



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Tintern Grammar
(AG2023/2543)

TINTERN GRAMMAR AGREEMENT 2023-2026

Educational services

DEPUTY PRESIDENT BELL

MELBOURNE, 11 AUGUST 2023

Application for approval of the Tintern Grammar Agreement 2023-2026.

[1] An application has been made for approval of an enterprise agreement known as the *Tintern Grammar Agreement 2023-2026* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the employer Tintern Grammar. The Agreement is a single enterprise agreement.

[2] The *notification time* for the Agreement under s.173(2) was 23 May 2022 and the Agreement was *made* on 21 July 2023. Accordingly, the *genuine agreement* requirements are assessed under the Act as those applying before 6 June 2023 and the *better off overall test* is that applying on and from 6 June 2023.¹

[3] Having regard to the material contained in the application and filed in relation to it, I am satisfied that each of the requirements of ss.186, 187, 188, 193 and 193A as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

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

¹ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements that included those to effect described above.

[5] The Agreement was approved on 11 August 2023 and, in accordance with s.54 of the Act, will operate from 18 August 2023. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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Part 1—Application and Operation

1. Title

This Agreement is to be known as the Tintern Grammar Agreement 2023 – 2026 (the Agreement) and is a single enterprise agreement made pursuant to s.172 (2) of the *Fair Work Act 2009* (Cth) (the Act).

2. Commencement and period of operation

- 2.1 Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.
- 2.2 The nominal expiry date of the Agreement is 30 June 2026.

3. Definitions and interpretation

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Awards	means the <i>Educational Services (Teachers) Award 2020</i> and the <i>Educational Services (Schools) General Staff Award 2020</i> , unless separately specified
Classroom support services	means a General Staff Employee whose principal duties are to provide support to Teachers and students in an early learning centre, primary or secondary classroom or to individual students or groups of students
Curriculum/resources services	means a General Staff Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre
Early Childhood Program	means the core curriculum provided to children under school age (three, four and five year old children)
Early Childhood Teacher	Means an Employee, including an Employee employed as a Director or Coordinator of an Early Childhood Program, who is employed to teach children enrolled in the Early Childhood Program
Employee	means a person covered by this Agreement
Employer	means Tintern Grammar, ACN 004 293 994

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<p>Five year trained teacher</p>	<p>means a teacher:</p> <ul style="list-style-type: none"> • who has completed an undergraduate degree or a degree in education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or • who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers
<p>Four year trained teacher</p>	<p>means a teacher:</p> <ul style="list-style-type: none"> • who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university; or • who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or • who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers
<p>FWC</p>	<p>means the Fair Work Commission or its successor</p>
<p>General Staff Employee</p>	<p>means an Employee other than a Teacher who is covered by this Agreement</p>
<p>Immediate family</p>	<p>Means</p> <ul style="list-style-type: none"> • a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee, <p>where:</p> <ul style="list-style-type: none"> • a de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple

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	<p>on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes)</p> <ul style="list-style-type: none"> • a child includes an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee's spouse or de facto partner
LSL Act	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor
Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
NES	means the National Employment Standards as contained in Part 2-2 of the 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
Permission to Teach Teacher	means an Employee who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i> or its successor
Principal	means the Principal of Tintern Grammar or his or her nominee
School Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic)</i> (or its successor) and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
School year	means the period of 12 months commencing from the day the Employees are required to attend the school for the new educational year as determined by the school, and includes Term weeks and Non-term weeks
Standard rate	means the annual salary applicable to Level 3.1 for a General Staff Employee
Teacher	means a School Teacher and an Early Childhood Teacher, unless separately specified

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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) or its successor
WIRC Act	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor

4. Coverage

4.1 This Agreement covers:

- (a) the Employer;
- (b) Teachers; and;
- (c) General Staff Employees engaged as classroom support services employees or curriculum/resources services employees only

4.2 This Agreement does not cover:

- (a) a Principal;
- (b) a Vice Principal;
- (c) an Assistant Principal;
- (d) the Director of the Early Learning Centre;
- (e) a Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer;
- (f) a Head of School;
- (g) any Employee who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the *Fair Work Regulations 2009* (Cth) from time to time;

5. Relationship to Awards

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to Employees covered by this Agreement including but not limited to the *Educational Services (Schools) General Staff Award 2020* and the *Educational Services (Teachers) Award 2020*.

6. No extra claims

The Employer and Employees agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing

claims made by the Employer and the Employees, and that no further claims will be made prior to the nominal expiry date as set out in cl.2.2 hereof.

7. The National Employment Standards

- 7.1** The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 7.2** This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 7.3** This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

8. Agreement flexibility

- 8.1** An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a)** the Agreement deals with one or more of the following matters:
 - (i)** arrangements about when work is performed;
 - (ii)** overtime rates;
 - (iii)** penalty rates;
 - (iv)** allowances;
 - (v)** leave loading; and
 - (b)** the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
 - (c)** the arrangement is genuinely agreed to by the Employer and Employee. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the Employer.
- 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 Employee being better off overall at the time the agreement is made than the Employee would be if no arrangement was made.
- 8.3** The Employer must ensure that the individual flexibility arrangement:
- (a)** is in writing; and
 - (b)** includes the name of the Employer and Employee; and

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

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

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

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

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause are not met, then the agreement may be terminated by either the Employee or the Employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

Part 2—Consultation and Dispute Resolution

9. Consultation

Definition of consultation

9.1 For the purpose of consultation under this clause, the following definition is adopted:

“Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons with a bona fide opportunity to influence the decision maker... Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision-making process to be informed, particularly as it may affect the employment prospects of individuals” (Smith, C. in CPSU, the Community and Public Sector Union v Vodafone Network Pty Ltd (Print PR911257), paragraph 25)

9.2 The clause applies if the Employer:

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

Consultation regarding major workplace change

9.3 For a change referred to in cl.9.2(a):

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- (a) the Employer must notify the relevant Employees of the decision to introduce the major change, and
- (b) cll.9.4 to 9.10 apply.

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

9.5 If:

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

the Employer must recognise the representative. Notice of the appointment must be provided to the Employer in writing.

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

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

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

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

9.9 If a clause in the 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 subclauses 9.3(a), 9.4 and 9.6 are taken not to apply.

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

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

- (g) the restructuring of jobs.

Consultation about changes to regular rosters or hours of work

- 9.11** For a change referred to in cl.9.2(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) cll.9.12 to 9.16 apply.
- 9.12** The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 9.13** If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
 - (b) the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.
- 9.14** The Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion, provide to the relevant Employees:
 - (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when the change is proposed to commence); and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.15** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.16** The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 9.17** For the purposes of cll.9.12 to 9.16, the Employer's educational timetable in respect of academic classes and student activities, which:
- (a) may operate on a term, semester or School year basis, and
 - (b) ordinarily changes between one period of operation and the next, and
 - (c) may change during the period of operation,
- is not a regular roster.
- 9.18** However, where a change to the Employer's educational timetable directly results in a change:
- (a) to the number of ordinary hours of work of an Employee, or
 - (b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or
 - (c) to the days over which the Employee is required to work,
- cll.9.12 to 9.16 will apply.

