



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Seventh--day Adventist Schools (Victoria) Limited**  
(AG2015/1150)

### **SEVENTH-DAY ADVENTIST SCHOOLS (VICTORIA) LIMITED ENTERPRISE AGREEMENT 2015-2018**

Educational services

COMMISSIONER BISSETT

MELBOURNE, 28 MAY 2015

*Application for approval of the Seventh-day Adventist Schools (Victoria) Limited Enterprise Agreement 2015-2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Seventh-day Adventist Schools (Victoria) Limited Enterprise Agreement 2015-2018.7* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Seventh-day Adventist Schools (Victoria) Limited. The agreement is a single-enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 June 2015. The nominal expiry date of the Agreement is 15 January 2018.

A handwritten signature in blue ink is written over the official seal of the Fair Work Commission. The seal is circular and contains the text 'THE SEAL OF THE FAIR WORK COMMISSION' around the perimeter. In the center of the seal is the Australian coat of arms, featuring a kangaroo and an emu flanking a shield with a seven-pointed star above it.

COMMISSIONER

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# **TEACHERS**

**SEVENTH-DAY ADVENTIST  
SCHOOLS (VICTORIA) LIMITED**

**ACN: 106 906 423**

**ENTERPRISE AGREEMENT**

**2015-2018**

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## **Part 1 Application**

### **1. Title**

This Agreement shall be known as the *Seventh-day Adventist Schools (Victoria) Limited Enterprise Agreement 2015-2018* (the Agreement).

### **2. Agreement**

This Agreement is a single enterprise agreement made pursuant to section 172 of the *Fair Work Act 2009* (Cth) (the Act).

### **3. Term**

This Agreement commences on and from the date of approval by the Fair Work Commission and the nominal expiry date is 15 January 2018.

### **4. Scope**

**4.1** This Agreement shall apply to school teachers (primary and/or secondary school teachers) and early learning teachers (the teachers, unless separately specified) at Seventh-day Adventist Schools (Victoria) Limited who are employed by the Board of Directors of Seventh-day Adventist Schools (Victoria) Limited (the Board).

**4.2** This Agreement does not apply to peripatetic employees associated with Seventh-day Adventist Schools (Victoria) Limited, for example, instrumental music tutors or other tutors or coaches remunerated on an individual fee basis.

#### **Relationship to the Award**

**4.3** This Agreement incorporates the terms of the *Educational Services (Teachers) Award 2010* (the Award) as in force from time to time.

**4.4** To the extent that a term of this Agreement deals with or provides for a term or condition contained in the Award, this Agreement will override the Award term or condition.

**4.5** Where this Agreement is silent on a particular matter the terms of the Award shall apply.

#### **National Employment Standards**

**4.6** The National Employment Standards (the NES) as contained in Part 2-2 of the Act are the minimum entitlements applying to a teacher covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.

**4.7** This Agreement, together with the Award, will provide enterprise-specific detail where it deals with a matter provided for in the NES.

### **5. Objects of the Agreement**

The parties to this Agreement have recognised:

**5.1** that Seventh-day Adventist schools exist to promote the mission of the Seventh-day Adventist Church, through quality Christian education.

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- 5.2 the need to safeguard the philosophy and quality of Adventist education through careful administration and maintaining a working environment in harmony with the mission of Adventist Schools Australia.
- 5.3 that the Board of Management has the authority to manage the Schools in harmony with Seventh-day Adventist Church policies and procedures and relevant legislation.
- 5.4 that teachers employed by the company have a responsibility to promote and uphold the philosophy of the Seventh-day Adventist Church.
- 5.5 that the intention of this Agreement is to promote the delivery of high quality education through providing terms of employment that overall, are informed by those covering teachers in State schools in Victoria.

### 6. Definitions

For the purpose of this Agreement the following definitions are used.

- 6.1 *Act* means the *Fair Work Act 2009* (Cth).
- 6.2 *Adventist Schools Australia* (ASA) means the national education department acting under the auspices of the Seventh-day Adventist Church (Australia) Ltd. ASA have the delegated responsibility for monitoring the operation of Seventh-day Adventist schools in Australia in harmony with the policies of the South Pacific Division of the Seventh-day Adventist Church (SPD).
- 6.3 *Australian Union Conference* (AUC) means the national office under the auspices of the South Pacific Division. The AUC is responsible for the operations of the Seventh-day Adventist Church in Australia.
- 6.4 *AITSL* means the Australian Institute for Teaching and School Leadership
- 6.5 *Core hours* means the normal daily hours of operation of a school during which classes are conducted
- 6.6 *Board* means the Board of Directors of Seventh-day Adventist Schools (Victoria) Limited
- 6.7 *Teacher* means an employee covered by this Agreement, and includes a VIT-registered *school teacher* employed in a primary and/or secondary school and an *early learning teacher* employed in a school, unless separately specified
- 6.8 *Employer* means the Seventh-day Adventist Schools (Victoria) Ltd
- 6.9 *Immediate family or household* has the definition in s.12 of the Act, except that the term includes a foster parent or legal guardian and a foster child
- 6.10 *Institute* means the Victorian Institute of Teaching (VIT).
- 6.11 *NES* means the National Employment Standards. See the *Fair Work Act 2009* (Cth) s.59-131.
- 6.12 *Non-term weeks* means weeks in the school year other than term weeks. It is deemed to include four (4) weeks' annual leave. Where a preschool operates according to terms that approximate school terms, non-term weeks will have the same meaning.
- 6.13 *Ordinary hours of work* means the hours of work agreed as such between the employer and the teacher. If not agreed, the hours will be 38 hours per week for a full-time teacher, averaged over 12 months, less four (4) weeks' annual leave and public holidays.

