



The Geelong Grammar School (Teaching Staff) Enterprise Agreement 2023

Your IEU-negotiated Agreement
covering your pay and conditions



7 REASONS TO JOIN THE IEU

JOIN THE COLLECTIVE VOICE

The IEU is the advocate and professional voice for staff employed in non-government education. Add your voice to 20,000 others across Victoria and Tasmania. IEU members stand with nearly 2 million working people in the Australian union movement, campaigning for better working conditions and a fairer future for all. Generations of unionists won the conditions we have today, and there is much more we can achieve together.

BE PROTECTED

The IEU has a team of in-house experts who know our industry better than anyone. For any workplace matter, including workload or payment issues, VIT/TRB matters, disputes or workplace injuries, we provide specialist legal and industrial assistance and representation to IEU members. Members are also protected by our \$10,000,000 professional indemnity and legal liability insurance.

STAND TOGETHER FOR BETTER CONDITIONS

Through our collective bargaining strength, we negotiate major improvements in the pay and conditions of staff employed in non-government education. Don't watch from the sidelines, join today — your membership will help improve our industry and our working conditions.

BE EMPOWERED

Members have access to free expert support on all aspects of their employment conditions and rights. Whether you need help with a contract, classification, workload, employment entitlement or occupational health and safety issue, we are here for you.

DEVELOP YOUR CAREER

Through the IEU Learning Hub, members can access free live webinars on a huge range of relevant topics and our catalogue of on-demand seminars. We also host regular conferences on targeted topics as well as for specific membership cohorts including CRTs and Early Career Teachers, and run specialised training for Health and Safety Reps, Sub-branch Reps and Bargaining Reps.

IMPROVE OUR INDUSTRY

The IEU is a strong advocate for the needs of our sector. On matters including funding, curriculum, employee rights, registration and accreditation, we are an effective voice to governments and policy makers. Together, we can make our schools better places to work and better places to learn.

GET A GREAT DEAL

Put your membership to work with exclusive access to great value, not-for-profit health insurance through Teachers Health, and big savings on everything from shopping vouchers, movies, petrol, car hire, whitegoods purchasing, dining and travel.





DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Geelong Grammar School (AG2023/2198)

APPLICATION FOR APPROVAL OF THE GEELONG GRAMMAR SCHOOL (TEACHING STAFF) ENTERPRISE AGREEMENT 2023

Educational services

COMMISSIONER JOHNS

MELBOURNE, 24 JULY 2023

Application for approval of the Geelong Grammar School (Teaching Staff) Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *GEELONG GRAMMAR SCHOOL (TEACHING STAFF) ENTERPRISE AGREEMENT 2023* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Geelong Grammar School. The Agreement is a single enterprise agreement.

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

[3] However, an assessment of the Agreement has identified that several clauses may be inconsistent with the National Employment Standards (**NES**). In particular, terms relating to:

- a) clause 13.4: Redundancy,
- b) clause 27.2: Public holidays.

[4] Therefore, employees should give careful consideration to the NES and not assume that the Agreement is the totality of their rights, especially in relation to the subject matters contained in the clauses referred to above.

[5] Because of the undertaking proffered by the employer, there is a clause that gives precedence to the NES over the Agreement to the extent the Agreement contains less favourable terms.

[6] Noting the NES precedence clause, to the extent that any clause in the Agreement is inconsistent with the NES, it is not an impediment to the approval of the Agreement.

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

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

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 31 July 2023. The nominal expiry date of the Agreement is 23 July 2026.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE520862 PR764504>

Annexure A

r. 18

Fair Work Commission Rules 2013

IN THE FAIR WORK COMMISSION

Matter No.: AG2023/2198
Applicant: Geelong Grammar School
Application: Section 185 – Application for approval of a single enterprise agreement, namely the *Geelong Grammar School (Teaching Staff) Enterprise Agreement 2023 (Agreement)*

Undertaking - Section 190

I, **Nicole Sablyak**, Director of Employee Engagement, have the authority given to me by Geelong Grammar School (**Employer**) to give the following undertaking with respect to the *Geelong Grammar School (Teaching Staff) Enterprise Agreement 2023 (Agreement)*:

- 1 **NES Precedence:** The Agreement will be read and be interpreted in conjunction with the National Employment Standards (**NES**). If there is any inconsistency between this Agreement and the NES, the more beneficial provision to an employee prevails. Where this Agreement includes terms that have the same effect as terms of the NES, or terms that are ancillary or supplementary to the NES, the Agreement terms operate subject to the same qualifications, limitations and exclusions as the relevant NES entitlement unless otherwise specified.
- 2 **Casual Teachers:** The Employer shall not employ any casual Teachers who are engaged for 5 or more consecutive days.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Commission.

SIGNED for and on behalf of the Employer in accordance with s 190(5) of the FW Act:



Nicole Sablyak

Date: 21 July 2023

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



GEELONG GRAMMAR SCHOOL®
EXCEPTIONAL EDUCATION

THE GEELONG GRAMMAR SCHOOL (TEACHING STAFF) ENTERPRISE AGREEMENT 2023



TABLE OF CONTENTS

Contents

Part 1 Application and Operation.....	4
1 Title.....	4
2 Commencement and Period of Operation	4
3 Definitions and Interpretation.....	4
4 Coverage.....	6
5 Relationship to Award	7
6 No Extra Claims.....	7
7 The National Employment Standards.....	7
8 Agreement Flexibility	7
Part 2 Consultation and Dispute Resolution	9
9 Consultation.....	9
10 Dispute Resolution	11
Part 3 Types of Employment and Termination of Employment	13
11 Types of Employment	13
12 Notice of Termination	16
13 Redundancy.....	17
Part 4 Classifications, Salaries and Related Matters	20
14 Evidence of Qualifications	20
15 Salaries.....	21
16 Allowances.....	23
17 Payment of Monies	24
18 Remuneration Packaging.....	25
19 Accident Pay	25
20 Superannuation	26
Part 5 Hours of Work and Related Matters	28
21 Ordinary Hours of Work	28
22 Breaks and School Activities	28
Part 6 Leave and Public Holidays	31
23 Annual Leave	31
24 Pro Rata Payment of Salary Inclusive of Annual Leave.....	31



25	Personal/Carer’s Leave.....	33
26	Compassionate Leave.....	34
27	Public Holidays.....	35
28	Long Service Leave	36
29	Leave Without Pay.....	39
30	Jury Service Leave.....	40
31	Community Service Leave	40
32	Parental Leave.....	41
33	Paid Parental Leave	43
34	Paid Family and Domestic Violence Leave	45
35	Sabbatical Leave.....	45
PART 7 Other Employment Matters		47
36	Accommodation	47
37	Examination Leave.....	47
38	Qualification Conferral Leave	47
39	Transition to Retirement Policy.....	47



Part 1 Application and Operation

1 Title

This Agreement is to be known as the *Geelong Grammar School (Teaching Staff) Enterprise Agreement 2023* (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 This Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.
- 2.2 The nominal expiry date of the Agreement is the date 3 years from the date that the FWC approves the Agreement.