In this clause, *relevant employees* means the employees who may be affected by the major change.

10. Dispute resolution

10.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

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

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

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

10.5 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 and making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) in relation to the NES, arbitrate the dispute, or
 - (ii) in relation to all other matters in the Agreement, either party may request the FWC to arbitrate the matter in dispute. Any such arbitration will be subject to, and in accordance with, this clause. In arbitrating the dispute, the FWC may only give directions about the process to be followed within the workplace to resolve the matter in dispute and/or determine the matter in dispute consistent with the limits or standards set by the relevant provisions of this Agreement. An arbitrated decision will bind the parties, subject to either party exercising appeal rights.

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.

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

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or

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- (ii) the *Occupational Health and Safety Act 2004* (Vic) would not permit the work to be performed; or
- (iii) the work is not appropriate for the Employee to perform; or
- (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

Part 3—Conditions for all Employees

11. Remuneration packaging

11.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.

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

12. Minimum employment period

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

12.2 If the Employer is to terminate the employment of an Employee during the Employee's minimum employment period, then the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or cl.26 – Performance and conduct management.

12.3 If the Employer is to terminate the employment of an Employee within the minimum employment period, the Employee is entitled to notice, or payment in lieu of notice, as follows:

- (a) Teachers, 4 term weeks; and
- (b) General Staff Employees, 4 weeks.

12.4 If the Employee is to resign within the minimum employment period, then the Employee is required to give the same notice required of the Employer in cl.12.3.

13. Annual leave

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

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13.2 Clauses 41 and 42 provide further details on conditions related to annual leave entitlements for Teachers.

13.3 Timing of annual leave

- (a)** 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 or preschool year, unless otherwise agreed with the Employer.
- (b)** The Employer may require a General Staff Employee to take annual leave during Non-term weeks.
- (c)** The Employer may designate some of the Non-term weeks as a shutdown period in which the operations of the School may be closed or operate at minimum staffing levels. Unless alternative arrangements are agreed between the Employer and individual Employee/s, General Staff Employees are required to take annual leave during shutdown periods observed by the School.

13.4 Crediting of annual leave

The Employer may allow a General Staff Employee to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the General Staff Employee subsequently leaves, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the General Staff Employee upon termination of employment.

14. Personal/carer's leave

- 14.1** Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 14.2** An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- 14.3** For a full-time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.
- 14.4** Personal/carer's leave accrues progressively during a year of service according to an Employee's ordinary hours of work. However, where an Employee has a need for personal/carer's leave that exceeds the Employee's accrued entitlement at the time that leave is needed, the Employee is entitled to be paid for personal/carer's leave in advance up to the annual entitlement of 15 days,

provided that the notice and evidentiary requirements are met.
- 14.5** Paid personal leave is taken due to a personal illness or injury.
- 14.6** Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate family or a member of the Employee's household, who requires care or support because of a personal illness or injury or an unexpected emergency affecting the member.
- 14.7** Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion.

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Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

14.8 A casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

14.9 Notice and evidentiary requirements

- (a)** An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- (b)** An Employee is entitled to personal leave provided that:
 - (i)** the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence of more than two consecutive days;
 - (ii)** the Employee provides a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;
 - (iii)** the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one School year.
- (c)** An Employee is entitled to carer's leave provided that the Employee produces, if required by the Employer, a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer stating the person concerned was affected by an illness, injury or unexpected emergency and that the illness, injury or unexpected emergency is such as to require care by another. In the case of an unexpected emergency, sufficient information must be provided to verify the unexpected emergency where required.

15. Compassionate leave

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

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

- (a)** a member of the Employee's Immediate Family or household dies or when the Employee's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life; or

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- (b) a child is stillborn, where the child would have been a member of the Employee's immediate family or household, if the child had been born alive; or
- (c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

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

15.4 The Employee must, if required, provide evidence of the reason that would satisfy a reasonable person. Evidence may take the form of a medical certificate from a Medical Practitioner or a statutory declaration stating the particulars of, or circumstances, necessitating the leave.

16. Public holidays

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

16.2 Payment for work on a public holiday

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

16.3 Substitution of public holidays

- (a) By agreement between the Employer and an individual Employee, an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- (b) The agreement made pursuant to cl.16.3(a) will be recorded in writing and made available to the affected Employee/s.
- (c) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

17. Long service leave

17.1 Long service leave is provided by the NES or the LSL Act, as applicable, except where this Agreement provides ancillary or supplementary terms.

17.2 A Teacher is entitled to thirteen weeks of long service leave upon the completion of ten years of continuous employment. A Teacher is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.

17.3 A General Staff Employee is entitled to thirteen weeks of long service leave upon the completion of ten years of continuous employment effective from 1 July 2023. A General Staff Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer. This equates to an accrual rate of 0.8667 weeks of long service leave per year of service prior to 1 July 2023 and an accrual rate of 1.3 weeks of long service leave from 1 July 2023.

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- 17.4** Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.
- 17.5** A Teacher whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Teacher's normal salary.
- 17.6** A Teacher (except for continuous employment prior to 1 February 1997 for a School Teacher) whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Teacher's time fractions over the period of eligible service.
- 17.7** A School Teacher, who was employed prior to 1 February 1997 and whose time fraction varied over this period of time, will be entitled to long service leave calculated as follows for continuous employment prior to 1 February 1997:
- (a)** where all service of the Teacher has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;
 - (b)** when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours;
 - (c)** when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment;
 - (d)** if a School Teacher can show that the School Teacher's average weekly hours over the whole of the School Teacher's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.
- 17.8** A General Staff Employee is paid long service leave in accordance with the LSL Act.
- 17.9** Illness on Long Service Leave
- (a)** Subject to the requirements of cl.17.9(b), an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a Registered Medical Practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.
 - (b)** The Employee's application under cl.17.9(a):
 - (i)** must be received by the Employer during the period of illness or injury;

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

17.10 Timing and Taking of Long Service Leave

- (a) The timing of taking of long service leave will be negotiated between the Principal and the Employee for mutual advantage but will ordinarily be taken within twelve months of the entitlement falling due following ten years of continuous employment.
- (b) Notwithstanding cl.17.10(a), an Employee may apply to access pro-rata long service leave after seven (7) years of continuous employment.
- (c) In consultation about the timing of such leave, the Employer agrees to take into account the individual Employee's needs, in so far as they are compatible with the Employer's operational needs.
- (d) The period of long service leave will usually not be for less than a full term. An application for a shorter period of long service leave will be considered by the Principal on their merits and approval will not be unreasonably withheld.
- (e) Where an Employee 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 Principal.
- (f) Applications for long service leave should be made in writing to the Principal and must be received by the Friday in week 2 of term 3 for long service leave to be taken in the following year. Compassionate and other short-term applications for long service leave of less than a term submitted after this date will be considered on their merits by the Principal.

18. Parental leave

18.1 NES

Parental leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.

19. Paid parental leave

19.1 Application

- (a) This clause does not apply to a casual or fixed-term Employee.
- (b) This clause applies to a full-time or part-time Employee who is entitled to, and takes, unpaid parental leave in accordance with the NES and cl.18-Parental leave.