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- 6.14 *Policy*** means Seventh-day Adventist Schools (Victoria) Limited, South Pacific Division Policy or Australian Union Conference Policy, which does not form part of and is not incorporated into this Agreement.
- 6.15 *Principal*** means a teacher who has been employed by, and is responsible to the Board of Directors of the school company. The duties of the Principal include overall management of the school as determined by the employer.
- 6.16 *Qualifications*** mean qualifications or a course which are recognised by the Victorian Institute of Teaching.
- 6.17 *School*** means a school or college or early learning centre operated by Seventh-day Adventist Schools (Victoria) Ltd.
- 6.18 *School year*** means the period of 12 months from the day teachers are required to attend the school for the calendar year, and includes both term weeks and non-term weeks.
- 6.19 *Service date*** means the date from which a teacher is expected to begin duties in the newly appointed position, which is two (2) weeks before the first week of the first term of the school year for a school teacher and three (3) weeks before the first week of the first term of the school year for an early learning teacher. Or in the case of relocation from another Seventh-day Adventist school company, four (4) weeks after the end of the previous school year or at a date negotiated between the previous employer, the new employer and the teacher.
- 6.20 *South Pacific Division (SPD)*** means the division of the world Church responsible for the operations of the Church in the South Pacific Area including Australia, New Zealand, islands of the Pacific Ocean to Tahiti, and Papua and New Guinea.
- 6.21 *Teacher*** means a person employed to the teaching ministry of Seventh-day Adventist Schools (Victoria) Limited to undertake roles and duties in a school that include, but are not limited to:
- (a) the direct delivery or supervision of courses of study that are designed to implement the curriculum (as determined by the VCAA and ASA) for primary or secondary schools in accordance with the *Education and Training Reform Act 2006* (Vic); and/or
  - (b) the responsibility for assessing student participation, performance and progress in such courses as defined in the *Education and Training Reform Act 2006* (Vic); and/or
  - (c) teaching English as a second language; and/or
  - (d) other relevant teaching and learning duties as determined by the school, for example, early learning teachers, teacher-librarians, learning support teachers, counsellors, and teachers engaged in leadership positions;
  - (e) delivering the curriculum in a manner which promotes Seventh-day Adventist beliefs, ethics and values.
  - (f) leading out and/or participating in devotional activities associated with the beliefs of the Seventh-day Adventist School System.

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### 6.22 *Teacher Employment Classifications*

- (a) A teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian University, College or the overseas equivalent as determined by the National Office for Overseas Skills Recognition, or the relevant State teacher registration or accreditation authority will be classified as follows (which is also in accordance with AITSL for a school teacher):
- (i) ***Graduate Teacher*** is one who holds a degree from a recognised higher education institution, and is newly appointed to teaching and participates in an induction program.
  - (ii) ***Proficient Teacher*** is an experienced teacher with skills to deliver quality teaching and learning programs. The teacher may have responsibilities for the development of policies and procedures, and for the supervision and training of student teachers.
  - (iii) ***Highly Accomplished Teacher*** is an experienced teacher who exhibits highly effective pedagogical skills, is able to mentor and supervise other teachers, and has specific skill/s in areas associated with curriculum to add value to the quality of teaching and learning in the school.
  - (iv) ***Leading Teacher*** is a teacher employed in a leadership position for a fixed term. The teacher is highly experienced and exhibits outstanding teaching and/or administrative skills.
- (b) ***Permission to Teach (PTT) Teacher*** is a person who does not hold teaching qualifications but is registered with the Victorian Institute of Teachers under the terms and conditions of the *Education and Training Reform Act 2006* (Vic).

**6.23 *Teaching duties*** means the roles and responsibilities undertaken by a teacher in a school.

**6.24 *Term weeks*** means the weeks, or parts thereof, in the school year that students are required to attend school including designated student-free days as set out in the school calendar. Where a preschool operates according to terms that approximate school terms, term weeks will have the same meaning.

