



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Westbourne Grammar School
(AG2022/1088)

WESTBOURNE GRAMMAR SCHOOL ENTERPRISE AGREEMENT 2022 - 2024

Educational services

COMMISSIONER YILMAZ

MELBOURNE, 9 MAY 2022

Application for approval of the Westbourne Grammar School Enterprise Agreement 2022 - 2024

[1] An application has been made for approval of an enterprise agreement known as the *Westbourne Grammar School Enterprise 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 Westbourne Grammar School. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] I observe that clauses 18.1, 18.2, 28.3 and 28.6 of the Agreement are likely to be inconsistent with the National Employment Standards (NES). However, noting the NES precedence undertaking at Annexure A, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] 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.

[6] The Agreement is approved and in accordance with s.54, will operate from 16 May 2022. The nominal expiry date of the Agreement is 8 May 2025.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/1088

Applicant:

Westbourne Grammar School

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Adrian Camm, Principal of Westbourne Grammar School give the following undertaking with respect to the *Westbourne Grammar School Enterprise Agreement 2022 - 2024* ("the Agreement"):

1. I have the authority given to me by Westbourne Grammar School to provide the following undertaking in relation to this application before the Fair Work Commission.
2. Westbourne Grammar School undertakes that in the event of an inconsistency between the terms of this Agreement and the National Employment Standards (NES), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

Signed for and on behalf of Westbourne Grammar School

Adrian Camm



Principal
27 April 2022

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This agreement is to be known as the Westbourne Grammar School Enterprise Agreement 2022 - 2024 (the "Agreement"). This agreement is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth) between Westbourne Grammar School ("the Employer") and the Employees listed in Clause 4.

2 ARRANGEMENT

This Agreement is arranged as follows.

Clause Title	Part Number	Clause Number
Accident Make-up Pay and Workers' Compensation Payments	2	37
Agreement Flexibility	1	10
Annual Leave - School Assistants	4	47
Annual Leave - Teachers	3	42
Annual Leave Loading	2	29
Anti-discrimination	1	9
Arrangement	1	2
Breakage and Loss	2	32
Camp Allowance	2	30
Classifications and Salaries - School Assistants	4	44
Classifications and Salaries - Teachers	3	39
Commencement Date and Period of Operation	1	3
Community Service Leave	2	25
Compassionate Leave	2	21
Consultation regarding change	2	34
Coverage	1	4
Definitions	1	6
Dispute Resolution Procedures	1	11
Education of Employee's Children	2	36
Family Violence Leave	2	20
Hours of Work - School Assistants	4	45
Hours of Work — Teachers	3	40
Infectious Diseases Leave	2	22
Jury Service Leave	2	25
Leave without Pay	2	27
Long Service Leave	2	24
Meal Allowance	2	30
Minimum Employment Period	2	14
Modes of Employment	1	12
National Employment Standards	1	8
No extra Claims	1	7
Non-Teaching Weeks	3	41
Notice of Termination - School Assistants	4	49
Notice of Termination - Teachers	3	43
Overtime	4	46
Parental Leave	2	23
Payment Arrangements	2	15

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

Clause Title	Part Number	Clause Number
Performance and Conduct Management Procedures	2	33
Personal Leave	2	19
Protective Clothing	2	31
Public Holidays	2	28
Redundancy	2	35
Relationship to Awards	1	5
Remuneration Packaging	2	16
School Holidays	4	48
Study Leave	2	26
Superannuation	2	17
Terms of Appointment	2	13
Title	1	1
Travel Allowance	2	30
Withholding of Monies	2	18
Workplace Consultative Committee	2	38
Schedule Title	Schedule Number	
Teachers		
Classification Structure (Teachers)	1A	
Salaries (Teachers)	1B	
Positions of Responsibility (Teachers)	1C	
Positions of Responsibility Rates of Pay (Teachers)	1D	
School Assistants		
Classification Structure (School Assistants)	2A	
Salaries (School Assistants with Annual Leave)	2B	
Salaries (School Assistants with School Holidays)	2C	

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 Where this Agreement passes the BOOT (Better Off Overall Test), this Agreement will come into operation seven days after being approved by the Fair Work Commission in accordance with s.54 of the *Fair Work Act 2009* (Cth).

3.2 The nominal expiry date of the Agreement is three years from the date that the FWC approves the Agreement.

4 COVERAGE

4.1 This Agreement covers:

- i. the Employer;
- ii. Teachers, including Permission to Teach Teachers; and
- iii. School Assistants as defined by cl.6 (Definitions).

4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3 and 4 of this Agreement applies to Teachers and School Assistants, respectively.

This Agreement does not cover:

- (a) a Principal;
- (b) a Deputy Principal by whatever name called;
- (c) a Bursar or Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer; or;
- (d) a Teacher or School Assistant, who has been appointed to a senior management position howsoever called, and whose annual earnings are in excess of the high income threshold, as defined in section 333 of the *Fair Work Act 2009 (Cth)*, as amended pursuant to the *Fair Work Regulations 2009 (Cth)* from time to time;
- (e) Apprentices;
- (f) Trainees; and
- (g) Employees on a supported wage system.

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 DEFINITIONS

Award	means the following: <ul style="list-style-type: none"> • <i>Educational Services (Teachers) Award 2020</i> • <i>Educational Services (Schools) General Staff Award 2020</i> or successor awards
Casual Employee	means an Employee employed pursuant to clause 12 of this Agreement.
De facto Partner	(a) 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 (b) includes a former de facto partner of the Employee.
Employee	means a person covered by this Agreement
Employer	means Westbourne Grammar School Limited [ABN 60 004 363 035]
Experience	means experience of teaching after achieving the qualifications necessary for commenced at the date on which a 'qualified' person first receives a teaching appointment registration as a Teacher and will be deemed to have
Fixed Term Employee	means an Employee employed pursuant to clause 12 of this Agreement

Westbourne Grammar School Enterprise Agreement 2022 - 2024

Full Time Employee	means an Employee employed pursuant to clause 12 of this Agreement
FW Act	means the Fair Work Act 2009 (Cth) or its successor
FWC	means Fair Work Commission
Immediate Family	means (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or (b) a child, parent, grandparent, grandchild or sibling of the spouse or de facto partner of the Employee
NES	means the National Employment Standards as contained in ss.59 to 131 of the FW Act
Non-Teaching Week	means a week in the school year other than a Teaching Week and includes periods designated as school holidays for students and will not be less than the school holidays mandated by the Victorian Government for Victorian Government Teachers
Part Time Employee	means an Employee employed pursuant to clause 12 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic) and the person is employed to undertake the duties of the Teacher, which include the delivery of the School's educational program and the assessment of student participation in the educational program
Principal	means the person holding the office of Principal or the person designated as 'Acting' by the Board of Westbourne Grammar School Limited or the person to whom the Principal has explicitly delegated his or her authority
Registered Health Practitioner	means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under Victorian legislation, as amended from time to time, and includes (at the commencement date of this Agreement): <ul style="list-style-type: none"> • Chinese medicine practitioners (acupuncturists, Chinese herbal medicine practitioners and Chinese herbal dispensers) • Chiropractors • Dental care providers (dentists, dental hygienists, dental therapists and dental technicians) • Medical practitioners • Medical radiation technologists (medical imaging technologists, radiation therapy technologists and nuclear medicine technologists) • Nurses • Optometrists • Osteopaths • Pharmacists • Physiotherapists • Podiatrists • Psychologists

Westbourne Grammar School Enterprise Agreement 2022 - 2024

Registered Medical Practitioner	means a person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia
School	means a person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia
School Assistant	<p>means the Principal, Council or Committee with authority to act on behalf of Westbourne Grammar School Limited [ABN 60 004 363 035] trading as Westbourne Grammar School</p> <p>means a person who is ancillary to the process of teaching and employed as one of the following:</p> <ul style="list-style-type: none"> • art assistant • audiovisual assistant • audiovisual technician • audiovisual coordinator • education support officer • food technology assistant • integration aide • laboratory assistant • laboratory technician • laboratory manager • library assistant • library technician • school counsellor/psychologist • teacher aide
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School holidays will not be less than those mandated by the Victorian Government for Victorian Government schools.
School Year	means the period of twelve months commencing from the day the Employees are required to attend the School for the new educational year or the calendar year, as determined by the School, and includes Teaching Weeks and Non-Teaching Weeks.
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic) and is employed to teach. This definition includes Permission to Teach Teacher, Early Learning Teachers and qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Teaching week	means a week that occurs within the Westbourne Grammar School published school dates for students

7 NO EXTRA CLAIMS

The Employer and Employees agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made prior to the nominal expiry date for this Agreement as set out in Clause 3.2.