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- (c) The payments in cl.19.2 and 19.3:
 - (i) are not payable during a period of paid leave;
 - (ii) are payable from the date that the Employee commences parental leave;
 - (iii) are paid at the Employee's ordinary rate of pay; and
 - (iv) are payable to one Employee only, where the Employer employs both parents of the child.

19.2 Birth-related leave and adoption-related leave

- (a) An Employee will be entitled to 20 weeks of leave with pay to be responsible for the care of the child.
- (b) If the Employee takes less than 20 weeks of leave with pay, the Employee will be paid for the period of leave taken.
- (c) While in receipt of a payment pursuant to cl.19.2, the Employee is entitled to accrue annual leave, non-term weeks and personal/carer's leave, as defined by the NES. An Employee is entitled to accrue long service leave in accordance with this Agreement.
- (d) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.

19.3 Partner leave

- (a) An Employee, who has completed at least 12 months' continuous service with the Employer as at the date of the birth or placement of the child, is entitled to concurrent leave in accordance with the NES.
- (b) An Employee may request that up to 10 days of the concurrent leave be paid at their ordinary rate of pay. Any further period of concurrent leave will be unpaid.

20. Leave without pay

- 20.1** A Teacher may apply for leave without pay which may be granted at the discretion of the Principal. A Teacher agrees that entitlements under this Agreement do not accrue during any period of leave without pay, except for long service leave, in excess of two (2) Term weeks.
- 20.2** A General Staff Employee may apply for a further period of leave without pay, in addition to the periods of leave without pay during Non-term weeks pursuant to cl.51-Leave without pay during Non-term weeks, which may be granted at the discretion of the Principal. A General Staff Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay, except for long service leave, granted under this clause.

21. Infectious diseases leave

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

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

22. Breakage and loss

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

23. Examination leave

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

24. Qualification conferral leave

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

25. Withholding of monies

25.1 If a Teacher fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the Teacher on termination under this Agreement, an amount not exceeding 2 weeks' wages.

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

26. Performance and conduct management

26.1 Application

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

- (a) where an Employee's employment is terminated during the minimum employment period pursuant to cl.12 - Minimum employment period; or
- (b) for a casual Employee.

26.2 Performance Management

- (a) Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
- (b) A formal performance management procedure will commence with the Employer advising the Employee in writing of:
 - (i) the Employer's concern(s) with the Employee's performance;
 - (ii) the time, date and place of the first formal meeting to discuss the Employee's performance;
 - (iii) the Employee's right to be accompanied by a support person of the Employee's choice at all meetings scheduled to discuss the Employee's performance;
 - (iv) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (c) Formal performance management meetings will:
 - (i) include discussion of the Employer's concern(s) with the Employee's performance;
 - (ii) give the Employee an opportunity to respond to the Employer's concern(s);
 - (iii) include discussion of any counselling or assistance, where appropriate, available to the Employee;
 - (iv) include documentation, where appropriate;
 - (v) set periods of review, as appropriate.
- (d) If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

26.3 Conduct Management

- (a) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- (b) The Employer will advise the Employee in writing of:
 - (i) the Employer's concern(s) with the Employee's conduct;

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- (ii) the time, date and place of the meeting to discuss the Employee's conduct;
 - (iii) the Employee's right to be accompanied by a support person of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
 - (iv) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- (c) The formal conduct management meeting(s) will:
- (i) include discussion of the Employer's concern(s) with the Employee's conduct;
 - (ii) give the Employee an opportunity to respond to the Employer's concern(s).
- (d) Concern(s) with an Employee's conduct may be resolved by:
- (i) taking no further action, if appropriate;
 - (ii) issuing the Employee with a warning or a final warning in writing;
 - (iii) terminating the employment of the Employee in accordance with the relevant notice provision;
 - (iv) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
 - (v) other action, appropriate to the situation.

27. Redundancy

27.1 Redundancy pay is provided for in the NES.

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

<u>Period of Continuous Service</u>	<u>Redundancy Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and less than 11 years	17 weeks' pay

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11 years and less than 12 years	18 weeks' pay
12 years and less than 13 years	20 weeks' pay
13 years and less than 14 years	22 weeks' pay
14 years and less than 15 years	24 weeks' pay
15 years or more	26 weeks' pay

27.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to under the NES if the employment had been terminated and the Employer may, at the Employer's option, make payment of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

27.3 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the NES period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

27.4 Job search entitlement

- (a)** An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.
- (b)** At the request of the Employer, the Employee must produce proof of attendance at an interview.
- (c)** This entitlement applies instead of cll.44.4 and 53.3.

27.5 Part-time Teachers

Where a reduction of 0.25 or more full-time equivalent (FTE) hours of a part-time Teacher is proposed, the Teacher may choose to accept the new position at the reduced FTE fraction, or be declared redundant and receive the appropriate payment.

28. Payment of salary

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

29. Superannuation

29.1 Superannuation legislation

- (a)** 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

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Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

29.2 Employer contributions

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

29.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl.29.2.
- (b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under cl.29.3(a) or 29.3(b) no later than 28 days after the end of the month in which the deduction authorised under cl.29.3(a) or 29.3(b) was made.

29.4 Superannuation fund

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

30. Accident pay

- 30.1** Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (WIRC Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 30.2** If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:

(a) paid personal/carer's leave.

- 30.3** In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the WIRC Act, has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.
- 30.4** For the purposes of cl.30.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.
- 30.5** Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the WIRC Act, and where the Employee is entitled to annual leave at the part-time rate of pay, the Employee will remain entitled to be paid the weekly compensation payments in accordance with the Act.

31. Fee remission

- 31.1** This clause does not apply to Employees engaged on a casual or emergency basis or for a fixed-term. A part-time Employee is entitled to a pro-rata discount based on their fraction.
- 31.2** After the completion of the six-month minimum employment period as defined by the Act, an Employee (other than those excluded above by cl.31.1) will be entitled to a remission of 25 per cent of tuition fees for their natural or adopted children enrolled in the School, with all other charges and fees to be paid in full by the Employee.
- 31.3** All applications for fee remission are to be made in writing to the Principal.
- 31.4** Fee remission ceases immediately upon termination of the employment of the Employee.

32. Union training

- 32.1** The Employer will provide one (1) day of paid leave per year for the elected union representative to attend training approved by the Principal.
- 32.2**
- 32.3** The timing of leave pursuant to this clause 32 is subject to the operational requirements of the School.
- 32.4** The Employer shall not be liable for any expenses associated with an Employee attending training under this clause 32.

33. School Matters Group

- 33.1** The parties to the Agreement recognise the importance of consultation in the workplace. In order to facilitate this, the Principal agrees to meet, as required, with representatives of the School Matters Group to consult about general workload matters and related policies.

- 33.2 The terms of reference for the School Matters Group does not form part of, and is not incorporated into, the Agreement.

34. Family and Domestic Violence leave

34.1 NES

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

34.2 Definitions

- (a) In this clause:

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

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

Immediate family means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- (b) A reference to a spouse or de facto partner in the definition of *close relative* in clause 34.2(a) includes a former spouse or de facto partner.

