



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Toorak College Limited
(AG2021/8908)

TOORAK COLLEGE LIMITED AGREEMENT 2022 - 2024

Educational services

DEPUTY PRESIDENT DEAN

CANBERRA, 5 JANUARY 2022

Application for approval of the Toorak College Limited Agreement 2022 - 2024.

[1] An application has been made for approval of an enterprise agreement known as the *Toorak College Limited Agreement 2022 - 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Toorak College Limited. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 January 2022. The nominal expiry date of the Agreement is 31 December 2024.

The text block contains a handwritten signature in cursive script on the left, which appears to be 'De'. To the right of the signature is the official seal of the Fair Work Commission. The seal is circular with a double border. The outer border contains the text 'THE SEAL OF THE FAIR WORK COMMISSION' in capital letters. The inner circle features the Australian coat of arms, with a kangaroo on the left and an emu on the right flanking a shield, topped with a seven-pointed star. Below the coat of arms, the word 'AUSTRALIA' is written.

DEPUTY PRESIDENT

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**TOORAK COLLEGE
LIMITED**

**ENTERPRISE AGREEMENT
2022 – 2024**

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Part 1 – Application and Operation

1. Title

This Agreement is to be known as the Toorak College Limited Agreement 2022 – 2024 ('the Agreement') and is a Single Enterprise Agreement made pursuant to section 172 (2) of the *Fair Work Act 2009 (Cth.) (the Act)*.

2. Commencement and Period of Operation

2.1. Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by *Fair Work Commission (FWC)*, in accordance with section 54 of the Act.

2.2. The nominal expiry date of the Agreement is 31 December 2024.

3. Definitions and Interpretations

Act	means the <i>Fair Work Act 2009 (Cth)</i> or its successor
Awards	means the <i>Educational Services (Teachers) Award 2020</i> and <i>Educational Services (Schools) General Staff Award 2020</i> or their successor
Boarding Supervision Services	means a General Staff Employee whose principal duties are to support the operation of the School's boarding house in relation to the supervision of students
Casual Employee	means an Employee who is engaged and paid as such
Casual Teacher	means a Teacher who is engaged on a casual basis for a period not exceeding four weeks. Provided that such casual engagement may continue beyond four weeks for a further four weeks where the Casual Teacher is replacing a Teacher absent for a period which extends beyond four weeks (and such longer absence was not anticipated when the Casual Teacher was engaged)
Classroom Support Services	means a General Staff Employee whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students
Continuous Service	means all service for which paid leave was applicable. Paid leave includes, but is not limited to personal leave (sick leave and carer's leave), infectious diseases leave and compassionate leave, non-term weeks, annual leave, long service leave, qualification conferral leave and leave during which accident make up payments are being received by the Employee. Periods of unpaid leave do not count as service, except at the discretion of the School. Periods of unpaid leave do not break continuous employment but do not count as continuous service.
Curriculum/Resource Services	means a General Staff Employee who is ancillary to the process of teaching and includes but is not limited to audio-visual

	technicians, audio-visual coordinators, laboratory technicians, laboratory managers, library technicians, libraries, library assistants and visual arts technicians
Employee	means a person covered by this Agreement
Employer	means Toorak College Limited
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher. Experience is deemed to commence at the date on which a 'qualified' person first receives a teaching appointment. Teaching experience does not include employment as a teacher in a TAFE program unless the teacher is employed to teach a Vocational Educational Training (VET) program or in an English Language School. <i>For an early childhood teacher, 'Experience' means experience as an early childhood or primary school teacher and is deemed to commence at the date on which the 'qualified' person first receives an early childhood or primary teaching appointment</i>
Fixed Term Employee	means an Employee employed pursuant to clause 44.6
Fixed Term Teacher	means a Teacher employed to work full time or part time for a specified period which is not more than a full school year, but not less than four school weeks
Full Time Employee	means any Employee, other than a Casual or Part Time Employee, who is employed to work 38 hours per week or as otherwise prescribed in clause 44.4
Full Time Teacher	means any Teacher other than a Casual, Part Time or Fixed Term Teacher
FWC	means the <i>Fair Work Commission</i> or its successor
General Staff Employee	means an Employee other than a Teacher who is covered by this Agreement. Casual Instrumental Music Teachers are classified as General Staff Employees under this Agreement.
Immediate Family	means: <ul style="list-style-type: none"> (i) a spouse (including a former spouse, a defacto spouse and a former defacto spouse) of the Employee. A defacto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and (ii) a child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse or defacto spouse of the Employee.
Instructional Services	means a General Staff Employee, other than a qualified Teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff.

Kindergarten Program	means the early childhood educational program for three, four and five-year old children. The early childhood program does not include childcare services
NES	means the <i>National Employment Standards</i> contained at Part 2-2 of the Act
Non-Term Weeks	means weeks, or part thereof, in the School year other than term weeks and include periods designated as school holidays.
Nursing Services	means a General Staff Employee who is a registered nurse in the relevant State/Territory and is employed as such.
Part Time Employee	means an Employee who works a constant number of hours each week which is less than 38 hours per week or as otherwise prescribed in clause 44.5
Part Time Teacher	means a Teacher who is engaged to work regularly, but for less than a full school week and not more than 0.9 of the normal hours which a Full Time Teacher at the School is required to teach
Permission to Teach	means a person who is granted Permission to Teach by the <i>Victorian Institute of Teachers</i> pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i> or its successors.
Preschool/Childcare Services	means a General Staff Employee (other than a qualified preschool/early childhood teacher) whose principal duties are to work with children in the preschool, early learning centre or kindergarten (however titled) operated by the School for pre-primary aged children, a childcare centre or an outside school hours care program
Principal	means the Principal of the School or his or her nominee
Regulations	means <i>Fair Work Regulations 2009 (Cth)</i> or its successor
School	means <i>Toorak College Limited</i>
School Administration Services	Means a General Staff Employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management
School Holidays	means non term weeks as determined by the School and announced no later than the last day of Term 1 of the year preceding commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools
School Operational Services	means a General Staff Employee whose principal duties are to support the other services of the School, including but not limited to: <ul style="list-style-type: none"> (i) construction, plumbing, carpentry, painting and other trades; (ii) cleaning, maintenance, school facility management; (iii) security, caretaking; (iv) gardening, turf management, farming; (v) retailing—canteens, uniform shops, book shops;

	(vi) cooking/catering, housekeeping, laundry; and (vii) bus driving and vehicle maintenance
School Service Date	means the date from which Teachers are paid at the commencement of the School Year in their first year of service with the School
School Year	means the twelve months from the day that Employees are required by the School to attend the School for the new educational year or the calendar year, as determined by the School and includes term weeks and non-term weeks
Teacher	means a person who holds Full or Provisional Registration granted by the <i>Victorian Institute of Teaching</i> pursuant to the <i>Education Training and Reform Act 2006 (Vic)</i> or its successor and is employed to teach. This definition also includes: <ul style="list-style-type: none"> (i) a qualified teacher librarian, (ii) a person employed as an early childhood teacher, (iii) a person who has Permission to Teach granted by the <i>Victorian Institute of Teaching</i> and is employed in the School's programs for instrumental music (excluding sessional music instruction), sport (excluding team coaching) religious instruction, VET in Schools and Languages Other than English programs but excluding a person employed as a Principal, Deputy Principal, Head of Senior School or Head of Junior School, (iv) an Instrumental Music Teacher who is employed on an ongoing Full Time or Part Time Basis
Term Weeks	means the weeks or part thereof, in the School Year that students are required to attend school and including designated student free days as set out in the School calendar of the School
Union	means the Independent <i>Education Union of Australia Victoria Tasmania Branch</i>
Wellbeing Services	means a General Staff Employee who is ancillary to the process of teaching and includes school counsellors, guidance officers, youth welfare officers, speech therapists and occupational therapists

4. Coverage

4.1. This Agreement covers:

- (a) Toorak College Limited;
- (b) Teachers including early childhood teachers and Permission to teach Teachers;
- (c) General Staff Employees.

4.2. This Agreement does not cover:

- (a) The Principal;
- (b) Deputy Principal, Head of Senior School and the Head of Junior School (however titled);
- (c) Director of Business (however titled);
- (d) Director of School Operations (however titled);
- (e) Director of International Education and Boarding (however titled);
- (f) Any other position (however titled) that is an Executive Leadership position.

5. Relationship to Awards

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

6. No Extra Claims

The Employers and Employees agree that the salary increase and other improvement in conditions of employment provided 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 set out in Clause 2.2.

7. The National Employment Standards

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

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

8. Individual Flexibility Agreement

8.1. Notwithstanding any other provision of this Agreement, the Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of certain terms of this Agreement if:

- (a) The agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) annual leave loading.
- (b) The arrangement meets the genuine needs of the Employer and the Employee in relation to one or more of the matters mentioned in clause 8.1(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 are about permitted matters under s172 of the Act and are not unlawful terms under s 194 of the Act and result in the Employee being better off overall than the Employee would be if no arrangement was made.

8.3. The Employer must ensure that the individual flexibility arrangement is:

- (a) in writing; and
- (b) includes the name of the Employer and the Employee; and
- (c) is signed by the Employer and the Employee and if the Employee is under 18 years of age signed by the 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.
- (e) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) The Employer or the Employee may terminate the individual flexibility arrangement:

- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and the Employee agree in writing at any time.
- (g) The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- (h) An Employee is entitled to appoint a representative of his or her choice for the purposes of negotiating an agreement under this clause.
- (i) The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Employer and an individual Employee contained in any other term of this Agreement.

Part 2 – Consultation and Dispute Resolution

9. Consultation Regarding Major Change

9.1. This clause applies if the Employer:

- (a) has made a 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 the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

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

- (a) The Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) Clauses 9.3 to 9.9 apply; and
- (c) Prior to making decisions on the details of the changes and prior to implementing the changes the Employer will consult with relevant Employees and their Representatives.

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

9.4. If:

- (a) an Employee or Employees appoint a Representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the Representative;

the Employer must recognise the representative.

9.5. As soon as practicable after making a decision to introduce major change the Employer must:

- (a) Discuss with the relevant employees:
 - (i) the reasons for the change;
 - (ii) the impact of the introduction of the change;
 - (iii) alternative suggestions by Employees and their representatives;

- (iv) the effect the change is likely to have on Employees; and
 - (v) measures to avert or mitigate any adverse effects of such changes on Employees.
- (b) For the purposes of the discussion – provide, in writing, to the relevant Employee and their representatives if requested:
 - (i) the nature of the changes proposed;
 - (ii) the reasons for the changes;
 - (iii) the expected effects of the changes on Employees; and
 - (iv) any other matters likely to affect Employees
- 9.6. However, the Employer is not required to disclose confidential information which would be detrimental to the School’s interests
- 9.7. If a clause in this Agreement provides for a major change to production, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 9.2(a) and clauses 9.3 to 9.5 are taken not to apply.
- 9.8. 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 provided that changes to teaching loads of 0.2 FTE or less do not constitute major change; or
 - (e) The need to retrain Employees; or
 - (f) The need to relocate Employees to another workplace; or
 - (g) The restructuring of jobs.

Change to regular roster or ordinary hours of work

- 9.9. For a change referred to in clause 9.1(b):
 - (a) The Employer must notify the relevant Employees of the proposed change; and

- (b) Clauses 9.10 to 9.14 apply.
- 9.10. The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.
- 9.11. 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.
- 9.12. 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 that change is proposed to commence); and
 - (ii) Information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (c) Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.13. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.14. The Employer must give consideration to matters raised about the change by the relevant Employees.
- 9.15. For the purposes of clause 9.9 to 9.14, a School’s educational timetable in respect of academic classes and student activities, which:
- (a) May operate on a term, semester or a School Year basis, and
 - (b) Ordinarily changes between one period of operation and the next, and
 - (c) May change during the period of operation,

is not a regular roster.

9.16. However, where a change to a School's educational timetable directly results in a change to:

- (a) The number of ordinary hours of work of an Employee, or
- (b) The spread of hours over which the Employee's ordinary hours are required to be worked, or
- (c) The days over which the Employee is required to work,

Clauses 9.9 to 9.14 will apply.

In this clause:

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

10. Dispute Resolution

Subject to the provisions of the Act all grievances or disputes in relation to matters arising under this Agreement or the NES shall be dealt with in the following manner:

- (a) Any grievance or dispute which arises shall, where possible, be settled by discussion between the Employee and the Principal or his/her nominee in accordance with any procedures that have been adopted by the School.
- (b) Should the matter not be resolved, it may be referred by either party to FWC, or any other person agreed between the parties, for conciliation.
- (c) During conciliation FWC may:
 - (i) arrange conferences of the parties or their representatives at which FWC is present, and
 - (ii) FWC may require the attendance of the parties or their representatives, and
 - (iii) arrange for the parties or their representatives to confer among themselves at conferences at which FWC is not present, and
- (d) if requested by a party, make non-binding recommendations to settle the dispute. Such recommendations shall not be binding on the parties to the dispute and shall not affect any other remedies the parties may have in relation to the dispute.
- (e) If the dispute remains unresolved following conciliation the matter may proceed to arbitration by FWC.

- (f) An Employee who is a party to a dispute must, while the dispute is being resolved:
 - (i) continue to work in accordance with his or her contract of employment, unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) comply with any reasonable direction given by the School to perform other available work.
- (g) In directing an Employee to perform other available work, the School must have regard to:
 - (i) the provisions (if any) of the law of the Commonwealth or of the State of Victoria dealing with occupational health and safety that apply to that Employee or that other work; and
 - (ii) whether that work is appropriate for the Employee to perform.
- (h) An Employee who is party to the dispute may appoint a representative for the purposes of the procedures in this clause.