3 Definitions and Interpretation

Act	means the <i>Fair Work Act 2009</i> (Cth) as amended or replaced from time to time
Award	means the <i>Educational Services (Teachers) Award 2020</i> as amended or replaced from time to time
Deferred Monies	has the meaning in clause 35.1 of this Agreement
Early Learning Teacher	means an employee, including an employee employed as a director or coordinator of an Early Learning Centre, who is employed to teach children enrolled in the Early Learning Centre
Educational Timetable	means the Employer's educational timetable in respect of academic classes and student activities, which: <ul style="list-style-type: none">• may operate on a term, semester or a School year basis;• ordinarily changes between one period of operation and the next; and• may change during the period of operation
Employer	means the Geelong Grammar School ABN 92 004 971 500
Four year trained Teacher	means a Teacher: <ul style="list-style-type: none">• who has completed an undergraduate degree and a graduate diploma in Education, which requires a total of four years of full-time study at an Australian university; or• who has completed a degree in Education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or• who has completed a degree in Early Childhood Education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for Early Childhood Teachers
FWC	means the Fair Work Commission
Immediate Family	means: <ul style="list-style-type: none">• spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Teacher. A de facto



	<p>spouse means a person who, although not legally married to the Teacher, lives with the Teacher in a relationship as a couple on a genuine domestic basis (whether the Teacher and the person are of the same sex or different sexes); and</p> <ul style="list-style-type: none"> 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 Teacher or spouse of the Teacher
LSL Act	means the <i>Long Service Leave Act 2018</i> (Vic) as amended or replaced from time to time
LWOP	means Leave Without Pay
Minimum employment period	has the same meaning as in s. 383 of the Act
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
Outdoor Education Instructor	means a person employed by the Employer as an Outdoor Education Instructor who is not a School Teacher
Outdoor Education Teacher	means a School Teacher who is engaged to teach outdoor education
Ordinary Time Earnings	has the same meaning as in s. 6(1) of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth) as amended or replaced from time to time
Position of Responsibility	refers to a leadership position that requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers and for which a Responsibility Allowance will be paid to a Teacher and/or time release from other duties will be granted
Primary Teacher	means a School Teacher who is engaged to teach primary students between Prep and Year 6 inclusive
Principal	means Principal of Geelong Grammar School or his or her nominee
Responsibility Allowance	means an additional allowance paid to a Teacher that is tied to a Position of Responsibility
School	means the Employer
School Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal, Vice Principal or a Head of Campus, by whatever name called
School year	means the period of 12 months commencing from 1 st January until 31 st December and includes term weeks and non-term weeks



Secondary Teacher	means a School Teacher who is engaged to teach secondary students between Year 7 and Year 12 inclusive
Teacher	means a School Teacher and an Early Learning 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</i> (Vic)
Wage Price Index	means the applicable financial year index figure for ordinary time hourly rates of pay excluding bonuses in the Australian private sector education and training industry, as published in the <i>Wage Price Index, Australia</i> (cat. no. 6345.0) by the Australian Bureau of Statistics
WIRC Act	means the <i>Workplace Injury, Rehabilitation and Compensation Act 2013</i> (Vic) as amended or replaced from time to time

4 Coverage

4.1 This Agreement covers:

- a) the Employer;
- b) School Teachers; and
- c) Early Learning Teachers.

4.2 This Agreement does not cover:

- a) a Principal;
- b) a Vice Principal by whatever name called;
- c) a Head of Campus by whatever name called;
- d) an employee who is covered by the *Educational Services (Schools) General Staff Award 2020*.



5 Relationship to Award

This Agreement operates to the complete exclusion of any other industrial instrument, including but not limited to the *Educational Services (Teachers) Award 2020* (the Award), which would otherwise apply to a Teacher covered by this Agreement and wholly replaces the *Geelong Grammar School (Teaching Staff) Enterprise Agreement 2020*.

6 No Extra Claims

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

7 The National Employment Standards

- 7.1 The National Employment Standards (NES) in Part 2-2 of the Act are the minimum entitlements of a Teacher covered by this Agreement. 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 Teacher 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. face-to-face teaching hours;
 - III. co-curricular duties;
 - IV. pastoral care duties;
 - b) the arrangement meets the genuine needs of the Employer and Teacher in relation to one or more of the matters mentioned in paragraph (a); and
 - c) the arrangement is genuinely agreed to by the Employer and Teacher.
- 8.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under s. 172 of the Act; and
 - b) are not unlawful terms under s. 194 of the Act; and
 - c) result in the Teacher being better off overall than the Teacher 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 Teacher; and
 - c) is signed by the Employer and Teacher and if the Teacher is under 18 years of age, signed by a parent or guardian of the Teacher; 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 Teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
- 8.4 The Employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 Except as provided for within Clause 8.3(c), the individual flexibility arrangement must not require the approval or consent of a person other than the Employer and the individual Teacher.
- 8.6 The Employer or Teacher 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 Teacher agree in writing – at anytime.



Part 2 Consultation and Dispute Resolution

9 Consultation

- 9.1 This clause applies if the Employer:
- a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its workplace that is likely to have a significant effect on relevant Teachers; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of relevant Teachers.

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

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 Teachers of the decision to introduce the major change.
 - b) Clauses 9.3 to 9.9 apply.
- 9.3 The relevant Teachers may appoint a representative for the purposes of the procedures in this clause.
- 9.4 If:
- a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation; and
 - b) the relevant Teacher or Teachers advise the Employer of the identity of the representative in writing;
- the Employer must recognise the representative.
- 9.5 As soon as practicable after making its decision, the Employer must:
- a) discuss with the relevant Teachers:
 - I. the introduction of the change; and
 - II. the effect the change is likely to have on the Teachers; and
 - III. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Teachers; and
 - b) for the purposes of the discussion — provide, in writing, to the relevant Teachers:
 - 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 Teachers; and
 - III. any other matters likely to affect the Teachers.
- 9.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.
- 9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Teachers.



- 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), 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 relevant Teachers if it results in:
- a) the termination of the employment of Teachers; or
 - b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Teachers; 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 Teachers; or
 - f) the need to relocate Teachers to another workplace; or
 - g) the restructuring of jobs.

Consultation about changes to regular roster or hours of work

- 9.10 For a change referred to in Clause 9.1(b):
- a) the Employer must notify the relevant Teachers of the proposed change; and
 - b) Clauses 9.11 to 9.15 apply.
- 9.11 The relevant Teachers may appoint a representative for the purposes of the procedures in this clause.
- 9.12 If:
- a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation, and
 - b) the relevant Teacher or Teachers advise the Employer of the identity of the representative,
- the Employer must recognise the representative.
- 9.13 The Employer must:
- a) discuss with the relevant Teachers the introduction of the proposed change; and
 - b) for the purposes of the discussion, provide to the relevant Teachers:
 - I. information about the proposed change (for example, information about the nature of the change to the Teachers' 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 Teachers; and
 - III. information about any other matters that the Employer reasonably believes are likely to affect the Teachers; and
 - c) invite the relevant Teachers 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 Teachers.
- 9.15 The Employer must give genuine consideration to matters raised about the change by the relevant Teachers.
- 9.16 For the purposes of Clauses 9.11 to 9.14, the Employer's Educational Timetable is not a regular roster.
- 9.17 However, where a change to the Employer's Educational Timetable directly results in a change:
- a) to the number of ordinary hours of work of a Teacher, or
 - b) to the spread of hours over which the Teacher's ordinary hours are required to be worked; or
 - c) to the days over which the Teacher is required to work,
- Clauses 9.11 to 9.14 will apply.

10 Dispute Resolution

- 10.1 If a dispute relates to:
- a) a matter arising under the Agreement; or
 - b) the NES,
- this clause sets out procedures to settle the dispute.
- 10.2 However, this clause does not permit the FWC or any other person to deal with a dispute to the extent that it relates to a contravention (or alleged contravention) of s. 65(5) or 76(4) of the Act.
- Note: Subsections 65(5) and 76(4) of the Act state that an Employer may refuse a request for flexible working arrangements, or an application to extend unpaid parental leave, only on reasonable business grounds.
- 10.3 The FWC may not, when exercising a power of dispute resolution under this Agreement, provide a right or remedy on the basis that a termination of employment was harsh, unjust or unreasonable.
- 10.4 A Teacher who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 10.5 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Teacher or Teachers and relevant supervisors and/or management.
- 10.6 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.



- 10.7 The FWC may deal with the dispute in two stages:
- a) the FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion, or making a recommendation; and
 - b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - I. arbitrate the dispute; and
 - II. make a determination that is binding on the parties.

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

- 10.8 In limiting the operation of Clause 10.7, if the dispute is about any matter relating to flexible work arrangements or an extension or proposed extension of unpaid parental leave under this Agreement, the consent of both parties is a pre-condition for arbitration by the FWC.

- 10.9 While the parties are trying to resolve the dispute using the procedures in this clause:
- a) a Teacher 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) a Teacher 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 Teacher to perform; or
 - IV. there are other reasonable grounds for the Teacher to refuse to comply with the direction.

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



Part 3 Types of Employment and Termination of Employment

11 Types of Employment

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

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

11.2 Terms of engagement

11.2.1 On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the teaching level and rate of salary applicable on commencement, the Teacher's face-to-face teaching load and the campus at which they will be required to teach. Details of their pastoral, co-curricular and related commitments will also be provided for each campus.

