an allowance as detailed in the SBGGGS Camps, Trips & Tours Travel Allowance Policy.
- (b) Overtime as payable under the General Staff Award will apply to a School Assistant who is required to attend a compulsory year level camp, curriculum-based camp, Duke of Edinburgh Award Scheme camp or an intrastate, interstate or overseas tour.

52. Termination of employment

52.1 Notice of termination is provided for in the NES and in cl.32-Termination of employment of the General Staff Award. Supplementary or additional provisions are provided by this clause.

52.2 Notice of termination by the Employer

- (a) Instead of s.117(3) of the Act, the Employer will provide notice of termination of employment in writing of:
- (i) four weeks, where the School Assistant works during term and non-term weeks;
 - (ii) four term weeks, where the School Assistant works only during term weeks.
- (b) Where the School Assistant is over 45 years and has completed five or more years of continuous service, the Employer will provide an additional week of notice.
- (c) The Employer may provide payment of salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment

instead equals the required number of weeks under cl.52.2(a) and (b).

52.3 Notice of termination by the School Assistant

- (a) Instead of cl.32 of the General Staff Award, the notice of termination required to be given by a School Assistant is the same as that required of the Employer in cl.52.2(a). There is no requirement for the School Assistant to give additional notice based on the age of the School Assistant.
- (b) If an Employee fails to give the required notice upon termination of employment, the Employer may withhold from wages due to the Employee on termination under this Agreement, an amount that is no more than one week's wages for the Employee, provided that:
 - (i) If the Employer agreed to a shorter period of notice than that required under this Agreement, then no deduction will be made;
 - (ii) The Employee is at least 18 years of age; and
 - (iii) Any deduction is not unreasonable in the circumstances.

52.4 Statement of service

Upon the termination of employment of a School Assistant, the Employer will provide upon the request of the School Assistant, a statement of service setting out the commencement and cessation dates of employment.

Schedule A-Teacher Salaries and Allowances

A.1 Salary

The minimum rates of pay (including annual leave loading) are effective from the first pay period commencing on or after 1 February and 1 July for 2022 and then 1 February thereafter for 2023 and 2024. .

Level	2022	2022	2023	2024
	February	July		
12	118,220.82	119,994.13	122,993.99	126,068.84
11	118,220.82	119,994.13	122,993.99	126,068.84
10	109,286.81	110,926.12	113,699.27	116,541.75
9	105,398.15	106,979.12	109,653.60	112,394.94
8	101,646.09	103,170.78	105,750.05	108,393.80
7	98,028.42	99,498.85	101,986.32	104,535.98
6	94,540.74	95,958.86	98,357.83	100,816.77
5	91,176.45	92,544.09	94,857.70	97,229.14
4	87,931.12	89,250.09	91,481.34	93,768.37
3	84,802.57	86,074.61	88,226.47	90,432.13
2	81,785.27	83,012.05	85,087.35	87,214.54
1	78,873.73	80,056.84	82,058.26	84,109.72

A.2 Leadership and Responsibility allowances

The leadership and responsibility allowances (including annual leave loading), which include the minimum time and monetary allowances, are effective from the first pay period commencing on or after 1 February 2022.

Note: There is no direct correlation between the Payment Allowance Level codes and the Time Allowance Level codes

Level	Payment Allowance
A	\$2,625
B-1	\$5,250
B-2	\$7,875
C-1	\$10,500
C-2	\$13,125
D-1	\$15,750
D-2	\$18,375
E	\$21,000

Level	Time Allowance
TA	4 Periods
TB-1	5 Periods
TB-2	6 Periods
TC-1	7 Periods
TC-2	9 Periods
TD	11 Periods
TN	Negotiated
1 period = 55 minutes	

N	Negotiated
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A.3 Casual Relief Teacher

A.3.1 The minimum rate of pay for a Casual Relief Teacher from the first pay period commencing on or after 1 February 2022 is:

(a) \$397.15 per day, or

(b) \$198.58 per half day

Casual rates are subject to wage increases in accordance with the Fair Work Commission percentage increases to minimum wages effective as of 1 July in each year of this agreement.

Schedule B-School Assistant Classification Structure

1. Classifying School Assistants

Grading will be given on a basis of a comparison of the work performed in the position with the duties which are specified as “typical” at each of the grades. A position need not involve all the duties listed as “typical” of the grade nor are the typical duties the only ones which may be required.

The following classification structure replaces the classification structure in Schedule A – Classifications of the *Educational Services (Schools) General Staff Award 2020* (or its successor) for employees employed in curriculum/resources services, classroom support services, preschool/childcare services and nursing services.