8. THE NATIONAL EMPLOYMENT STANDARDS

8.1 The National Employment Standards (NES) as contained in Part 2-2 of the FW 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.

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

8.3 Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

9. ANTI-DISCRIMINATION

9.1 It is the intention of the parties to this Agreement through respecting and valuing the diversity of the workforce; to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

9.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the parties must make every endeavor to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.

9.3 Nothing in this clause is taken to affect:

9.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth and/or State anti-discrimination legislation.

9.3.2 an Employee, or the Employer pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

10. INDIVIDUAL FLEXIBILITY AGREEMENT

- 10.1 Notwithstanding any other provision of this Agreement, the Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 10.2 The Employer and the individual Employee must have genuinely made the agreement without coercion or duress. The Employee is entitled to be accompanied if the Employee so wishes by a Representative.
- 10.3 The agreement between the Employer and the individual Employee must be confined to a variation in the application of one or more terms listed in cl.10.1.
- 10.4 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result at the time the agreement is made in the Employee being better off overall than the Employee would have been if no arrangement was made.
- 10.5 The agreement between the Employer and the individual Employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (b) state each term of this Agreement that the employer and the individual Employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
 - (d) detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 10.6 The Employer must give the individual Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 10.7 Except as provided in cl.10.5 (a), the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 10.8 An Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures including translation into an appropriate language, to ensure the Employee understands the proposal.
- 10.9 The agreement may be terminated:
- (a) by the Employer or the individual Employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the Employer and the individual Employee.
- 10.10 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 an Employer and an individual Employee contained in any other term of this Agreement.

11. DISPUTE RESOLUTION PROCEDURE

- 11.1 If a dispute relates to:
- (a) a matter arising under the Agreement;
 - (b) the NES, save and except for any dispute about whether the Employer had reasonable business grounds under subsection 65(5) of the FW Act,
- this clause sets out procedures to settle the dispute.
- 11.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee and Employees and relevant supervisors and/or management.
- 11.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 11.5 FWC may deal with the dispute in two stages:
- (a) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if FWC is unable to resolve the dispute at the first stage, FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

- 11.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) the *Occupational Health and Safety Act 2004 (Vic)* would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 11.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

12 MODES OF EMPLOYMENT

- 12.1 The Employer may employ a Full Time, Part Time, Fixed Term or Casual Employee. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.
- 12.2 Full Time Employees
- 12.2.1 The Employer may engage an Employee on a full time basis in accordance with this Agreement.
- 12.3 Part Time Employee
- 12.3.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.

12.3.2 A Part Time Employee is employed to work on a regular basis any number of hours up to but not exceeding 38 hours per week or an average of 38 hours per week.

12.3.3 A Part Time Employee is entitled to the benefits applicable to a Full Time Employee on a pro rata basis.

12.3.4 Teachers

a) The pro rata annual salary for a Part Time Teacher will be calculated using the formula in Schedule 1B.4.

b) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Part-Time Teacher at anytime.

c) The Employer may vary the teaching load and days of attendance where such a variation is required as a result of a change in funding, enrolment or curriculum. The Employer will provide seven weeks' notice in writing, (which a minimum of three weeks will be during term time) or where the change would result in a reduction in salary, the salary of the Part-time Teacher is maintained for a period of seven weeks.

12.3.5 School Assistants

a) A Part Time School Assistant will be paid an hourly rate of 1/38th of the weekly rate for classification, in accordance with Schedule 2B or 2C.

b) Hours worked and days of attendance may be varied by mutual consent between the Employer and the School Assistant.

c) The Employer may vary the hours and days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum. The Employer will provide four weeks' notice, or where the change would result in a reduction in salary, the salary of the School Assistant is maintained for a period of four weeks.

12.4 Fixed Term Employee

12.4.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:

- to replace one or more Employees who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation;
- to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

Westbourne Grammar School Enterprise Agreement 2022 - 2024

- 12.4.2 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.
- 12.4.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
- the reason for the fixed nature of the employment;
 - the date of commencement of the employment;
 - the date of cessation of the employment;
 - the benefits which are applicable under this Agreement; and
 - the rights of any Employee being replaced.
- 12.4.4 Subject to clause 14 (Minimum Employment Period), the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 42 (Teachers) and 48 (School Assistants).
- 12.4.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination (where the date of cessation of employment is stated at the time of appointment);
 - jury service leave other than under the NES;
 - redundancy;
 - school tuition/childcare fee remissions;
 - paid parental leave.
- 12.5 Casual Employee
- 12.5.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- 12.5.2 A Casual Employee is entitled to the rate of pay specified in Schedule 1B or Schedule 2B. This rate of pay includes a loading in lieu of paid leave entitlements.
- 12.5.3 The Employer will engage a Casual Teacher, for up to a day, provided that the minimum engagement will not be less than half a day on any day.
- 12.5.4 A Casual Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination of employment
 - redundancy
 - remuneration packaging
 - annual leave
 - paid parental leave
 - school tuition/childcare fee remissions
 - school holidays
 - leave loading
 - public holidays
 - paid personal leave
 - paid compassionate leave
 - paid family violence leave
 - infectious diseases leave

- study leave

12.5.5 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave, unpaid family violence leave, paid jury service leave, (under the NES) and long service leave, (where eligible).

12.5.6 An Employer must not employ a Casual Teacher, in such a capacity for more than twenty consecutive school days. By mutual agreement, employment may be up to one school term, where the days are consecutive.

PART 2 - CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

13 TERMS OF APPOINTMENT

13.1 Letter of Appointment

Each Employee, (other than a casual Employee) upon engagement shall be issued with a letter of employment by the School. The letter shall state, as a minimum, date of commencement, hours of work, duties, classification, salary payable and minimum employment period (where applicable) and the Agreement under which the person is employed. In the case of School Assistants, the letter shall also state whether the Employee is entitled to school holidays or 5 weeks' annual leave.

13.2 Statement of Service

Upon termination of employment, the Employee may request a statement of service. Upon receipt of an Employee's request, the Employer will provide the Employee with a statement of service specifying:

- the period of employment;
- the classification of, or type of work performed by the Employee; and
- any additional responsibilities or duties, including extra curricula.

14 MINIMUM EMPLOYMENT PERIOD

14.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period.

14.2 If the Employer is to terminate the employment of an Employee during the six month minimum employment period as defined by the Act, the Employer does not need to comply with clause 43 (Notice of Termination - Teachers), clause 49 (Notice of Termination - School Assistants), clause 33 (Performance and Conduct Management Procedures) or any due process, performance or conduct management policies or procedures in place from time to time.

- 14.3 If the Employer terminates the employment of the Employee within the six month minimum employment period as defined by the Act, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

<u>Employee</u>	<u>Period of Notice</u>
Teachers	4 term weeks
School Assistants	2 weeks

- 14.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 14.3 above.

15 PAYMENT ARRANGEMENTS

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

16 REMUNERATION PACKAGING

- 16.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.
- 16.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

17 SUPERANNUATION

- 17.1 The Employer currently makes an Employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating Employer. Should the Employee not nominate a complying superannuation fund for this purpose, which must not require the Employer to become a participating Employer, the contribution will be made to the Aware Superannuation Fund ('ASF') or its successor.
- 17.2 An Employee employed before 1 October 2000 has either a Defined Benefit Fund or Accumulation Fund, as agreed on 1 February 2001.
- 17.3 An Employee employed on or after 1 October 2000 has an Accumulation Fund.
- 17.4 The Employer is making an Employer Superannuation contribution pursuant to the Superannuation Guarantee legislation.

18 WITHHOLDING OF MONIES

- 18.1 If a Teacher fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the Teacher on termination under this Agreement, an amount not exceeding an amount the Teacher would have been paid for two weeks' notice.
- 18.2 If a School Assistant fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the School Assistant on termination under this Agreement, an amount not exceeding an amount the School Assistant would have been paid for one weeks' notice.