11.2.2 In the case of a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the School and that their pastoral, co-curricular and related commitments will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.

11.2.3 Where the Employer engages the Teacher on a fixed-term basis, the letter of appointment will inform the Teacher of the reason the employment is fixed-term, the date of commencement and the period of the employment.

11.3 Full-time employment

11.3.1 The Employer may engage Teachers on a full-time basis in accordance with this clause.

11.3.2 The Employer will determine the ordinary full-time face-to-face teaching hours per week for each Teacher up to a maximum of 17.5 hours per week for Secondary Teachers, 21 hours per week for Primary Teachers, and 28 hours per week for Early Learning Teachers.

11.3.3 The Employer may require a Teacher to teach up to a maximum of 5 extra classes per term not scheduled in the Educational Timetable, in addition to the ordinary face-to-face teaching hours provided for in Clause 11.3.2, or as otherwise agreed between the Employer and the Teacher.



- 11.3.4 The Employer may require Teachers to participate in all aspects of the school programme, including but not limited to pastoral care, co-curricular, chapel, assembly and staff meetings.
- 11.3.5 The Employer may agree with a Teacher to vary the Teacher's ordinary face-to-face teaching hours or aspects of the school programme provided for in Clause 11.3.4. If a variation is agreed, the Teacher will be eligible for the payment of a Responsibility Allowance as provided for in Clauses 16.1.1 to 16.1.6 or an additional payment for the additional hours if the variation exceeded the overall combined ordinary expectations of a Teacher.
- 11.3.6 Nothing in this Agreement limits the right of a Teacher to enter into more than one employment contract with the Employer.
- 11.3.7 A full-time Teacher is engaged to work an average of 38 ordinary hours per week averaged out over a calendar year.

11.4 Part-time employment

- 11.4.1 A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the School.
- 11.4.2 Subject to clause 11.4.3, teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.
- 11.4.3 Subject to Clause 9.10, the Employer may vary the teaching load, or the days of attendance pursuant to changes to the Educational Timetable, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven weeks' notice in writing or where the change would result in a reduction in salary, the salary is maintained for a period of seven weeks.
- 11.4.4 If a part-time Teacher's hours are reduced, without their consent, by more than 25%, they will be entitled to the provisions of Clause 13 Redundancy.

11.5 Casual employment

- 11.5.1 Casual employment means employment on a day-to-day basis for a period of not more than four consecutive term weeks.
- 11.5.2 A casual employment engagement may be extended by agreement between the Employer and the Casual Teacher provided the total period of the engagement does not exceed one school term.



11.5.3 The rates of pay for a Casual Teacher are contained in Clause 15.4.1.

11.5.4 A Casual Teacher is not entitled to any of the following benefits under this Agreement:

- a) examination leave;
- b) notice of termination of employment;
- c) redundancy;
- d) remuneration packaging;
- e) annual leave;
- f) leave loading;
- g) paid personal/carer's leave;
- h) paid community service leave;
- i) paid compassionate leave;
- j) paid parental leave;
- k) pro rata payment of salary inclusive of annual leave;
- l) qualification conferral leave; and
- m) sabbatical leave.

11.6 Fixed-term employment

11.6.1 A Teacher may be employed for a fixed period of time up to 24 months to:

- a) undertake a specified task which has a limited period of operation;
or
- b) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year. Provided that where the replacement arrangement extends beyond 24 months, the fixed-term employment may be extended by a further period of 12 months to cover the absence.

11.6.2 To the extent permitted by law, a Teacher may be employed for a fixed period of time in excess of 24 months where:

- a) the Teacher is employed for a period of time that is coterminous with the period of their appointment to a Position of Responsibility;
or
- b) the Teacher is employed to undertake a specified project for which funding has been made available.

11.6.3 A fixed-term Teacher engaged for a total period of equal to or less than 24 consecutive months is not entitled to any of the following benefits under this Agreement:

- a) paid parental leave;
- b) examination leave; and
- c) qualification conferral leave.

11.6.4 A fixed-term Teacher will be provided with 15 days of personal/carer's leave upon commencement and therefore Clause 25.3 does not apply.



11.7 Minimum employment period

- 11.7.1 A Teacher's employment is contingent upon the satisfactory completion of a minimum employment period of six months.
- 11.7.2 If the Employer is to terminate the employment of a Teacher before the Teacher has served the minimum employment period, the Employer does not need to comply with any due process, performance or discipline and misconduct management policies or procedures in place from time to time.
- 11.7.3 During the minimum employment period, the Employer may terminate a Teacher's employment by providing one week's written notice or payment in lieu of all or part thereof.

11.8 Executive's Leadership Team members

- 11.8.1 A full-time or part-time Teacher who is employed as a member of the Executive's Leadership Team, by whatever name called, will be paid an annual salary that is no less than the minimum payable to a Senior Teacher under Clause 15 of this Agreement.
- 11.8.2 The following clauses under this Agreement do not apply to a Teacher who is employed as a member of the Executive's Leadership Team:
 - a) Clause 16 – Allowances.

12 Notice of Termination

12.1 This clause provides enterprise specific detail and incorporates the NES entitlement to notice of termination.

12.2 Notice of termination by the Employer

- 12.2.1 Where a Teacher has had five (5) or more years' continuous service the employer may terminate the Teacher's employment by giving a full term's notice in writing or payment in lieu of all or part of the notice period.
- 12.2.2 Where a Teacher has had less than five (5) years' continuous service the employer may terminate the Teacher's employment by giving seven weeks' notice in writing, wholly within the one school term or payment in lieu of all or part of the notice period.



12.3 Notice of termination by a Teacher

- 12.3.1 The notice of termination required to be given by a Teacher is the same as that required to be given by the Employer under Clause 12.2.
- 12.3.2 If a Teacher fails to give the notice specified in Clause 12.3.1 the Employer may withhold from any monies due to the Teacher on termination under this Agreement or the NES, an amount not exceeding the amount the Teacher would have been paid for two weeks' notice.
- 12.3.3 If the Employer has agreed to a shorter period of notice than that required under Clause 12.3.1, then no deduction can be made under Clause 12.3.2.
- 12.3.4 Any deduction under Clause 12.3.2 must not be unreasonable in the circumstances.

12.4 Job search entitlement

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

12.5 Statement of service

- 12.5.1 Upon the termination of employment of a Teacher the Employer will provide upon the request of the Teacher, a statement of service setting out:
- the commencement and cessation dates of employment;
 - for a casual Teacher, the number of days of duty worked by the Teacher during the period of the engagement.

13 Redundancy

13.1 Definition

- 13.1.1 Redundancy occurs when the Employer decides that it no longer wishes the job the Teacher has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.



13.2 Transfer to lower paid duties

- 13.2.1 The Employer may transfer a Teacher whose position is redundant to lower paid duties provided the Teacher is given the same period of notice of the transfer as the Teacher would have been entitled to under Clauses 12.2.1 and 12.2.2 if the employment had been terminated.
- 13.2.2 The Employer may make payment in lieu of such notice of an amount equal to the difference between the former salary and the new salary for the number of weeks of notice.

13.3 Severance pay

- 13.3.1 In addition to the notice of termination prescribed in Clauses 12.2.1 and 12.2.2, a Teacher whose employment is terminated by reason of redundancy must be paid the following amount of severance pay in respect of a period of continuous service:
- For Teachers employed prior to 1 January 2006, 2 weeks pay per year of continuous service.
 - For Teachers employed after 1 January 2006:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	6 weeks pay
3 years but less than 4 years	8 weeks pay
4 years but less than 5 years	10 weeks pay
5 years but less than 6 years	12 weeks pay
6 years but less than 7 years	14 weeks pay
7 years but less than 8 years	16 weeks pay
8 years but less than 9 years	18 weeks pay
9 years but less than 10 years	20 weeks pay
10 years but less than 11 years	22 weeks pay
11 years but less than 12 years	24 weeks pay
12 years and over	26 weeks pay

13.4 Alternative employment

- 13.4.1 The Employer is not required to pay severance pay to a Teacher where the Employer obtains acceptable alternative employment for the Teacher.