1.1 Definitions

a) Definition: Supervision

- i. 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.
- ii. 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.
- iii. General direction: direction is provided on the assignments to be undertaken, with the Employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.
- iv. Broad direction: direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. Performance will be measured against objectives.

b) Definition: Classification dimensions

- i. Competency
The skill, complexity and responsibility of tasks typically require at each classification level.
- ii. Judgment, independence and problem solving.
Judgment is the ability to make sound decisions, the consequences of decisions taken or actions performed. Independence is the extent to which an Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.
- iii. Level of supervision
This dimension covers both the way in which Employees are supervised or managed and the role of Employees in supervising or managing others.
- iv. Typical activities
Examples of activities, typically undertaken by employees in different roles at each of the classification levels.

2. Classifications

2.1. School Assistant Level 1

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

- a) Competency
Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.
- b) Judgment, independence and problem solving
The Employee follows standard procedures in a predefined order. The Employee resolves problems where alternatives for the Employee are limited and the required action is clear or can be readily referred to a more senior Employee.
- c) Level of supervision
Close supervision or, in the case of more experienced Employees working alone, routine supervision.
- d) Typical activities
 - i. Classroom support
 - 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 School Assistant 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, sports training and other classroom activities
 - ii. Preschool/childcare services
 - Learning and implementing the policies, procedures and routines and the requisite basic skills
 - Learning how to establish relationships and interacting with children
 - Attending to the physical, social and emotional needs of children on an individual or group basis
 - Assisting in the development of good relations with families attending the facility
 - Performing basic duties, including food preparation, cleaning or gardening

2.2. School Assistant Level 2

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

- a) Competency
Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.
- b) Judgment, independence and problem solving
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 Employee at this level will be expected to perform a combination of various routine tasks

where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

- c) Level of supervision
Routine supervision of straightforward tasks; close supervision of more complex tasks. Where Employees are working alone, less direct guidance and some autonomy may be involved.
- d) Typical activities
- i. Classroom support
Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
 - ii. 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
 - Maintaining, controlling, operating and demonstrating the use of audio-visual equipment where there is limited complexity, including assisting with audio and video recording
 - Maintaining booking and repair/replacement systems for equipment
 - Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
 - Maintaining equipment and materials
 - Caring for fauna and flora
 - Preparing teaching aids under discretion
 - Preparing standard solutions and less complex experiments
 - Assisting students and Teachers to use the catalogue and/or locate books and resource materials
 - Explaining the function and use of library and library equipment to students
 - Under direction, assisting teaching staff to take story groups
 - Searching and identifying fairly complex bibliographic material organizing inter-library loans
 - Answering ready references inquiries
 - Operating a wide range of audio-visual or computer equipment
 - Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
 - Providing technical support to Teachers
 - Recording materials by means of sound and photographic equipment, etc.
 - 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 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
 - iii. Preschool/childcare services
 - Assisting in the implementation of the children's program under supervision
 - Assisting in the implementation of daily care routines
 - Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
 - Understanding and working according to the policies and procedures associated with the children's program
 - Responsibility for food preparation, cleaning, gardening and general

- maintenance under the guidance of the director or director's nominee
- Demonstrating knowledge of hygienic handling of food and equipment

2.3. School Assistant Level 3

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

- a) Competency
Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organization, services, actions and achieving outcomes within time constraints.
- b) Judgment, independence and problem solving
Exercise judgment on work methods and task sequence within specific 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. When Employees are working alone, they may work semi autonomously.
- d) Typical activities
 - i. Classroom support
 - Providing assistance or guidance to other Employees in the work area
 - Liaising between the school, the student and the student's family where some discretion and judgment are involved
 - Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a Teacher, of the learning needs of students
 - ii. Curriculum/resources
 - Providing assistance or guidance to other Employees in the work area
 - Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
 - Preparing cataloguing for library materials
 - 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, eg multi-media kits, video and film clips
 - Teaching audio-visual, computer and other technical skills to students and Teachers
 - Searching and verifying bibliographical data where some judgment and discretion are involved
 - Producing, displaying and/or publicising materials
 - Assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
 - Assisting with supervision of students in the library where some discretion and judgment are involved
 - Providing technical assistance and advice, as requested
 - Assisting with the planning and organisation of a laboratory or technology centre and field work