11. Consultative Committee

11.1. The School and Employees are committed to retaining an effective means of communication within the School and to advance this objective will operate a Consultative Committee. It is acknowledged that the overall purpose of consultation is to provide an environment for communication about matters that affect Employees. It shall not normally discuss individual matters or grievances except in confidence where it is agreed that these matters are representative of broader issues. The Committee holds no decision making authority.

11.2. The Committee will consist of:

- (a) the Principal,
- (b) the Director of Business,
- (c) one additional nominee of the Principal,
- (d) one Employee subject to this Agreement categorised as a General Staff Employee and elected by Employees categorised as General Staff Employees,
- (e) two Teachers representative of the Junior School and the Senior School and elected by Employees categorised as Teachers, and
- (f) two nominees of the Union being one Teacher and one General Staff Employee member.

11.3. Election of Representatives

- (a) The School will call for nominations as part of the process to establish the Consultative Committee in accordance with clause 11.1.
- (b) Any Employee who is subject to this Agreement may nominate for election as the General Staff Employee or Teacher Representative.
- (c) Nominees for election will be submitted to a ballot of all eligible Employees.
- (d) Voting is not compulsory.
- (e) The nominee with the majority of votes cast will be elected as the Representative. In the case of an equality of votes a second ballot will be held between the nominee who received the highest number of votes and the nominee who received the second highest number of votes.
- (f) Where a second ballot fails to determine which nominee is to be appointed as the Representative the nominees must draw lots.

11.4. Term of Elected Representatives

- (a) The Representatives elected in accordance to clause 11.3 will hold office for a maximum of eight School Terms.
- (b) The Representatives elected may resign their office at any time by notice in writing to the Principal.
- (c) On the expiry of the period of, or on the resignation from, office of the elected Representative, a new representative will be elected in accordance with the procedure at clause 11.3.

11.5. The Committee shall meet at least once per semester, and at other such times as requested by either the Principal or any two Representatives and will consult over any matters of significance referred to it (either by staff or the Principal) including but not limited to:

- (a) Matters arising regarding the implementation of this Agreement,
- (b) Interpretation of this Agreement,
- (c) School policies and procedures,
- (d) Health and safety, and
- (e) Other staff concerns that affect employment.

Part 3 – Conditions for all Employees

12. Salaries

- 12.1. The salaries in Schedules 1 and 2 contain the following salary increases to apply from the first pay period commencing on or after 1 February in the relevant year as follows:
- (a) From 2022 to 2024 a 2.50% per annum base increase will be applied;
 - (b) From 2022 to 2024 an additional per annum increase of 0.50% will be applied if enrolments are maintained at or above 860 Full Time Equivalent (FTE) students;
 - (c) From 2022 to 2024 an additional per annum increase of 0.50% will be applied if enrolments are maintained at or above 880 FTE students.
- 12.2. If the increase in clause 12.1(b) and/or clause 12.1(c) is achieved the cumulative annual salary becomes the base salary for any increase applied in the subsequent year.
- 12.3. For the purposes of this Agreement maintenance of enrolments is defined as:
- (a) Enrolments from 3 Year Old Early Learning Centre (ELC) to Year 12
 - (b) Enrolments are based on confirmed student numbers on the first student day of Term 1 each year.
 - (c) Enrolments are based on the same criteria reported in the *Department of Education and Training (the Department)* school Census.
 - (d) For the purposes of recognising enrolments the FTE is measured on a pro-rata basis. (For example, an ELC student attending 2 days per week is $2/5 = 0.4$ FTE)

13. Remuneration Packaging

- 13.1. The School may wish to facilitate the provision of salary and benefit packages to individual Employees covered by this Agreement.
- 13.2. For the purposes of this clause:
- (a) Benefits means the benefits nominated by the Employee from the benefits provided by the School and listed in clause 13.4(c);
 - (b) Benefit Value means the amount specified by the School as the cost to the School of the Benefit provided including Fringe Benefit Tax, if any; and
 - (c) Fringe Benefit Tax means tax imposed by the Fringe Benefits Tax Act 1986.
- 13.3. Except as provided by this clause, an Employee covered by this Agreement must be employed at a salary based on a rate of pay and otherwise on terms and conditions, not less than those prescribed by this Agreement.

- 13.4. The School may offer to provide and the Employee may agree in writing to accept:
- (a) the Benefits nominated by the Employee; and
 - (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the Employee under clause 37.1 for Teachers or clause 44.1 for General Staff Employees, in the absence of an agreement under this clause 13.4.
 - (c) The available Benefits are those made available by the School from the following list:
 - (i) superannuation;
 - (ii) other benefits offered by the School.
 - (d) The School must advise the Employee in writing of the Benefit Value before the agreement is entered into.

14. Superannuation

The Employer makes superannuation contributions in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should an Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to the default fund NGS Super or its nominated successor fund.

15. Minimum Employment Period

- 15.1. An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period as defined in the FW Act. Performance management and conduct management processes do not apply during the minimum employment period.
- 15.2. If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer will provide 2 weeks' notice for the Employee or payment in lieu of notice but does not need to comply with any due process or performance management policies or procedures in place from time to time or clauses 30 – Managing Unsatisfactory Performance and 31 – Inappropriate or Unacceptable Conduct. However prior to any termination of employment the School will meet with the Employee and the Employee will have the right to reply to any concerns raised and the right to have a representative present.
- 15.3. Employees wishing to resign during the first six months of employment need to provide 2 weeks' notice.

16. Personal/carers Leave

16.1. Entitlement

- (a) Personal leave is provided in accordance with the NES except where this Agreement provides ancillary or supplementary terms.
- (b) Employees are entitled to 15 days of paid personal leave which includes both sick and carer's leave for each year of service. The amount of personal leave accrues as follows:
 - (i) in the first year of service, six days during the first term worked and thereafter, three days at the commencement of each subsequent school term; and
 - (ii) in the second and subsequent year of service, 15 days at the commencement of that year.
- (c) Paid sick leave is taken by the Employee because of personal illness or injury.
- (d) Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

16.2. Notice of Absence

Employees are required to notify the Employer of their inability to attend for duty prior to or as soon as practicable after their scheduled start time (unless a genuine reason exists for not giving such notice). Employees should also inform the Employer of the reason for the absence and the estimated duration of the absence. In the case of carer's leave, Employees are also required to indicate the name of the person requiring care and support and that person's relationship to the Employee.

16.3. Evidence Supporting Personal Leave Claim

- (a) The Employer may require:
 - (i) the Employee to produce a medical certificate or other evidence satisfactory to the Employer for any absence of more than two consecutive days;
 - (ii) the Employee to provide a medical certificate or other evidence satisfactory to the Employer for any absence continuous with a public or school holiday to which the Employee is entitled and which would not otherwise require the production of a certificate;

- (iii) the Employee to produce a medical certificate or other evidence satisfactory to the Employer where the number of days of paid personal/sick leave already taken without the production of a medical certificate or other evidence satisfactory to the Employer exceeds 5 days in a School Year.

16.4. Evidence supporting carer's leave claim

If required by the School, Employees must produce a medical certificate, statutory declaration or other documentation acceptable to the School indicating the nature of the illness of the member of the Employee's immediate family or household member and confirming that the illness is of a nature as to require care by another.

16.5. Paid personal leave for Part Time Employees

Part Time Employees are entitled to paid personal leave on a pro rata basis.

16.6. Carer's entitlement for Casual Employees

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

16.7. Unpaid carer's leave

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

17. Parental Leave

17.1. General Provisions

Employees are entitled to take parental leave in accordance with the provisions of the NES in the Act, subject to the limitations and conditions contained in the Act.

17.2. Paid Parental Leave for birth-related leave

- (a) An Employee who takes unpaid birth-related leave under the provisions of the Act must be paid under this clause 17.2.
- (b) The amount of paid leave for an Employee with less than 12 months continuous service shall be six weeks;
- (c) The amount of paid leave for an Employee with more than 12 months continuous service shall be fourteen weeks.

- (d) If an Employee has taken a previous period of birth-related leave, the Employee is not entitled to the benefit described in this clause 17.2 for a consecutive period of birth-related leave unless the Employee returns to work at the School following the previous period of birth-related leave for a period of not less than 38 consecutive school weeks or four consecutive school terms continuous service. However, the Employee will be entitled to unpaid birth-related leave in accordance with the Act.
- (e) The Employee must be paid:
 - (i) at the rate the Employee was paid at the time of commencing leave;
 - (ii) at the usual times and intervals that other Employees are paid at the School or if the Employee asks, two weeks in advance and if the School agrees, in a lump sum.
- (f) The School must pay the first or lump sum payments at the pay period commencing closest to:
 - (i) six weeks before the anticipated date of birth; or
 - (ii) if the birth occurs before the time referred to in clause 17.2(f)(i), the date of birth; or
 - (iii) if the Employee has not commenced birth-related leave at the time referred to in clause 17.2(f)(i), when the Employee commences leave.
- (g) If an Employee's pregnancy is terminated other than by the birth of a living child:
 - (i) more than 20 weeks before the anticipated date of birth, the Employee is not entitled to the payment;
 - (ii) less than 20 weeks before the anticipated date of birth, the Employee is entitled to the payment while she remains on leave.
- (h) Any period of birth-related leave that exceeds 52 weeks will not count as a period of service under this Agreement.
 - (i) An Employee must give notice of the intention to take birth-related leave, and provide other notice and documentation, as required by the Act.

17.3. Paid Partner Leave for the Non-Primary Caregiver

- (a) An Employee who is the non-primary care giver and takes unpaid leave under the provisions of the Act must be paid under this clause 17.3.

- (b) An Employee shall be entitled to five days paid leave commencing on the day of birth of his or her child or on the day on which his or her spouse leaves hospital following the birth. ("Spouse" means a spouse as defined in clause 3 - Definitions and Interpretations)
- (c) An Employee who takes paid leave in accordance with clause 17.3(b) may request an additional five days pro-rata paid leave. This paid leave is to be taken immediately following the initial grant and is to be deducted from the Carer's leave available to the Employee pursuant to clause 16.
- (d) An Employee must give notice of the intention to take leave, and provide other notice and documentation, as required by the Act.
- (e) A period of unpaid leave will not count as a period of service under this Agreement or any statute.

17.4. Paid Adoption-related Leave

- (a) An Employee who takes unpaid adoption-related leave under the provisions of the Act must be paid under this clause 17.4.
- (b) The amount of paid leave for an Employee with less than 12 months continuous service shall be six weeks.
- (c) The amount of paid leave for an Employee with more than 12 months continuous service shall be fourteen weeks.
- (d) If the Employee takes a period of adoption-related leave under the Act which is less than the amount specified in clause 17.4(b) or 17.4(c) the Employee shall be entitled to that lesser amount of paid leave.
- (e) The payment prescribed in clause 17.4(b) or 17.4(c) above shall only be payable in respect of one adopting parent of a child.
- (f) Any period of paid adoption-related leave exceeding 52 weeks will not count as a period of service under this Agreement.
- (g) An Employee must give notice of the intention to take adoption-related leave, and provide other notice and documentation, as required by the Act.

17.5. Casual Employees

- (a) The Employer must not fail to re-engage an Eligible Casual Employee because:
 - (i) the Employee or the Employee's spouse is pregnant; or
 - (ii) the Employee is or has been immediately absent on parental leave.
- (b) The rights of the Employer in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

17.6. Extension of Unpaid Parental Leave

Where requested by an Employee entitled to parental leave the Employer will allow the Employee to extend the period of unpaid parental leave for a further period of twelve months up to a maximum period of two years. This extension does not limit the rights of the Employee to request an extension in accordance with clause 17.7.

17.7. Right to Request

- (a) An Employee entitled to parental leave may request that the Employer allow the Employee a change in working arrangements (including a change to Part Time Employment) for the purpose of assisting the Employee to care for a child who is school age or under or for a child under the age of 18 years who has a disability.
- (b) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace, or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer services.
- (c) The Employee's request and the Employer's decision made under clause 17.7(b) must be recorded in writing.
- (d) Where an Employee wishes to make a request under clause 17.7(a) such a request should be made as soon as possible before the date on which the Employee is due to return to work from parental leave.

17.8. Communication during parental leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- (i) make the information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) Provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a Part Time basis.
- (c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 17.8(a).

17.9. Transfer to a Safe Job

- (a) This clause applies to an Employee who is:
- (i) pregnant, and
 - (ii) is entitled to take unpaid parental leave, and
 - (iii) has already complied with the applicable notice and evidence required in accordance with this clause 17, and
 - (iv) provides the Employer with evidence that would satisfy a reasonable person that illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue in their present work during a stated period ("the risk period"). The Employer may require the evidence of the risk period to be supported by a medical certificate.
- (b) Where an appropriate safe job is available the Employee must be transferred to that position with no reduction of the Employee's other terms and conditions of employment until the commencement of parental leave.
- (c) An appropriate safe job is a safe job that has the same ordinary hours of work as the position the Employee held before the transfer or a different number of hours as agreed by the Employee.

- (d) The Employer must pay the Employee for the safe job at the Employee's normal rate of pay (for the position the Employee held before the transfer) for the hours worked in the safe job during the risk period.
- (e) Where there is no appropriate safe job available, the Employee is entitled to take no safe job paid leave for the risk period.