13.5 Time off during notice period

- 13.5.1 During the period of notice of termination a Teacher will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 13.5.2 If the Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher will, at the request of the Employer, be required to produce proof of attendance at an interview.
- 13.5.3 A Teacher will not receive payment for the time absent where the Teacher does not produce proof of attendance at an interview in accordance with the Employer's request. For this purpose, a statutory declaration will be sufficient.

13.6 Teacher leaving during notice period

- 13.6.1 A Teacher given notice of termination in circumstances of redundancy may terminate their employment during the period of notice and remain entitled to the severance pay provided for in Clause 13, but not payment in lieu of notice for the period of notice not served.

13.7 Teachers excluded

- 13.7.1 This clause 13 does not apply:
 - a) to casual Teachers; or
 - b) to fixed-term Teachers.
- 13.7.2 For the purpose of this clause:
 - a) a week's pay means the weekly rate of pay for the Teacher concerned.
 - b) continuous service has the same meaning as applies in the Act with regard to the NES entitlement to redundancy pay.



Part 4 Classifications, Salaries and Related Matters

14 Evidence of Qualifications

- 14.1 The Employer may require that a Teacher provide documentary evidence of qualifications and teaching experience. If the Employer considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the Employer may decline to recognise the relevant qualification or experience until such evidence is provided. The Employer will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.
- 14.2 Where a Teacher has completed further teaching experience with another Employer (for example during unpaid leave) or additional qualifications after commencement of employment, they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the Teacher provided satisfactory evidence to the Employer within three months of completion. In all other cases the Teacher will be classified and paid from the date satisfactory evidence is provided.
- 14.3 If an Outdoor Education Instructor, who is a current employee of the School, obtains the appropriate teaching qualifications and is offered a teaching role at the School, then he/she will be classified at a teaching level with a salary of not less than their current salary.
- 14.4 An Outdoor Education Teacher will be classified at a teaching level that is not less than the salary that he/she would be offered in accordance with the School's Outdoor Education Instructor Salary Scale or the teaching level that he/she would be entitled in Clauses 15.1 to 15.3, whichever is the greater.
- 14.5 For the avoidance of doubt, Clause 14.3 does not guarantee that an Outdoor Education Instructor with the appropriate qualifications will be offered a teaching role.



15 Salaries

15.1 Full-time Teachers

15.1.1 Subject to Clauses 15.2.1 to 15.2.3, a full-time Teacher will be paid no less than the following annual salaries, which are inclusive of annual leave loading of 17.5%:

Teaching level	Current From 1 Jan 2022 (+3%)	From 1 Jan 2023 (+1.1%)	Salary at 1 Jan 2024 (+3%)	Salary at 1 Jan 2025 (+3%)
Level 1	\$88,605	\$89,580	\$92,267	\$95,035
Level 2	\$93,005	\$94,028	\$96,849	\$99,754
Level 3	\$97,440	\$98,512	\$101,467	\$104,511
Level 4	\$101,873	\$102,994	\$106,084	\$109,266
Level 5	\$106,282	\$107,451	\$110,674	\$113,994
Level 6	\$110,721	\$111,939	\$115,297	\$118,756
Level 7	\$115,177	\$116,444	\$119,937	\$123,535
Level 8	\$119,782	\$121,099	\$124,732	\$128,474
Level 9	\$122,298	\$123,643	\$127,353	\$131,173
Senior Teacher	\$127,349	\$128,750	\$132,613	\$136,591

15.1.2 The weekly rate of pay is calculated by dividing the annual salary by 52.

15.2 Progression

15.2.1 A Four year trained Teacher will commence at Level 1 and subject to Clause 15.2.3, is eligible to progress to the next teaching level upon the Teacher's completion of a year of continuous service, up to Senior Teacher, in annual increments on the anniversary of the teacher's teaching appointment, or in the case of service with another employer, after the completion of the equivalent of a School year.

15.2.2 Increments occur on 1 January each year.

15.2.3 A Teacher employed for 40% or less of a full-time teaching load, within any one School year, will be required to complete 24 months service before progressing to the next teaching level.



15.3 Part-time Teachers

15.3.1 A part-time Teacher is entitled to be paid pro-rata of a full-time Teacher's annual salary, calculated using the following formula:

$$\frac{\text{Part-time Teacher's prescribed face-to-face teaching hours}}{\text{Full-time Teacher's usual prescribed face-to-face teaching hours}} \times \text{Annual salary under clause 15.1.1}$$

15.3.1 The weekly rate of pay is calculated by dividing the prorated annual salary by 52.

15.4 Casual Teachers

15.4.1 The employer must pay a casual Teacher not less than:

	From 1 January 2023	From 1 January 2024	From 1 January 2025
Half Day	\$205.61	\$211.78	\$218.13
Full Day	\$411.22	\$423.56	\$436.26



16 Allowances

16.1 Responsibility allowances

- 16.1.1 A Responsibility Allowance will be paid to a Teacher where the Employer requires the Teacher to perform a Position of Responsibility.
- 16.1.2 A Responsibility Allowance is linked to a Position of Responsibility rather than tied to an individual Teacher and is only payable for the period that the Teacher holds the Position of Responsibility.
- 16.1.3 The Employer shall, at its discretion, determine who is eligible for a Responsibility Allowance and the amount of the Responsibility Allowance.
- 16.1.4 The Employer will provide written advice to a Teacher who is to receive a Responsibility Allowance of the Position of Responsibility, its tenure, the duties required and the amount of the Responsibility Allowance to be paid, expressed as a percentage of the Senior Teacher salary
- 16.1.5 Where a Position of Responsibility is shared, then payments will be shared on a corresponding pro rata basis.
- 16.1.6 The Employer will develop a matrix for classifying and determining the relevant Responsibility Allowance payable for each Position of Responsibility.

16.2 Overnight pastoral care allowance

- 16.2.1 The School will provide an overnight pastoral care allowance of \$75.00 gross per night to a Teacher who is required to stay away from their ordinary place of residence overnight and supervise students. The allowance is payable:
 - a) for activities which the School determines are part of the educational programme of the campus, and required as part of that educational programme;
 - b) to a Teacher employed at Bostock, Corio and Toorak only, and is not payable to a Teacher employed at Timbertop.



16.3 Corio co-curricular allowance

- 16.3.1 A co-curricular allowance of \$580.00 gross per annum will be paid to:
- a Secondary Teacher employed at Corio who participates in all aspects of the co-curricular commitment referred to in Clause 22.3 as determined by the School; and
 - a Primary Teacher employed at Corio who participates in all aspects of the co-curricular commitment referred to in Clause 22.8 as determined by the School.
- 16.3.2 A pro rata payment of the co-curricular allowance in Clause 16.3 will be provided to a Teacher who:
- is part-time; and/or
 - does not participate in all aspects of the co-curricular commitment referred to in Clause 16.3.1.

16.4 Timbertop co-curricular and outdoor education allowance

- 16.4.1 A co-curricular and outdoor education allowance of \$5000.00 gross per annum will be paid to a Teacher employed at the Timbertop campus who participates in all aspects of the co-curricular and outdoor education programme as determined by the School.
- 16.4.2 A pro rata payment of the co-curricular and outdoor education allowance in Clause 16.4.1 will be provided to a Teacher who does not complete all aspects of the co-curricular and outdoor education programme referred to in Clause 16.4.1.

16.5 Vehicle allowance

- 16.5.1 A Teacher required by the Employer to use the Teacher's motor vehicle in the performance of duties must be paid the allowances as provided in the Award.
- 16.5.2 The Employer must pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle which is used by a Teacher in the performance of the Teacher's duties.

17 Payment of Monies

- 17.1 All monies payable will be paid by electronic funds transfer to a financial account nominated by the Teacher once every month with payment being made as nearly as possible on the middle of each month, one half month in arrears and one half month in advance.
- 17.2 Payment of allowances provided for in Clauses 16.2 to 16.4 will be included together with the monthly payment of salaries in December of each year.