**6.25 *Non Term Weeks*** means a period of time that will be announced in advance of the new school year and will not be less than the school holidays mandated by Seventh-day Adventist School (Victoria) Ltd. Non-term weeks are deemed to include four weeks' annual leave. Where a preschool operates according to terms that approximate school terms, non-term weeks will have the same meaning.

## 7. Access to the Agreement and the National Employment Standards

The Agreement and the NES will be made available to all teachers to whom they apply either on a noticeboard located in a place accessible to teachers, or through electronic means accessible to teachers.

## 8. Individual Flexibility Arrangement



## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2015-2018**

- 8.1** This clause replaces clause 7 – Award flexibility of the Award. Notwithstanding any other provision of this Agreement, the employer and an individual teacher may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the employer and the individual teacher. The terms that the employer and the individual teacher may agree to vary the application of are those concerning:
- (i) arrangements about when work is performed;
  - (ii) allowances.
- 8.2** The employer and the individual teacher must have genuinely made the agreement without coercion or duress. The teacher is entitled to be accompanied if the teacher so wishes by a representative.
- 8.3** The agreement between the employer and the individual teacher must be confined to a variation in the application of one or more of the terms listed in clause 8.1.
- 8.4** The employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the Act; and
  - (ii) are not unlawful terms under section 194 of the Act; and
  - (iii) result, at the time the agreement is made, in the teacher being better off overall than the teacher would have been if no arrangement had been made.
- 8.5** The agreement between the employer and the individual teacher must also:
- (i) be in writing, name the parties to the agreement and be signed by the employer and the individual teacher and, if the teacher is under 18 years of age, the teacher's parent or guardian;
  - (ii) state each term of this Agreement that the employer and the individual teacher have agreed to vary;
  - (iii) detail how the application of each term has been varied by agreement between the employer and the individual teacher;
  - (iv) detail how the agreement results in the individual teacher being better off overall in relation to the individual teacher's terms and conditions of employment; and
  - (v) state the date the agreement commences to operate.
- 8.6** The employer must give the individual teacher a copy of the individual flexibility agreement within 14 days after it is agreed to and keep the agreement as a time and wages record.
- 8.7** Except as provided in clause 8.5(i) the agreement must not require the approval or consent of a person other than the employer and the individual teacher.
- 8.8** An employer seeking to enter into an agreement must provide a written proposal to the teacher. Where the teacher's understanding of written English is limited, the employer must take measures, including translation into an appropriate language, to ensure the teacher understands the proposal.
- 8.9** The agreement may be terminated:
- (i) by the employer or the individual teacher giving four (4) weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

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- (ii) at any time, by written agreement between the employer and the individual teacher.

**8.10** 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 teacher contained in any other term of this Agreement.

## **Part 2 Consultation and Dispute Resolution**

### **9. Consultation about change**

**9.1** This clause replaces clause 8 – Consultation in the Award. 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 teachers; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of teachers.

#### **Major change**

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

- (a) the employer must notify the relevant teachers of the decision to introduce major change; and
- (b) clauses 9.3 to 9.9 apply.

**9.3** The relevant teachers may appoint a representative for the purposes of the procedures in this clause.

**9.4** If:

- (a) a relevant teacher appoints, or relevant teachers appoint, a representative for the purposes of consultation, and
- (b) the teacher advises, or the teachers advise, the employer of the identity of the representative,

the employer must recognise the representative.

**9.5** As soon as practicable after making its decision, the employer must:

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

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(iii) any other matters likely to affect the teachers.

- 9.6** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant teachers.
- 9.7** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant teachers.
- 9.8** If a clause in this Agreement provides for major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 9.2(a) and clauses 9.3 and 9.5 are taken not to apply.
- 9.9** In this clause, a major change is **likely to have a significant effect on teachers** if it results in:
- (a) the termination of the employment of teachers; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of teachers; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain teachers; or
  - (f) the need to relocate teachers to another workplace; or
  - (g) the restructuring of jobs.

### **Change to regular roster or ordinary hours of work**

- 9.10** For a change referred to in clause 9.1(b):
- (a) the employer must notify the relevant teachers of the proposed change; and
  - (b) clauses 9.11 to 9.15 apply.
- 9.11** The relevant teachers may appoint a representative for the purposes of the procedures in this clause.
- 9.12** If:
- (a) a relevant teacher appoints, or relevant teachers appoint, a representative for the purposes of consultation, and
  - (b) the teacher advises, or the teachers advise, the employer of the identity of the representative,  
the employer must recognise the representative.
- 9.13** The employer must:
- (a) discuss with the relevant teachers the introduction of the change; and
  - (b) for the purposes of the discussion – provide to the relevant teachers:
    - (i) information about the proposed change (for example information about the nature of the change on the teachers; and
    - (ii) information about what the employer reasonably believes will be the effect of the change on the teachers; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the teachers; and

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- (c) invite the relevant teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

**9.14** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant teachers.

**9.15** The employer must give genuine consideration to matters raised about the change by the relevant teachers.

**9.16** For the purposes of clauses 9.11 to 9.15, the employer's educational timetables in respect of academic classes and student activities, which:

- (a) may operate on a term, semester or school year basis, and
  - (b) ordinarily change between one period of operation and the next, and
  - (c) may change during the period of operation
- are not regular rosters.