17.10. Return to Work Guarantee

- (a) An Employee will give as much notice as possible of the Employee's intention to return to work after a period of parental leave, preferably no less than eight weeks prior to the expiration of the leave.
- (b) An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 17.9, the Employee will be entitled to return to the position the Employee held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.

18. Family Violence Leave

18.1. General Principle

The School recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the School is committed to providing support to staff that experience family violence.

18.2. Definition of Family Violence

The School accepts the definition of Family Violence as stipulated in the *Family Violence Protection Act 2008 (Vic)*.

18.3. General Measures

- (a) Proof of family violence may be required and can be in the form of a document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse, a family violence support service or lawyer. A signed statutory declaration can also be offered as proof.
- (b) All personal information concerning family violence will be kept confidential in line with Employer Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

- (c) The School Principal (or the Principal's nominee) will be the only point of contact.

18.4. Leave

- (a) An employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day can be taken.
- (b) At the absolute discretion of the Principal an employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

19. Long Service Leave

19.1. Entitlement

An Employee is entitled to long service leave in accordance with the NES or the Long Service Leave Act 2018 (Vic.), as applicable, this Agreement provides ancillary or supplementary terms.

19.2. Quantum of Leave

- (a) Long service leave will accrue at the rate of 1.3 weeks per annum.
- (b) An Employee is entitled to long service leave of 9.1 weeks upon the completion of 7 years of continuous employment. An Employee is entitled to an additional 6.5 weeks' long service leave for each additional five years of continuous employment with the Employer.
- (c) Where employment ceases for any reason after 7 years of continuous employment, all accrued long service leave will be paid in lieu to the employee.
- (d) An Employee may request his or her Employer to grant the Employee long service leave twice as long as the amount to which the Employee would otherwise be entitled, and at a rate of pay equal to half the Employee's ordinary rate of pay.
- (e) If an Employee dies before taking any or all the long service leave to which the Employee is entitled, the Employer must pay to the Employee's personal representative the full amount of the long service leave entitlement still owed to the Employee.

19.3. Payment during Long Service Leave

An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary. If the ordinary pay of an employee who is on long service leave increases, the employee is entitled to be paid at the increased rate from the time of the increase. If the employee was paid in full at the start of the long service leave or was paid in advance with respect to any period of the long service leave, the employer must pay the additional amount resulting from the increase as soon as that period ends.

19.4. An Employee, whose time fraction has varied during service, is paid at a proportionate rate during Long Service Leave in accordance with the NES or LSL Act, where applicable.

19.5. Timing and Taking of Long Service Leave

(a) The timing of taking long service leave will be negotiated between the Principal and the Employee.

(b) An Employee may apply to take long service leave upon the completion of 7 years of continuous employment.

(c) The period of long service leave for a Teacher will be at a time mutually agreed between the Employer and the Employee. The parties to this Agreement expressly acknowledge that it is in the best interests of the Employer and its students that long service leave is taken insofar as is possible in periods of not less than a whole school term. Where a Teacher has not accrued sufficient leave to cover a full term, the Employer may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Principal. A Teacher shall have a right to request shorter periods of long service leave and the parties agree that they will negotiate in good faith on an individual basis having regard to the needs of the Employer and the personal circumstances of the Employee. When assessing requests for shorter periods of leave the employer will consider the impact such periods of leave will have on operational requirements of the School and may refuse such requests on reasonable business grounds when it deems the period of absence cannot be suitably replaced or it negatively impacts student learning.

(d) Where a Teacher applies to take long service leave, the request must be in writing and submitted to the Principal. Where a Teacher intends to take a period of long service leave of a Term or more, the Teacher will make the request no later than the beginning of Term 3 in the year before the leave is requested, where possible.

- (e) The period of long service leave for a General Staff Employee will be for not less than one day. Where a General Staff Employee applies to take long service leave, they must provide reasonable amount of notice. The request must be in writing and submitted to the Principal as soon as practicable. Where a General Staff Employee is applying to take long service leave for a period in excess of 4 weeks, they must provide a minimum of one terms' notice, where possible.

19.6. Illness on Long Service Leave

- (a) Subject to the requirements of clause 19.5(b), an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the Employee.
- (b) The Employee's request to have a period of long service leave treated as sick leave must:
 - (i) be made during the period of illness or injury, or if that is not possible, as soon as practicable after that period;
 - (ii) be in writing unless the injury or illness is such that the Employee is unable to do so;
 - (iii) 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
 - (iv) 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.

19.7. Continuous Employment

Continuous employment has the same meaning as that under sections 12 and 13 of the Long Service Leave Act 2018 (Vic) as varied or amended from time to time.

20. Compassionate Leave

20.1. Entitlement

- (a) An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or 2 days paid leave when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

- (b) This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the School and the Employee.
- (c) The Employee is entitled to compassionate leave only if the Employee gives the School any evidence that the School reasonably requires of the illness, injury or death of the member of the Employee's Immediate Family or household.

20.2. Unpaid Compassionate Leave - Casual Employees

- (a) Casual Employees are entitled to not be available to attend work, or to leave work where a member of their Immediate Family or household dies or contracts or develops an illness or injury that poses a serious threat to life provided that an Employee may be required to provide the Employer with satisfactory evidence of such death, illness or injury.
- (b) The Employer and the Casual Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 72 hours (i.e. three days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.
- (c) The School must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the School to engage or not engage a Casual Employee are otherwise not affected.

21. Community Service and Jury Service Leave

Community Service Leave and Jury Service Leave are provided for in the NES. Employees may be eligible for leave for the purpose of carrying out voluntary emergency services.

The following points apply to Jury Service Leave:

- (a) Employees required to serve as jurors are entitled to leave at their ordinary rate of pay for the duration of the period of their required attendance for Jury Service. The School will continue to pay the Employee through the normal salary system.
- (b) Before Jury Service leave is granted the Employee is required to provide evidence of the requirement to attend for jury service and any possible estimates of the duration of the absence from duty.
- (c) The Employee must pay to the School the full amount received from the court for jury service. The Employee must pay the School this money as soon as practicable and must if requested by the Principal, provide evidence to the School as to the amount of any payments made to them by the court.

22. Examination Leave

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

23. 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.

24. Leave Without Pay

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. Entitlements under this Agreement except for long service leave do not accrue during any period of leave without pay but continuity of employment is not broken.

25. Accident Compensation and Make-Up Pay

- 25.1. Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*, the School must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the School.
- 25.2. If an Employee is incapacitated for work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*, then the Employee does not accrue paid personal/carer's leave under this Agreement or under the Act (where relevant) for the duration of any such absence.
- 25.3. A Teacher is not entitled to any payment or benefit in respect of any Non-Term Weeks which fall during the period that the Teacher is in receipt of weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*.
- 25.4. In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*, has an entitlement to annual leave during a shutdown period, the workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.
- 25.5. For the purposes of clause 25.4, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make up pay, if applicable.

25.6. Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*, 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.

26. Infectious Diseases Leave

26.1. This clause 26 applies to Teachers and General Staff Employees who provide Preschool/Childcare Services or Classroom Support Services in accordance with Schedule 3.

26.2. An Employee classified in accordance with clause 26.1 who is suffering from a serious infectious disease and who has exhausted their entitlement to personal leave will be granted special leave without deduction of pay, provided that the School is satisfied on medical advice that the Employee has the disease and the disease may spread to students at the School.

26.3. Leave for the following conditions will automatically be approved:

- (a) German Measles,
- (b) Chickenpox,
- (c) Measles,
- (d) Mumps,
- (e) Scarlet Fever,
- (f) Whooping Cough;
- (g) Rheumatic fever,
- (h) Swine or Bird Flu,
- (i) Coronavirus (Covid-19).

27. 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.

28. Payment of Wages

28.1. All monies payable will be paid once every month with payment being made as nearly as possible on the 15th day of each month including one-half month in arrears and one-half month in advance.

- 28.2. Casual Employees will be paid in arrears with payment being made on the pay date immediately after completion of the assignment;
- 28.3. Salary will be paid by credit transfer to the Employee's nominated financial institution account and an electronic pay slip will be issued unless an Employee requests the School in writing to provide a written pay slip.

29. Other Conditions

- 29.1. Where Employees are required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, and masks free of charge. Protective clothing, uniforms and rubber gloves supplied pursuant to this Agreement shall remain the property of the Employer and shall be returned upon termination of employment.
- 29.2. Employees shall be supplied with facilities for the heating of water and food.
- 29.3. Employees using chemicals on a regular basis shall be entitled, upon request to have, as a minimum, an annual medical examination. The cost of such examination shall be met by the Employer.

30. Managing Unsatisfactory Performance

- 30.1. This clause will not apply within the minimum employment period or to a casual or fixed term Employee however prior to any termination of employment the School will normally meet with the Employee and the Employee will have the right to reply to any concerns raised and the right to have a representative present.
- 30.2. Where the Principal considers an employee's performance is unsatisfactory and may lead to termination, the Employer will apply the following procedure in the management of that unsatisfactory performance. Prior to this formal process an informal process of performance improvement and professional development will normally apply.
- 30.3. The Principal will formally advise the Employee in writing of:
 - (a) the time, date and place of the first formal meeting to discuss the Employees' performance;
 - (b) the Employee's right to be represented at all meetings scheduled to discuss the performance issue; and
 - (c) the option of the School terminating the employment should the procedure not resolve the School's concerns.

- 30.4. Formal performance management meetings will:
- (a) include discussion of the School's concerns with performance;
 - (b) give the Employee an opportunity to respond to these concerns;
 - (c) include discussion of any professional development needs, counselling or assistance, where appropriate to be made available to the Employee;
 - (d) include documentation, where appropriate; and
 - (e) set periods of review, as appropriate.
- 30.5. If, after following the procedure and period of performance review in this clause, the Principal's decision is to terminate the Employee's employment the School will give the required period of notice or payment in lieu of notice.

31. Inappropriate or Unacceptable Conduct

- 31.1. This clause will not apply within the minimum employment period or to a casual or fixed term Employee, however prior to any termination of employment the School will normally meet with the Employee and the Employee will have the right to reply to any concerns raised and the right to have a representative present.
- 31.2. Where the Principal considers that an Employee's alleged conduct is inappropriate or unacceptable, the School will apply the following procedure in the management of that inappropriate or unacceptable conduct. The rules of natural justice and procedural fairness will apply to the procedures in this clause.
- 31.3. The School will advise the Employee in writing of:
- (a) the allegations of alleged inappropriate or unacceptable conduct and relevant information relating to the allegations and the disciplinary procedure;
 - (b) the proposed time, date and place of the meeting to discuss the Employee's conduct;
 - (c) the Employee's right to be represented at any meeting scheduled to discuss the Employee's conduct; and
 - (d) the School's option to take disciplinary action that may include formal warnings of termination of employment or termination of employment if the matter is found to be serious misconduct.

- 31.4. The formal conduct investigation meeting(s) will:
- (a) include discussion of the Principal's concerns with the Employees alleged conduct;
 - (b) provide the Employee with the School's reasoning being relied on to support claims of misconduct. The School will not be required to provide copies of third party statements to the Employee; and
 - (c) give the Employee an opportunity to respond to the claims and concerns.
- 31.5. Where the allegation involves a reportable allegation and the Employer is responsible for investigating that allegation, an interim finding must first be made in order to provide the Employee with an opportunity to respond to the interim finding or provide further information or evidence for the Employer's consideration. An interim finding is not a finding for the purposes of the Child Wellbeing and Safety Act and is not reported to the CCYP. The Employer will issue the interim findings within 30 calendar days after becoming aware of the allegation.
- 31.6. If the allegation(s) are substantiated, the Employer may:
- (a) issuing the Employee with a first warning or a final warning in writing;
 - (b) terminating the employment of the Employee in accordance with the relevant notice provision;
 - (c) summary dismissal, where the Employee is guilty of serious misconduct;
 - (d) no action or warning; or
 - (e) any other action, appropriate to the situation.

32. Redundancy

- 32.1. Redundancy occurs where the School has made a definite decision that the School no longer wishes the job that the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.
- 32.2. Redundancy Consultation
- (a) Where a redundancy situation arises, and if it has not already done so, an Employer must provide the affected Employee(s) and the Employee's representative (if requested by any affected Employee) in good time, with relevant information detailing:

- (i) the reasons for any proposed redundancy;
- (ii) the number and categories of Employees likely to be affected; and
- (iii) the period over which any proposed redundancies are intended to be undertaken.

(b) Where a redundancy situation arises and discussions occur in accordance with this clause, the School will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned. Such measures may include:

- (i) Alternative measures to reduce costs;
- (ii) Calling for voluntary redundancies prior to any involuntary redundancies;
- (iii) Redeployment and or retraining;
- (iv) Part Time or job share proposals; or
- (v) Other suggestions by Employees or their representatives.

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

32.4. The severance payment for an Employee will be in accordance with the following:

For Employees who are under 45 years of age:

Period of Continuous Service	Severance Pay
Less than 1 Year	Nil
1 Year and less than 2 Years	4 weeks pay
2 Years and less than 3 Years	7 weeks pay
3 Years and less than 4 Years	10 weeks pay
4 Years and less than 5 Years	12 weeks pay
5 Years and less than 6 Years	14 weeks pay
6 Years and less than 7 Years	16 weeks pay
7 Years and less than 8 Years	18 weeks pay
8 Years and over	20 weeks pay

For Employees who are 45 years of age and over:

Period of Continuous Service	Severance Pay
Less than 1 Year	Nil
1 Year and less than 2 Years	4 weeks pay
2 Years and less than 3 Years	9 weeks pay
3 Years and less than 4 Years	13 weeks pay
4 Years and less than 5 Years	15 weeks pay
5 Years and less than 6 Years	18 weeks pay
6 Years and less than 7 Years	20 weeks pay
7 Years and less than 8 Years	23 weeks pay
8 Years and over	25 weeks pay

* Week's pay means the ordinary time rate of pay for the Employee concerned.