18 Remuneration Packaging

- 18.1 By agreement in writing a Teacher and the Employer may agree to enter into a salary packaging arrangement on the following terms:
- a non-cash benefit may be provided to the Teacher in lieu of part of the salary payable to the Teacher under this Agreement;
 - the amount of salary foregone shall be equal to the total cost to the Employer of providing the non-cash benefit and shall be inclusive of all taxes, charges, levies and costs;
 - the provision of the benefit in accordance with the written agreement will satisfy the obligations of the Employer to pay the amount of salary foregone which would otherwise be payable under Clause 15.
- 18.2 In the event that circumstances change so that the cost of providing the non-cash benefit increases or decreases, the parties may vary their written agreement by instrument in writing to adjust the amount of the salary foregone. If agreement cannot be reached on a variation of the written agreement, either the Employer or the Teacher may, by providing two weeks written notice to the other, terminate the salary packaging arrangement and revert to the payment of the salary provided in Clause 15 in full. Any cost incurred in ceasing the provision of a non-cash benefit shall be borne by the party giving notice of termination of the salary packaging arrangement.

19 Accident Pay

- 19.1 Where a Teacher is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Rehabilitation and Compensation Act, 2013 (WIRC Act)*, the Employer must pay to the Teacher the difference between such weekly payments and the Teacher's weekly rate of pay, together with any applicable Responsibility Allowance, for a period or periods in the aggregate of up to 52 weeks in respect of each such injury or illness but only for so much of that period as the Teacher remains employed by the Employer.
- 19.2 If a Teacher is absent from work because of a work-related illness or injury, for which the Teacher is receiving compensation payments pursuant to the *WIRC Act*, the Teacher does not accrue personal/carer's leave for the duration of any such absence.
- 19.3 In the event that a Teacher, who is in receipt of weekly compensation payments pursuant to the *WIRC Act*, has an entitlement to annual leave during non-term weeks, the workers' compensation payments will cease and the Teacher will take the accrued annual leave entitlement.
- 19.4 For the purposes of Clause 19.3, any period of annual leave will not reduce the Teacher's entitlement to such compensation payments, but shall reduce the Teacher's entitlement to accident pay in the same proportion as the period of leave taken .
- 19.5 Where a Teacher returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *WIRC Act* and where the Teacher is entitled to annual leave at the part-time rate of pay, the Teacher will remain entitled to be paid the weekly compensation payments in accordance with the *WIRC Act*.



20 Superannuation

20.1 Superannuation legislation

20.1.1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and Teachers. Under superannuation legislation individual Teachers generally have the opportunity to choose their own superannuation fund. If a Teacher does not choose a superannuation fund, any superannuation fund selected by the Employer applies.

20.1.2 The rights and obligations in these clauses supplement those in superannuation legislation.

20.2 Employer contributions

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

20.3 Voluntary employee contributions

20.3.1 Subject to the governing rules of the relevant superannuation fund, a Teacher may, in writing, authorise the Employer to pay on behalf of the Teacher a specified amount from the post-taxation wages of the Teacher into the same superannuation fund as the Employer makes the superannuation contributions provided for in Clause 20.2.1.

20.3.2 A Teacher may adjust the amount the Teacher has authorised the Employer to pay from the wages of the Teacher from the first of the month following the giving of one month's written notice to the Employer.

20.3.3 The Employer must pay the amount authorised under Clauses 20.3.1 and 20.3.2 no later than 28 days after the end of the month in which the deduction authorised under Clauses 20.3.1 and 20.3.2 was made.

20.4 Superannuation fund

20.4.1 Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in this clause to another superannuation fund that is chosen by the Teacher, the Employer must make the superannuation contributions provided for in this clause to Prime Super or its successor, provided that the Employer is not required to become a participating Employer.



20.5 Absence from work

20.5.1 Subject to the governing rules of the relevant superannuation fund, the Employer must also make the superannuation contributions provided for in Clause 20.2.1 for the period of absence from work (subject to a maximum of 52 weeks) of the Teacher due to work-related injury or work-related illness, provided that:

- a) the Teacher is receiving workers compensation payments or is receiving regular payments directly from the Employer in accordance with legislative requirements; and
- b) the Teacher remains employed by the Employer.



Part 5 Hours of Work and Related Matters

21 Ordinary Hours of Work

- 21.1 This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 21.2 Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher may be averaged over a 12 month period.
- 21.3 The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend during periods when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance. There will be a minimum of 33 days during which Teachers will generally not be required to attend during non-term weeks. This period is separate to the period of annual leave provided for in Clause 23.
- 21.4 The following circumstances are not included in the ordinary hours of work for a Teacher, but which nonetheless may form part of a Teacher's duties:
- co-curricular activities that are conducted on a weekend;
 - school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
 - when the Teacher appointed to a Position of Responsibility is performing duties in Non-term weeks that are directly associated with the position;
 - when the Teacher has boarding house responsibilities and the Teacher is performing those duties during term weeks and non-term weeks; and
 - exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which a Teacher may be recalled to perform duties relating to their position.
- 21.5 Generally, the Employer will provide written notice of the term weeks, and the days during non-term weeks on which the Teachers are required to attend, six months in advance of the requirement to attend.
- 21.6 The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the School year or a proportion of the School year. The Teacher's absence from School during non-term weeks is deemed to include their entitlement to annual leave.

22 Breaks and School Activities

- 22.1 Where practical, the Employer will provide an unpaid meal break of not less than 30 consecutive minutes to a Teacher who is engaged or rostered to work for more than five hours on a day. The meal break will start no later than five hours after the Teacher commenced work on that day.
- 22.2 For Primary Teachers the Employer will limit the total duration of all mandatory staff meetings that are not scheduled in the Educational Timetable to three hours per fortnight.



- 22.3 A Secondary Teacher employed at Corio must undertake a minimum of one co-curricular commitment, with an expected time commitment of up to 40 hours, for each School year, unless an exception is approved by the School. Co-curricular commitments will be assigned by the Employer, after having regard to Teacher preferences and requests, including Teacher suggestions for co-curricular activities.
- 22.4 A Secondary Teacher employed at Corio may agree with the School to undertake one or more co-curricular commitments with a combined expected time commitment in excess of 40 hours for the School year, in exchange for payment of an amount (determined by the Employer) additional to the co-curricular allowance in Clause 16.3, subject to the following conditions:
- the agreement must be made in writing, before the commencement of the co-curricular activity; and
 - payment of the additional amount shall be made following the completion of the co-curricular commitment by the Teacher, and is prorated in accordance with Clause 16.3.2.
- 22.5 The Employer will develop a list of:
- the co-curricular commitments available to be undertaken by a Secondary Teacher at Corio in compliance with Clause 22.3;
 - the expected time commitment associated with each co-curricular commitment; and
 - in respect of any one co-curricular commitment with a total expected time commitment in excess of 40 hours for the School year, the additional amount that may be payable to a Teacher in accordance with Clause 22.4.
- 22.6 The Employer will make available to Secondary Teachers at Corio a programme specifying when co-curricular activities are scheduled.
- 22.7 To avoid doubt, the following activities do not constitute co-curricular commitments, unless otherwise designated by the Employer, but are considered a core element of a Teacher's role consistent with Clause 21.4:
- school related camps;
 - excursions, events and activities that are a component of the Employer's educational programme, e.g. School Family Day;
 - activities undertaken by a Teacher appointed to a Position of Responsibility, which are directly associated with the position;
 - activities undertaken by a Teacher who has boarding house responsibilities, while performing those duties;
 - activities undertaken by a Teacher while performing other duties to the Employer.
- 22.8 The Employer may offer a Primary Teacher the opportunity to undertake a specified co-curricular commitment, in exchange for which the co-curricular allowance in Clause 16.3 is payable. Such activities will have an expected time commitment of up to 40 hours for the School year.



22.9 A Primary Teacher who undertakes a co-curricular commitment under Clause 22.8 is not exempted from participation in other co-curricular activities as required by the Employer.

22.10 Participation in at least one year level or adventure camp, as determined by the Employer, remains compulsory for all Teachers.



Part 6 Leave and Public Holidays

23 Annual Leave

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

23.2 Timing of annual leave

23.2.1 A Teacher must take annual leave during non-term weeks. Leave must generally be taken, in the four week period immediately following the final Term week of the current School year, unless otherwise agreed with the Employer.