**9.17** However, where a change to an educational timetable directly results in a change:

- (a) to the number of ordinary hours of work of a teacher, or
- (b) to the spread of hours over which the teacher's ordinary hours are required to be worked, or
- (c) to the days over which the teacher is required to work, clauses 9.11 to 9.15 will apply.

In this clause, **relevant teachers** means the teachers who may be affected by a change referred to in clause 9.1.

## **10. Dispute resolution**

**10.1** This clause replaces clause 9 – Dispute resolution of the Award. The dispute resolution procedure outlined within this clause applies to any dispute arising about a matter under this agreement or the NES.

**10.2** In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the teacher or teachers concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the teacher or teachers concerned and more senior levels of management as appropriate.

**10.3** Following implementation of the process in clause 10.2, the parties may agree on a process similar to that utilised by the Fair Work Commission, including mediation, conciliation and consent arbitration.

**10.4** If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace after utilising the process in clause 10.2 and, by agreement, clause 10.3, and all appropriate steps under these clauses have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

**10.5** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

**10.6** An employer or teacher may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

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- 10.7** While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, a teacher must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the teacher to perform.

### Part 3 Employment Conditions

#### 11. Types of employment

This clause replaces clause 10 – Types of employment of the Award. Teachers under this Agreement will be employed in one of the following categories:

- (i) **Full-time teacher** means any teacher other than a casual, part-time, or fixed term teacher. A full-time teacher is an employee engaged to work an average of 38 hours per week, averaged over a 12 month period (less four (4) weeks' annual leave and public holidays).
- (ii) **Part-time teacher** means a teacher who is engaged to work regularly, but for less than a normal full-time teaching load. A part-time teacher is entitled to the benefits in this Agreement on a pro-rata basis.
- (iii) **Fixed term teacher** means a teacher employed to work full-time or part-time for a specified period which is usually not more than a full school year, but not less than four school weeks.

The following points are relevant to fixed term teachers:

- (a) a teacher may be employed on successive temporary appointments where each appointment is for a different purpose;
  - (b) a teacher employed for a fixed term must be advised in writing at the point he or she was offered the position that it was for a fixed term, and reasons stated for the position being a fixed term;
  - (c) a teacher may be employed on a fixed term contract where staffing may be reduced in the following school year. For example: a teacher employed for a specified program or project that has an end date; or a project where funding has been made available;
  - (d) a fixed term teacher may be appointed to replace a teacher: who is on leave; is performing other duties temporarily; whose employment has terminated after the start of the school year; or where a position is not able to be filled by a teacher meeting the required criteria for that position, provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.
- (iv) **Casual teacher** means a teacher who is engaged on a casual basis provided that the nature of the engagement is not regular or systematic. A casual teacher may be employed for a block of up to four (4) weeks. A casual engagement may be extended by agreement between the teacher and the employer for the period of up to one school term.

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### **12. Terms of Engagement**

#### **12.1 Selection and appointment procedures**

- (i) The company is a preferential employer, whereby preference will normally be given to the employment of members of the Seventh-day Adventist Church.
- (ii) Teaching positions (except fixed term positions for up to two terms' duration and casual positions) may be advertised as deemed appropriate by the employer and in harmony with ASA appointment procedures.
- (iii) The employer may appoint graduate teachers of SDA tertiary institutions to suitable positions after appropriate processes have been implemented.
- (iv) Appointments to teaching positions will be based on the suitability of the applicant for the position and after consultation with the Principal. The successful applicant will be informed in writing of the terms and conditions of employment at the time of appointment.
- (v) All appointments for newly employed teachers shall normally include a probationary period of two school terms or up to 12 months in certain circumstances. At the conclusion of the probation period, the employer may confirm the appointment, annul the employment or extend the probation period for a maximum of another 12 months.
- (vi) Appointments to leadership positions will be made according to Board employment procedures. Terms and conditions will be as stated in the school and company employment procedures.
- (vii) After a teacher has been appointed to a position, a letter of employment shall be provided to the teacher by the employer stating classification, rate of salary, general expectations of the teacher, and other relevant terms and conditions of employment.
- (viii) Teachers will be expected to support the beliefs, ethics and values of the Church.
- (ix) Where a person applies for a casual teaching position, the employer shall provide, on initial receipt of required employment documents, a letter stating that the teacher is approved for casual teaching, his/her classification, and expectations of the school for casual teachers
- (x) The school will provide the teacher with details of the face-to-face teaching load, duties and extra-curricular commitment.