34.3 Entitlement to paid leave

- (a) Each year, for the purpose of dealing with family and domestic violence, full-time, part-time and casual Employees are entitled to 10 days of paid leave.
- (b) The entitlement in cl.34.3(a) to deal with family and domestic violence:
 - (i) is available in full at the start of each 12-month period of the Employee's employment; and
 - (ii) does not accumulate from year to year.

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

Note 2. Where an employee exhausts their paid leave entitlements under this clause, they may apply for additional paid leave. Any

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approval of such additional leave is at the complete discretion of the Principal and will be considered on a case by case basis.

Note 3. The paid entitlement in cl.34.3(a) will be offset against the paid NES leave entitlement.

34.4 Taking leave

- (a)** An Employee may take leave under this clause to deal with family and domestic violence if the Employee:
 - (i)** is experiencing family and domestic violence; and
 - (ii)** needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

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

34.5 Notice and evidence requirements

(a) Notice

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

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

(b) Evidence

An Employee who has given the Employer notice of the taking of leave under cl.34.5(a) must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in cl.34.4.

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

34.6 Confidentiality

- (a)** The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under cl.34.5(b) is treated confidentially, as far as it is reasonably practicable to do so.

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- (b) Nothing in cl.34.6(a) prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

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

Part 4— Conditions for Teachers

35. Types of employment

35.1 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.

35.2 Terms of engagement

- (a) On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the classification and rate of salary applicable on commencement, and details for how the annual leave loading will be paid.
- (b) For 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 the Teacher's extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.
- (c) Where the Employer engages the Teacher on a fixed-term basis, the letter of appointment will state the reason the employment is fixed-term, and the period of the employment.

35.3 Full-time employment

A full-time Teacher is engaged to work an average of 38 ordinary hours per week.

35.4 Part-time employment

- (a) A part-time Teacher is a Teacher who is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time Teacher.
- (b) If the hours of a part-time Teacher rise above 90% of the hours of a full-time Teacher, the Teacher will be considered full-time.

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- (c) A part-time Teacher who requests to work above 90% of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.
- (d) A part-time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a full-time Teacher and is entitled to all entitlements on a pro rata basis. The pro rata annual salary is calculated using the following formula, with the face-to-face teaching hours of a full-time Teacher:
 - (i) in the secondary school being 18.75 hours;
 - (ii) in the primary school being 21 hours;
 - (iii) in the Early Learning Centre being 22 hours.

$$\frac{\text{hours of face-to-face teaching}}{\text{hours of full-time Teacher's face-to-face teaching}} \times \text{annual salary}$$

- (e) On average and wherever possible, a part-time Teacher will undertake a proportionate number of other duties normally expected of a full-time Teacher.
- (f) An employer cannot vary a part-time employee's teaching load or days of attendance unless:
 - (i) the employee consents; or
 - (ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the employer provides 7 weeks' notice in writing in the case of a school teacher or 4 weeks' notice in the case of an early childhood teacher, or where the change would result in a reduction in salary, the salary of the teacher is maintained for a period of 7 weeks in the case of a school teacher or 4 weeks in the case of an early childhood teacher.

35.5 Casual employment

- (a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive Term weeks.
- (b) A casual Teacher may be engaged for a period of up to one school term.
- (c) The rates of pay for a casual Teacher are contained in Schedule B – Teacher Salaries.
- (d) A casual Teacher is not entitled to any of the following benefits under this Agreement:
 - (i) notice of termination of employment;
 - (ii) redundancy;
 - (iii) remuneration packaging;
 - (iv) annual leave;
 - (v) annual leave loading;

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- (vi) paid personal/carer's leave;
- (vii) paid compassionate leave;
- (viii) paid parental leave;
- (ix) pro rata payment of salary inclusive of annual leave;
- (x) infectious diseases leave;
- (xi) examination leave;
- (xii) qualification conferral leave; and
- (xiii) fee remission.

35.6 Fixed-term employment

- (a) A Teacher may be employed for a fixed period of time up to 12 months to:
 - (i) undertake a specified project for which funding has been made available;
 - (ii) undertake a specified task which has a limited period of operation; or
 - (iii) 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 12 months, the fixed term employment may be extended by a further period to cover the absence.
- (b) A fixed-term Teacher is not entitled to any of the following benefits under this Agreement:
 - (i) paid parental leave;
 - (ii) examination leave;
 - (iii) qualification conferral leave; and
 - (iv) fee remission.

36. Ordinary hours of work

- 36.1** This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 36.2** 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.
- 36.3** 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.
- 36.4** The maximum number of days that the Teacher will be required to attend during Term weeks and Non-term weeks will be 205 in each school year.

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- 36.5** The following circumstances are not included when calculating the 205 attendance days in the ordinary hours of work for a Teacher:
- (a)** co-curricular activities that are conducted on a weekend;
 - (b)** school-related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
 - (c)** when the Teacher appointed to a leadership position is performing duties in Non-term weeks that are directly associated with the leadership position; and
 - (d)** 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.
- 36.6** Generally, the Employer will provide written notice of the Term weeks and days in Non-term weeks on which the Teachers are required to attend, six months in advance of the requirement to attend.
- 36.7** 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.

37. Breaks

A Teacher will be entitled to an unpaid meal break of not less than 30 consecutive minutes, which commences no later than five hours after the Teacher commenced work on that day.

38. Classifications

The Employer will classify a Teacher in accordance with Schedule A - Teacher Classifications.

39. Salary

The minimum rates of pay for a full-time Teacher are provided by Schedule B - Teacher Salaries.

40. Responsibility Allowances

40.1 Eligibility

- (a)** Responsibility allowances in Schedules C only apply to Teachers.
- (b)** A responsibility allowance will be paid to a School Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of School Teachers by the Employer.

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- (c) An allowance is linked to a position of responsibility rather than tied to an individual School Teacher.
- (d) The Principal determines who is eligible for a responsibility allowance.
- (e) Allowances may be in the form of time or money, or a combination of both.

40.2 Notification

- (a) The Principal will provide written advice to a School Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.
- (b) The Principal will advise the School Teacher of the level to which the position equates in accordance with cl.40.3.

40.3 Structure of responsibility allowances

- (a) Responsibility allowances will be determined by:
 - (i) Head of Department (Secondary)
 - Number of staff directly reporting to Head of Department
 - Number of faculty subjects
 - Number of students undertaking faculty subjects
 - (ii) Year Level Coordinator (Secondary)
 - Number of students in a year level
 - (iii) Junior School
 - Number of students directly responsible for
 - Number of staff report to or have responsibility for

41. Annual leave

41.1 Annual leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.

41.2 Timing of annual leave

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.

41.3 Crediting of annual leave

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

42. Pro rata payment of salary inclusive of annual leave

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

42.2 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 start of the School year;
 - (ii)** a Teacher has taken leave without pay of more than two Term weeks in a School year; or
 - (iii)** the hours which a Teacher has worked at the School have varied during the School year.

42.3 Termination of employment

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

42.4 Teachers who commence employment after the commencement of the school year

A Teacher who commences employment after the usual date of commencement at a School 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.

42.5 Teachers who take approved leave without pay

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.
- (c)** 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 school year.