For the purposes of this clause, continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the School.

- 32.5. An Employee, whose employment is terminated for reasons of redundancy, may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 32.4 had the Employee remained with the School until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.
- 32.6. The School, in a particular redundancy case, is not obliged to pay severance pay if the School obtains alternative employment for an Employee acceptable to that Employee.
- 32.7. During the period of notice of termination an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 32.8. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 32.9. The School and the Employee may agree that it is not in the interests of the School or the Employee that the Employee work during the termination notice period. The School may direct the employee not to attend. In these circumstances salary will still be paid during the notice period.

33. Union Representatives

- (a) The elected IEU Representative shall be entitled to 1 day of paid leave per year to attend IEU training.
- (b) The granting of leave pursuant to this clause is subject to the operation of the School not being unduly inconvenienced. Leave shall not be unreasonably refused.
- (c) The School shall not be liable for any expenses associated with an Employee attending Trade Union Training.
- (d) Union Workplace Representatives shall be given access to facilities to enable them to perform their roles, including (but not limited to) telephone, fax and email facilities.
- (e) The School shall permit the Union to display notices dealing with legitimate Union business on specified notice boards in the Senior School and Junior School staff common rooms and, where requested provide an appropriate notice board in a suitable location for this purpose.

34. Further Study and Professional Learning

- (a) An Employee undertaking a course of study approved by the Principal can apply to the Principal for financial assistance. The grant of financial assistance is at the absolute discretion of the Principal.
- (b) The School will consult with the Consultative Committee regarding the policy and program for their professional learning and will make appropriate allowance for staff to participate in approved Professional Learning during school time consistent with the operational requirements of the School as determined by the Principal.

35. Request for flexible working arrangements

- 35.1. An Employee may request a change in working arrangements. This clause applies where an employee has made a request for a change in working arrangements under s.65 of the Act.

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

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

Note 3: Clause 35 is an addition to s.65.

35.2. Responding to the request

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

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

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

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

35.3. What the written response must include if the Employer refuses the request

- (a) This clause applies if the Employer refuses the request and has not reached an agreement with the Employee under clause 35.2
- (b) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the Employer and Employee could not agree on a change in working arrangements under this clause, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (ii) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

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

If the Employer and the Employee reached an agreement under clause 35.2 on a change in working arrangements that differs from that initially requested by the

Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

35.5. Dispute resolution

Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by this clause, can be dealt with under clause 10.0.

Part 4 – Conditions for Teachers

36. Contract of Employment

36.1. Letters of Appointment

The School shall provide a Teacher on appointment with a letter of appointment stating, inter alia, the classification and rate of salary as at appointment, the normal teaching load that will be required, requirements to perform extra-curricular duties, details of the minimum employment period that applies in accordance with clause 15 and an outline of superannuation benefits available to Teachers at the School.

37. Classifications and Rates of Pay

37.1. General Provisions

The minimum weekly rate of pay for a Teacher shall, subject to the other provisions of this Agreement, be calculated by dividing the salaries set out in Schedule 1 – Annual Rates of Pay, by 52.18.

37.2. Modes of Employment

The School may employ a Full Time, Part Time, Fixed Term or Casual Teacher. The School may direct a Teacher to perform such duties as are within the limits of the Teacher's skill, competence and training. 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.

37.3. Duties

Part Time, Fixed Term and Casual Teachers shall undertake the normal duties of a Full Time Teacher proportional to their face-to-face teaching load as required by the School over the course of the year. The School will attempt to assist a Part Time Teacher to meet these requirements by consulting with the Teacher regarding the timing of such commitments. If a Part Time Teacher is required to attend duties on a day that they do not normally attend and that attendance is in addition to their normal pro rata duties the Teacher shall be paid for such attendance at the casual rate of pay. In considering pro rata duties, regard will be had as to whether Teachers at the School normally perform such duties in addition to, or in substitution for, teaching duties.

37.4. Classification

A Teacher shall initially be appointed to the appropriate level as determined by the Teacher's skills and/or qualifications in accordance with clause 37.5 and clause 37.6 of this Agreement.

37.5. Calculation of Service

For the purpose of this clause, any Teacher if required by the School to do so shall upon engagement establish their level of Experience to the satisfaction of the School for the purpose of employment. For the purpose of calculating Experience:

- (a) Any employment as a Full Time Teacher (including employment as a Fixed Term Teacher) shall be counted as service;
- (b) Service as a Part Time Teacher (including a Temporary Part Time Teacher) where the hours are more than 40% of a full-time load, service will count as a full-year. Where the hours are less than 40% of a full-time load, 24 months service will count as a full-year.
- (c) In the case of a Casual Teacher, the equivalent of a full-time year of teaching is 191 full casual days in Australian Schools.

37.6. Progression to Level 10

- (a) A registered Teacher with a four-year approved training course beyond secondary school and including teacher training will commence at Level 2 of the Scale included at Table 1 of Schedule 1 and progress to Level 10 in annual increments on the anniversary of the Teacher's School Service Date.
- (b) A registered Teacher with a three-year approved training course beyond secondary school and including teacher training will commence at Level 1 of the Scale included at Table 1 of Schedule 1 and progress to Level 10 in annual increments on the anniversary of the Teacher's School Service Date.

37.7. Teacher Manager Positions

- (a) The School may appoint a Teacher as a Teacher Manager where the School requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers.
- (b) The rates of pay for Teacher Manager positions are linked to the position rather than tied to an individual Teacher. The level of additional responsibility will reflect the graduation of responsibilities exercised in the School with Teacher Manager Level 5 being the most significant level of responsibility.
- (c) The Principal will determine the number of Teacher Manager positions and the level of each position.
- (d) The Principal will provide written advice to a Teacher who has been classified as a Teacher Manager of the position, the level classified, its tenure and the duties required.

- (e) The rates of pay for Teacher Manager positions are specified in Table 2 of Schedule 1.
- (f) A Teacher Manager who is a Part Time Employee will be paid a Teacher Manager allowance equating to the difference between their Full Time Teacher salary and the Full Time Teacher Manager salary appropriate to the position as offered by the School.

This is calculated as follows:

$$A - B = C$$

Where:

A = the Full Time Teacher Manager Salary

B = the Full Time salary appropriate to the Teacher's Level

C = the Teacher Manager Allowance

37.8. Master Teacher Positions

- (a) The School may appoint a Teacher as a Master Teacher.
- (b) The Principal will determine the number of Master Teacher positions and the level of each position.
- (c) The Principal will provide written advice to a Teacher who has been classified as a Master Teacher of the position, the level classified, its tenure and the duties required.
- (d) The rates of pay for Master Teacher positions are specified in Table 3 of Schedule 1.

37.9. Part Time Teachers

- (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 teaching hours of a Full Time Teacher. If the teaching hours of a Part Time Teacher rise above 90%, the Teacher will be considered to be Full Time.
- (b) A Part Time Teacher is entitled to the benefits under this Agreement on a pro-rata basis. The pro-rata basis will be calculated by dividing the number of face-to-face teaching hours worked by a Part Time Teacher by the number of face-to-face teaching hours prescribed for a Full Time Teacher. Duties in addition to face-to-face teaching will also be allocated on a pro-rata basis.

- (c) A Teacher (Full Time or Part Time) 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) When variations to Part Time are requested by Teachers of the School, discussion and consultation will occur aimed at seeking agreement on a part time fraction and pattern of attendance. These discussions will consider the operational needs of the School and the family and caring needs of the Teacher.
- (e) A Part Time Teacher will be provided with a letter setting out the part time fraction, the period it operates and the pattern of attendance.
- (f) The School may vary a Part Time Teacher's teaching load or days of attendance if:
 - (i) the employee consents; or
 - (ii) such a variation is required as a result of a change in timetable, enrolment or curriculum, the employer provides seven weeks' notice in writing. Where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven weeks.
- (g) Teachers may request job share arrangements as ongoing arrangements or for periods of time agreed with the School and the School will facilitate this where possible unless there are operational impediments. Where one part of the job share arrangement becomes vacant the School will consult the remaining job share Teacher prior to making decisions about advertising the balance of the job share position, leaving it vacant or offering it to the remaining job share Teacher.
- (h) Where a Part Time Teachers hours are reduced by more than 25% in a calendar year without their agreement in accordance with clause 37.10(f), a Teacher will have the choice of accepting the reduction or a redundancy paid at their previous part time fraction.

37.10. Casual Teachers

- (a) The School may employ a Teacher as a Casual Teacher in accordance with this Agreement.
- (b) A Casual Teacher is entitled to the rate of pay specified in Schedule 1. This rate of pay includes a loading in lieu of paid leave entitlements.
- (c) If the School engages a Casual Teacher it will be for either a full day or a half day.

- (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) jury service leave,
 - (vi) non-term weeks,
 - (vii) leave loading,
 - (viii) public holidays (an entitlement to penalty loading for work performed on a public holiday is retained),
 - (ix) paid personal/carer's leave,
 - (x) paid compassionate leave,
 - (xi) paid parental leave, or
 - (xii) accident make-up pay
- (e) A Casual Teacher is entitled to unpaid carer's leave, unpaid parental leave and paid long service leave, where eligible.

37.11. Fixed Term Teachers

- (a) The School may employ a Teacher to work on a replacement basis or for a specified period of time as full time or part time:
- (i) to replace one or more Teachers who are on leave;
 - (ii) to undertake a specified project for which funding has been made available;
 - (iii) to undertake a specified task which has a limited period of operation; or
 - (iv) to replace a Teacher whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of the School Year.
- (b) A Fixed Term Teacher is entitled to the benefits of this Agreement on a pro rata basis where the teacher is employed part time or where the Teacher has been employed for a period of less than 12 months.

- (c) Before employing a Fixed Term Teacher on a replacement basis, the School will inform the Fixed Term Teacher in writing of:
 - (i) the reason for the fixed nature of the employment;
 - (ii) the date of commencement of the employment;
 - (iii) the benefits which are applicable under this Agreement; and
 - (iv) the rights of any Teacher being replaced (e.g.: another staff member due back from parental leave).
- (d) The termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clause 15 or clause 41.
- (e) A Fixed Term Teacher is not entitled to any of the following benefits under this Agreement:
 - (i) Notice of termination (where the date of cessation of employment is stated at the time of appointment);
 - (ii) Redundancy;
 - (iii) Performance management or conduct management; and
 - (iv) Paid parental leave.

38. Ordinary Hours of Work

- (a) This clause supplements the NES that deals with maximum weekly hours.
- (b) Notwithstanding the NES, and due to the operational requirements of the School, the ordinary hours of a Teacher under this Agreement may be averaged over a twelve month period.
- (c) The ordinary hours of work for a Teacher during Term Weeks are variable. In return, the provisions of clause 42 shall apply.
- (d) The School will endeavour to distribute workloads equitably, and ensure that no Teacher shall be required to perform an unfair, unreasonable or excessive workload. Teachers may be expected to perform duties outside School hours at a variety of School events.

For the purposes of determining a Teacher's workload, documentation evidencing curricular, co-curricular and professional development activities may be taken into account.

Teachers are expected to participate and assist in the preparation of and supervision of School activities: such preparation and assistance to be on a pro-rata basis for Part Time Teachers.

- (e) The maximum number of days that a Teacher will be required to attend during Term Weeks and Non-Term Weeks will be 191 in each School Year.
- (f) The following circumstances are not included when calculating the 191 Teacher attendance days:
 - (i) Co-curricular activities that are conducted on a weekend,
 - (ii) School related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-Term Weeks,
 - (iii) When the Teacher is appointed to a leadership position and is performing duties in Non-Term Weeks that are directly associated with the leadership position,
 - (iv) When the Teacher has boarding house responsibilities and the Teacher is performing those duties during Term Weeks and Non-Term Weeks, and
 - (v) In 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.
- (g) The School will publish the proposed Term Weeks and days in Non-Term Weeks on which Teachers are required to attend no later than the last day of Term 1 of the year preceding the School Year in question.
- (h) The annual salary and any applicable allowances payable under this Agreement 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.

39. Allowances

39.1. Vehicle Allowance

- (a) Teachers will not be required by the School to use their on motor vehicle in the performance of duties but where the School and the Teacher agree for the Teacher to use their own motor vehicle a rate calculated in accordance with the Australian Taxation Office rulings will be paid.
- (b) Where the School provides a motor vehicle which is used by a Teacher in the performance of the Teacher's duties the School must pay all expenses including registration, running and maintenance.

39.2. **Meal Allowance**

- (a) The School will supply a Teacher with a meal should the School require the teacher to remain at the School continuously after 7pm on any day.
- (b) The School is not required to provide a meal where:
 - (i) the Teacher could reasonably return home for a meal; or
 - (ii) the School pays a meal allowance equal to the general ATO specified Reasonable Overtime Meal Allowance.

39.3. **Camp Allowance**

- (a) Teachers may be required to attend camps and participate in activities that involve overnight stays. Teachers will be paid a \$65 per night allowance for camps conducted in Australia that require an overnight stay.
- (b) This allowance is not payable where the camp is conducted in an overseas location.