#### **12.2 General duties**

- (i) Teachers have a responsibility to support the holistic development of each student to develop responsible citizens of the future who understand and appreciate the ethics, values and beliefs of the Church.
- (ii) Teachers have a responsibility to meet the high standards of the Seventh-day Adventist Church and the teaching profession. Teachers are therefore expected to support and promote a lifestyle consistent with Seventh-day Adventist Church ethics, beliefs and values.
- (iii) Programs of work are the intellectual property of the employer. Teachers are to leave all programs of work and other relevant documents at the school upon termination or transfer of employment or on authorised extended leave, including parental leave and long service leave.

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- (iv) Teachers are expected to provide quality education in a safe environment for students. Teachers are to comply with child protection legislation and occupational health and safety legislation.
- (v) Teachers are to receive induction and participate where required, in maintaining school records such as student attendances, accidents, and maintenance records.

### **13. Termination of employment**

**13.1** This clause replaces clause 11 – Termination of employment of the Award. Termination of a teacher may occur through resignation, retirement, dismissal or redundancy. Notice of termination provisions are under Clause 13.4. This clause of the Agreement provides enterprise-specific detail and supplements the NES that deals with termination of employment.

#### **13.2 Suspension**

- (i) The employer may suspend a teacher with or without pay while considering any matter which, in the view of the employer, could lead to the teacher's summary dismissal.
- (ii) Suspension without pay shall not be implemented by the employer without prior discussion with the teacher and shall not, except with the teacher's consent, exceed a period of four weeks.

#### **13.3 Dismissal**

- (i) The employer may dismiss on notice any teacher:
  - (a) who is Provisionally Registered with the Victorian Institute of Teaching and who does not meet the requirements for full registration within two (2) years or within an extension period as determined by the Board; or
  - (b) who is professionally negligent or incompetent and, after the implementation of a performance management program, fails to show evidence of satisfying the criteria set for continued employment;
  - (c) who engages in a lifestyle that is in conflict with the moral and ethical standards of the Seventh-day Adventist Church.
- (ii) The employer may summarily dismiss any teacher who has engaged in serious misconduct. Serious misconduct includes but is not limited to:
  - (a) wilful, or deliberate behaviour by a teacher that is inconsistent with the continuation of the teacher's contract of employment;
  - (b) any conduct that causes serious or imminent risk to:
    - the health, or safety, of a person;
    - the reputation, viability or profitability of the employer's business;
  - (c) the teacher, in the course of the teacher's employment, engaging in theft, fraud or assault;
  - (d) the teacher being intoxicated or under the influence of illicit drugs at work;
  - (e) the teacher refusing to carry out a lawful and reasonable instruction that is consistent with the teacher's contract of employment.
  - (f) any breach of the VIT's code of conduct.

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### **13.4 Notice of termination by the employer**

Subject to clause 13.5, the employment of a teacher (other than a casual teacher) will not be terminated without at least seven term weeks' notice (inclusive of the notice period required under the NES), the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal seven.

### **13.5 Notice of termination by a teacher**

- (i) The notice of termination required to be given by a teacher is the same as that required of an employer.
- (ii) If a teacher fails to give the notice specified in clause 13.4, then the employer may withhold from any monies due to the teacher on termination under this Agreement or the NES, an amount not exceeding the amount the teacher would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the teacher.

### **13.6 Job search entitlement**

Where an employer has given notice of termination to a teacher, a teacher must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the teacher after consultation with the employer. (refer to clause 14.4 for job search entitlement for redundancy).

### **13.7 Statement of service**

Upon the termination of employment of a teacher (other than a casual teacher), the employer will provide upon the request of the teacher, a statement of service setting out the commencement and cessation dates of employment and roles.

## **14. Redundancy**

### **14.1 Definition**

This clause replaces clause 12 – Redundancy of the Award and provides enterprise-specific detail and supplements the NES which deals with redundancy.

### **14.2 Transfer to lower paid duties**

Where a teacher is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the teacher would have been entitled to under the provisions of Clause 13.4 if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### **14.3 Teacher leaving during notice period**

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



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### 14.4 Job search entitlement

- (i) A teacher given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of the notice period for the purpose of seeking other employment.
- (ii) If the teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the teacher must, at the request of the employer, produce proof of attendance at an interview or the teacher will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (iii) This entitlement applies instead of clause 13.6.

### 14.5 Exclusions

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

### 14.6 Severance pay

- (i) Where a teacher's employment is terminated on the ground of redundancy, the employer shall pay severance pay in respect of a continuous period of employment.
- (ii) A week's pay means the annual salary plus any allowances paid to the teacher at the time of termination, divided by 52.18. Where the employer offers acceptable alternative employment to a teacher, the employer will not be required to make any severance payment (refer also to clause 14.2 if the teacher is transferred to lower paid duties).

#### **Table: Severance Pay**

The following severance pay scale will apply instead of the scale found in Part 2.2, Division 11 of the Act.