- Testing of experiments and demonstrating experiments (with Teachers)
- iii. **Preschool/childcare services**
 - Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
 - Responsibility for recording observations of individual children or groups for program planning purposes for qualified Employees
 - Working with individual children with particular needs, under direction
 - Assisting in the direction of untrained Employees
 - Undertaking and implementing the requirements of quality assurance
 - Working in accordance with food safety regulations

2.4. School Assistant Level 4

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

- a) **Competency**
Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
- b) **Judgment, independence and problem solving**
Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.
- c) **Level of supervision**
Work under general direction and may work semi autonomously 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) **Typical activities**
- i. **Curriculum/resources**
 - Demonstrating and instructing students and employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
 - Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required
 - In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
 - Liaising with teachers on curriculum matters
 - ii. **Preschool/childcare services**
 - Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
 - Responsibility for the direction and general supervision of lower-level employees

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

2.5. School Assistant Level 5

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

- a) Competency
Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.
- b) Judgment, independence and problem solving
Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.
- c) Level of supervision
Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.
- d) Typical activities
 - i. Curriculum/resources services
 - Providing specialist technical advice, direction and assistance in the employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level
 - ii. School Nurse
 - Providing health, health counselling, health education and acting in a resource capacity to the School community in addition to providing primary nursing care with its associated administrative duties.

2.6. School Assistant Level 6

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

- a) Competency
 - i. Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
 - ii. Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
 - iii. Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
 - iv. Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
 - v. Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

- b) Judgment, independence and problem solving
Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.
- c) Level of supervision
In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general employees. Supervision is present to review established objectives.
- d) Typical activities
 - i. School Nurse
 - Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other employees of the school's health service

Schedule C-School Assistant Salaries

The minimum annual rates of pay (including annual leave loading) for a full-time school assistant are effective from the first pay period commencing on the specified date in the following table of the specified month and year.

44/52 rates of pay apply to a School Assistants who work 39 term weeks and have five weeks of annual leave (commonly referred to as "Term Time Only").

Level	01-Feb-22		01-Jul-22		2023		2024	
	44/52	52/52	44/52	52/52	44/52	52/52	44/52	52/52
Level 1								
1.1	\$ 44,542.30	\$ 52,640.91	\$ 45,210.44	\$ 53,430.52	\$ 46,340.70	\$ 54,766.28	\$ 47,499.22	\$ 56,135.44
1.2	\$ 45,878.58	\$ 54,220.14	\$ 46,566.76	\$ 55,033.44	\$ 47,730.92	\$ 56,409.27	\$ 48,924.20	\$ 57,819.51
Level 2								
2.1	\$ 47,392.56	\$ 56,009.39	\$ 48,103.45	\$ 56,849.53	\$ 49,306.04	\$ 58,270.77	\$ 50,538.69	\$ 59,727.54
2.2	\$ 49,099.11	\$ 58,026.22	\$ 49,835.60	\$ 58,896.62	\$ 51,081.49	\$ 60,369.03	\$ 52,358.53	\$ 61,878.26
2.3	\$ 50,719.38	\$ 59,941.09	\$ 51,480.17	\$ 60,840.21	\$ 52,767.18	\$ 62,361.21	\$ 54,086.36	\$ 63,920.24
2.4	\$ 52,393.13	\$ 61,919.15	\$ 53,179.02	\$ 62,847.94	\$ 54,508.50	\$ 64,419.13	\$ 55,871.21	\$ 66,029.61
Level 3								
3.1	\$ 54,122.10	\$ 63,962.48	\$ 54,933.93	\$ 64,921.92	\$ 56,307.28	\$ 66,544.97	\$ 57,714.96	\$ 68,208.59
3.2	\$ 55,908.13	\$ 66,073.25	\$ 56,746.75	\$ 67,064.35	\$ 58,165.42	\$ 68,740.95	\$ 59,619.56	\$ 70,459.48
3.3	\$ 57,753.10	\$ 68,253.66	\$ 58,619.39	\$ 69,277.46	\$ 60,084.88	\$ 71,009.40	\$ 61,587.00	\$ 72,784.64
3.4	\$ 59,658.95	\$ 70,506.03	\$ 60,553.83	\$ 71,563.62	\$ 62,067.68	\$ 73,352.71	\$ 63,619.37	\$ 75,186.53
3.5	\$ 61,627.69	\$ 72,832.73	\$ 62,552.11	\$ 73,925.22	\$ 64,115.91	\$ 75,773.35	\$ 65,718.81	\$ 77,667.68
Level 4								
4.1	\$ 63,661.42	\$ 75,236.22	\$ 64,616.34	\$ 76,364.76	\$ 66,231.75	\$ 78,273.88	\$ 67,887.54	\$ 80,230.73
4.2	\$ 65,762.23	\$ 77,719.00	\$ 66,748.67	\$ 78,884.79	\$ 68,417.38	\$ 80,856.91	\$ 70,127.82	\$ 82,878.33
4.3	\$ 67,932.39	\$ 80,283.74	\$ 68,951.38	\$ 81,487.99	\$ 70,675.16	\$ 83,525.19	\$ 72,442.04	\$ 85,613.32
4.4	\$ 70,174.16	\$ 82,933.10	\$ 71,226.78	\$ 84,177.10	\$ 73,007.44	\$ 86,281.53	\$ 74,832.63	\$ 88,438.56
4.5	\$ 72,489.90	\$ 85,669.88	\$ 73,577.25	\$ 86,954.93	\$ 75,416.68	\$ 89,128.80	\$ 77,302.09	\$ 91,357.02
Level 5								
5.1	\$ 74,882.07	\$ 88,496.99	\$ 76,005.30	\$ 89,824.45	\$ 77,905.43	\$ 92,070.06	\$ 79,853.07	\$ 94,371.81
5.2	\$ 77,353.18	\$ 91,417.39	\$ 78,513.48	\$ 92,788.65	\$ 80,476.31	\$ 95,108.37	\$ 82,488.22	\$ 97,486.08
5.3	\$ 79,905.84	\$ 94,434.17	\$ 81,104.43	\$ 95,850.69	\$ 83,132.04	\$ 98,246.95	\$ 85,210.34	\$ 100,703.13
5.4	\$ 82,542.73	\$ 97,550.50	\$ 83,780.87	\$ 99,013.76	\$ 85,875.39	\$ 101,489.10	\$ 88,022.28	\$ 104,026.33
Level 6								
6.1	\$ 85,266.65	\$ 100,769.67	\$ 86,545.65	\$ 102,281.22	\$ 88,709.29	\$ 104,838.25	\$ 90,927.02	\$ 107,459.20
6.2	\$ 88,080.43	\$ 104,095.06	\$ 89,401.64	\$ 105,656.49	\$ 91,636.68	\$ 108,297.90	\$ 93,927.60	\$ 111,005.34
6.3	\$ 90,987.10	\$ 107,530.20	\$ 92,351.90	\$ 109,143.16	\$ 94,660.70	\$ 111,871.74	\$ 97,027.22	\$ 114,668.53
6.4	\$ 93,989.67	\$ 111,078.70	\$ 95,399.51	\$ 112,744.88	\$ 97,784.50	\$ 115,563.50	\$100,229.11	\$ 118,452.59