40. **Breaks**

A Teacher shall be entitled to a minimum of 30 consecutive minutes as a luncheon break during which period a Teacher shall not be required to hold meetings, supervise, teach or coach sport, team games, cultural or academic activities

41. **Termination of Employment**

41.1. **Notice**

Except for reasons specified in clause 41.3, the employment of any Teacher (other than a Casual Teacher) shall not be terminated without at least seven school term week's notice on either side, or the payment, or forfeiture, of seven week's salary in lieu of notice.

The notice period in this clause does not apply where the Teacher is guilty of serious misconduct in accordance to clause 41.3.

41.2. **Forfeiture**

- (a) If a Teacher fails to give the notice specified in clause 41.1 the Employer may withhold from any monies due to the Teacher on termination under this Agreement or the NES, an amount that is no more than 2 weeks' wages for the Employee.
- (b) If the Employer has agreed to a shorter period of notice than that required under clause 41.2(a)) then no deduction can be made under clause 41.2(a).

- (c) Any deduction under clauses 41.2(a) must not be unreasonable in the circumstances.

41.3. Summary Dismissal

- (a) the School may terminate a Teacher's employment summarily where in the opinion of the School, that Teacher is guilty of serious misconduct of a kind such that it would be unreasonable to require the School to continue the employment during the notice period.
- (b) In cases where it is deemed necessary by the Principal to institute summary dismissal of a Teacher where allegations of serious misconduct have arisen, the Teacher will usually be suspended on full pay pending completion of the following steps:
 - (i) The allegations are investigated by the School;
 - (ii) Following investigation, the Teacher and his or her representative will meet with the School and its representatives, if appropriate, to discuss the results of the School's investigation and to respond to the allegations.
 - (iii) Following this meeting the School will review the matter, and determine the outcome which will be communicated to the Teacher.
- (c) the School may summarily dismiss a Teacher without following the procedure at clause 41.3(b) if the evidence of serious misconduct is unequivocal.

41.4. Statement of Service

On the termination of employment the School shall, at the request of the Teacher, give to such Teacher a statement signed by the School stating the period of employment, the Teacher's classification, and when the employment terminated.

42. Annual Leave, Non-Term Weeks and Leave Loading

42.1. General Provisions

This clause applies to Teachers employed either Full Time or Part Time on a pro-rata basis. This clause does not apply to Casual Teachers.

42.2. Non-Term Weeks

- (a) Non-Term Weeks will be not less than the periods mandated by the Victorian Government for Victorian government schools, the School will announce the periods of Non-Term Weeks for each year no later than the end of Term 1 of the preceding year.

- (b) A Teacher is entitled to Non-Term Weeks, without deduction of pay. Non-Term Weeks are deemed to include annual leave.
- (c) The School may reduce a Teacher's entitlements to Non-Term Weeks where a Teacher has taken unpaid leave in excess of ten working days in any School Year pursuant to clause 16 or 24.
- (d) A Teacher's entitlement to Non-Term Weeks which has been reduced at the School's discretion under clause 42.2(c) will be calculated on the basis of clause 42.3.
- (e) Where a Teacher's entitlement to paid Non-Term Weeks has been reduced pursuant to clause 42.2(c) the period which but for that reduction would have been paid Non-Term Weeks will be unpaid leave (other than unpaid leave pursuant to clause 16 or 24) and will be counted as service for all purposes of the Agreement.
- (f) A Part Time Teacher is paid during Non-Term Weeks on the same proportionate basis as the Teacher's annual salary is calculated.
- (g) Public holidays that occur during a period of leave for Teachers do not create an additional entitlement.

42.3. Pro rata Payment of Salary Inclusive of Annual Leave

- (a) This clause will apply to a Teacher, other than a Casual Teacher:
 - (i) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or
 - (ii) in the calculation of payment in regard to pro rata salary if:
 - (A) a Teacher commenced employment after the School Service Date;
 - (B) a Teacher has taken leave without pay of more than two term weeks since the School Service Date; or
 - (C) the hours which a Teacher has worked at the School have varied since the School Service Date.

(b) Calculation of Payments

$$P = \frac{S \times C}{B} - D$$

Where:

P is the payment date

S is the total salary paid in respect of term weeks, or part thereof, since the School Service Date or the date of employment in circumstances where the Teacher has been employed since the School Service Date.

C is the number of Non-Term Weeks, or part thereof, in the School Year;

B is the number of Term Weeks, or part thereof in the School Year;

D is the salary paid in respect of Non-Term Weeks, or part thereof, that have occurred since the School Service Date or date of employment in circumstances where the Teacher has been employed by the School since the School Service Date.

- (c) The formula in clause 42.3(b) is to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the School Year in which the formula is applied.
- (d) A Teacher will be entitled on termination of employment to a payment calculated in accordance with clause 42.3(b).
- (e) A Teacher who commences employment after the School Service Date will be paid from the date the Teacher commences, provided that at the end of the last School Term the Teacher must be paid an amount calculated pursuant to clause 41.3(b) and will receive no salary or other payment other than payment under this clause until the School Service Date or the resumption of Term 1 in the following year.

42.4. **Annual Leave Loading**

- (a) 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:
 - (i) in December each year, or
 - (ii) on the termination of employment by either party.
- (b) Where the employment of a Teacher is terminated prior to the end of the School Year, leave loading is to be calculated using the following formula:

$$\frac{[\text{weekly salary} \times 4 \times 17.5\%] \times \text{term weeks worked in the School Year}}{\text{Total Term weeks in the School Year}}$$

For example, in the case of a Teacher with a weekly salary of \$1,000 on termination of employment (or at the end of the final term week in the School Year) who was employed at the School for 20 of the 38 weeks in the School year, the calculation would be as follows:

$$= \frac{1000 \times 4 \times 0.175 \times 20}{38}$$
$$= \$368.42$$

Part 5 – Conditions for General Staff Employees

43. Contract of Employment

43.1. Letter of Appointment

On appointment, the School shall provide the Employee with a letter of appointment setting out the following:

- (a) the classification and rate of pay of the Employee;
- (b) the number of hours to be worked each week and the number of weeks to be worked throughout the year;
- (c) a statement in relation to superannuation entitlements as required by clause 14;
- (d) whether the rate of pay is payable during term time only or throughout the year in accordance with clause 47; and
- (e) the details of any minimum period of employment.

If there is a requirement to work during student vacation periods, the number of such days to be worked shall be clearly specified.

44. Classifications and Rates of Pay

44.1. General Provisions

The minimum weekly rate of pay for an Employee shall, subject to the other provisions of this Agreement, be calculated by dividing the salaries set out in Schedule 2 - Annual Rates of Pay by 52.18.

44.2. Classifications

An Employee shall initially be appointed to the appropriate level as determined by the Employee's skills and/or qualifications and the duties required to be performed in the position, as set out in Schedule 3.

44.3. Modes of Employment

The School may employ a Full Time, Part Time, Fixed Term or Casual Employee. The School may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

44.4. **Full Time Employee**

A Full Time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week.

44.5. **Part Time Employee**

- (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 School and the Part Time Employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the Employee will work, the number of weeks of the School Year the Employee will work and starting and finishing times each day.
- (e) The terms of the Agreement in clause 44.5(d) may only be varied by agreement between the School and an Employee. Any such variation will be recorded in writing.

44.6. **Fixed Term Employee**

- (a) The School may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:
 - (i) to replace one or more Employees who are on leave;
 - (ii) to undertake a specified project for which funding has been made available;
or
 - (iii) to undertake a specified task which has a limited period of operation.
- (b) A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- (c) Before employing a Fixed Term Employee on a replacement basis, the School will inform the Fixed Term Employee in writing of:
 - (i) the reason for the fixed nature of the employment;
 - (ii) the date of commencement of the employment;

- (iii) the benefits which are applicable under this Agreement; and
 - (iv) the rights of any Employee being replaced.
- (d) The termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or where an Employee is replacing an Employee on leave in accordance with the appropriate notice of termination provisions in clause 15 or clause 57.
- (e) A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- (i) notice of termination (where the date of cessation of employment is stated at the time of appointment), except in accordance with clause 44.6(d) above;
 - (ii) Performance management or conduct management;
 - (iii) Paid parental leave, and
 - (iv) redundancy.

44.7. Casual Employee

- (a) The School may employ an Employee as a Casual Employee in accordance with this Agreement.
- (b) A Casual Employee with the exception of casual Instrumental Music Teachers will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification as specified in Schedule 2, plus 25%. The hourly pay rate for casual Instrumental Music Teachers is separately identified in Schedule 2.
- (c) A Casual Employee will be engaged and paid for a minimum of two hours for each engagement. Except that a Preschool/Childcare Services Employee working in an out of school hours care program may satisfy the two hour minimum by working one hour before school and one hour after school on the same day.
- (d) A Casual Employee may make a request for conversion from casual employment to full-time or part-time employment pursuant to the NES if the Casual Employee has been employed by the School for a period of at least 12 months beginning the date the employment started. The School must not refuse the request unless the School has consulted the Casual Employee and there are reasonable grounds to refuse the request and the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of refusing the request.

- (e) A Casual Employee 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) jury service leave,
 - (vi) Non-Term Weeks,
 - (vii) leave loading,
 - (viii) public holidays (an entitlement to penalty loading for work performed on a public holiday is retained),
 - (ix) paid personal leave,
 - (x) paid compassionate leave,
 - (xi) paid parental leave, or
 - (xii) accident make-up pay.
- (f) A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and to paid long service leave, where eligible.

44.8. Progression

- (a) Subject to clause 44.8(b), an Employee shall be appointed to Point 1 of the appropriate grade and shall progress to each further step within the grade on completion of a year's full time service. A Part Time Employee whose hours of work are at least 50% of a full time load will progress after 12 months. A Part Time Employee whose hours of work are less than 50% of a full time load will progress after 24 months.
- (b) Where the School considers that the performance of an Employee is unsatisfactory and has applied clause 30, and for that reason considers progression to the next step is not warranted, a formal review of these matters shall be undertaken by the School, before the date on which progression would otherwise occur. Any dispute in this matter will be dealt with in accordance with Clause 10 - Dispute Resolution.

44.9. Reclassification

- (a) An Employee may apply to progress to another level or seek reclassification if regularly called upon to perform a substantial proportion of duties appropriate to the higher level. The School will examine the skills utilised and the duties performed by the Employee.
- (b) Where an application is made to progress to a higher level, the School shall determine the application within one month of receipt of the application.
- (c) Progression to a higher level shall take place from the first full pay period on or after the application has been approved by the School.
- (d) The Employee shall be placed on the first step of the new level following reclassification.

45. Ordinary Hours of Work

45.1. Ordinary hours of work

- (a) Subject to this clause, a Full Time Employee's ordinary hours of work will be seven and a half hours per day to a maximum of 38 hours per week. The ordinary hours of work for a Part Time or Casual Employee will be in accordance with clause 44.5 and clause 44.7.
- (b) The ordinary hours of work may be averaged over a period of a fortnight or four weeks. The exception to this is a Boarding Supervision Services Employee.
- (c) Boarding Supervision Services Employees may be required and rostered to work up to thirty eight term weeks per year and may be rostered on for public holidays and weekends falling during this time.
- (d) Normally a Boarding Supervision Services Employee will not be required to work more than two consecutive nights.
- (e) Clause 47 Leave Without Pay during Non-Term Weeks and Averaging does not apply to Boarding Supervision Services Employees. The thirty eight weeks includes up to two days prior to the start of each term but does not include other days that are Non Term Weeks. The full annual rates of pay in Schedule 2 apply to all Boarding Supervision Services Employees for their thirty eight weeks of rostered duties.
 - (i) Clause 45.1 Ordinary Hours, clause 49 Rostered Days off and clause 51 Penalty Rates do not apply to Boarding Supervision Services Employees during the thirty eight weeks of rostered duties.

- (ii) Boarding Supervision Services Employees who are required to work additional time during sleepover will be paid at their ordinary rate of pay plus 25% for these hours; for a minimum of 30 minutes on each occasion.
 - (iii) Boarding Supervision Services Employees may agree to additional work outside of the thirty eight week roster during Term Weeks and will be paid at their ordinary rate of pay plus 25% for these hours.
 - (iv) Boarding Supervision Services Employees may only by agreement work during Non-Term Weeks outside of the 38 week roster and will be paid at the ordinary rate.
 - (v) Where Boarding Supervision Services Employees agree to work during Non-Term Weeks outside of the 38 week roster in accordance with clause 45.1(e)(iv) on Public Holidays the Employee will be paid at their ordinary rate of pay plus 25% for these hours.
- (f) The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:
- (i) On any day from Monday to Friday between 7.00am and 6.00pm for Classroom Support Services, Curriculum/Resource Services, Wellbeing Services, School Administration Services or School Operational Services Employees;
 - (ii) On any day from Monday to Friday between 6.00am and 6.00pm for School Operational Services Employees employed in duties of construction, plumbing, carpentry, painting and other trades, cleaning, maintenance, school facilities management or bus driving;
 - (iii) On any day from Monday to Friday between 6.30am and 6.30pm for Preschool/childcare Services, or Nursing Services Employees;
 - (iv) On any day from Monday to Friday between 6.00am and 6.00pm and on Saturday between 6.00am and 12 noon for School Operational Services Employees employed in duties of gardening or turf maintenance;
 - (v) On any day from Monday to Saturday between 6.00am and 6.00pm for Curriculum/Resources Services Employees working in outdoor education or Instructional Services employees;
 - (vi) On any day Monday to Sunday between 6.00am and 6.00pm for Boarding Supervision Services or School Operational Services Employees with duties involving security/caretaking and cooking, catering, housekeeping and laundry services.