42.6 Calculation of payments

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

where

- P is the payment due
- s is the total salary paid in respect of Term weeks worked, or part thereof, since the commencement of the school year or the date of employment in circumstances where the Teacher has been employed after the commencement of the School year.
- 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) in the School year that have occurred since the commencement of the school year or date of employment in circumstances where the Teacher commenced employment after the commencement of the school year.

42.7 For the purpose of this clause:

- (a)** **Teacher** means a Teacher other than a casual Teacher;
- (b)** any period of paid birth-related or adoption-related leave is not included in the calculation of 's' or 'd' in this formula.

42.8 The formula in cl.42.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the school, in which the formula is applied.

43. Annual leave loading

43.1 This clause provides for enterprise specific detail and supplements the NES that deals with annual leave.

43.2 A Teacher who has served throughout the School year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:

- (a)** at the time that the Teacher is paid annual leave or pro rata annual leave; or
- (b)** on the termination of employment by either party.

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

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

44. Termination of employment

44.1 NES notice of termination

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

44.2 Notice of termination by the Employer

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

44.3 Notice of termination by a Teacher

The notice of termination required to be given by a Teacher is the same as that required of the Employer.

44.4 Job search entitlement

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.

44.5 Statement of service

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

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

45. Camp allowance

45.1 A full-time Teacher, other than a Year 9 Mentor Teacher, must attend 5 camp days (or equivalent co-curricular) per year. A full-time Year 9 Mentor Teacher must attend two camps per year and will receive an additional time allowance in recognition of this requirement.

45.2 A Teacher required to attend a camp during term time will be paid an allowance of \$70 per night.

Part 5—Conditions for General Staff

46. Types of employment

46.1 General Staff Employees will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) casual employment.

46.2 At the time of engagement, an Employer will inform each Employee whether they are employed on a full-time, part-time or casual basis and the Employee's classification.

46.3 Full-time employment

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to cl.47—Ordinary hours of work.

46.4 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the time fraction and the number of weeks of the school year the Employee will work.
- (e) The terms of the agreement in cl.46.4(d) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

46.5 Casual employment

- (a) A casual Employee is an Employee engaged as such.
- (b) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.
- (c) A casual Employee will be engaged and paid for a minimum of two hours for each engagement.
- (d) A casual Employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time Employees.
- (e) A casual Employee is not entitled to any of the following benefits under this Agreement:

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- i. notice of termination of employment;
- ii. redundancy;
- iii. remuneration packaging;
- iv. annual leave;
- v. leave loading;
- vi. paid personal/carer's leave;
- vii. paid compassionate leave;
- viii. paid parental leave;
- ix. infectious diseases leave;
- x. examination leave; and
- xi. qualification conferral leave.

47. Ordinary hours of work

- 47.1** Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week.
- 47.2** The ordinary hours of work may be averaged over a period of a fortnight or four weeks. The exception to this is a Curriculum/resources services Employee employed in outdoor education whose hours of work may be averaged over a period of up to 12 months.
- 47.3** The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:
- (a)** On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:
 - (i)** Classroom support services;
 - (ii)** Curriculum/education resources;
 - (b)** On any day from Monday to Saturday between 6.00 am and 6.00 pm for the following Employees:
 - (i)** Curriculum/education resources—outdoor education only.

Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

47.4 Reasonable additional hours

- (a)** An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.
- (b)** Where the Employee's hours are averaged:

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- (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in cl.47.3, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Where the Employee's hours are not averaged:
 - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in cl.47.3, and do not result in the Employee working more than eight hours on that day; and;
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (d) Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (e) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this award or the NES.

47.5 Breaks between periods of duty

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in cl.47.5(a) and (b) do not apply to:
 - (i) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
 - (ii) an Employee who is attending a school camp or excursion; or
 - (iii) an Employee working a broken shift.

48. Classifications

- (a) An Employee must be classified in accordance with the classification structure set out in Schedule D - General Staff Classifications and paid not less than the salary specified for that classification in accordance with Schedule E - General Staff Salaries.
- (b) The Employer must advise the Employee of the Employee's classification, and any changes to the classification, in writing.

49. Salary

The Employer will pay an adult Employee not less than the salary specified for the Employee’s classification in Schedule E - General Staff Salaries.

50. Allowances

Schedule F – General Staff Allowances specifies the allowances available under this Agreement.

51. Leave without pay during non-term weeks

51.1 Arrangements

An Employee may be required to take leave without pay during Non-term weeks, provided that:

- (a) the Employee’s contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (c) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment (whether on a full-time, part-time or casual basis). The Employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
- (d) appropriate work will mean such work as is available that is capable of being performed by the Employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

51.2 Calculating annual salary for an Employee on leave without pay during Non-term weeks

- (a) The formula in this subclause may be used to calculate an annual salary for an Employee whose contract of employment makes provision, in writing, for leave without pay during Non-term weeks.
- (b) The adjusted annual salary for an Employee is:

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

Where:

A means the Employee’s adjusted annual salary

C means the annual salary (as contained in Schedule E – General Staff Salaries) for the Employee’s classification

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

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- (c) For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- (d) An Employee may elect, in writing, to be paid only for the time worked (and therefore not during Non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

52. Higher duties

- 52.1** The Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification.
- 52.2** Subject to cl.52.3 where the Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- 52.3** Where the Employee is a school operational services Employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

53. Termination of employment

53.1 NES notice of termination

Notice of termination is provided for in the NES.

53.2 Notice of termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

53.3 Job search entitlement

Where an Employer has given notice of termination to an Employee, an Employee 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 Employee after consultation with the Employer.

54. Annual leave loading

- (a) During a period of annual leave, an Employee will receive a loading calculated on the rate of pay prescribed in Schedule E – General Staff Salaries of this Agreement. Annual leave loading is payable on leave accrued on the following bases:

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- (i) an Employee who would have worked on day work only had the Employee not been on annual leave - 17.5% of the Employee's ordinary rate of pay.
 - (ii) an Employee who would have worked on shift work had the Employee not been on annual leave - 17.5% of the Employee's ordinary rate of pay or the applicable shift loading, whichever is the greater.
- (b) Except that the Employer may, at its election, pay:
 - (i) annual leave loading to the Employee with each salary payment throughout the School year by increasing the annual rate of pay as at the commencement of the School year, or as subsequently varied, by 1.342%. Where the Employer elects to pay annual leave loading with each salary payment throughout the School year, the Employer must advise the Employee in writing; or
 - (ii) annual leave loading in respect of the School year to the Employee with the first salary payment in December of that School year at the rate of pay applicable on 1 December of that School year.

55. Rostered days off

55.1 Agreement

The Employer and an Employee may agree that the ordinary hours of work provided by cl.47—Ordinary hours of work will be worked over 19 days in each four week period, in which case the following provisions will apply.

55.2 Arrangement

- (a) The Employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- (b) An Employee will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take rostered days off.
- (c) Each day of paid leave taken by an Employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers' compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under cl.55.2(b).
- (d) Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.
- (e) An Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- (f) An Employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with cl.55.2(b).

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- (g) An Employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with cl.55.2(b).
- (h) Rostered days off will be determined by mutual agreement between the Employer and the Employee, having regards to the needs of the place of employment.
- (i) An Employee will be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty.