19 PERSONAL/CARER'S LEAVE

- 19.1 Personal/Carer's leave is in accordance with the NES (Division 7 of Part 2-2 of the FW Act) as amended from time to time, except where ancillary or supplementary terms are provided in this Agreement.
- 19.2 Entitlement
- 19.2.1 An Employee other than a casual Employee is entitled to a paid personal leave entitlement, which includes both personal and carer's leave.
- 19.2.2 For a Full Time, Employee, the personal leave entitlement equates to fifteen (15) days per year of service. A Part Time Employee is entitled to paid personal leave on a pro rata basis based on their ordinary hours of work.
- 19.2.3 Paid personal leave is taken by the Employee because of a personal illness or injury.
- 19.2.4 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.
- 19.2.5 Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.
- 19.2.6 A Casual Employee may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.
- 19.2.7 The amount of personal leave, a Full Time Employee may take as sick leave or carer's leave, depends upon how long the Employee has worked for the Employer and accrues as follows:
- in the first year of service, for each completed month of continuous service with the Employer 1.25 days; and
 - in the second and subsequent year of service, 15 days at the commencement of that year.

19.2.8 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

19.2.9 An Employee is entitled to personal leave provided that:

- the Employee produces a medical certificate from a registered health practitioner or other evidence satisfactory to the Employer for any absence of more than two (2) consecutive days;
- the Employee provides a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence continuous with a public holiday, or continuous with the first or last day of term to which the Employee is entitled and which would not otherwise require the production of a certificate; and
- the Employee produces a medical certificate from a registered health practitioner or a statutory declaration to the Employer where the number days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceed five (5) days (pro-rata for a part time Employee) in the one year.

19.2.10 Special Leave

- i. At the commencement of a School Year, one (1) day of an Employee's annual personal/carer's leave entitlement for that School Year, will be regarded as being available for Special Leave in that School Year.
- ii. In any School Year, an Employee cannot access more than one (1) day of the Employee's annual personal/carer's leave entitlement for that School Year as Special Leave.
- iii. An Employee must:
 - a. request Special Leave in writing and provide the reason for requesting leave; the application process may include consultation with the Head of School but the final decision rests with the Principal
 - b. make the request not less than 48 hours prior to the proposed commencement time of the leave, unless, in the opinion of the Employer, exceptional circumstances apply; and
 - c. take Special Leave as a full-day or a half-day.
- iv. The Employer will grant Special Leave subject to:
 - a. satisfaction of the application requirements, and
 - b. the operational requirements of the workplace for that day or half-day.

- v. For the purpose of this clause, Special Leave may be accessed:
 - a. to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
 - b. to attend to a matter of urgent pressing necessity or obligation;
 - c. to appear before a court or a tribunal;
 - d. to observe holy days;
 - e. for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander; or
 - f. as otherwise agreed to by the Employer.

- vi. For the purpose of this clause, Special Leave may be accessed by Teaching Staff and School Assistants with School Holidays.

20 FAMILY VIOLENCE LEAVE

20.1 Definitions

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

Family member means

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

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

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

20.2 Leave entitlement

20.2.1 A full-time employee, who is subject to an act or acts of family violence, is entitled to ten days of paid family violence leave in a school year.

20.2.2 A part-time employee is entitled to pro rata of ten days' paid family violence leave in accordance with the employee's time fraction.

20.2.3 Family violence leave may be taken as:

- (a) a continuous period
- (b) a single period of one day
- (c) any separate period/s of less than one day which the employer and employee agree.

20.2.4 Family violence leave is not cumulative from year to year.

20.3 Purpose of leave

Family violence leave is for:

- (a) meeting with police to report on an incident of family violence (including any required ongoing attendance with police)
- (b) attending legal proceedings, counselling, appointments with medical, financial or legal professionals
- (c) attending a support service providing support to persons experiencing family violence relocation or the making of other safety arrangements other activities reasonably associated with the experience of family violence.

20.4 Notice and evidentiary requirements

20.4.1 An employee must give notice to the Principal, or the Principal's delegate, of the taking of leave under this clause.

20.4.2 The notice:

- (a) must be given as soon as practicable (which may be at a time after the leave has commenced); and
- (b) must advise of the period, or expected period, of the leave.

20.4.3 The employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in cl.20.4.2. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), a family violence support service or a lawyer, or the employee may provide a statutory declaration.

20.4.3 The employer will not place the documentary evidence provided under clause 20.4.3 on the employee's file, unless expressly permitted by the employee. Instead, the employer may place a note on the employee's file confirming:

- (a) the dates that family violence leave was taken; and
- (b) that documentary evidence was sighted by the employer.

20.4.5 Sensitive personal information provided by the employee to the employer concerning family violence will be kept confidential to the extent possible, except where disclosure is required by law or to prevent a serious threat to the life, health and/or safety of any individual.

20.5 Compliance

An employee is not entitled to take leave under this clause unless the employee complies with this clause.

20.6 Interaction with National Employment Standards

If, during the period of operation of this Agreement, the NES is amended to provide paid family or domestic violence leave, the greater of the paid entitlement in cl.20.2 or the paid NES leave entitlement will be afforded to the Employee.

21 COMPASSIONATE LEAVE

21.1 Compassionate leave is in accordance with the NES (Division 7 of Part 2-2 of the FW Act Subdivision C) as amended from time to time, except where ancillary or supplementary terms are provided in this Agreement.

21.2 Entitlement

21.2.1 An Employee is entitled to (3) days' paid leave per permissible occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life;

21.2.2 This leave may be taken in a single unbroken period or in separate periods of one (1) day each or as agreed by the Employer and the Employee.

21.2.3 The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

21.2.4 For a Casual Employee, compassionate leave is unpaid.

21.2.4 Taking compassionate leave

An Employee may take compassionate leave for a particular permissible occasion if leave is taken:

- (a) to spend time with the member of the Employee's immediate family or household who has developed the personal illness, or sustained the personal injury; or
- (b) after the death of the member of the Employee's immediate family or household.

22 INFECTIOUS DISEASES LEAVE

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

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

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

22.3 HIV/Aids

An Employee who has contracted HIV/Aids through the exercise of their professional responsibilities at the School and who is unable to perform the Employee's normal duties will, on the provision of a medical certificate stating that the Employee has HIV/Aids, be granted special leave without the deduction of pay for a maximum period of 52 weeks. For a Fixed Term Employee this period will only extend beyond the period of contract at the Principal's discretion.

23 PARENTAL LEAVE

23.1 Entitlement

- 23.1.1 Parental leave is in accordance with the NES (Division 5 of Part 2-2 of the FW Act) as amended from time to time, except where ancillary or supplementary terms are provided in this Agreement.
- 23.1.2 To be entitled to parental leave, an Employee must have worked for the Employer for a continuous period of at least 12 months immediately before the date of birth or placement of the child. A casual employee will be entitled to parental leave if the Employee has worked for the Employer on a regular and systematic basis for at least 12 months and would have had a reasonable expectation of continuing employment with the Employer on a regular and systematic basis, but for the birth or placement of the child.
- 23.1.3 A period of unpaid parental leave does not break an Employee's continuity of employment.
- 23.1.4 Annual leave, personal/carer's leave and long service leave accrue in respect to the paid parental leave entitlement in accordance with the FW Act. Annual leave and personal/carer's leave do not accrue in respect of unpaid parental leave.
- 23.1.5 An Employee is entitled to up to 104 weeks paid/unpaid parental leave, where the Employee has or will have responsibility for the care of a child. This period of leave is an automatic entitlement and to avoid any doubt, 104 weeks is the total amount of parental leave including paid and unpaid leave, which can be taken.
- 23.1.6 An Employee, who has taken 104 weeks' parental leave pursuant to cl. 23.1.5, may request a further period of unpaid parental leave of up to 52 weeks provided:
 - (a) the request is made not later than six months before the day that the Employee's period of parental leave is due to end, and
 - (b) the Employee agrees to return to work at the commencement of Term 1 or Term 3
- 23.1.7 Under the NES, an Employee, who is a member of an Employee couple, where each of the Employees intends to take unpaid parental leave, is entitled to take concurrent leave, which is taken at the same time that

the Employee, who has responsibility for the care of the child has taken leave:

- (a) for up to eight weeks during the 12 months after the date of birth or day of placement of the child,
- (b) with the leave to commence no earlier than the date of birth or the day of placement of the child unless the Employer agrees to different arrangements.
- (c) with the leave taken in one continuous period or in separate periods, with each period not being less than two weeks, unless the Employer otherwise agrees.