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

- (g) The School may require a Part Time Employee to work reasonable additional hours in accordance with the provisions of this clause:
 - (i) where the Part Time Employee's hours are averaged:
 - (A) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 45.1(f), do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (B) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
 - (ii) where the Employee's hours are not averaged:
 - (A) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 44.1(f), and do not result in the Employee working more than eight hours on that day; and
 - (B) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (h) 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.
- (i) Additional hours worked by a Part Time Employee in accordance with this clause do not accrue leave entitlements under this agreement or the NES.

45.2. **Ordinary Hours for Shiftwork**

- (a) The ordinary hours for shiftwork will:
 - (i) be worked continuously each shift (except for broken shifts and meal breaks);
 - (ii) not exceed 10 hours, inclusive of a meal break in any single shift; and
 - (iii) be rostered in accordance with clause 50.

- (b) The following shift definitions apply:
 - (i) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause 45.1(f);
 - (ii) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 45.1(f) and at or before midnight; and
 - (iii) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.
- (c) 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.
- (d) 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. Employees working before 6.00am who are not working a broken shift will only be paid the 15% penalty for the hours worked prior to 6.00am.
- (e) 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.
- (f) The provisions of clause 45.2(e) do not apply to a Boarding Supervision Services Employee or to an Employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the Employee for their use, at no cost to the Employee.

46. Allowances

46.1. Higher Duties

Employees required to perform temporarily duties in a higher grade for more than five consecutive working days shall be paid at the higher grade rate for the whole period during which those duties are performed.

46.2. Vehicle Allowance

- (a) Employees will not be required by the School to use their own motor vehicle in the performance of duties but where the School and the Employee agree for the Employee to use their own motor vehicle a rate calculated in accordance with the Australian Tax Office rulings will be paid.

- (b) Where the School provides a motor vehicle which is used by an Employee in the performance of the Employee's duties the School must pay all expenses including registration, running and maintenance.

46.3. Tool Allowance

- (a) Where the School does not provide all of the tools necessary for a tradesperson to perform their work, the tradesperson will be paid an allowance of \$34 per fortnight extra for supplying and maintaining tools ordinarily required in the performance of their work save that the School will in addition pay for 50% of the repair cost of any electric tool damaged in use by the tradesperson in their work at the School provided that the Principal or the Principal's delegate has approved that tool for use as part of the tradespersons work at the School. This amount may be increased by the School from time to time in consultation with the affected tradesperson.
- (b) 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.

46.4. On-Call Allowance

An on-call allowance will be paid to an Employee who is required by the School to hold themselves available to be recalled to work. The Employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the Employee is required to be on call.

46.5. Re-Call Allowance

An Employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

46.6. Exceptions to the On-Call and Re-Call Allowances

The on call and recall allowances do not apply to:

- (a) an Employee paid a sleepover allowance in accordance with Clause 46.7; or
- (b) an Employee provided at no cost with reasonable accommodation, including living quarters, fuel and light.

46.7. Camp Allowance

- (a) This clause applies to General Staff Employees who provide Classroom Support Services.

- (b) Employees engaged as teaching assistants may be required to attend camps and participate in activities that involve overnight stays, where this has been identified in an Employee's letter of appointment or position description. Employees will be paid a \$65 per night allowance for camps conducted in Australia that require an overnight stay.
- (c) This allowance is not payable where the camp is conducted in an overseas location.

46.8. Sleepover Allowance for Boarding Supervision Services Employees

- (a) The rates of pay included in Schedule 2 for Employees classified as Boarding Supervision Services Employees have been established at a level that incorporates payment of an overnight sleepover allowance. A specific sleepover allowance does not apply.
- (b) Clause 46.7 is not applicable to Boarding Supervision Services Employees.

46.9. Meal Allowance

- (a) Subject to clause 46.9(b) where the School requires an Employee 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 School will provide a meal to the Employee.
- (b) The School is not required to provide a meal where:
 - (i) the Employee could reasonably return home for a meal; or
 - (ii) the School pays a meal allowance to the Employee equal to the general ATO specified Reasonable Overtime Meal Allowance; or
 - (iii) where the Employee is employed in a boarding role and is required to be on duty during meal times, the Employee will be entitled to the meal provided to the School's boarding students.

46.10. Uniform/Protective Clothing Allowance

- (a) Where the School requires an Employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the Employee's duties, the School will:
 - (i) provide the uniform or protective clothing, which includes the maintenance and laundering of the items;
 - (ii) provide a uniform or protective clothing allowance of \$1.20 per day up to a maximum of \$6.00 per week and a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week; or

- (iii) reimburse the Employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the School does not launder the items.

46.11. First Aid Allowance

- (a) An Employee who is designated by the School to perform first aide duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aide qualification, will be paid an allowance of:
 - (i) 1.65% of their standard rate per annum; or
 - (ii) 1/240th of the allowance in clause 46.11(a)(i) if designated on a per day basis.
- (b) This allowance does not apply to:
 - (i) General Staff Employees providing Nursing Services; or
 - (ii) General Staff Employees providing Preschool/childcare Services; or
 - (iii) Employees employed exclusively as a first aid officer; or
 - (iv) Employees whose appointment to the position of first aid officer has been taken into account in classifying their position; or
 - (v) Employees whose salary is paid at a rate that is not less than 2% higher than the applicable rate specified in Schedule 2 for their classification.

47. Leave Without Pay during Non-Term Weeks

- (a) The School and an Employee may agree in writing that the employee takes leave without pay during Non-Term Weeks, or to average the Employee's payment of wages over the year.
- (b) When the School and the Employee agree to salary averaging the rates will be paid in equal instalments throughout the year. The following shall be used to determine the appropriate weekly rate:

$$\frac{N + P}{235} \quad X \quad \frac{\text{Annual rate of salary}}{52.18}$$

Where:

N = The number of days the Employee will be required to work each year.

P = The number of public holidays promulgated by the Victorian Government.

Provided that:

the number of days worked excludes public holidays; and

for the purpose of this formula only, and to avoid a mathematical inconsistency, a Part Time Employee shall be deemed to work the same number of days during School Terms as a Full Time Employee at the School.

*[For example: To calculate the averaged salary for an Employee who works three days per week for 38 weeks per year, the correct value for N is 190 (i.e., 38*5) less any public holidays which fall within the weeks the Employee is deemed to work. If it is assumed that one such public holiday falls within the period worked by the Employee, the value of N becomes 189 (i.e., 190-1).*

The calculation would then proceed as follows:

$$\frac{189 + 11}{235} \quad \times \quad \frac{\$32,588}{52.18} \quad (\$32,588 = \text{Annual Salary})$$

$$= .85 \times \$624.53$$

$$= \$530.85 \text{ per week (averaged weekly Full Time Salary)}$$

To convert to a part time weekly rate – divide the averaged weekly rate (above) by 38 to obtain an averaged hourly rate. Multiply the averaged hourly rate by the number of hours to be worked by the Part Time Employee.

$$\frac{\$530.85}{38} = \$13.97 \text{ per hour}$$

$$\$13.97 \times 24 \text{ (i.e. 3 days} \times \text{8 hours)} = \$335.28 \text{ per week}$$

Therefore, the part time averaged annual salary in this example is \$335.28 per week.

- (c) Part time averaged rates shall be calculated by determining the Full Time averaged salary then dividing by 38.
- (d) The rate of pay of an Employee determined in clauses 47(a) and 47(b) shall be the appropriate rate for all purposes. However, such rates shall not be used in the calculation of casual or overtime rates of pay which may be payable to the Employee.

48. Breaks

48.1. 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 the School requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in clauses 48.1(a) and 48.1(b) do not apply to:
 - (i) a Boarding Supervision Services Employee, where the periods of duty are concurrent with a sleepover;
 - (ii) an Employee who is provided with accommodation on the School's premises or in the vicinity of the School's premises;
 - (iii) an Employee who is attending a school camp or excursion; or
 - (iv) an Employee working a broken shift.

48.2. Meal Break

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

48.3. Rest Break

- (a) At a time suitable to the School, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The School and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Notwithstanding clause 48.3(a) an Employee in Classroom Support Services is entitled to one rest break equivalent to the time taken for morning recess, which will be counted as time worked.

49. Rostered Days Off

An Employer and an Employee or group of Employees may agree that the ordinary hours of work will be worked over 19 days in each four week period, in which case the following provisions will apply:

- (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, 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 this clause.
- (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.
- (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;
- (h) Rostered days off will be determined by mutual agreement between the School and the Employee, having regards to the needs of the School;
- (i) An Employee will be advised by the School at least four weeks in advance of the day on which the Employee is to be rostered off duty.

50. 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 School 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. Employees other than Boarding Supervisions Services Employees rostered to work on a Saturday, Sunday or public holiday will be paid the appropriate penalty in accordance with clause 51 Penalty Rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the School on seven days' notice.

- (d) Notwithstanding clause 50(c) a roster may be altered at any time to enable the functions of the School 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 School 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.

51. Penalty Rates

51.1. 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.

51.2. Saturday and Sunday Work

- (a) An Employee other than a Boarding Supervision Services Employee or a School Operational Services Employee employed as a caretaker 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
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

Except that a School Operational Services Employee in the cooking/catering group, who is not working averaged hours in accordance with the provisions of clause 47, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

- (b) The penalty rates within this clause and in clause 52 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.

52. Overtime

52.1. Overtime rates

- (a) An Employee other than a Boarding Supervision Services Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:
 - (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 clause 45.1 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
 - (iii) for overtime hours worked on Monday to Friday, 150% of the ordinary hourly rate for the first 3 hours and 200% of the ordinary hourly rate of pay after that;
 - (iv) for overtime hours worked on a Saturday, 150% of the ordinary time rate for the first 3 hours and 200% of the ordinary hourly rate of pay after that;
 - (v) for overtime hours worked on a Sunday, 200% of the ordinary time rate;
 - (vi) for overtime hours worked on a Public Holiday, 250% of the ordinary time rate.
- (b) The penalty rates within this clause and in clause 51 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.

52.2. Time off in Lieu of Overtime

- (a) An Employee and the School may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- (b) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under clause 52.2(c).
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;

- (ii) that the Employer and the Employee agree that the Employee may take time off instead of being paid for the overtime;
 - (iii) that, if the Employee requests at any time, the Employer must pay the Employee for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in clause 52.2(c)(iii) must be made in the next pay period following the request.
- (d) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.
- (e) Time off must be taken:
- (i) within the period of six months after the overtime is worked; and
 - (ii) at a time or times within that period of six months agreed by the Employee and the Employer.
- (f) The employer must keep a copy of any agreement under clause 52.2 as an employee record.
- (g) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which this clause applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

53. Working Outdoors in Excessive Heat

- (a) This clause applies to School Operational Services Employees whose principal duties are the maintenance of buildings, plant and equipment only.
- (b) This provision is aimed at ensuring that Employees classified in accordance to clause 44.2 are not required to work in conditions that are unreasonable or unsafe to work in. Where the outside temperature exceeds 35°, Employees will confer with the School's Director of Business or his or her nominee, for the purposes of determining whether or not conditions are unsuitable for outside work to proceed. Weather will not be regarded as unsuitable unless it is agreed at such conference. The conference should take place within a reasonable time of a request being made.

- (c) If a decision is made that work should cease due to unsuitable weather, Employees will make themselves available to transfer to an area not affected by unsuitable weather if useful work is available and is within the Employee's skill, competence and training.
- (d) All parties are committed to an early resumption of work following any cessation of work that may result from unsuitable weather, due to excessive heat.
- (e) Employees will be entitled to payment by the School for ordinary time lost through unsuitable weather due to excessive heat for up to 6 hours in every period of 4 weeks.

54. Annual Leave and Non-Term Weeks

54.1. Annual Leave Payment

- (a) All Employees, other than Casual Employees, shall receive four weeks paid annual leave in accordance with the Act.
- (b) A leave loading equivalent to 17.5 per cent of four weeks' salary shall be paid to an Employee, other than a Casual Employee.
- (c) The loading amount payable for the period of leave at the rate of 17.5 percent of the Employee's weekly rate of pay as established by clause 44.1 by which the Employee was employed immediately before commencing the annual leave. The loading shall not include any allowances or any other payments prescribed by this Agreement.
- (d) No loading is payable to an Employee who takes annual leave prior to the date on which the Employee would have completed twelve months continuous service with the School. Provided that, if the Employee continues until the day when they would have completed twelve month's continuous service with the School, the loading then becomes payable in respect of such leave and is to be calculated in accordance with clause 54.1(c).
- (e) Notwithstanding the provisions of clause 54.1(d), an Employee shall be paid an annual leave loading where the annual leave is taken by the Employee prior to the completion of twelve month's service, by agreement with the School, during the summer vacation period. The Employee shall be entitled to the fraction of four week's holiday loading as is equal to the number of weeks worked by the Employee in that school year compared to the number of weeks in the year since the School Service Date.
- (f) In addition to the entitlement of annual leave specified in clause 54.1(a), Employees other than Casual Employees shall receive five days (pro-rata for Part Time Employees) additional paid leave. Such leave must be taken during the

published Christmas shutdown period. This leave attracts accruals and superannuation contributions identical to annual leave specified in clause 54.1(a) but does not attract leave loading.