56. Breaks

56.1 Meal break

An Employee will be entitled to an unpaid meal break of 30 minutes, which commences no later than five hours after the Employee commenced work on that day.

56.2 Rest break

- (a) At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Notwithstanding cl.56.2(a), a Classroom support services Employee is entitled to one rest break of 20 minutes, which will be counted as time worked.

57. Shiftwork

57.1 Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with cl.57.4.

57.2 Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in cl.47.3;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in cl.47.3, and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

57.3 Broken shifts

- (a) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

57.4 Rostering

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with cl.58—Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (d) Notwithstanding cl.57.4(c) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

58. Penalty rates

58.1 Shiftwork

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

58.2 Saturday and Sunday work

- (a) An Employee required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and

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- (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

58.3 The penalty rates within this clause and in cl.59—Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

59. Overtime

59.1 Overtime rates

- (a) An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

Time worked	Overtime rate
Monday–Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

- (b) Overtime will be calculated daily.

59.2 Time off instead of overtime payment

- (a) The Employer and an Employee may agree that an Employee will be provided with time off instead of being paid overtime.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

59.3 Make-up time

An Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided for.

Schedule A — Teacher Classifications

A.1 Duties of a Teacher

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.

A.2 Recognition of previous service

A.2.1 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule A - Teacher Salaries, according to qualifications and teaching experience. **Teaching experience** does not include employment as a teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program) or as a teacher in an English Language School. However, exceptions to this may be granted at the Principal's discretion.

A.2.2 A part-time Teacher employed for 40 per cent or less of a full-time teaching load will be required to complete 24 months' service before progressing to the next level.

A.2.3 In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

A.2.4 In the case of an Early Childhood Teacher, the following will count as service:

- (a) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
- (b) teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;
- (c) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
- (d) service as a diploma qualified childcare worker, at the rate of one year for every three years of service up to a maximum of four years.

A.3 Evidence of qualifications

The Employer may require that the Teacher provide documentary evidence of qualifications and teaching experience. The Employer may decline to recognise the relevant qualification or experience until such evidence is provided.

A.4 Progression

A.4.1 Advancement to the next incremental level will occur automatically on 1 February after 12 months of continuous service for a full-time teacher.

A.4.2 A Part-Time Teacher employed for 40 per cent or less of a full time teaching load will be required to complete 24 months' service before progressing to the next level.

A.4.3 A Teacher who is four year trained will commence on Level 1 of the salary scale in Schedule B – Teacher Salaries and progress according to normal years of service to Level 11.

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- A.4.4** A Teacher who is five year trained will commence on Level 2 of the salary scale in Schedule B – Teacher Salaries and progress according to normal years of service to Level 11 of the scale.
- A.4.5** All Permission to Teach Teachers as defined in cl.3 of this Agreement will commence on Level 1 of the salary scale in Schedule B. Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher’s notification, in writing, to the Principal.
- A.5 Additional Qualifications**
- A.5.1** A Teacher shall be entitled to advance up the incremental scale by one level if the Teacher has successfully completed the qualification of Masters Degree of Education or its equivalent or higher within their current teaching method.
- A.5.2** Where a Teacher obtains a second or subsequent Masters Degree of education or equivalent or higher, the Teacher will be entitled to advance a further subdivision in accordance with the provisions of this clause within their current teaching method.
- A.5.3** The qualification must be attained according to standards adopted and approved by Australian tertiary education institutions and must be equivalent to at least 1 year of full-time study.
- A.5.4** It is a requirement of this Agreement that the Teacher notifies the Employer in writing of the acquisition of additional qualifications together with the production of satisfactory evidence to this effect. Notwithstanding anything to the contrary an entitlement derived from the acquisition of additional qualifications shall not pre-date the date of notification.

Schedule B— Teacher Salaries

B.1 Annual rate of pay

The salary for a full-time Teacher will be determined in accordance with cl. 38— Classifications, and will be not less than the rate of pay prescribed by the following table. The relevant rate of pay becomes payable from the first pay period commencing on or after the date listed below.

Level	1 Feb 2023	1 Aug 2023	1 Feb 2024	1 Aug 2024	1 Feb 2025	1 Aug 2025	1 Feb 2026
	\$	\$	\$	\$	\$	\$	\$
1	76,663	77,813	78,981	80,165	81,368	82,588	84,240
2	78,672	79,852	81,050	82,266	83,500	84,752	86,447
3	81,576	82,800	84,042	85,302	86,582	87,881	89,638
4	84,585	85,854	87,141	88,448	89,775	91,122	92,944
5	87,707	89,023	90,358	91,714	93,090	94,486	96,376
6	90,943	92,307	93,692	95,097	96,524	97,972	99,931
7	94,298	95,712	97,148	98,605	100,084	101,586	103,617
8	97,779	99,245	100,734	102,245	103,779	105,335	107,442
9	101,387	102,908	104,451	106,018	107,608	109,222	111,407
10	105,127	106,704	108,305	109,929	111,578	113,252	115,517
11	113,723	115,429	117,160	118,918	120,701	122,512	124,962

B.2 Weekly rate of pay

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

B.3 Annual Leave Loading

The annual salary in Sch.B.1 does not include annual leave loading.

B.4 Part-time Teacher

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of cl.35.4.

B.5 Back pay

A Teacher employed on a full-time or part-time basis (whether ongoing or fixed-term) as at the operative date of the Agreement will be back paid to the first pay period commencing on or after 1 February 2023.

B.6 Casual Teacher

B.6.1 At the commencement of this Agreement, the salary payable to a casual Teacher will be:

- (a) for a full day, \$424; or
- (b) for a half day, \$212.

B.6.2 Provided that:

- (a) a casual Teacher in the School will be paid for a minimum of half a day, where a day is the usual required attendance time for a Teacher at the School and a half day is half the usual required attendance time.

B.6.3 Where a casual Teacher would otherwise be classified at Level 5 under the *Educational Services (Teachers) Award 2020* (Teachers Award), and is engaged to work 5 or more consecutive days, they will be paid the minimum rate applicable under the Teachers Award plus \$1.00 in addition to that rate. The Employer will apply the classification provisions under the Teachers Award to determine whether the casual teacher would be classified at Level 5.

Schedule C — Teacher Allowances**C.1 Head of Department**

A Head of Department position of responsibility is usually for 3 years but may vary according to the operational needs of the School.

The Category of a Department will not necessarily be known until such time as students have completed subject selections and class numbers have been determined.

RATING				
	1 point	2 points	3 points	4 points
Number of staff directly reporting to Head of Department	0 - 4	5 - 7	8 - 10	11+
Number of courses managed by Head of Department	1 - 4	5 - 8	9 - 12	13+
Number of students undertaking courses in the department	1 - 180	181 - 360	361 - 540	541+

	Points	Period allowance	From first pay period commencing on or after 1 February 2023 \$	From the first pay period commencing on or after 1 February 2024 \$	From the first pay period commencing on or after 1 February 2025 \$
Category A Department	12	6	10,112	10,800	11,150
	11	6		10,500	10,850
Category B Department	10	5	7,594	8,700	9,000
	9	5		8,200	8,450
	8	5		7,700	7,950
Category C Department	7	4	5,762	6,800	7,050
	6	4		6,400	6,600
	5	4		6,000	6,200

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Category D Department	4 or less	3	2,531	3,500	3,650
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Note: Each Head of Department has the right to call one (1) Department planning day per school year in negotiation with the Vice Principal. The planning day is to be taken as one (1) full day or two (2) half days.