23.2 Notice and evidence requirements

Notice

23.2.1 An Employee must give his or her Employer written notice if taking unpaid parental leave.

23.2.2 The notice must be given to the Employer:

- (a) at least 10 weeks before starting the leave; or
- (b) if that is not practicable - as soon as practicable (which may be a time *after* the leave has started).

23.2.3 The notice must specify the intended start and end dates of the leave.

Confirmation or change of intended start and end dates

23.2.4 At least 4 weeks before the intended start date specified in the notice given under clause 23.2.2, the Employee must:

- (a) confirm the intended start and end dates of the leave; or
- (b) advise the Employer of any changes to the intended start and end dates of the leave; unless it is not practicable to do so.

Evidence

23.2.5 An Employee who has given his or her Employer notice of the taking of unpaid parental leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person.

- (a) if the leave is birth-related leave — of the date of birth, or the expected date of birth, of the child; or
- (b) if the leave is adoption-related leave:
 - (i) of the day of placement, or the expected day of placement, of the child; and

(ii) that the child is, or will be, under 16 as at the day of placement, or the unexpected day of placement, of the child.

23.2.6 Without limiting clause 23.2.5, an Employer may require the evidence referred to in respect of clause 23.5.5(a) to be a medical certificate.

23.3 Where possible, parental leave should commence on the day following the last day of a school term and conclude on the day preceding the first day of a school term. In order to facilitate this, the Employer, where necessary, will extend the period of unpaid parental leave beyond the maximum entitlement, should an Employee agree to return from parental leave on the commencement of the school term immediately following the taking of parental leave.

23.4 Communication during parental leave

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

- i. 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; and
- ii. make 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.

23.4.2 During the period of parental leave, the Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis. The Employee will notify the Employer of changes in address or other contact details which might affect the Employer's ability to contact the Employee in relation to clause 23.4.1.

23.5 Paid parental leave

23.5.1 This subclause does not apply to a Casual Employee, or a Fixed Term Employee. Paid parental leave may be taken in connection with the birth or adoption of a child.

23.5.2 Where an Employee (who will have the primary responsibility for the care of the child) has completed a minimum of 12 months' continuous service and is granted unpaid parental leave in accordance with the NES, the Employee is entitled to paid parental leave of fourteen (14) weeks' at the time the Employee commences parental leave.

23.5.3 Where an Employee (who will not have primary responsibility for the care of the child) has completed a minimum of 12 months' continuous service and is granted unpaid parental leave in accordance with the NES takes a period of concurrent parental leave at the time of the birth or placement of a child, the Employee is entitled to paid parental leave of one (1) week at the time the Employee commences concurrent parental leave. The leave may be taken as an unbroken period of one

(1) week or as five (5) single days, provided it is taken within fourteen weeks of the date of birth or placement of the child.

23.5.4 In order to be entitled to a second or subsequent period of paid parental leave, the Employee must have provided at least 52 weeks' continuous service after returning from the previous period of parental leave. The term "service" used in this clause will mean a period of actual service performed by the Employee since the Employee's last period of parental leave.

23.5.5 Where the Employer employs both parents of the child, only one parent is entitled to payment pursuant to clause 23.5.2.

23.5.6 The Employer will make the payment to the Employee following the Employee's notification of the birth of the child or the placement of the child.

23.5.7 Special leave related to parental leave

If the pregnancy of an Employee ends by the birth of a still born child, or the child is born and later dies, at least 20 weeks into the pregnancy, the Employee is entitled to take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee originally intended to take.

23.5.8 Return to Work

It is preferable that an Employee will notify the Employer with one terms notice in writing of the Employee's intention to return to work after a period of parental leave.

24 LONG SERVICE LEAVE

24.1 General Entitlement

24.2 Long Service Leave is provided for in accordance with the NES, or where applicable, the Long Service Act 2018 (Vic) as amended from time to time. This clause supplements the NES provision.

24.3 Long service leave will accrue at the rate of 1.3 weeks per annum.

24.4 An Employee is entitled to long service leave of 9.1 weeks upon the completion of seven (7) years of continuous employment. An Employee is entitled to apply to take long service leave upon the completion of seven years of continuous employment.

24.5 An Employee may request to take long service leave for twice the period (minimum two terms), which will be paid at half the Employee's ordinary rate of pay. In special circumstances, an application for a shorter period of long service leave will be considered by the Employer.

24.6 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven (7) years of continuous employment.

24.7 If an Employee dies before taking 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.

24.8 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.

24.9 In all other circumstances, payment will be as follows:

(i) Teachers and School Assistant Employees previously engaged under the *Victorian Independent Schools – Clerical/Administrative Employees – Award 2004* whose time fraction has varied during service:

- is paid at a proportionate rate during long service leave, and
- the rate is determined by calculating an average of the time fractions over the period of eligible service.

(ii) All other School Assistant Employees will be entitled to payment for long service leave calculated in accordance with the Long Service Leave Act 2018 (Vic), as amended from time to time.

24.10 Timing and taking of long service leave

24.11 The timing of taking long service leave will be negotiated between the Principal and the Employee for mutual advantage but will ordinarily be taken within twelve months of the entitlement falling due.

24.12 In consultation about the timing of such leave, the Employer agrees to take into account the individual Employee's needs, in so far as they are compatible with the Employer's operational needs.

24.13 The period of long service leave for a Teacher will usually be for not less than a school term. An application by a Teacher for a shorter period of long service leave will be considered by the Employer. Where a Teacher applies to take long service leave, the application must be in writing and submitted to the Principal no later than the 12 months before the requested leave starts. Where a Teacher does not have sufficient long service leave to cover the entire term, a period of unpaid leave may be granted by the Principal. An application for long service leave that falls outside these requirements will only be considered in exceptional circumstances.

24.14 The period of long service leave for a School Assistant Employee will be for not less than one day. Where a School Assistant Employee applies to take long service leave, they must provide reasonable notice. The application must be in writing and submitted to the Principal. Where a School Assistant 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 a School Assistant Employee is applying to take long service leave for a period of 4 weeks or less, they must provide a minimum of two weeks' notice. An application for long service leave that falls outside these requirements will only be considered in exceptional circumstances.

24.15 Illness on Long Service Leave

24.16 Subject to clause 24.15, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, subject to satisfactory evidence being provided is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

24.17 The Employee's application:

- (i) must be received by the Employer during the period of illness or injury;
- (ii) must be in writing unless the injury or illness is such that the Employee is unable to write;
- (iii) must be accompanied by certificate from a Medical practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (iv) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

25 COMMUNITY SERVICE LEAVE, INCLUDING JURY SERVICE LEAVE

25.1 Community Service Leave is provided for in the NES.

25.2 Jury service leave is a form of community service leave provided for by the NES.

25.3 An Employee, if required to appear and/or serve as a juror, will be entitled to be granted leave for the period during which attendance at court is required.

25.4 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

25.5 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

25.6 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.

25.7 Subject to clauses 25.4, 25.5 and 25.6 of this clause, an Employer will pay an Employee for granted leave pursuant to clause 25.3 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

26 STUDY LEAVE

26.1 Subject to clause 26.2, the Employee will be entitled to one day of paid study leave per semester for each unit of an approved postgraduate course or other approved course, to a maximum of four (4) days in a School Year. Study leave is not cumulative.

26.2 An application for study leave must be made in advance of the day being taken, with the day to be taken being convenient to both the Employee and the Employer.

26.3 An Employee may make an application for 'long term Study Leave'. Applications must be made in writing to the Principal, outlining the details of the request.

Approval will be at the discretion of the Principal.

Approved leave would generally be taken as leave without pay.