<b>Years of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 week's pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 15 years	16 weeks' pay
15 years and over	21 weeks' pay

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### **14.7 Part-time teachers**

If a part-time teacher's hours are reduced, without the teacher's consent, by more than 25%, then the teacher will be entitled to the provisions of this clause.

## **Part 4 Salaries and Related Matters**

### **15. Salaries**

**15.1** This clause replaces clause 13 – Classifications and clause 14 – Minimum salary of the Award. Teachers will ordinarily be remunerated as per the schedule in Appendix A of this Agreement. Under this schedule, the teacher's tithe commitment will be considered to have been fulfilled. Should a teacher prefer to take personal responsibility to care for their tithe, the teacher may make a request of the employer to enter into such an arrangement. Approval of the request would be at the discretion of the employer.

### **15.2 Payment of salary**

- (i) The annual salary and any applicable allowances under this Agreement are paid in full satisfaction of a teacher's entitlements for the school year or a proportion of the school year. The teacher's absence from school during non-term weeks is deemed to include their entitlement to annual leave. There are normally eight designated non-term weeks (including public holidays) and four annual leave weeks
- (ii) The salary incorporates any authorised reasonable additional hours worked by the teacher during the school year.
- (iii) The salary payable to any teacher is a per annum rate as set out in Appendix A, Table 1 Teachers.
- (iv) The salary shall be payable fortnightly, by electronic funds transfer into an account or accounts nominated by the teacher. A fortnightly salary shall be ascertained by dividing the annual salary by 26.09, or a weekly rate determined by dividing the annual rate by 52.18.
- (v) Normal incremental progression is on the basis of one increment for each 0.8 of equivalent full-time employment.

### **15.3 Part-time teachers**

- (i) For the purposes of determining part-time pro rata salaries and entitlements, a part-time load shall be calculated as a pro-rata equivalent of a full-time teacher, based on the normal face-to-face teaching hours which a full-time teacher at the school is required to teach.
- (ii) Normal incremental progression is on the basis of one increment for each 0.8 of equivalent full-time employment.

### **15.4 Casual teachers (CRT, or casual relief teachers)**

A casual teacher's pay rate will be not less than the Level 12 casual rate of pay in the Award, which will be informed by those applicable to casual teachers elsewhere in the education sector, including, the Victorian Government Schools Sector and the Victorian Catholic Sector.

### **15.5 Overpayments**

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Where an excess payment has been made in error to a teacher, the employer and the teacher shall seek resolution on the matter of repayment.

### **16. Classification**

#### **16.1 Categories**

This clause replaces clause 13 – Classifications of the Award. A teacher may be classified as follows:

- |                                   |                                 |
|-----------------------------------|---------------------------------|
| (i) Graduate Teacher              | Salary Levels 1 to 2            |
| (ii) Proficient Teacher           | Salary Levels 3 to 7            |
| (iii) Highly Accomplished Teacher | Salary Levels 8 to 11           |
| (iv) Leading Teacher              | Loading based on responsibility |
| (v) Head of School/Deputy         | Loading based on enrolments     |
| (vi) Principal                    | Loading based on enrolments     |

#### **16.2 Progression**

- (i) Four year trained teachers shall begin on Step 1 of the scale.
- (ii) Normal incremental progression is on the basis of one increment for 0.8 of equivalent full-time employment where a teacher successfully meets the requirements of the annual professional appraisal.
- (iii) Where a teacher fails to meet the requirements of the annual professional appraisal, the teacher's salary will be maintained at the current level where a performance improvement plan has been implemented.
- (iv) Advancement from one category to a higher category is subject to the ongoing satisfactory performance of the teacher that meets the requirements for the higher category. Categories are as follows:
  - (a) Graduate Teacher to Proficient Teacher
  - (b) Proficient Teacher to Highly Accomplished Teacher

#### **16.3 Credit for Previous Employment**

- (i) A teacher may apply for credit for previous teaching employment and shall be given credit based on full-time equivalent employment. Full-time equivalent employment means teaching service equivalent to full-time teaching employment in recognised schools or in schools certified or registered under the appropriate legislation in other States or Territories of the Commonwealth of Australia.
- (ii) A teacher may apply for credit for previous teaching in a recognised teaching institution other than a recognised school (e.g. university, TAFE), or a school outside Australia recognised by the employer, and shall be given credit for each year of employment to a maximum of four years credit. However, at the discretion of the employer, the teacher may be given full credit depending on the level of correlation between the previous teaching position and the position to which the teacher is appointed.
- (iii) A teacher may apply for credit for employment in any paid occupation deemed by the employer to be relevant to his/her teaching, and be given credit based on one

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increment for three years industry employment, to a maximum of four increments.

- (iv) The teacher applying for credit must submit an application in writing to the employer and provide documentary evidence to support the application, for example, a statement of employment on an official letterhead. Credit allowed will be given from the date of application where suitable documentary evidence is provided. The employer shall advise the teacher in writing to substantiate the application for credit of previous employment.