C.2 Year Level Coordinator

The following allowance structure applies for School Teachers appointed as a Year Level Coordinator. The allowance will be payable from the first pay period commencing on or after 1 February of each year.

Variable Student Numbers	1 February 2023 Periods	From the first pay period commencing on or after 1 February 2023 \$	From the first pay period commencing on or after 1 February 2024 \$	From the first pay period commencing on or after 1 February 2025 \$
97+	8	10,112	10,800	10,800
73 – 96	7	7,645	8,200	8,200
49 – 72	6	6,551	7,000	7,000
0 – 48	5	5,470	5,800	5,800

Note: Each Year Level Coordinator has the right to call one (1) Year Level planning day per school year in negotiation with the Vice Principal. The planning day is to be taken as one (1) full day or two (2) half days.

C.3 Junior Primary School responsibility allowances – Levels P to 8

No. of students directly under your responsibility	No students directly under responsibility	Up to 60 students	61 - 164 students	More than 164 students
	0 points	1 point	2 points	3 points
No. of staff report to or have responsibility	Reports only to Head	2-3 staff	4-5 staff	6 or more staff
	0 points	4 points	5 points	6 points
Extra duties	5 points			

		Allowance \$	
		From the first pay period commencing on or after	
Category	Points range	1 February 2023	1 February 2024
A	1 - 5	1,548	1,640
B	6 - 10	2,388	2,531
C	11 +	5,436	5,762

C.4 Vehicle allowance

C.4.1 A Teacher required by the Employer to use the Teacher’s motor vehicle in the performance of duties must be paid the following allowances:

(a) Motor car

\$0.96 per kilometre with a maximum payment up to 400 kilometres per week.

(b) Motorcycle

\$0.31 per kilometre with a maximum payment up to 400 kilometres per week.

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- C.4.2** 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.

Schedule D— General Staff Classifications

D.1 Definitions

D.1.1 Definition 1: Supervision

- (a) **Close supervision:** clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
- (b) **Routine supervision:** direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
- (c) **General direction:** direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available.
- (d) **Broad direction:** direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required.

D.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

- (a) **Year 12** - Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.
- (b) **Trade certificate** - Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.
- (c) **Post-trade certificate** - A course of study over and above a trade certificate and less than a Certificate IV.
- (d) **Certificates I and II** - Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
- (e) **Certificate III** - A course that provides a range of well-developed skills and is comparable to a trade certificate.
- (f) **Certificate IV** - A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

- (g) Diploma** - A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.
- (h) Advanced diploma** - A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.
- (i) Degree** - A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

F.1.3 Definition 3: Classification dimensions

(a) Competency - The skill, complexity and responsibility of tasks typically required at each classification level.

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

(c) Level of supervision - This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

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

(e) Occupational equivalent - Examples of occupations typically falling within each classification level.

(f) Typical activities - Examples of activities typically undertaken by employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

D.2 Classifications

D.2.1 Level 1

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

- (a) Competency** - Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of

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actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

- (b) Judgment, independence and problem solving** - The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.
- (c) Level of supervision** - Close supervision or, in the case of more experienced employees working alone, routine supervision.
- (d) Training level or qualifications** - An employee is not required to have formal qualifications or work experience upon engagement. An employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the employees with whom the employee will be working.
- (e) Typical activities**

- (i) Classroom support services grade 1**

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

Occupational equivalent: teacher aide/assistant, integration aide/assistant, ELC Co-Educator

F.2.2 Level 2

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

- (a) Competency** - Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.
- (b) Judgment, independence and problem solving** –
 - (i)** Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

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

(c) Level of supervision

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

(d) Training level or qualifications - Level 2 duties typically require:

- (i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- (ii) completion of Year 12 without work experience;
- (iii) completion of Certificates I or II with work related experience; or
- (iv) an equivalent combination of experience and training.

(e) Typical activities

(i) Classroom support services grade 2

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

Occupational equivalent: teacher aide/assistant, integration aide/assistant, ELC Co-Educator

(ii) Curriculum/resources services grade 1

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to teachers

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- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed

Occupational equivalent: library assistant, laboratory assistant, ELC Co-Educator, technology centre assistant

D.2.3 Level 3

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

- (a) **Competency** - Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
- (b) **Judgment, independence and problem solving** - Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.
- (c) **Level of supervision** - In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.
- (d) **Training level or qualifications** - Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:
 - (i) completion of a trades certificate or Certificate III;
 - (ii) completion of Year 12 or a Certificate II, with relevant work experience; or
 - (iii) an equivalent combination of relevant experience and/or education/training.Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.
- (e) **Typical activities**
 - (i) **Classroom support services grade 3**
 - Undertaking some responsibility for other employees in the work area
 - Providing assistance or guidance to other employees in the work area

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- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students

Occupational equivalent: library assistant, teacher aide/assistant, integration aide/assistant, ELC Co-Educator

(ii) Curriculum/resources services grade 2

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

Occupational equivalent: library technician, laboratory technician, technology centre technician

D.2.4 Level 4

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

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

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equipment, work organisation, services, actions and achieving outcomes within time constraints.

- (b) **Judgment, independence and problem solving** - Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.
- (c) **Level of supervision** - Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.
- (d) **Training level or qualifications** - Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
- (i) completion of a diploma level qualification with relevant work related experience;
 - (ii) completion of a Certificate IV with relevant work experience;
 - (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
 - (iv) completion of a Certificate III with extensive relevant work experience; or
 - (v) an equivalent combination of relevant experience and/or education/training.
- (e) **Typical activities**

(i) **Curriculum/resources services grade 3**

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

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

D.2.5 Level 5

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

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

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

- (b) Judgment, independence and problem solving** - Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions.
- (c) Level of supervision** - Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.
- (d) Training level or qualifications** - Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
 - (i)** completion of a degree without subsequent relevant work experience;
 - (ii)** completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
 - (iii)** completion of a diploma qualification and at least two years' subsequent relevant work experience;
 - (iv)** completion of a Certificate IV and extensive relevant work experience;
 - (v)** completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
 - (vi)** an equivalent combination of relevant experience and/or education/training.
- (e) Typical activities**
 - (i) Curriculum/resources services grade 4**
 - Providing specialist technical advice, direction and assistance in the employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level

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

Schedule E — General Staff Salaries**E.1 Annual rates of pay**

The Employer will pay an adult Employee with six weeks leave not less than the annual rate of pay specified for the Employee's classification prescribed by the following table. The relevant rate of pay becomes payable from the first pay period commencing on or after the date listed below