27 LEAVE WITHOUT PAY

- 27.1 An Employee may apply for leave without pay, The application process may include consultation with Head of School but the final decision rests with the Principal
- 27.2 Other than in exceptional circumstances, such leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term, unless the Principal has expressly agreed to the contrary.
- 27.3 If an Employee is granted leave without pay, the Employee is entitled to a position commensurate with the Employee's qualifications and experience on the Employee's return. Specific duties will be by mutual consent.
- 27.4 Leave without pay does not break the continuity of employment.
- 27.5 An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay greater than two weeks in any year, except for long service leave.

28 PUBLIC HOLIDAYS

- 28.1 Public holidays are provided for in the NES. The following are public holidays:
- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; Anzac Day and Australia Day
 - the following days, as prescribed in Victoria: Queen's Birthday, Labour Day and Melbourne Cup Day; AFL Grand Final Day and/or
 - any other day substituted by an Act of Parliament or Proclamation.
- 28.2 Public holidays that occur during a period of leave for Employees in accordance with clause 41 (Non-Teaching Weeks) and clause 48 (School Holidays) do not create an additional entitlement.
- 28.3 By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- 28.4 The Employer and an individual Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.
- 28.5 An agreement made in accordance with clause 28.3 or 28.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.
- 28.6 Payment for work on a Public Holiday

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

29 ANNUAL LEAVE LOADING

- 29.1 An Employee (other than a casual Employee) who has given service for which salary has been received throughout the School Year is entitled to annual leave loading of 17.5 per cent on a maximum of four (4) weeks' annual leave.
- 29.2 An Employee who has given service for only part of the School Year is entitled to annual leave loading on a pro rata basis
- 29.3 Annual leave loading will be paid to Employees on the first pay period in December each year.

30 ALLOWANCES

30.1 Meal Allowance

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

30.2 Travel Allowance

- (a) An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties will be reimbursed.
- (b) Where a Teacher is required to perform a teaching load or a School Assistant is required to undertake relevant support services, across the two Westbourne Campuses, on the one day, then the Employee will be reimbursed for travel, where the Employee is required by the Employer to use the Employee's motor vehicle.
- (c) Where an Employee is required to attend staff meetings or compulsory Professional Development between campuses, then this travel will also be compensated. School use excludes travel between work and home.

Motor Car	80 cents per kilometre
Motor Cycle	27 cents per kilometre

30.3 Camp Allowance

- (a) A rate of \$65.00 per night will apply to Employees who are required to attend overnight domestic camps and \$80 per night for overseas camps.
- (b) All Employees, will receive the camp allowance, including for 'voluntary camps'.
- (c) Employees attending 'voluntary camps' will be determined by Heads of School in conjunction with the Camp Leader, based on appropriate skills and professional development opportunities being sought by Employees.

31 PROTECTIVE CLOTHING

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

32 BREAKAGE AND LOSS

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

33 PERFORMANCE AND CONDUCT MANAGEMENT PROCEDURES

33.1 Performance Management

33.1.1 This subclause will not apply to a Casual Employee or to an Employee serving a minimum period of employment.

33.1.2 Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in clauses 33.1.3 and 33.1.4. However, the Employer will not be required to commence a performance management procedure where the Employee's performance renders the procedure inappropriate.

33.1.3 A formal performance management procedure will commence with the Employer advising the Employee in writing of:

- the Employer's concerns with the Employee's performance;
- the time, date and place of the first formal meeting to discuss the Employee's performance;
- the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance; and
- the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.

33.1.4 Formal performance management meetings will

- include discussion of the Employer's concerns with the Employee's performance;
- give the Employee an opportunity to respond to the Employer's concerns;
- include discussion of any counselling or assistance, where appropriate, available to the Employee;
- include documentation, where appropriate; and
- set periods of review, as appropriate.

33.1.5 If, following the procedure in clauses 33.1.3 and 33.1.4, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

33.2 Conduct Management Procedure

33.2.1 This subclause will not apply to a Casual Employee or to an Employee serving a minimum period of employment.

- 33.2.2 Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in clauses 33.2.3 and 33.2.4.
- 33.2.3 The Employer will advise the Employee in writing of:
- the Employer's concern with the Employee's conduct;
 - the time, date and place of the meeting to discuss the Employee's conduct;
 - the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct; and
 - the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.
- 33.2.4 The formal conduct management meeting(s) will:
- include discussion of the Employer's concern with the Employee's conduct; and
 - give the Employee an opportunity to respond to the Employer's concerns unless the Employer could not reasonably have been expected to provide the Employee with that opportunity.
- 33.2.5 The Employer reserves the right to vary the procedure in clauses 33.2.3 and 33.3.4 where it is possible that the Employee is guilty of serious misconduct.
- 33.2.6 Concerns with an Employee's conduct may be resolved by:
- summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
 - issuing the Employee with a warning or a final warning in writing;
 - terminating the employment of the Employee in accordance with the relevant notice provision; or
 - other action, appropriate to the situation.

34 CONSULTATION ABOUT CHANGE

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

Major change

- 34.2 For a major change referred to in clause 34.1(a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) clauses 34.3 to 34.9 apply.
- 34.3 The relevant Employees may appoint a Representative for the purposes of the procedures in this term.

- 34.4 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the Representative;
- the Employer must recognise the Representative.
- 34.5 As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 34.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 34.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 34.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 34.2(a) and clauses 34.3 and 34.5 are taken not to apply.
- 34.9 In this clause, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or

- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

34.10 For a change referred to in cl.34.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) cl.34.11 to 34.15 apply.

34.11 The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.

34.12 If:

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

the Employer must recognise the Representative.

34.13 The Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
 - (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).

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

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

34.16 For the purposes of cl.34.11 to 34.15, the Employer'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.

34.17 However, where a change to the educational timetable directly results in a change to the number of ordinary hours of work of an Employee or to the spread of hours over which the Employee's ordinary hours, are required to be worked, cl.34.11 to 34.15 will apply.

In this clause:

relevant Employees means the Employees who may be affected by a change referred to in cl.34.1

35 REDUNDANCY

35.1 Discussions before termination

Clause 34 applies.

35.2 Transfer to Lower Paid Duties

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

35.3 Severance Pay

35.3.1 In addition to the period of notice prescribed for ordinary termination of employment in clause 43 (Notice of Termination - Teachers) and clause 49 (Notice of Termination - School Assistants), an Employee whose employment is terminated for reasons set out in clause 35.1.1, will be entitled to the following amount of severance pay in respect of a period of continuous service:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay.

For periods greater than 5 years' service, the School will make a severance payment equivalent to 2 weeks' pay for each completed year of service, up to a maximum severance payment of 30 weeks' pay.

Severance pay (over 55 years of age)

For periods greater than 5 years' service, the School will make a severance payment equivalent to 2.5 weeks' pay for each completed year of service, up to a maximum severance payment of 35.5 weeks' pay"

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

For the purpose 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 Employer.

35.4 Leaving during notice

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

35.5 Alternative employment

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

35.6 Time off during notice period

34.6.1 During the period of notice of termination an Employee will be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

34.6.2 If the Employee has been allowed paid leave for more than one (1) 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.