### **17. Leading teacher positions**

This clause replaces clause 15.3 - Leadership allowances of the Award, as follows:

- (i) Leading Teacher positions do not include the position of Principal or Deputy Principal and are appointed by application or invitation of the employer. Pay loadings for Leading Teachers are at Appendix A.
- (ii) Leading Teacher positions may be established within each school to enhance the quality of the education service provided to students. Determination of the roles and tasks of Leading Teacher positions shall be based on the management needs of the school and its strategic plans for delivering quality education with particular focus on curriculum needs.
- (iii) A Leading Teacher's role and responsibilities may include administrative, pastoral care or educational leadership, or a combination. Responsibilities may include participation in developing and undertaking initiatives associated with the school's strategic plan, curriculum planning and delivery, assessment and reporting strategies, professional development and appraisals, student welfare, or other leadership responsibilities determined by the school.
- (iv) Leading Teachers shall be appointed by the Board in harmony with appointment procedures stated within Seventh-day Adventist School (Victoria) Limited policy. Seventh-day Adventist Schools (Victoria) Limited policy does not form part of and is not incorporated into this Agreement.
- (v) The Principal will provide written advice to a teacher of the duties, tenure and loading to be paid for the relevant Leading Teacher position.

### **18. Allowances and payments**

#### **18.1 Payment for jury duty**

- (i) Jury service leave is as provided for in the NES, except whether this clause provides ancillary or supplementary terms.
- (ii) A teacher who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (iii) A teacher must notify the employer as soon as possible of the date upon which the employee is required to attend for jury service.
- (iv) A teacher 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.

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- (v) A teacher 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 Court Authorities with respect to jury service.
- (vi) Subject to cl.18.1(iii), (iv) and (v), the employer will pay normal salary to a teacher, with the teacher required to provide the payment received from the Court Authorities for jury service to the employer as soon as practicable after returning from jury service leave. For a casual or fixed term teacher, the employer may elect to pay the difference between the amount paid by the Court Authorities in respect of the teacher's attendance for jury service and the amount of salary the teacher would have received had the teacher not been on jury service leave.

### **18.2 Reimbursement for own vehicle usage**

Where a teacher is required to travel on school business using their own vehicle in the performance of their duties, compensation shall be given as per Appendix A.

### **18.3 Removal costs**

Removal costs may be available for teachers transferring to Seventh-day Adventist Schools (Victoria) Ltd, as per the policy

### **18.4 Counselling**

A teacher may be granted up to six (6) paid counselling sessions in situations where there is a serious concern about the health and welfare of the teacher. The counselling sessions must be undertaken with an appropriately trained professional and are funded by the employer.

## **19. Remuneration**

### **19.1 Salary packaging**

Information on salary packaging benefits is available for teachers. Any salary packaging agreements will be made by negotiation with the employer. Subject to Fringe Benefits Tax legislation, salary packaging is available for such items as:

- Superannuation contributions
- Laptop computers
- Relocation costs over and above those reimbursed by the employer

### **19.2 School fee discounts for teachers**

- (i) School fee discounts for tuition will be given to teachers of the school. The percentage of discount will be as stated in school/company policy.
- (ii) Part-time teachers will receive a pro-rata equivalent of the discount.

### **19.3 Deferred Salary Scheme**

- (i) This scheme is available for all permanent teachers.
- (ii) A teacher wishing to participate in the Deferred Salary Scheme shall apply to Adventist Schools Victoria.
- (iii) It operates over a term of four (4) years with the teacher deferring twenty-five (25) percent of his or her salary for the first three years and taking leave during the fourth year of the scheme while being paid the deferred salary.

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- (iv) For the fourth year, the total deferred salary will be paid at the teacher's classification/salary level during the fourth year, after adjusting for the current wage percentage increase.
- (v) Should the employer and the teacher mutually agree to withdraw from a preserved leave agreement prior to the commencement of the leave period, the teacher shall be entitled to receive the salary that has been deferred.
- (vi) If a teacher's employment terminates at any time during these periods, then the teacher will be entitled to receive the unpaid nominal amount of any deferred salary.
- (vii) Superannuation contributions shall be levied on the salary actually paid to the teacher over the four year period.
- (viii) Normal allowances such as Fees Discount for Employee's Children Policy shall be allowed in full for the three year period of employment only.
- (ix) Annual leave, personal leave and long service leave entitlements shall accrue on the three years of active employment only.
- (x) The employing organisation shall undertake to reinstate the teacher at the end of the period of preserved leave unless other arrangements are mutually agreed to and confirmed in writing before the period of leave commences.
- (xi) While service credit shall not accrue for the year of preserved leave, it shall not be considered a break in employment.
- (xii) The provisions of the Advanced Study Assistance Policy cannot be incorporated with this policy.
- (xiii) The period of preserved leave shall not be taken in conjunction with long service leave and other accrued leave entitlements so as to extend the period of leave. The twelve month period of leave shall include annual leave and other statutory holidays that fall or accrue within the leave period.
- (xiv) While absent from school on deferred salary leave (year 4), any relevant changes must be communicated as per provisions of 'Communication while on leave'.
- (xv) A subsequent deferred salary arrangement can be requested by the teacher to commence after the conclusion of an operating deferred salary arrangement.