23.3 Crediting of annual leave

23.3.1 A Teacher may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by the Employer.

24 Pro Rata Payment of Salary Inclusive of Annual Leave

24.1 This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.

24.2 The provisions of this clause will apply:

- a) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or
- b) in the calculation of payment in regard to pro rata salary if:
 - I. a Teacher commenced employment after the school service date;
 - II. a Teacher has taken leave without pay of more than two term weeks since the school service date; or
 - III. the hours which a Teacher has worked at the School have varied since the school service date.

24.3 Termination of employment

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

24.4 Teachers who commence employment after the commencement of the School year

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



24.5 Teachers who take approved leave without pay

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

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

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

24.7 Calculation of payments

$$P = \frac{sx c}{b} - d$$

P is the payment due

S is the total salary paid in respect of Term weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date

B is the number of term weeks, or part thereof in the school year

C is the number of non-term weeks, or part thereof, in the school year

D is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school service date or date of employment in circumstances where the Teacher has been employed by the Employer since the school service date

24.8 For the purpose of this clause:

- a) school service date means the date from which Teachers are paid at the commencement of the school year in their first year of service with the Employer;
- b) teacher means a Teacher other than a casual Teacher; and
- c) any period of paid birth related or adoption related leave **is** included in the calculation of 's' or 'd' in this formula.



24.9 The formula in Clause 24.7 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the School year in which the formula is applied.

25 Personal/Carer's Leave

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

25.2 A Teacher other than a casual Teacher is entitled to a paid personal/carers' leave entitlement.

25.3 Except for a Teacher engaged on a fixed term basis, upon commencement of employment a full-time Teacher shall be credited with an accrued entitlement to 30 days personal/carers' leave, which is inclusive of 15 days' leave in advance, and an additional 15 days representing the accrual for the first year of continuous service. A part-time Teacher not engaged on a fixed term basis shall be credited with a pro rata equivalent entitlement of personal/carers' leave assessed on the basis of the Teacher's part-time prescribed hours.

25.4 After completion of the first year of continuous service, a full-time Teacher accrues personal/carers' leave at the rate of 15 days per year of continuous service with part-time Teachers accruing personal/carers' leave on a pro rata basis.

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

25.6 Paid carers' leave is taken to provide care or support to a member of the Teacher's immediate family or a member of the Teacher's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

25.7 Notice and evidentiary requirements

25.7.1 A Teacher must notify the Employer of the Teacher's absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of a personal illness or injury or to provide care or support to a member of the Teacher's immediate family or household as the member is suffering either a personal illness or injury or an unexpected emergency.



- 25.7.2 A Teacher is entitled to personal/carer's leave provided that:
- I. the Teacher 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 Teacher 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 Teacher is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;
 - III. the Teacher produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one School year.

25.8 The Teacher must, where practicable, give the Employer notice of the intention to take carer's leave, prior to taking leave. The notice must include:

- a) the name of the person requiring care and support and the person's relationship to the Teacher;
- b) the reasons for taking such leave; and
- c) the estimated length of absence.

25.9 If it is not practicable for the Teacher to give prior notice of intention to take carer's leave, the Teacher must notify the Employer by telephone or email at the first opportunity on the day of absence.

25.10 Unpaid leave entitlement

- 25.10.1 Where a Teacher has exhausted all personal/carer's leave entitlements, the Teacher is entitled to take up to three days unpaid personal/carer's leave or such further period as may be agreed with the Employer.

26 Compassionate Leave

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



- 26.2 A Teacher may take:
- I. up to 5 days paid leave per occasion when a member of the Teacher's immediate family or household dies; or
 - II. up to 2 days paid leave per occasion when a member of the Teacher's immediate family or household contracts or develops a personal injury or illness that poses a serious threat to life.
- 26.3 A Teacher may use up to 15 days accrued personal leave as provided for in Clause 25 on full pay per year as additional compassionate leave on the death of a member of the Teacher's immediate family or household.
- 26.4 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 Teacher.
- 26.5 The Teacher is entitled to compassionate leave only if the Teacher gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.
- 26.6 Unpaid leave entitlement
- 26.6.1 Where a Teacher has exhausted all compassionate leave entitlements, the Teacher is entitled to take up to three days' unpaid compassionate leave or such further period as may be agreed with the employer.

27 Public Holidays

- 27.1 Public holidays are provided for in the NES.
- 27.2 Substitution of public holidays
- a) By agreement between the Employer and:
 - I. the majority of Teachers in the School, campus, faculty or Early Learning Centre; or
 - II. an individual Teacher,an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- 27.3 Where substitution is agreed to by a majority of Teachers:
- a) the agreement will be recorded in writing and made available to every affected Teacher; and
 - b) the substituted day will be the public holiday for all Teachers in the School, campus, faculty or Early Learning Centre, as the case may be.
- 27.4 Where substitution is agreed to by an individual Teacher:
- a) the agreement will be recorded in writing and made available to that Teacher; and
 - b) the substituted day will be the public holiday for that Teacher.



28 Long Service Leave

28.1 Long service leave is provided for in the NES. This clause supplements the NES provisions.

28.2 Entitlement

28.2.1 A Teacher is entitled, subject to Clause 28.3.2, to long service leave on ordinary pay in respect of continuous employment with the Employer as a Teacher (as opposed to employment in any other role to which Clause 28.3.2 applies) as follows:

- a) Teachers employed on or after 1 July 2002
 - I. Long service leave accrues at the rate of 1.3 weeks per year of completed continuous employment with the Employer.
 - II. Accrued long service leave may be taken after seven years continuous employment with the Employer.
 - III. Long service leave must be taken no later than two years after the date upon which an entitlement to take the leave arises.
 - IV. Long Service leave may be taken in single days by agreement.
 - V. Teachers are encouraged to take Long Service leave in whole term blocks.
- b) Teachers employed before 1 July 2002
 - I. After eight years' continuous employment from the commencement of employment or from the date upon which an earlier period of long service leave was taken a Teacher is entitled to 10.4 weeks long service leave.
 - II. After 15 years' continuous employment and where no long service leave has been taken, a Teacher is entitled to 20.8 weeks long service leave.
 - III. Upon completing 20 years of continuous employment, and where no long service leave has been taken, a Teacher is entitled to 41.6 weeks long service leave.
 - IV. If, after 20 years continuous employment a Teacher has not taken long service leave, long service leave accrues in respect of all subsequent employment at the rate of 1.3 weeks per completed year of continuous employment.

28.3 Conditions

28.3.1 Whenever long service leave is taken, accrual for subsequent periods of leave will begin on the date upon which the Teacher commenced the earlier period of leave and will accrue at 1.3 weeks for each year of continuous employment.

28.3.2 If a period of a Teacher's continuous employment with the Employer includes a period of continuous employment in a role other than a Teacher, the amount of long service leave accrued during that period only shall be as determined by the LSL Act.

28.3.3 Long service leave is exclusive of non term weeks and public holidays.



- 28.3.4 Subject to Clause 28.3.7, long service leave may be taken at times agreed between the Teacher and the Employer so as to minimise disruption to the teaching programme of the School. The Teacher and the Employer must act reasonably in relation to requests for the taking of long service leave with any disputes being dealt with in accordance with Clause 10.
- 28.3.5 In consultation about the timing of such leave, the Employer agrees to take into account the individual Teacher's needs, in so far as they are compatible with the Employer's operational needs.
- 28.3.6 Where a Teacher has not accrued sufficient leave to cover a full term the Employer may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Employer.
- 28.3.7 Where a Teacher intends to apply for one term or more of long service leave, a Teacher must make a written request to take long service leave at least two clear terms beforehand, except where the Teacher is teaching Year 12 in which case the request must be made no later than the last day of the penultimate term of the year prior to the year in which it is proposed that the leave be taken.
- 28.3.8 Any period of absence from work that is included when calculating a period of continuous employment under the LSL Act will also be included when calculating continuous employment for long service leave purposes under this Agreement.

28.4 Half pay option

- 28.4.1 Subject to Clauses 28.3.3 and 28.3.4, at the request of a Teacher, the Employer may grant a period of long service leave of twice the Teacher's entitlement on the basis that the Teacher is paid at half the rate of pay otherwise applicable to the taking of long service leave at the relevant time for the duration of such leave.