35.7 If an Employee's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of this clause.

36 EDUCATION OF EMPLOYEE'S CHILDREN

- 36.1 For a Full Time Employee who commenced employment at the School prior to the commencement of the Agreement, subject to cl.36.4 is entitled to a 50 per cent reduction on the published tuition fee until 1 December 2034 after which time they will be entitled to a 30 per cent reduction. All other fees and charges will be paid in full.
- 36.2 For a Full Time Employee who commenced employment at the School at or after the commencement of the Agreement, subject to cl.36.4, educates the Employee's child or children will receive 30 per cent reduction on the published tuition fee for each child on future enrolments. All other fees and charges will be paid at full.
- 36.3 Subject to cl.36.4, a Part Time Employee is entitled to the benefit in clauses 36.1 and 36.2 on a pro rata basis.
- 36.4 The reduction in clauses 36.1 and 36.2 does not apply where the Employee is not providing service for the reason of being absent on unpaid leave for more than one school term, except during a period of unpaid parental leave for a period of 12 months in total.
- 36.5 Early Learning Centre enrolments
- 36.5.1 An Employee employed at the School as at December 31 2013 is entitled to a bursary on fees for the Early Learning Centre at the rate of 35% if the Employee has children who use the Early Learning Centre in the future
- 36.5.2 An Employee who commenced employment at the School on or after 1 January 2014 who wishes to use the Early Learning Centre will receive 20% bursary on fees.
- 36.5.3 The bursary on fees for the Early Learning Centre enrolments applies on each day that the Employer requires the Employee to work.
- 36.6 A Fixed Term Employee or Casual Employee is not entitled to the benefits of this clause.
- 36.7 The bursary for both the School and the Early Learning Centre applies to the individual child and will be applied once to the account regardless if more than one parent is employed by the School

37 ACCIDENT MAKE-UP PAY AND WORKERS' COMPENSATION PAYMENTS

- 37.1 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 Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 37.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the

Workplace Injury Rehabilitation and Compensation Act 2013 then:

- 37.2.1 The Employee does not accrue any of the following entitlements under this Agreement or under the 6W Act (where relevant) for the duration of any such absence:
- i. paid personal/carer's leave.
- 37.2.2 In the event that an Employee who is in receipt of weekly compensation payments pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013*), has an entitlement to annual leave during non teaching weeks for a Teacher, subject to clause 41, or for a School Assistant entitled to School holidays subject to clause 48, the workers compensation payments will cease and the Employees will take the accrued annual leave entitlement.
- 37.2.3 For the purposes of clause 37.2.2 the period of annual leave will not reduce the employee's entitlements to such compensation payments or to accident make up pay, if applicable.
- 37.2.4 Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *Workplace Injury Rehabilitation and Compensation Act 2013*), 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.

38 WORKPLACE CONSULTATIVE COMMITTEE

38.1 Purpose

Although the Workplace Consultative Committee (Committee) does not determine policy or make decisions, the purposes of the Committee are to review:

- (a) the implementation of the provisions of this Agreement: and
- (b) the Teacher Workload Policy

38.2 Composition

38.2.1 The Employer will establish a Consultative Committee. The term of office of Consultative Committee members will be decided in consultation with Employees, but will be for a minimum of one (1) year and a maximum of three (3) years.

38.2.2 The Consultative Committee will comprise:

- the Principal
- two (2) nominees of the Principal
- three (3) Employees elected by and from the Employees covered by this Agreement.

38.2.3 The Chairperson of the Committee will be the Principal, except where the Principal nominates another person or agrees that the Chairperson can be elected from the Consultative Committee members.

38.3 Procedures

The members of the Committee will determine procedures, except that it is agreed that meetings of the Committee may be called by the Principal/Chairperson or by at least three (3) members of the Committee at any time:

- (a) at any time, should the purpose of the meeting relate to the implementation of the provisions of this Agreement
- (b) in Term 2 only of the School Year, should the purpose of the meeting be to review the Teacher Workload Policy.

PART 3 — CONDITIONS OF EMPLOYMENT FOR TEACHERS

39 CLASSIFICATIONS AND SALARY

- 39.1 Schedule 1A sets out the classification structure and progression through the salary scale.
- 39.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 39.3 Schedule 1C sets out the position of responsibility structure and Schedule 1D sets out the applicable rates of pay.
- 39.4 The salary specified in Schedule 1B or 1D is in compensation for all hours worked under this Agreement.

40 HOURS OF WORK

- 40.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year.
- 40.2 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 40.3 The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.
- 40.4 The Employer can expect a Part Time Teacher to undertake a proportionate number of other duties normally expected of Full-time Teachers.
- 40.5 A Teacher will be entitled to an unpaid meal break of 30 consecutive minutes which commences no later than five hours after commencing work.

41 NON TEACHING WEEKS

- 41.1 A Teacher is not required or requested to attend at the School during Non-Teaching Weeks but is required to perform such professional duties as are reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 41.2 Non-Teaching Weeks, as set by the Employer, will be the same period of time for all persons employed as Teachers, unless otherwise agreed between the Employer and a Teacher.
- 41.3 Non-Teaching Weeks are not a period of authorised leave for the purpose of the NES. A Teacher is entitled to payment for Non-Teaching Weeks in proportion

- to the Teaching Weeks worked by the Teacher in a School Year.
- 41.4 Where a Teacher takes unpaid leave of more than ten (10) days during Teaching Weeks, the number of Teaching Weeks will be reduced by the number of weeks taken as unpaid leave. The entitlement to paid Non-Teaching Weeks during the School Year will be calculated pursuant to the formula in clause 41.6.
- 41.5 Non-Teaching Weeks include the entitlement to annual leave.
- 41.6 If a Teacher's employment is terminated or a Teacher resigns prior to the end of Term 4 in any School Year or a Teacher works part only of a School Year, the Teacher is entitled to a payment for Non-Teaching Weeks in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\frac{\text{Number of Teacher's Teaching Weeks}}{\text{Total number of Teaching weeks at the School}} \times \text{Non Teaching Weeks} - \text{Non Teaching Weeks already taken}$$

42 ANNUAL LEAVE

- 42.1 Annual Leave is in accordance with the NES as amended from time to time, except where ancillary or supplementary terms are provided in this Agreement.
- 42.2 A Teacher is entitled to four (4) weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 42.3 A Teacher must take annual leave during Non-Teaching Weeks. Annual leave is deemed to be taken progressively during Non-Teaching Weeks, unless otherwise agreed in writing with the Employer.
- 42.4 A Teacher must take annual leave re-credited in accordance with the NES only during Non-Teaching Weeks as directed by the Employer.

43 NOTICE OF TERMINATION

- 43.1 Subject to clause 14 of this Agreement, where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had six months' or more continuous service with the Employer, the Employer will give seven (7) Teaching Weeks' notice of termination in writing, or seven (7) weeks' salary must be paid in lieu of notice.
- 43.2 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give four (4) weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to clause 23 (Parental Leave) that the Teacher being replaced wishes to return from parental leave.
- 43.3 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B and 1D (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 43.4 A Teacher must provide the Employer with a minimum of seven (7) Teaching Weeks' notice in writing.
- 43.5 In cases where it is demonstrated that the requirements of clause 43.4 would prevent a teacher from pursuing or accepting an offer of other employment, provided that the Principal was previously informed, notice may be negotiated with the Principal.
- 43.6 The notice period in this clause does not apply where the Teacher is guilty of serious misconduct.
- 43.7 Job Search Entitlement

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

PART 4 - CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

44 CLASSIFICATIONS AND SALARY

- 44.1 Schedule 2A sets out the classification structure for a School Assistant.
- 44.2 Schedule 2B sets out the salary for a School Assistant entitled to five (5) weeks' Annual Leave.
- 44.3 Schedule 2C sets out the salary for a School Assistant entitled to School Holidays.

45 HOURS OF WORK

- 45.1 The ordinary hours of work of a Full time School Assistant will be 38 hours per week.
- 45.2 The ordinary hours of work will be from Monday to Friday between 7.00am and 6.00pm.
- 45.3 The ordinary hours of work may be averaged over a fortnight, or a four-week period.
- 45.4 The Employer may require a School Assistant to work reasonable additional hours in accordance with the arrangement specified in Schedule 2B or 2C.

46 OVERTIME

46.1 Overtime rates

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

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

- (b) Overtime will be calculated daily.

47 TIME OFF INSTEAD OF OVERTIME PAYMENT

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

48 MAKE-UP TIME

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

49 ANNUAL LEAVE

- 49.1 Annual Leave is provided for in the NES. This clause supplements the NES provisions.
- 49.2 A School Assistant is entitled to five (5) weeks' annual leave for every twelve (12) months of continuous service on a pro rata and cumulative basis.
- 49.3 A School Assistant must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the School Assistant works.