Schedule D-Long Service Leave

D.1 Teacher

D.1.1 School Teacher

A School Teacher who would have been employed as a teacher pursuant to the *Victorian Independent Schools – Teachers – Award 1998* (AP802001CRV) is entitled to long service leave in accordance with clause 27 - Long service leave, which is as follows:

27 Long service leave

27.1 Preamble

A teacher is entitled to long service leave on ordinary pay in respect of continuous employment with one and the same employer or the employer's successor.

27.2 Entitlement

27.2.1 A teacher who has completed 10 years' continuous employment with the employer is entitled to 13 weeks' long service leave.

27.2.2 A teacher is entitled to an additional 6 1/2 weeks' (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the employer.

27.3 Termination of employment

27.3.1 A teacher who has completed more than 10 years' continuous employment with the employer and whose employment is terminated otherwise than by the death of the teacher is entitled to an amount of long service leave equal to one-fortieth of the period of the teacher's continuous employment since the last accrual of entitlement to long service leave under 27.2.1 and 27.2.2.

27.3.2 A teacher who has completed at least 7 but less than 10 years of continuous employment with the employer and whose employment is terminated for any cause other than by the employer for serious misconduct, is entitled to such amount of long service leave as equals one- fortieth of the period of the teacher's continuous employment.

27.3.3 If a teacher who is entitled to any amount of long service leave dies before or while taking long service leave, then the employer will pay an amount equal to the ordinary pay that would have been payable to the teacher in respect of the period of long service not taken to the teacher's personal representative.

27.3.4 Where a teacher who has completed more than 10 years' continuous employment with an employer dies while still in continuous employment of such employer, the employer (in addition to any sum payable under 27.3.3 will pay to the teacher's personal representative in respect of any period of such continuous employment which is after the last accrual of entitlement to long service leave pursuant to 27.2.2 a sum equal to the amount of the teacher's ordinary pay for a period equalling one fortieth of such fractional period.