28.5 Termination of employment

28.5.1 A Teacher who has completed more than 7 years' continuous employment with the Employer and whose employment is terminated otherwise than by death, is entitled to payment in lieu of long service leave upon termination based on the Teacher's length of continuous employment as a Teacher (as opposed to employment in any other role to which Clause 28.3.2 applies):

- a) for Teachers employed on or after 1 July 2002: the accrued long service leave balance, less any leave already taken;
- b) for Teachers employed before 1 July 2002 who have taken long service leave: their applicable entitlement under Clause 28.2.1(b), subject to Clause 28.3.1, less any leave already taken; or
- c) for Teachers employed before 1 July 2002, who have never taken long service leave, their accrued long service leave balance calculated as follows:
 - I. for Teachers with less than 15 years' continuous employment - 1.3 weeks' leave per year of continuous employment;
 - II. for Teachers with 15 years' continuous employment - 20.8 weeks' leave;
 - III. for Teachers with more than 15 but less than 20 years' continuous employment - 1.39 weeks' leave per year of continuous employment;
 - IV. for Teachers with 20 years' continuous employment or more - 41.6 weeks' leave plus 1.3 weeks' leave for each year of continuous employment following the 20th year.

28.5.2 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 what would have been payable to the Teacher in respect of the period of long service leave not taken to the Teacher's personal representative.

28.6 Illness on long service leave

28.6.1 A Teacher who becomes ill whilst on long service leave is entitled to have the period of illness treated as personal leave but only to the extent that the Teacher is entitled to personal leave.

28.6.2 The Teacher's long service leave will be extended by the period of illness or, with the Teacher's agreement, the Teacher may return from long service leave as planned with the period of illness increasing the Teacher's accrued long service leave entitlement.

28.6.3 The Employer may require a Teacher who claims personal 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.



28.7 Mode of employment and payment

- 28.7.1 A Teacher whose service has been:
- a) all full-time or
 - b) all at the same part-time fraction
- is paid during long service leave at the rate of pay that a Teacher is entitled to receive on the day on which the employee starts long service leave, calculated on the Teacher's normal weekly hours at the employee's ordinary time rate of pay.
- 28.7.2 Where a Teacher's time fraction has varied during the period of continuous employment in respect of which the long service leave has accrued, the basis of payment will be calculated on either the average time fraction during the period of employment or the formula provided for within the LSL Act in respect of which the long service leave has accrued, whichever is the greater.

28.8 Exceptions

- 28.8.1 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.

29 Leave Without Pay

- 29.1 A Teacher may be granted leave without pay by the Employer with the Teacher's agreement.
- 29.2 While a Teacher has the right to apply for leave without pay, the granting of such leave is at the discretion of the Employer.
- 29.3 A Teacher must be continuously employed by the Employer for a period of 4 consecutive years before being eligible to apply for leave without pay. In special circumstances, an application for leave without pay from Teachers with less than 4 years of continuous employment will be considered by the Employer.
- 29.4 The period of leave without pay will usually not be for less than a full term and not exceed 12 months. In special circumstances, an application for an alternative period of leave without pay will be considered by the Employer.



30 Jury Service Leave

30.1 Entitlement

- 30.1.1 A Teacher who is required to appear and/or serve as a juror will be granted paid leave for the period during which attendance at court is required.

30.2 Conditions

- 30.2.1 A Teacher must:
- a) notify the Employer as soon as possible of the date upon which the Teacher is required to attend for jury service;
 - b) provide the Employer with:
 - I. written proof of the requirement to attend for jury service;
 - II. an estimate of the duration of the absence from duty and inform the Employer immediately of any change to the known period of absence; and
 - III. written proof of the payments made by the Court Authorities with respect to jury service.

30.3 Reimbursement

- 30.3.1 Subject to Clause 30.2.1, the Employer must reimburse a Teacher granted leave pursuant to Clause 30.1.1 an amount equal to the difference between the amount paid in respect of the Teacher's attendance for such jury service by the Court Authority and the salary the Teacher would have received had the Teacher not been on jury service.

31 Community Service Leave

31.1 Unpaid community service leave

- 31.1.1 Community service leave is in accordance with Part 2—2 Div 8 of the Act. This clause supplements the NES.

31.2 Paid community service leave

- 31.2.1 A Teacher (other than a fixed-term Teacher employed on a contract for a period of less than 12 months, or a casual Teacher) who is required to provide a recognised voluntary community service will be granted up to five consecutive days paid leave on each occasion that service is required. The community service must be a voluntary emergency management activity that is recognised by the School.



31.2.2 The Employer must pay the Teacher the salary the Teacher would have received had the Teacher not been on leave, less any payments made by the relevant community service organisation in respect of the Teacher's service.

31.2.3 In special circumstances, an application for additional paid community service leave will be considered by the Employer.

31.3 Conditions

31.3.1 A Teacher must:

- a) notify the Employer as soon as possible of the date upon which the Teacher is required to attend for community service ;
- b) provide the Employer with:
 - I. written proof of the requirement to engage in a voluntary emergency management activity;
 - II. an estimate of the duration of the absence from duty and inform the Employer immediately of any change to the known period of absence; and
 - III. written proof of any payments made to the Teacher by the relevant community service organisation for which community service leave has been granted.

32 Parental Leave

32.1 Parental leave is provided for in the NES. This clause provides enterprise-specific detail.

32.2 Entitlement

32.2.1 A Teacher is entitled to parental leave as provided in the NES, save that a Teacher is entitled to a maximum of 24 months leave.

32.3 Concurrent leave

32.3.1 Concurrent parental leave is provided for in the NES.

32.4 Variation of period of parental leave

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

32.4.2 Where a Teacher has given notice under s. 74 of the Act of the taking of a period of parental leave of up to 52 weeks and that leave has started, the Teacher:

- a) may extend the period of parental leave once by giving the Employer written notice at least four weeks before the end of the original leave period, stating the period by which the leave is extended; and



- b) may further extend the period of parental leave only by agreement with the Employer.
- 32.4.3 Where a Teacher has given notice under s. 74 of the Act of the taking of a period of parental leave of more than 52 weeks but less than 104 weeks and that leave has started, the Teacher:
- a) may extend the period of parental leave once by giving the Employer written notice at least 10 weeks before the end of the original leave period, stating the period by which the leave is extended; and
 - b) may further extend the period of parental leave only by agreement with the Employer.
- 32.4.4 A Teacher who is taking parental leave pursuant to this clause may also access any annual leave or long service leave entitlements which the Teacher has accrued. Such paid leave cannot be taken concurrently with leave pursuant to Clause 33, and does not operate to extend the period of parental leave.
- 32.4.5 Upon returning to work after a period of parental leave a Teacher shall be entitled to the position which he/she held immediately before commencing such leave from no later than the beginning of the next succeeding term. If that position no longer exists, but there are other positions available, the School must make available a position as nearly as possible comparable in status and salary to that of his/her former position. Otherwise, clause 13 applies.
- 32.4.6 A part-time teacher will be entitled to return to work after a period of parental leave to a teaching position which includes the same number of hours per week but not necessarily the same times or class levels. Otherwise, clause 13 applies.



33 Paid Parental Leave

33.1 Application

- 33.1.1 This clause does not apply to;
- I. a casual Teacher, or
 - II. a fixed-term Teacher referred to in clause 11.6.3.
- 33.1.2 This clause applies to a full-time or part-time Teacher who is entitled to unpaid parental leave in accordance with the NES and Clause 32.
- 33.1.3 The payments in Clauses 33.2 and 33.3:
- I. are not payable for a period during which the Teacher is taking some other form of paid leave;
 - II. are payable from the commencement date of the period of parental leave;
 - III. are paid at:
 - a. the Teacher's weekly rate of pay as at the day on which the Teacher starts leave; or
 - b. if the child was born (or placed, in the case of adoption, with the Teacher) after the commencement of this Agreement, the Teacher's average weekly rate of pay in the 12 months immediately preceding the day on which the Teacher starts leave, if this is the greater amount; and
 - IV. are payable to one Teacher only, where the Employer employs both parents of the child.