50 SCHOOL HOLIDAYS

- 50.1 A School Assistant is entitled to School Holidays, which are inclusive of annual leave, if specified at the time of employment or as mutually agreed between the Employer and Employee during a period of employment.
- 50.2 Annual Leave is deemed to have been taken progressively during the Non-Teaching weeks of the School year in which it accrues, unless otherwise agreed with the Employer.
- 50.3 Further to clause 48.1, School Holidays, as set by the Employer, will be the same period of time for all Employees employed as School Assistants, unless otherwise agreed between the Employer and a School Assistant.
- 50.4 The salary for a School Assistant in Schedule 2C takes this period of additional leave into account.
- 50.5 A School Assistant is entitled to public holidays that fall during this period of School holidays but they do not create any additional entitlements.
- 50.6 A School Assistant who is employed for part only of a School Year or who takes leave without pay in excess of ten (10) working days in any School Year, will be

paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

$$\frac{\text{Number of working weeks excluding paid holiday periods}}{3} - \text{School Holidays already paid}$$

51 NOTICE OF TERMINATION

- 51.1 Where the Employer wishes to terminate the employment of a School Assistant, four (4) weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 51.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B or 2C that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.
- 51.3 A School Assistant must provide the Employer with a minimum of four (4) weeks' notice in writing. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 51.4 In addition to the period of notice specified in clause 49.1, a School Assistant over 45 years of age at the time of being given notice with not less than five (5) years of continuous service, will be entitled to an additional week's notice.
- 51.5 The notice period in clauses 14 and 49.1 does not apply where the School Assistant is guilty of serious misconduct.

EXECUTED as an Agreement this 27 day of April 2022

Signed for and on behalf of:

Westbourne Grammar School
Limited[ABN 60 004 363 035]




Authority to Sign

Adrian Camm
Principal

Address

300 Sayers Road, Truganina, Victoria, 3029

Signature



In the presence of

Witness
Amanda Gaye Paisley

Westbourne Grammar School
Employees
as represented by



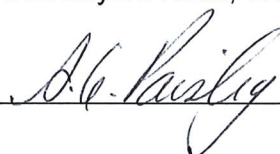
Authority to Sign

Melanie Fenn – Junior School Learning Enhancement
Teacher- Employee Bargaining Representative

Address

300 Sayers Road, Truganina, Victoria, 3029

Signature



In the presence of

Witness
Amanda Gaye Paisley

SCHEDULE 1A — CLASSIFICATION STRUCTURE (TEACHERS)

1A.1 Four year trained teachers

1A.1.1 A Teacher with a 4-year approved training course beyond secondary school and including teacher training will commence at Level 1 and subject to 1A.1.2, progress to the top of the teaching scale in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after completion of the equivalent of a School Year.

1A.1.2 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

1A.2 Permission to Teach Teachers

1A.2.1 A Permission to Teach Teacher will be paid not less than Level 1 of the Salary scale and will progress according to normal years of service to a maximum of Level 5.

1A.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

SCHEDULE 1B — SALARIES (TEACHERS)

1B.1 Annual Rate of Pay

The annual rate of pay for a Full Time Teacher will be not less than that prescribed by the following table.

	First pay period commencing on or after 1 January 2022	First pay period commencing on or after 1 January 2023	First pay period commencing on or after 1 January 2024
Level 11	116,975	119,900	122,898
Level 10	110,286	113,044	115,870
Level 9	106,362	109,022	111,748
Level 8	102,577	105,142	107,771
Level 7	98,925	101,399	103,934
Level 6	95,404	97,790	100,235
Level 5	92,011	94,312	96,670
Level 4	88,736	90,955	93,229
Level 3	85,579	87,719	89,912
Level 2	82,533	84,597	86,712
Level 1	79,596	81,586	83,626

1B.2 Weekly Rate of Pay

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

1B.3 Annual Leave Loading

The annual rate of pay in 1B.1 does not include annual leave loading.

1B.4 Part Time Rate of Pay

1B.4.1 The pro rata annual salary of a Part Time Teacher is calculated using the following formula:

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

1B.5 Casual Rate of Pay

1B.5.1 The rate of pay for a Casual Teacher will not be less than that prescribed by the following table:

	First pay period commencing on or after 1 January 2022	First pay period commencing on or after 1 January 2023	First pay period commencing on or after 1 January 2024
Per hour	\$52.00	53.30	54.63
Per half day	\$197.60	202.54	207.60
Per day	\$395.20	405.08	415.20

- 1B.5.2 The hourly rate of pay will be calculated to the nearest 15 minutes.
- 1B.5.3 The maximum rate of pay per day is the amount specified in 1B.5.1.
- 1B.5.4 The minimum engagement for a Casual Teacher will be half a day.
- 1B.5.5 Where a Part Time Teacher does agree to work extra hours on a day in which he/she already attends, the minimum engagement is one hour at the casual rate of pay.

SCHEDULE 1C - POSITIONS OF RESPONSIBILITY STRUCTURE (TEACHERS)

1C.1 Eligibility

1C.1.1 A responsibility allowance will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Employer.

1C.1.2 An allowance is linked to a position of responsibility rather than tied to an individual Teacher.

1C.1.3 The Principal determines who is eligible for a responsibility allowance.

1C.2 Notification

1C.2.1 The Principal will provide written advice to a Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.

1C.2.2 The Principal will advise the Teacher of the level to which the position equates in accordance with 1C.3.

1C.3 Positions of Responsibility Structure

1C.3.1 Where the position of responsibility is shared, then payment may also be shared.

1C.3.2 The assignment of a position to a particular level of responsibility will reflect the graduation of responsibilities exercised in the School, whether, administrative, pastoral care or educational leadership, with Level A being the most significant level of responsibility.

1C.4 Temporary or Acting Positions of Responsibility

1C.4.1 This subclause applies to a position of responsibility, to which a rate of pay applies, that will be available for one School term or longer in a temporary or acting capacity.

1C.4.2 The Principal will advertise the temporary or acting position of responsibility

1C.4.3 A Teacher interested in undertaking the position is entitled to submit a written expression of interest to the Principal.

1C.4.4 The appointment of a Teacher to a temporary or acting position of responsibility is at the discretion of the Principal.

SCHEDULE 1D - POSITIONS OF RESPONSIBILITY RATES OF PAY (TEACHERS)

1D.1 Rates of Pay

The following annual rates of pay will apply from the first pay period commencing on or after 1 January 2022, for the term of this agreement.

Level	2022 - 2024
A	12,100 - 14,300
B	9,900 - 12,100
C	7,700 - 9,350
D	6,600 - 7,040

1D.2 Increase to Rates of Pay

The increased rates specified in 1D.1 are for the life of the Agreement.

1D.3 Positions of Responsibility Descriptors

Level D POR caters for positions of responsibility involving lower levels of coordination or leadership, or coordination of a particular program within the School.

Example Head of Strings

Level C POR caters for positions of responsibility that involve the management of a smaller curriculum area

Example Junior School subject coordinator
Senior School learning leader

Level B POR caters for positions of responsibility that involve the management of a mid-sized curriculum area or pastoral care or administrative position

Example Head of Faculty (mid-sized faculty)
Head of House 7-8
Deputy Head of Junior School Campus

Level A POR caters for positions of responsibilities that involve the management of a larger curriculum area or pastoral care or administrative position

Example Head of Faculty (larger faculty)
Head of House 10-12

SCHEDULE 2A - CLASSIFICATION STRUCTURE (SCHOOL ASSISTANTS)

2A.1 Classifying school assistants

2A.1.1 Positions for School Assistants are classified in accordance with 2A.2

2A.1.2 Upon engagement, the Employer will inform a School Assistant of the classification level and salary applying to that classification.

2A.2 Level 1

2A.2.1 Positions

Positions for which qualifications are not required:

- teacher aide including Art assistants & Food & Technology assistants
- library assistant
- laboratory assistant
- audio visual assistant
- Integration Aide/Educational Support Officer

2A.2.2 Characteristics

It is characteristic of this classification that the School Assistant may be required to perform any combination of a wide range of routine functions under reasonably direct oversight but may, after gaining experience, exercise some degree of autonomy and exercise discretion.

2A.2.3 Typical duties

The duties of positions at this level may include some or all of the following:

2A.2.3(a) Library assistant:

Provision of general assistance of a supportive nature for professional and paraprofessional library staff including:

- processing books (marking, covering, repairing and shelving)
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems

2A.2.3(b) Laboratory assistant

Routine tasks including:

- simple maintenance of equipment and materials
- care of fauna and flora

- setting up less complex experiments such as are typically conducted at years 7-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

2A.2.2(c) Teacher aide

Provision of general assistance of a supportive nature for Teachers as directed including:

- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities e.g. pupil records, collections etc
- collect and distribute stock and equipment
- assist teachers with care of children on School excursions, sports days, and other out of classroom activities.