- (g) Paid annual leave may be taken for a period agreed between an Employee and the School, although the School may require an Employee to take a period of paid annual leave during the Christmas shutdown period.
- (h) The School must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- (i) If the period during which an Employee takes paid annual leave includes a day or part day that is a public holiday, the Employee is taken not to be on paid annual leave on that public holiday.
- (j) If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) or a period of absence from employment due to community service leave, the Employee is taken not to be on paid annual leave for the period of that leave or absence.

54.2. Accrual of annual leave and pro rata annual leave

Employees other than those entitled to paid Non-Term Weeks accrue paid annual leave progressively during a year of service according to the Employee's ordinary hours of work, and accumulate unused leave from year to year.

54.3. Paid Leave during the Published Christmas/New Year shutdown period

- (a) If the published Christmas shutdown period is greater than five business days, in addition to the entitlement to the leave specified in clause 54.1, Employees who commenced employment at the School prior to 1 January 2012 shall receive up to 3 days additional paid leave to be taken during the published Christmas shutdown period. This leave attracts accruals and superannuation contributions identical to the annual leave specified in clause 54.1(a) but does not attract leave loading.
- (b) The entitlement under clause 54.3(a) does not apply to Employees who are paid on a term time only basis (that is, they are paid on the basis of their attendance for work during school terms).

55. Public Holidays

- (a) Employees, with the exception of Boarding Supervision Services Employees, are entitled to public holidays as specified in the *Public Holidays Act 1993 (Vic)* and as gazetted by the Victorian Government from time to time. These include New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and

Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day, AFL Grand Final Friday and Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

- (b) Due to the nature of the role, when students are in residence at the Boarding House, Full Time Boarding Supervision Services Employees will be required to work on public holidays.
- (c) Public holidays that occur during a period of leave for Employees employed in Term Weeks only do not create an additional entitlement for leave.
- (d) The School and an Employee may agree in writing to the Employee taking another day as the public holiday in lieu of the specified day.

56. Exemptions

An Employee who is in receipt of a rate of salary that is 10% in excess of the rate applying from time to time for Level 8.1 set out in Schedule 2 - Annual Rates of Pay shall not be entitled to the benefits of clause 46 Allowances, clause 45.1 Ordinary Hours of Work, clause 45.2 Ordinary Hours for Shift Work, clause 48.2 Meal Break, and clause 52 Overtime Rates. Provided that there is agreement between the Employee and the School that the salary is inclusive of compensation for any payment to which the Employee would otherwise be entitled. Any dispute in this matter will be dealt with in accordance with clause 10 Dispute Resolution.

57. Termination of Employment

57.1. Grounds for Termination

Except in the case of redundancy, the School may terminate the employment of an Employee:

- (a) summarily; or
- (b) with notice, for reasons related to the Employees conduct or performance.

57.2. Notice of Termination

- (a) Except for reasons specified in clause 57.4, where the School wishes to terminate the employment of an Employee, 4 weeks' notice in writing, or full payment in lieu, will be provided to the Employee. Where an Employee is entitled to Non Term Weeks, notice is to be given wholly within the one school term.
- (b) In addition to the period of notice specified above, an Employee over 45 years of age at the time of being given notice with not less than 2 years of continuous service will be entitled to an additional week's notice.

- (c) Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2 that an Employee would have received by working during the notice period if the Employee's employment had not been terminated.
- (d) An Employee must provide the School with a minimum of 4 weeks' notice in writing. Where an Employee is entitled to Non Term Weeks, notice is to be given wholly within the one school term.
- (e) The notice period in clause 57.2(a) does not apply where the Employee is guilty of serious misconduct.
- (f) In the case of a Casual Employee, one day's notice shall be given by either party.

57.3. **Forfeiture**

- (a) If a General Staff employee fails to give the notice specified in clause 57.2(d) the Employer may withhold from any monies due to the General Staff employee on termination under this Agreement or the NES, an amount that is no more than 1 weeks' wages for the Employee.
- (b) If the Employer has agreed to a shorter period of notice than that required under clause 57.2(d) then no deduction can be made under clause 57.3(a).
- (c) Any deduction under clauses 57.3(a) must not be unreasonable in the circumstances.

57.4. **Summary Dismissal**

- (a) The School may terminate an Employee's employment summarily where in the opinion of the School, that staff member is guilty of serious misconduct of a kind such that it would be unreasonable to require the School to continue the employment during the notice period.
- (b) In cases where it is deemed necessary by the Principal to institute summary dismissal of an Employee where allegations of serious misconduct have arisen, the Employee will usually be suspended on full pay pending completion of the following steps:
 - (i) The allegations are investigated by the School;
 - (ii) Following investigation, the Employee and his or her representative will meet with the School and its representatives, if appropriate, to discuss the results of the School's investigation and to respond to the allegations.
 - (iii) Following this meeting the School will review the matter, and determine the outcome which will be communicated to the Employee.

- (c) The School may summarily dismiss an Employee without following the procedure at clause 57.4(b) if the evidence of serious misconduct is unequivocal.

57.5. Statement of Service

On the termination of employment the School shall, at the request of the Employee, give to such Employee a statement signed by the School stating the period of employment, the Employee's classification, and when the employment terminated.

Schedule 1 – Annual Rates of Pay for Teachers

The School will pay an adult Full Time Teacher not less than the annual rate of pay specified for the Teacher’s classification prescribed by the following tables, from the first pay period commencing on or after 1 February of each year.

Table 1 – Teacher Salary Scales

Level	Rates effective from the first full pay period on or after 1 February 2022 2.50%	Rates effective from the first full pay period on or after 1 February 2023 2.50%	Rates effective from the first full pay period on or after 1 February 2024 2.50%
1	79,833	81,829	83,875
2	82,789	84,859	86,980
3	85,747	87,891	90,088
4	90,184	92,439	94,750
5	94,618	96,983	99,408
6	99,052	101,528	104,066
7	103,487	106,074	108,726
8	107,183	109,863	112,610
9	110,879	113,651	116,492
10	114,966	117,840	120,786

Table 2 – Teacher Manager Salary Scales

Level	Rates effective from the first full pay period on or after 1 February 2022 2.50%	Rates effective from the first full pay period on or after 1 February 2023 2.50%	Rates effective from the first full pay period on or after 1 February 2024 2.50%
1	118,271	121,228	124,259
2	123,073	126,150	129,304
3	127,142	130,321	133,579
4	136,012	139,412	142,897
5	147,839	151,535	155,323

Table 3 – Master Teacher Salary Scales

Level	Rates effective from the first full pay period on or after 1 February 2022 2.50%	Rates effective from the first full pay period on or after 1 February 2023 2.50%	Rates effective from the first full pay period on or after 1 February 2024 2.50%
1	118,271	121,228	124,259
2	123,073	126,150	129,304
3	127,142	130,321	133,579

Should enrolment levels be maintained in accordance with the below table, additional increment/s will be applied annually from 2022 onwards in addition to the salary increases prescribed above.

Total FTE target enrolments to be maintained from 3 Year Old ELC to Year 12	Variable Pay Increment	Pay Increase
860	0.50%	A minimum 2.50% per annum increase will be paid plus an additional 0.50% should enrolments be maintained at or above 860 FTE students. The total increase payable should enrolments be at or above 860 FTE students and below 880 FTE students is 3.00%.
880	0.50%	A minimum 2.50% per annum increase will be paid plus additional increments of 0.50% and 0.50% should enrolments be maintained at or above 880 FTE Students. The total increase payable should enrolments be maintained at or above 880 FTE students is 3.50%.

For the purposes of this agreement maintenance of enrolments is defined as:

- a) Enrolments from 3 Year Old Early Learning Centre (ELC) to Year 12
- b) Enrolments are based on confirmed student numbers on the first student day of Term 1 each year.
- c) Enrolments are based on the same criteria reported in the Department of Education and Training (the Department) school Census.
- d) For the purposes of recognising enrolments the FTE is measured on a pro-rata basis. (For example, an ELC student attending 2 days per week is $2/5 = 0.4\text{FTE}$)

Table 4 – Casual Teacher Salary Scales

The salary payable to a casual Teacher will be no less than the rates listed below:

	Rates effective from the first full pay period on or after 1 February 2022
Full Day	390
Half Day	195

Casual Teacher rates shall be reviewed on an annual basis and will be no less than Victorian Government CRT rate.

Schedule 2 – Annual Rates of Pay for General Staff Employees

The School will pay an adult Full Time General Staff Employee not less than the annual rate of pay specified for the General Staff Employee’s classification prescribed by the following tables, from the first pay period commencing on or after 1 February of each year.

Level	Rates effective from the first full pay period on or after 1 February 2022 2.50%	Rates effective from the first full pay period on or after 1 February 2023 2.50%	Rates effective from the first full pay period on or after 1 February 2024 2.50%
1.1	50,954	52,228	53,533
1.2	52,909	54,232	55,588
1.3	54,825	56,196	57,601
2.1	55,255	56,636	58,052
2.2	56,995	58,420	59,881
3.1	57,691	59,133	60,612
3.2	58,734	60,202	61,707
4.1	60,901	62,424	63,985
4.2	63,943	65,541	67,180
5.1	66,025	67,676	69,368
5.2	69,193	70,922	72,696
6.1	71,681	73,473	75,310
6.2	76,547	78,461	80,422
7.1	78,799	80,769	82,788
7.2	81,320	83,353	85,437
7.3	83,839	85,935	88,083
8.1	91,310	93,593	95,933

Boarding Supervision Services Employees	Rates effective from the first full pay period on or after 1 February 2022 2.50%	Rates effective from the first full pay period on or after 1 February 2023 2.50%	Rates effective from the first full pay period on or after 1 February 2024 2.50%
2.1	66,379	68,038	69,739
3.1	69,305	71,038	72,814
4.1	73,160	74,989	76,864
5.1	79,320	81,303	83,335

Should enrolment levels be maintained in accordance with the below table, additional increment/s will be applied annually from 2022 onwards in addition to the salary increases prescribed above.

Total FTE target enrolments to be maintained from 3 Year Old ELC to Year 12	Variable Pay Increment	Pay Increase
860	0.50%	<p>A minimum 2.50% per annum increase will be paid plus an additional 0.50% should enrolments be maintained at or above 860 FTE students.</p> <p>The total increase payable should enrolments be at or above 860 FTE students and below 880 FTE students is 3.00%.</p>
880	0.50%	<p>A minimum 2.50% per annum increase will be paid plus additional increments of 0.50% and 0.50% should enrolments be maintained at or above 880 FTE Students.</p> <p>The total increase payable should enrolments be maintained at or above 880 FTE students is 3.50%.</p>

For the purposes of this agreement maintenance of enrolments is defined as:

- a) Enrolments from 3 Year Old Early Learning Centre (ELC) to Year 12
- b) Enrolments are based on confirmed student numbers on the first student day of Term 1 each year.
- c) Enrolments are based on the same criteria reported in the Department of Education and Training (the Department) school Census.
- d) For the purposes of recognising enrolments the FTE is measured on a pro-rata basis. (For example, an ELC student attending 2 days per week is $2/5 = 0.4\text{FTE}$)

Casual Instrument Music Teachers

The hourly rate for casual instrumental music teachers will be the rate published by the *Victorian Instrumental Music Teachers Association* each year for private lessons, rehearsals, performances and examinations. The pay rate for report writing will be \$4 per student report.

Junior General Staff Employees

A junior General Staff Employee is to be paid at the following percentage of the appropriate adult rate for the position performed:

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

Schedule 3 – General Staff Employee Classifications

3A 1.1 Definition 1: Supervision

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

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

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

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

3A.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) **Year 12**

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

(b) **Trade certificate**

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

(c) **Post-trade certificate**

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

(d) **Certificates I and II**

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

(e) **Certificate III**

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

(f) **Certificate IV**

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

(g) **Diploma**

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

(h) **Advanced diploma**

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

(i) **Degree**

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

(j) **Postgraduate degree**

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

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

3A.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.

3A.2 COMMENCEMENT LEVEL AND PROGRESSION

3A.2.1 Where there is more than one minimum pay point for a classification level an Employee will be eligible for movement to the next highest pay point within the classification level after each 12 month period.