27.3.5 Where a teacher who has completed at least 7 years but less than 10 years of continuous service with an employer dies while still in the employment of such employer, the employer will pay to the teacher's personal representative a sum equal to the amount of the teacher's ordinary pay for the period equalling one fortieth of the teacher's fractional employment.

27.4 Payment in Lieu

27.4.1 Except as provided in this clause, an employer will not make payment in lieu of any long service leave or part thereof to a teacher or the teacher's personal representative.

27.4.2 Except as provided in this clause, a teacher or a teacher's personal representative will not accept payment in lieu of any long service leave or part thereof.

27.5 Illness on long service leave

27.5.1 Subject to the production of a supporting medical certificate, a teacher who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the teacher is entitled to sick leave.

27.5.2 Subject to 27.5.1 the teacher's long service leave will be extended by the period of illness.

27.5.3 An exception to 27.5.1 is that an employer and a teacher may agree that the teacher will return from long service leave as planned with the period of illness increasing the teacher's accrued long service leave entitlement.

27.6 Mode of employment and payment

27.6.1 A teacher whose service has been
all full-time or
all at the same part-time fraction
is paid during long service leave at the teacher's normal salary.

27.6.2 Where a teacher's time fraction has varied, salary when proceeding on long service leave is calculated as follows:

(a) Service prior to 1 February 1997

- (i) where all service of the teacher has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;
- (ii) when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours;
- (iii) when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment;
- (iv) if a teacher can show that the teacher's average weekly hours over the whole of the teacher's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

(b) Service from 1 February 1997

A teacher whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the teacher's time fractions over the period of eligible service.

27.7 Exceptions

Despite anything in this clause for the purpose of determining the amount of long service leave or pay in lieu thereof to which a teacher or a teacher's personal representative is entitled in respect of the period of employment commencing on or after 1 January 1965 and ending on 1 January 1980, so much of that period of employment as was commenced before 1 January 1980 will be reduced by one third.

Clause 26 – Personal leave also provides for illness on long service leave as follows

- 6.3.4** An employer may require a teacher who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the employer's choice, provided the practitioner is reasonably accessible to the teacher.

D.1.2 ELC Teacher

An ELC Teacher who would have been employed pursuant to the *Victorian Independent Schools – Early Childhood Teachers – Award 2004 (AP835765CRV)* (cl.26.5) is entitled to long service leave in accordance with Clause 26 – Long service leave.

26. Long service leave

26.1 Preamble

An early childhood teacher is entitled to long service leave on ordinary pay in respect of continuous employment with one and the same employer or the employer's successor.

26.2 Entitlement

- 26.2.1** An early childhood teacher who has completed ten years' continuous employment with the employer is entitled to 13 weeks' long service leave.

- 26.2.2** An early childhood teacher is entitled to an additional 6-1/2 weeks' (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the employer.

26.3 Termination of employment

- 26.3.1** An early childhood teacher who has completed more than ten years' continuous employment with the employer and whose employment is terminated otherwise than by the death of the early childhood teacher is entitled to an amount of long service leave equal to 1/40th of the period of the early childhood teacher's continuous employment since the last accrual of entitlement to long service leave under 26.2.1 and 26.2.2.

26.3.2 An early childhood teacher who has completed at least seven but less than ten years of continuous employment with the employer and whose employment is terminated for any cause other than by the employer for serious misconduct, is entitled to such amount of long service leave as equals 1/40th of the period of the early childhood teacher's continuous employment.

26.4 Illness on long service leave

26.4.1 Subject to the production of a supporting medical certificate, an early childhood teacher who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the early childhood teacher is entitled to sick leave.

26.4.2 Subject to 26.4.1, the early childhood teacher's long service leave will be extended by the period of illness.

26.4.3 An exception to 26.4.1 is that an employer and an early childhood teacher may agree that the early childhood teacher will return from long service leave as planned with the period of illness increasing the early childhood teacher's accrued long service leave entitlement.

26.5 Mode of employment and payment

26.5.1 An early childhood teacher whose service has been:

- all full-time; or
 - all at the same part-time fraction
- is paid during long service leave at the early childhood teacher's normal salary.

26.5.2 Where an early childhood teacher's time fraction has varied, salary when proceeding on long service leave will be paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the early childhood teacher's time fractions over the period of eligible service.