E.1.1 6 weeks leave salary scale

Level	1 Feb 2023	1 Aug 2023	1 Feb 2024	1 Aug 2024	1 Feb 2025	1 Aug 2025	1 Feb 2026
	\$	\$	\$	\$	\$	\$	\$
1.1	45,704	46,390	47,085	47,792	48,509	49,236	50,221
1.2	47,201	47,909	48,627	49,357	50,097	50,849	51,866
1.3	48,747	49,479	50,221	50,974	51,739	52,515	53,565
1.4	50,344	51,099	51,866	52,643	53,433	54,235	55,319
2.1	50,758	51,519	52,292	53,077	53,873	54,681	55,774
2.2	52,423	53,209	54,007	54,817	55,639	56,474	57,604
2.3	54,140	54,952	55,777	56,613	57,462	58,324	59,491
2.4	55,914	56,752	57,604	58,468	59,345	60,235	61,440
3.1	55,732	56,568	57,416	58,277	59,151	60,039	61,239
3.2	57,556	58,419	59,296	60,185	61,088	62,004	63,244
3.3	59,442	60,334	61,239	62,158	63,090	64,036	65,317
3.4	61,390	62,311	63,245	64,194	65,157	66,134	67,457
4.1	63,219	64,168	65,130	66,107	67,099	68,105	69,467
4.2	65,291	66,270	67,264	68,273	69,297	70,337	71,744
4.3	67,430	68,441	69,468	70,510	71,567	72,641	74,094
4.4	69,640	70,684	71,745	72,821	73,913	75,022	76,522

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5.1	67,718	68,733	69,764	70,811	71,873	72,951	74,410
5.2	69,937	70,986	72,051	73,131	74,228	75,342	76,849
5.3	72,227	73,311	74,410	75,526	76,659	77,809	79,365
5.4	74,594	75,713	76,849	78,001	79,171	80,359	81,966

E.2 All School Holidays salary scale

E.2.1 Annual rates of pay

The Employer will pay an adult Employee in receipt of school holidays not less than the annual rate of pay specified for the Employee's classification prescribed by the following table. The relevant rate of pay becomes payable from the first pay period commencing on or after the date listed below

Level	1 Feb 2023	1 Aug 2023	1 Feb 2024	1 Aug 2024	1 Feb 2025	1 Aug 2025	1 Feb 2026
	\$	\$	\$	\$	\$	\$	\$
1.1	41,293	41,913	42,541	43,179	43,827	44,485	45,374
1.2	42,646	43,286	43,935	44,594	45,263	45,942	46,861
1.3	44,044	44,704	45,375	46,055	46,746	47,447	48,396
1.4	45,486	46,169	46,861	47,564	48,278	49,002	49,982
2.1	47,006	47,712	48,427	49,154	49,891	50,639	51,652
2.2	48,547	49,275	50,014	50,765	51,526	52,299	53,345
2.3	50,137	50,889	51,653	52,428	53,214	54,012	55,092
2.4	51,780	52,556	53,345	54,145	54,957	55,781	56,897
3.1	51,593	52,367	53,153	53,950	54,759	55,581	56,692
3.2	53,283	54,083	54,894	55,717	56,553	57,401	58,549
3.3	55,029	55,855	56,693	57,543	58,406	59,282	60,468
3.4	56,831	57,684	58,549	59,427	60,319	61,224	62,448
4.1	58,504	59,382	60,273	61,177	62,094	63,026	64,286
4.2	60,421	61,328	62,247	63,181	64,129	65,091	66,393
4.3	62,400	63,336	64,286	65,251	66,229	67,223	68,567
4.4	64,445	65,412	66,393	67,389	68,400	69,426	70,815

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5.1	62,646	63,586	64,540	65,508	66,491	67,488	68,838
5.2	64,699	65,669	66,654	67,654	68,669	69,699	71,093
5.3	66,819	67,822	68,839	69,871	70,919	71,983	73,423
5.4	69,008	70,043	71,094	72,160	73,242	74,341	75,828

E.3 Back pay

A General Staff Employee employed on a full-time or part-time basis (whether ongoing or fixed-term) as at the operative date of the Agreement will be back paid to the first pay period commencing on or after 1 February 2023.

E.4 Annual rate of pay

The annual salary will be determined by multiplying the weekly rate of pay by 52.18 and rounding to the nearest dollar amount.

E.5 Commencement level and progression

(a) The commencement level for an Employee will be as follows:

Classification	Commencement level
Classroom support services grade 1	Level 1.1
Classroom support services grade 2	Level 2.1
Curriculum/resources services grade 1	
Classroom support services grade 3	Level 3.1
Curriculum/resources services grade 2	
Curriculum/resources services grade 3	Level 4.1
Instructional services grade 1	Level 4.2
Curriculum/resources services grade 4	Level 5.1

(b) Advancement to the next increment within the appropriate level will take place on the anniversary of a Classroom support services Employee's or Curriculum/resources services Employee's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School year.

(c) A Classroom support services Employee or a Curriculum/resources services Employee employed for 50 per cent or less of full-time working hours will be required to complete 24 months' continuous service before advancement.

(d) Service for the purposes of this clause will include all service in any other school at the grade to which the General Staff Employee is appointed. The General Staff Employee must be able to substantiate such service upon request.

E.6 Junior Employees

A junior Employee is to be paid at the following percentage of the appropriate adult rate of pay for the position performed.

Age	% of adult rate
Under 17 years of age	50

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

Schedule F — General Staff Allowances

F.1 First aid allowance

F.1.1 Application

An Employee who is designated by the Employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance of:

- (a) 1.65% of the standard rate per annum; or
- (b) 1/240th of the allowance in Sch.F.1.1(a), if designated on a per day basis.

F.1.2 Excluded Employees

This allowance does not apply to:

- (a) an Employee employed exclusively as a first aid officer; or
- (b) an Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

F.2 Meal allowance

Where an Employer requires an Employee:

- (a) to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the Employee. The exceptions to this are:
 - (i) if an Employee could reasonably return home for a meal; or
 - (ii) if it is not possible to provide a meal, the Employer will pay a meal allowance of \$25.00 to the Employee.

F.3 Vehicle allowance

F.3.1 An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties must be paid the following allowances:

- (a) Motor car
\$0.96 per kilometre with a maximum payment as for 400 kilometres per week.
- (b) Motorcycle

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\$0.31 per kilometre with a maximum payment as for 400 kilometres per week.

- F.3.2** Where an Employer provides a motor vehicle which is used by an Employee in the performance of the Employee's duties, the Employer must pay all expenses including registration, running and maintenance.

EXECUTED as an agreement this 27th day of July 2023

EMPLOYER REPRESENTATIVE

Signed: [Signature]

Date: 26/07/2023

Name in full (printed): BRADLEY STUART FRY

Position title: PRINCIPAL

Authority to sign explained: EMPLOYER REPRESENTATIVE LEADER AND CEO.

Address: 90 ALEXANDRA RD RINGWOOD EAST 3135

Witnessed by: Jason McManus [Signature]

Witness name in full: Jason Andrew McManus

Witness address: 90 Alexandra Rd Ringwood East 3135

EMPLOYEE REPRESENTATIVE

Signed: [Signature]

Date: 27/07/2023

Name in full (printed): ALEX PITCHER

Position title: SECONDARY TEACHER

Authority to sign explained: EMPLOYEE REPRESENTATIVE

Address: 90 ALEXANDRA ROAD RINGWOOD EAST 3135

Witnessed by: [Signature]

Witness name in full: LAKSHANYA VASAN

Witness address: 90 Alexandra Rd Ringwood East 3135