The commencement levels for Employees will be as follows:

Classification	Commencement Level
School Operational Services grade 1	Level 1.1
Instructional Services grade 1	
School Administration Services grade 1	Level 1.2
Classroom Support Services grade 1	Level 1.3
Preschool/Childcare Services grade 1	Level 2.1
Classroom Support Services grade 2	
Curriculum/Resources Services grade 1	
Preschool/Childcare Services grade 2	

Boarding Supervision Services grade 1	
Wellbeing Services grade 1	
School Administration Services grade 2	
School Operational Services grade 2	
Instructional Services Grade 2	
Classroom Support Services grade 2	Level 3.1
Curriculum/Resources Services grade 2	
Preschool/Childcare Services grade 3	
Boarding Supervision Services grade 2	
School Administration Services grade 3	
School Operational Services grade 3	
Instructional Services grade 3	
Curriculum/Resources Services grade 3	Level 4.1
Preschool/Childcare Services grade 3A	
Boarding Supervision Services grade 3	
Wellbeing Services grade 2	
School Administration Services grade 4	
School Operational Services grade 4	
Instructional Services grade 4	Level 4.2
Curriculum/Resources Services grade 4	Level 5.1
Preschool/Childcare Services grade 4	
Boarding Supervision Services grade 4	
School Administration Services grade 5	
School Operational Services grade 5	
Instructional Services grade 5	
Preschool/Childcare Services grade 5	Level 6.1

Instructional Services grade 6	
Wellbeing Services grade 3	
Nursing Services grade 1	
School Administration Services grade 6	
School Operational Services grade 6	
Wellbeing Services grade 4	Level 7.1
Nursing Services grade 2	
School Administration Services grade 7	
Preschool/Childcare Services grade 6 (1 - 39 places)	Level 7.2
Preschool/Childcare Services grade 6 (40 - 59 places)	Level 7.3
Nursing Services grade 3	Level 8
Preschool/Childcare Services grade 6 (60 or more places)	
Wellbeing Services grade 5	
School Administration Services grade 8	

3A.3 CLASSIFICATIONS

Level 1

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) **Level of supervision**

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

(d) **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, academic assistant

(ii) **Preschool/Childcare Services grade 1**

- Learning and implementing the policies, procedures and routines and the requisite basic skills
- Learning how to establish relationships and interacting with children
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Assisting in the development of good relations with families attending the facility
- Performing basic duties, including food preparation, cleaning or gardening

- *Occupational equivalent:* childcare assistant, outside school hours assistant, preschool assistant, kindergarten assistant, early learning centre assistant

(iii) **School Administration Services grade 1**

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

(iv) **School Operational Services grade 1**

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers

- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the Employee's work
- Performing general laundry duties
- Performing general house assistant duties in a boarding house, such as cleaning
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the School
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the School's main dining area
- *Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

(v) **Instructional Services grade 1**

- Providing assistance to Sports teams under the direction of a Teacher
- Assisting with the preparation of equipment for Sporting events
- Providing assistance with the aquatic program under the supervision of a Learn to Swim Instructor or Squad Coach
- Providing assistance with the rowing program under the direction of a Head or Lead Coach
- Providing assistance with the community and Girl Sport Victoria (GSV) sport programs under the direction of a Teacher
- *Occupational equivalent:* sports assistant, coaching assistant

Level 2

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

(a) Competency

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

(b) Judgment, independence and problem solving

- (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.
- (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;
- (iv) an equivalent combination of experience and training; or
- (v) completion of a Level 1 Coaching qualification and less than 5 years work experience

(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

(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
- Caring for fauna and flora
- 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
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment

- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

(iii) **Preschool/Childcare Services grade 2**

- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines
- Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
- Understanding and working according to the policies and procedures associated with the children's program
- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
- Demonstrating knowledge of hygienic handling of food and equipment
- *Occupational equivalent:* childcare assistant, early learning centre assistant.

(iv) **Boarding Supervision Services grade 1**

- Performing basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and general functions of the boarding house
- Applying domestic and interpersonal skills
- *Occupational equivalent:* boarding house assistant

(v) **Wellbeing Services grade 1**

- Providing first aid services, as the designated first aid officer in the School

- *Occupational equivalent:* first aid officer
- (vi) **School Administration Services grade 2**
- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
 - *Occupational equivalent:* clerical assistant
- (vii) **School Operational Services grade 2**
- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
 - Undertaking general gardening tasks including the preparation and planting procedures
 - Laundry duties requiring the application of limited discretion
 - Operating, maintaining and adjusting turf machinery under general supervision
 - Applying fertilizers, fungicides, herbicides and insecticides under general supervision
 - Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
 - Driving a bus with a carrying capacity of 25 or more passengers
 - *Occupational equivalent:* non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver
- (vi) **Instructional Services grade 2**
- Providing assistance to Sports teams under the direction of a Teacher
 - Assisting with the preparation of equipment for Sporting events
 - Providing assistance with the aquatic program under the supervision of a Learn to Swim Instructor or Squad Coach
 - Providing assistance with the rowing program under the direction of a Head or Lead Coach
 - Providing assistance with the community and Girl Sport Victoria (GSV) sport programs under the direction of a Teacher
 - *Occupational equivalent:* sports assistant, coaching assistant with listed Level 2 qualifications

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;
- (iii) an equivalent combination of relevant experience and/or education/training;
- (iv) completion of a Level 1 Coaching qualification with more than 5 years work experience;
- (v) completion of a Level 2 Coaching qualification with less than 5 years work experience; or
- (vi) completion of an Austswim qualification and less than 5 years work experience

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
- 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:* student services co-ordinator

(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

(iii) **Preschool/Childcare Services grade 3**

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

(iv) **Boarding Supervision Services grade 2**

- Experienced boarding house supervisor who may work without direct supervision in the full range of boarding house duties. *Occupational equivalent:* boarding house supervisor

(v) **School Administration Services grade 3**

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, Employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications

- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- *Occupational equivalent:* administration assistant, office supervisor, accounts clerk, school secretary (small school)

(vi) **School Operational Services grade 3**

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating the School canteen, uniform shop or book shop, including supervision of Employees and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of school property
- *Occupational equivalent:* tradesperson, retail function co-ordinator, security officer, caretaker

(vii) **Instructional Services grade 3**

- Providing assistance to Sports teams under the direction of a Teacher
- Assisting with the preparation of equipment for Sporting events

- Providing assistance with the aquatic program under the supervision of a Learn to Swim Instructor or Squad Coach
- Providing assistance with the rowing program under the direction of a Head or Lead Coach
- Providing assistance with the community and Girl Sport Victoria (GSV) sport programs under the direction of a Teacher
- *Occupational equivalent:* sports assistant, coaching assistant with listed Level 3 qualifications

Level 4

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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;
- (v) an equivalent combination of relevant experience and/or education/training;
- (vi) completion of an Austswim qualification and more than 5 years work experience;
- (vii) completion of a Level 2 Coaching qualification with more than 5 years work experience; or
- (viii) Completion of a Level 3 Coaching qualification

(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, careers placement officer

(ii) Preschool/Childcare Services grade 3A

- Exercises similar responsibilities as a grade 3 but an Employee at this level has a Diploma in Children's Services.

- *Occupational equivalent:* childcare assistant, early learning centre assistant

(iii) **Boarding Supervision Services grade 3**

- Senior boarding house supervisor who may work without direct supervision in the full range of boarding house duties.
- Senior boarding house supervisor with a role in leadership, co-ordination or mentoring in addition to normal supervision duties.
- Deputising from time to time for the person in charge of the boarding house, while undertaking normal boarding house supervision duties.
- *Occupational equivalent:* boarding house supervisor

(iv) **Wellbeing Services grade 2**

- Providing support and guidance to students
- Providing welfare services to students
- *Occupational equivalent:* youth welfare officer

(v) **School Administration Services grade 4**

- Responsibility for the smooth and efficient financial administration of a small school
- Responsibility for both secretarial and financial administration of a school office in a small school
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users

- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
- *Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), Executive Principal's secretary, school development officer

(vi) **School Operational Services grade 4**

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- *Occupational equivalent:* advanced tradesperson, head grounds person (medium or large school)

(vii) **Instructional Services grade 4**

- Instructing individual students as part of an extra-curricular instrumental music program
- Developing and delivering training sessions and coaching individuals and teams in various sporting disciplines
- Coaching and trains sporting teams for external competition
- *Occupational equivalent:* instrumental music tutor, senior sports coach, sport coordinator

Level 5

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

(a) **Competency**

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

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) 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;
- (vi) completion of a Level 5 Coaching qualification; or
- (vii) 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:* professional assistant

(ii) **Preschool/Childcare Services grade 4**

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- Responsibility for the direction and general supervision of lower level Employees
- Ensuring a safe environment is maintained for children and Employees
- Ensuring that records are maintained accurately for each child in the Employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families
- *Occupational equivalent:* childcare assistant

(iii) **Boarding Supervision Services grade 4**

- Managing a boarding house, with significant responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other boarding supervision Employees
- Responsibility to the Executive Principal of a school for the overall supervision of the recreational and personal welfare of all students and has overall responsibility for the administration of two or more boarding houses or a very large boarding house
- *Occupational equivalent:* head of boarding (large school)

(iv) **School Administration Services grade 5**

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of school management
- Overseeing the operations of the School's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the School to operating statement stage and assisting in the formulating of period and year end entries

- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
 - *Occupational equivalent:* human resources officer, office supervisor (large school), school development officer
- (v) **School Operational Services grade 5**
- Managing a range of functions
 - *Occupational equivalent:* assistant property manager (large school), property manager (medium school)
- (vi) **Instructional Services grade 5**
- Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program
 - Developing and managing a coaching program for external competition
 - Coaching and trains sporting teams for external competition
 - *Occupational equivalent:* music tutor, head sports coach, trainer

Level 6

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

(a) Competency

- (i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- (ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- (iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the attitude to develop or redefine procedure and interpret policy so long

as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(b) Judgment, independence and problem solving

Discretion to:

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

(c) Level of supervision

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

(d) Training level or qualifications

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

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

(e) Typical activities

(i) Preschool/Childcare Services grade 5

- *Occupational equivalent:* operating as the assistant director:
- Responsibility for co-ordinating and directing the activities of Employees, including the Employees engaged in the implementation and evaluation of developmentally appropriate programs
- Contributing, through the director, to the development of the facility or policies and procedures
- Co-ordinating operations, including occupational health and safety, program planning, staff training

- Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues
 - *Occupational equivalent:* operating as the co-ordinator:
 - Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising Employees, trainees and students on placement and assisting in administrative functions
- (ii) **Wellbeing Services grade 3**
- Performing guidance and counselling, within defined accountabilities
 - Providing specialist health services and/or therapy services to students
 - Occupational equivalent: psychologist, speech therapist, occupational therapist
- (iii) **Nursing Services grade 1**
- Providing primary nursing care with its associated administrative responsibilities
 - *Occupational equivalent:* school nurse
- (iv) **School Administration Services grade 6**
- Operating and being responsible for a structurally and/or operationally defined section
 - Providing professional advice to students and Employees on the Employee's area of expertise
 - Responsibility for professional development of other Employees
 - Contributing to operational and strategic planning in the area of responsibility
 - *Occupational equivalent:* public relations manager/director, school development manager
- (v) **School Operational Services grade 6**
- Managing a range of functions
 - *Occupational equivalent:* property manager
- (vi) **Instructional Services grade 6**
- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these

- Supervising other coaching staff and managing sporting facilities
- *Occupational equivalent:* choir master, conductor, head coach

Level 7

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

(a) Competency

- (i) Within constraints set by management, Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An Employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- (ii) An Employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the Employee may be a recognised authority in a specialised area.

(b) Judgment independence and problem solving

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

(c) Level of supervision

Broad direction. May manage other Employees including general Employees.

(d) Training level or qualifications

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

- (i) a degree with at least four years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) **Typical activities**

(i) **Preschool/Childcare Services grade 6**

- Responsibility as a director, being responsible for the overall management and administration of the facility, including:
- Supervising the implementation of developmentally appropriate programs for children
- Recruiting staff in accordance with relevant regulations, as directed by the Executive Principal
- Maintaining day-to-day accounts and handling all administrative matters
- Ensuring that the facility adheres to all relevant regulations and statutory requirements
- Ensuring that the facility meets or exceeds quality assurance requirements
- Liaising with families and outside agencies
- Formulating and evaluating annual budgets
- Providing professional leadership and development to Employees
- Developing and maintaining policies and practices for the facility
- *Occupational equivalent:* childcare centre director

(ii) **Wellbeing Services grade 4**

- Managing counselling services with more than one psychologist under supervision
- *Occupational equivalent:* head of school counselling (small or medium school), senior therapist

(iii) **Nursing Services grade 2**

- Providing health counselling, health education and acting in a resource capacity to the School community, in addition to providing primary care with its associated administrative duties
- *Occupational equivalent:* school nurse

(iv) **School Administration Services grade 7**

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the School and/or outside bodies

- Providing financial advice to the Executive Principal or the business manager
- Managing the School's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (medium school)

Level 8

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) **Typical activities**

(i) **Preschool/Childcare Services grade 6**

- Responsibilities are the same as for a grade 6 classified at Level 7
- This level applies where the number of places in the centre exceeds 60

(ii) **Wellbeing Services grade 5**

- Manages a counselling or multi-disciplinary service in a large school
- *Occupational equivalent:* manager of counselling services

(iii) **Nursing Services grade 3**


- Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other Employees of the School's health service
- *Occupational equivalent:* nurse in charge

(iv) **School Administration Services grade 8**

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
- Undertaking the role of an assistant bursar/business manager in a large school
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (large school), assistant bursar/business manager

EXECUTED as an agreement this 1st day of December 2021

EMPLOYER REPRESENTATIVE

Signed: 

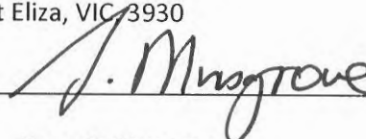
Date: 1 DECEMBER 2021

Name in full (printed): Anthony Steer

Position title: Director of Business

Authority to sign explained: Company Secretary


Address: Toorak College
73 – 93 Old Mornington Rd
Mount Eliza, VIC 3930

Witnessed by: 

Witness name in full: Georgia Musgrove

Witness address: Toorak College
73 – 93 Old Mornington Rd
Mount Eliza, VIC 3930

EMPLOYEE REPRESENTATIVE



Signed: _____

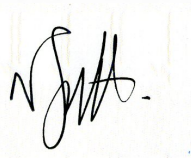
Date: 9 December 2021

Name in full (printed): Earl James

Position title: Organiser

Authority to sign explained: Union Bargaining Representative

Address: IEU
120 Clarendon Street
Southbank, VIC 3205



Witnessed by: _____

Witness name in full: Nicholas Sahlqvist

Witness address: IEU
120 Clarendon Street
Southbank, VIC 3205