D.2 School Assistant

D.2.1 A School Assistant who would have been employed pursuant to the *Victorian Independent Schools – School Assistants – Award 1998* (AP802122CRV) is entitled to long service leave in accordance with clause 26 – Long service leave.

26. Long service leave

A school assistant is entitled to long service leave in accordance with the provisions of the Long Service Leave Act 2018 (Vic) as amended from time to time.

D.3 School Nurse

D.3.1 A School Nurse who would have who would have been employed pursuant to the *Victorian Independent Schools – Nurses – Award 2003* (AP821844CRV) is entitled to long service leave in accordance with clause 32 – Long service leave

32 Long service leave

32.1 Preamble

A nurse is entitled to long service leave on ordinary pay in respect of continuous employment with one and the same employer or the employer's successor.

32.2 Entitlement

- 32.2.1** A nurse who has completed ten years' continuous employment with the employer is entitled to thirteen weeks' long service leave.
- 32.2.2** A nurse is entitled to an additional six and a half weeks' (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the employer.
- 32.3 Termination of employment**
- 32.3.1** A nurse who has completed more than ten years' continuous employment with the employer and whose employment is terminated otherwise than by the death of the nurse is entitled to an amount of long service leave equal to one-fortieth of the period of the nurse's continuous employment since the last accrual of entitlement to long service leave under 32.2.
- 32.3.2** A nurse who has completed at least seven but less than ten years of continuous employment with the employer and whose employment is terminated for any cause other than by the employer for serious misconduct, is entitled to such amount of long service leave as equals one-fortieth of the period of the nurse's continuous employment.
- 32.3.3** If a nurse who is entitled to any amount of long service leave dies before or while taking long service leave, then the employer will pay an amount equal to the ordinary pay that would have been payable to the nurse in respect of the period of long service not taken to the nurse's personal representative.
- 32.3.4** Where a nurse who has completed more than ten years' continuous employment with an employer dies while still in continuous employment of such employer, the employer (in addition to any sum payable under 32.3.3) will pay to the nurse's personal representative in respect of any period of such continuous employment which is after the last accrual of entitlement to long service leave pursuant to 32.2.2 a sum equal to the amount of the nurse's ordinary pay for a period equalling one fortieth of such fractional period.
- 32.3.5** Where a nurse who has completed at least seven years but less than ten years of continuous service with an employer dies while still in the employment of such employer, the employer will pay to the nurse's personal representative a sum equal to the amount of the nurse's ordinary pay for the period equalling one fortieth of the nurse's fractional employment.
- 32.4 Payment in lieu**
- 32.4.1** Except as provided in this clause, an employer will not make payment in lieu of any long service leave or part thereof to a nurse or the nurse's personal representative.
- 32.4.2** Except as provided in this clause, a nurse or a nurse's personal representative will not accept payment in lieu of any long service leave or part thereof.
- 32.5 Mode of employment and payment**
- 32.5.1** A nurse whose service has been:
- all full-time; or
 - all at the same part-time fraction
- is paid during long service leave at the nurse's normal salary.
- 32.5.2** A nurse whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average (i.e., mean) of the nurse's time fractions over the period of eligible service.
- 32.6 Illness on long service leave**

Subject to the production of a supporting medical certificate in accordance with 31.3.4, a nurse who becomes ill whilst on long service is entitled to have the period of illness treated as sick leave but only to the extent that the nurse is entitled to sick leave.

32.6.1 Subject to 32.6.1, the nurse's long service leave will be extended by the period of illness.

32.6.2 An exception to 32.6.2, is that an employer and a nurse may agree that the nurse will return from long service leave as planned with the period of illness increasing the nurse's accrued long service leave entitlement.

EXECUTED as an agreement this 21st day of June 2022

EMPLOYER REPRESENTATIVE

Signed: Marise McConaghy
Date: 21/6/22

Name in full (printed): MARISE MCCONAGHY

Position title: PRINCIPAL

Authority to sign explained: PRINCIPAL

Address: 34 SCOTT STREET
CANTERBURY 3126

Witnessed by: AMN

Witness name in full: Adrienne North

Witness address: 34 Scott Street
Canterbury

EMPLOYEE REPRESENTATIVE

Signed: Karyn Murray
Date: 21/6/22

Name in full (printed): KARYN MURRAY

Position title: HEAD OF TAY CREGGAN-YR 9.

Authority to sign explained: TEACHER ON BEHALF OF OTHER EMPLOYEES

Address: 34 SCOTT ST
CANTERBURY

Witnessed by: AMN

Witness name in full: Adrienne North

Witness address: 34 Scott Street Canterbury