2A.2.2(d) Integration aide/Educational Support Officer

An education support position supports the educational services being provided to students. Assistance of a supportive nature will usually be carried out under close supervision and direction and duties may include:

- Assisting students on an individual or group basis in specific learning areas as directed by the teacher
- Assist with communication between students and teachers, particularly the interpretation of instructions
- Provide basic physical and emotional care for students
- Participate in the monitoring and evaluation of programs and evaluation of student involvement and achievement
- Assist with clerical duties associated with normal classroom activities (e.g. pupil records; collections; etc..)

2A.3 Level 2

Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification, but could also be gained from on the job relevant experience considered equivalent by the Employer.

2A.3.1 Positions

- library technician
- laboratory technician
- audio-visual technician
- Integration Aide/Educational Support Officer

2A.3.2 Characteristics

It is characteristic of this classification that the School Assistant may be required to perform any combination of a wide range of functions under direction but may, after

gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.

2A.3.3 Typical duties

In addition to some or all Level 1 duties, the duties of positions at this level may include some or all of the following:

2A.3.3(a) Library technician

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- searching and identifying fairly complex bibliographic material
- online purchasing
- knowledge of online resources
- displays
- management of overdues
- answering ready-reference enquiries

2A.3.3(b) Audio-visual technician

Performing responsible tasks associated with the efficient operation of an audiovisual section including such tasks as:

- operating and maintaining a wide range of equipment
- demonstrating and explaining the operation of equipment
- providing general technical support
- reproducing materials by means of sound and photographic equipment, etc
- evaluating and making recommendations for purchase

2A.3.3(c) Laboratory technician

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- manufacturing and servicing 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 Head of Department for the security of bacterial, viral or other like substances
- ordering supplies and materials

2A.3.3(d) Integration Aide/Educational Support Officer

In addition to all Level 1 duties a Level 2 Integration Aide/Educational Support Officer will have additional formal relevant qualifications (e.g. Diploma of Educational Support).

2A.4 Level 3

Positions, the duties of which require, in addition to the knowledge and skills required at Level 2 level, additional experience or knowledge such as would normally be gained from the completion of an additional year of post-secondary qualification but could also be gained from on the job relevant experience considered equivalent by the Employer.

2A.4.1 Positions

- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- senior audio-visual technician
- audio-visual coordinator

2A.4.2 Characteristics

It is an essential characteristic of a School Assistant at this classification level that such School Assistant is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of a School Assistant classified as a School Assistant Level 1 or 2.

2A.4.3 Typical duties

In addition to some duties specified for lower level positions, the duties of positions at this level may include some or all of the following:

2A.4.3(a) Senior library technician/librarian

Performing responsible tasks associated with the efficient operation of a library such as:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- in-charge of an identifiable functional unit (e.g. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

2A.4.3(b) Senior A/V technician

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

- production of resource material, e.g., multi media kits, video and film clips
- teaching skills to teachers and individual students

- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum • organising resources material
- developing borrowing strategies
- supervising staff

2A.4.3(c) Senior laboratory technician/laboratory manager

Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:

- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with Teachers)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

2A.5 Level 4

This position refers to an Employee who is a Registered Psychologist.

2A.5.1 Positions

- School Counsellor

2A.5.2 Characteristics/Typical Duties

The School Counsellor is a registered psychologist. Their primary role is to provide support for students, teachers, and parents at all levels of the School, from Preparatory grade through to Year 12. This may involve counselling, testing, liaising with parents and support for staff at School functions requiring the presence of the Counsellor

SCHEDULE 2B - SALARIES (SCHOOL ASSISTANTS WITH ANNUAL LEAVE)

2B.1 Annual Salary

2B.1.1 A Full time School Assistant in receipt of annual leave will be paid not less than the relevant salary specified for the School Assistant's classification and experience level.

	First pay period commencing on or after 1 January 2022	First pay period commencing on or after 1 January 2023	First pay period commencing on or after 1 January 2024
Level 3	82,856	84,927	87,051
Level 2	76,096	77,998	79,948
Level 1	65,599	67,239	68,920

2B.1.2 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Level 1 salary.

2B.2 Weekly Salary

The weekly salary is calculated by dividing the annual salary by 52.

2B.3 Part Time Salary

A Part Time School Assistant will be paid pro rata of the salary that the School Assistant would be entitled to receive if employed as a Full Time School Assistant. The pro rata weekly salary is calculated using the following formula:

$$\frac{\text{total hours employed per week}}{38} \times \text{Appropriate full-time weekly salary}$$

2B.4 Casual Rate of Pay

2B.4.1 A Casual School Assistant will be paid an hourly rate of pay increased by loading of 25 per cent.

2B.5 Junior Salary

A junior School Assistant is entitled to be paid not less than the following percentage of the full-time adult salary for the position and years of experience, classified in accordance with Schedule 2A of this Agreement.

Age	Percentage of full-time rate
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Under 17	50%
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Age	Percentage of full-time rate
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At 17 years	60%
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At 18 years	70%
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At 19 years	80%
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At 20 years	90%
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2B.6 Higher Duties

The Employer may direct a School Assistant to temporarily perform duties applicable to a classification higher than that of the School Assistant. Where a School Assistant performs such duties for more than one week, and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the School Assistant will be paid a salary at the rate applicable for the higher classification for the whole period during which the said duties are performed.

2B.7 Additional Hours

2B.7.1 Where the Employer requires a Full Time School Assistant to work hours additional to the averaging arrangement, the Employer will pay the School Assistant for the hours worked as per the overtime rates in clause 46.1.

2B.7.2 The Employer may require a Part-Time School Assistant to work reasonable additional hours in accordance with the provisions of this clause.

(a) Where the employee's hours are averaged:

(i) the employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 45.2, do not result in the employee working more than eight hours on that day, and do not result in the employee working more than the allowed maximum weekly ordinary hours during the averaging period; and

(ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

- (b) Where the employee's hours are not averaged:
 - (i) the employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 45.2, 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.
- (c) 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.
- (d) Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements under this award or the NES.

2B.7.3 Additional hours will only be paid where prior approval for the hours worked has been obtained from the Business Manager.

2B.8 Annual Performance Review

- 2B.8.1 A School Assistant will take part in an annual performance review.
- 2B.8.2 The annual performance review will be conducted no more than once each School Year.
- 2B.8.3 The procedures and guidelines for the review process will be developed in consultation with the School Assistants.
- 2B.8.4 The Employer will not use the annual performance review in substitution for, or as an alternative to, performance and/or conduct management.
- 2B.8.5 The annual performance review is not part of the remuneration process.

SCHEDULE 2C - SALARIES (SCHOOL ASSISTANTS WITH SCHOOL HOLIDAYS)

2C.1 Annual Salary

- 2C.1.1 A Full time School Assistant in receipt of School Holidays will be paid not less than the relevant salary specified for the School Assistant's classification and experience level.

	First pay period commencing on or after January 2022	First pay period commencing on or after 1 January 2023	First pay period commencing on or after 1 January 2024
Level 4	94,560	96,924	99,347
Level 3	71,701	73,494	75,331
Level 2	65,853	67,499	69,187
Level 1	56,771	58,190	59,645

- 2C.1.2 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than the relevant Level 1 salary.

2C.2 Weekly Salary

Refer to Schedule 2B.

2C.3 Part Time Salary

Refer to Schedule 2B.

2C.4 Junior Salary

Refer to Schedule 2B.

2C.5 Higher Duties

Refer to Schedule 2B.

2C.6 Annual Performance Review

Refer to Schedule 2B.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/1088

Applicant:

Westbourne Grammar School

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Adrian Camm, Principal of Westbourne Grammar School give the following undertaking with respect to the *Westbourne Grammar School Enterprise Agreement 2022 - 2024* ("the Agreement"):

1. I have the authority given to me by Westbourne Grammar School to provide the following undertaking in relation to this application before the Fair Work Commission.
2. Westbourne Grammar School undertakes that in the event of an inconsistency between the terms of this Agreement and the National Employment Standards (NES), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

Signed for and on behalf of Westbourne Grammar School

Adrian Camm



Principal
27 April 2022