33.2 Birth-related leave

- 33.2.1 A Teacher will be entitled to the following leave with pay to be responsible for the care of the child:
- I. 14 term weeks; or
 - II. 16 term weeks, if the child was born after the commencement of this Agreement.
- 33.2.2 If the Teacher takes less than the maximum leave entitlement available under Clause 33.2.1, the Teacher will be paid for the period of leave taken.
- 33.2.3 The period of leave with pay comprises paid birth-related leave and annual leave that accrues during the birth-related leave.
- 33.2.4 A Teacher must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.
- 33.2.5 Payment of parental leave as provided in Clause 33.2.4 will be based on the average "face to face" time fraction of the Teacher in the preceding 12 months, as defined in Clauses 11.3 and 11.4.



33.3 Adoption-related leave

- 33.3.1 A Teacher will be entitled to the following leave with pay to be responsible for the care of the child:
- I. 14 term weeks; or
 - II. 16 term weeks, if the child was placed with the Teacher after the commencement of this Agreement.
- 33.3.2 If the Teacher takes less than the maximum leave entitlement available under Clause 33.3.1, the Teacher will be paid for the period of leave taken.
- 33.3.3 The period of leave with pay comprises paid adoption related leave and annual leave that accrues during the adoption-related leave.
- 33.3.4 A Teacher must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the adoption of a second or subsequent child.
- 33.3.5 Payment of parental leave as provided in Clause 33.3.4 will be based on the average "face to face" time fraction of the Teacher in the preceding 12 months, as defined in Clauses 11.3 and 11.4.

33.4 Partner leave

- 33.4.1 A Teacher, who has completed at least 12 months' continuous service with the Employer as at the date of the birth or placement of the child, will be entitled to be paid for up to:
- I. 10 days of parental leave taken concurrently with the Primary caregiver; or
 - II. 20 days of parental leave taken concurrently with the Primary caregiver, if the child was born (or placed, in the case of adoption, with the Teacher) after the commencement of this Agreement.
- 33.4.2 Partner leave may be taken by a Teacher at a time elected by the Teacher but in consultation with the Employer.
- 33.4.3 Paid partner leave should be taken in the first 12 months of the birth of the child.



33.5 Continuity of service

- 33.5.1 Paid parental leave does not break the continuity of service of the Teacher, and it is taken into account in calculating length of service for long service leave accrual. During paid parental leave, death and disability cover is maintained, as are the Employer's superannuation contributions. A Teacher may elect to maintain his/her own superannuation contributions during the period of paid parental leave.

34 Paid Family and Domestic Violence Leave

- 34.1 A Teacher is entitled to family and domestic violence leave as provided for in the NES, save that the entitlement is to 20 days' paid leave.
- 34.2 While a Teacher is on leave, the Employer must pay the Teacher:
- if the Teacher is not a casual Teacher, the salary the Teacher would have received had the Teacher not been on leave; or
 - if the Teacher is a casual Teacher, the applicable amount under Clause 15.4 for the half-day or day that the Teacher was engaged by the Employer.

35 Sabbatical Leave

- 35.1 A Teacher and the Employer may agree in writing to enter into a deferred salary arrangement, pursuant to which:
- the Employer deducts 20% of all salary, allowance and any payments referable to leave entitlements payable to the Teacher in relation to the performance of work over four years' continuous service (Deferred Monies);
 - the Teacher may take unpaid sabbatical leave for a single 12 month period following completion of four years' continuous service; and
 - the Employer pays to the Teacher the Deferred Monies in equal instalments during the period of leave, in the same manner as specified in Clause 17.
- 35.2 Any written agreement under Clause 35.1:
- must contain a statement that it is made under Clause 35 of this Agreement;
 - must be signed by the Teacher and the Employer; and
 - may be terminated by either party with at least two terms' notice in writing before the sabbatical leave is taken.
- 35.3 Leave must be taken at a time agreed between the Teacher and the Employer, having regard to operational requirements.
- 35.4 The Employer will develop policies and procedures governing deferred salary arrangements under this clause.
- 35.5 A Teacher must give the Employer a minimum of two terms' notice of his or her intention to take leave.



35.6 If the Employer and Teacher have agreed to a deferred salary arrangement under this clause, and the Teacher's employment ends prior to the completion of four years' continuous service or prior to leave being taken, the Deferred Monies will be paid to the Teacher upon termination of their employment.

35.7 This clause does not apply:
a) to casual Teachers; or
b) to fixed-term Teachers.



PART 7 Other Employment Matters

36 Accommodation

36.1 The Employer may require that a Teacher reside in accommodation provided by the Employer on campus, either on a permanent or temporary basis, where the Employer determines that residing in such accommodation is reasonably necessary for the proper performance of the Teacher's duties (including any duties mentioned in Clause 21.4).

36.2 Matters relating to accommodation, including the terms on which the accommodation is provided and any additional duties which the Teacher must perform, will be agreed between the Employer and Teacher in writing. A dispute regarding any agreement may be resolved, by reference to that agreement's terms, in accordance with Clause 10.

37 Examination Leave

37.1 A Teacher will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

37.2 This clause does not apply to:

- a) a casual Teacher, or
- b) a fixed-term Teacher referred to in Clause 11.6.3.

38 Qualification Conferral Leave

38.1 A Teacher 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.

38.2 This clause does not apply to;

- a) a casual Teacher, or
- b) a fixed-term Teacher referred to in Clause 11.6.3.

39 Transition to Retirement Policy

The Employer will develop and introduce a transition to retirement policy for all Teachers.



Signatories Page

EMPLOYER REPRESENTATIVE

Signed:

Date:

27/6/23

Name in full (printed):

Nicole Sablyak

Position title:

Director of Employee Engagement

Authority to sign explained:

The position is the nominated bargaining representative for the Employer.

Witnessed by:

Witness name in full:

Pam Bennett

Witness address:

c/- 50 Biddlecombe Avenue

Corio, Victoria, 3214

EMPLOYEE REPRESENTATIVE

Signed:

Date:

27/6/2023

Name in full (printed):

HEATHER MACARDY (IEU)

Address:

c/- 50 Biddlecombe Avenue

This person is an Organiser employed by the Independent Education Union, an employee bargaining representative.

Corio, Victoria, 3214

Witnessed by:

Witness name in full:

Pam Bennett

Witness address:

c/- 50 Biddlecombe Avenue

Corio, Victoria, 3214

Fair Work Commission Rules 2013**IN THE FAIR WORK COMMISSION****Matter No.:** AG2023/2198**Applicant:** Geelong Grammar School**Application:** Section 185 – Application for approval of a single enterprise agreement, namely the *Geelong Grammar School (Teaching Staff) Enterprise Agreement 2023 (Agreement)***Undertaking - Section 190**

I, **Nicole Sablyak**, Director of Employee Engagement, have the authority given to me by Geelong Grammar School (**Employer**) to give the following undertaking with respect to the *Geelong Grammar School (Teaching Staff) Enterprise Agreement 2023 (Agreement)*:

- 1 **NES Precedence:** The Agreement will be read and be interpreted in conjunction with the National Employment Standards (**NES**). If there is any inconsistency between this Agreement and the NES, the more beneficial provision to an employee prevails. Where this Agreement includes terms that have the same effect as terms of the NES, or terms that are ancillary or supplementary to the NES, the Agreement terms operate subject to the same qualifications, limitations and exclusions as the relevant NES entitlement unless otherwise specified.
- 2 **Casual Teachers:** The Employer shall not employ any casual Teachers who are engaged for 5 or more consecutive days.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Commission.

SIGNED for and on behalf of the Employer in accordance with s 190(5) of the FW Act:



.....
Nicole Sablyak

Date: 21 July 2023
.....

CONTACT THE IEU

STREET ADDRESS

120 Clarendon Street, Southbank, Victoria 3006

POSTAL ADDRESS

PO Box 1320, South Melbourne, Victoria 3205

TELEPHONE

(03) 9254 1860

FREECALL

1800 622 889 (Country Members)

EMAIL

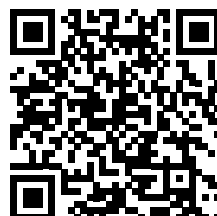
info@ieuvictas.org.au

WEBSITE

www.ieuvictas.org.au

SOCIAL MEDIA

@ieuvictas



Join the IEU
online today

ieuvictas.org.au/join

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

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

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