### **19.4 VIT registration**

Provided this Agreement is approved by a majority of the teachers who cast a vote during the approval process to be held during Term 2 of 2015, the employer will reimburse VIT registration costs for all teachers.

### **19.5 Impact of Leave**

- (i) Any teacher who takes approved paid leave shall receive the benefits and salary as in clauses 19.1, and 19.2 for the period of leave granted.
- (ii) Any teacher who takes leave without pay shall not be entitled to the benefits listed in clauses 19.1 and 19.2 during the period of leave.
- (iii) Unpaid parental leave taken by the teacher does not count as a period of service for accrual of entitlements but does provide for continuity of employment.

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### 20. Superannuation

- 20.1** This clause replaces clause 18 – Superannuation of the Award. The employer shall make superannuation contributions to a complying superannuation fund in accordance with the Superannuation Guarantee Charge, or as outlined at clause 20.5.
- 20.2** Contributions are based on Ordinary Time Earnings as defined by the Superannuation Guarantee Charge legislation.
- 20.3** Where a teacher has not nominated a complying fund, the default fund will be as nominated by the employer from time to time.
- 20.4** Teachers may request additional superannuation payments be made on their behalf as either salary sacrificed deductions or deductions after tax.
- 20.5** From 1 January 2015, the employer will make superannuation contributions in accordance with the following table:

<b>Years of completed service</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
<b>Less than 10 years</b>	9.50%	9.50%	9.50%
<b>10 - 14 years</b>	10% (add 0.5% )		
<b>15 – 19 years</b>	10.25% (add 0.75%)	11% (add 0.75%)	
<b>20 or more years</b>	10.5% (add 1.0%)	11.5% (add 1.0%)	12% (add 0.5%)

Note: A teacher at Edinburgh College, who is in receipt of an employer superannuation contribution above the percentage specified by the above table at the commencement of this Agreement, will retain the higher contribution, with any further increases in the contribution being made in accordance with the above table.

## PART 5 Hours of Work and Specific Work Related Matters

### 21. Ordinary Hours of Work

- 21.1** Notwithstanding the NES, and due to the operational requirements of the employer, the ordinary hours of a teacher under this Agreement may be averaged over the 12 month period of the School year, excluding annual leave and public holidays.

### 21.2 Non-term weeks

- (i) Non-term weeks are deemed to include the four (4) weeks of annual leave as legislated under the National Employment Standards (NES) of the Act. A teacher is not required or requested to attend at the school during non-term weeks but is

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required to perform such professional duties as are determined by the teacher as being reasonably necessary to enable the proper performance of the teacher's role. Where a preschool operates according to terms that approximate school terms, non-term weeks will have the same meaning.

- (ii) The teacher's role is defined by the employer.
  - (iii) Before the beginning of Term 1 for students each year, returning school teachers are expected to attend school for a maximum of seven working days, comprising of two days for professional learning at Adventist Schools Victoria Annual Conference (ASVAC) and five days within the school setting. Teachers newly employed at the start of the school year are expected to attend school for a minimum of seven working days and up to ten working days before the school year commences for students.
- 21.3** The ordinary hours of work to be averaged over a 12 month period (excluding annual leave and public holidays) exclude those extra hours such as:
- (i) school-related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
  - (ii) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which a teacher may be recalled to perform duties relating to their position.
- 21.4** Secondary teachers may be required to complete up to 18 hours of extras for a full-time teacher per year as negotiated between the teacher and the principal. The number of extras shall be limited to one extra per week, or two extras per fortnight timetable cycle and only where the teacher does not already have five (5) periods timetabled for the day. Variance from this may occur where extenuating circumstances exist. The number of extras for a part-time teacher will be calculated on a pro rata basis, based on their FTE. Should a part-time teacher be requested to work more than the pro-rated extras, the part-time teacher will be remunerated for the extras at the teacher's normal rate of pay.
- 21.5** A primary teacher's release time shall be preserved in the following circumstances
- (a) it is a school day with students in attendance,
  - (b) the teacher's release time is from face-to-face classroom duties,
  - (c) the teacher is required to forgo the release time normally taken at that time,
  - (d) instead of being released the teacher is required to take a class, directly supervise students or is required by the principal to attend a meeting or other work appointment,

with the primary teacher's lost release time to be taken at a time agreed between the principal and the teacher.

## **22. Breaks**

This clause replaces clause 20 – Breaks of the Award. A teacher will be entitled to an unpaid meal break of not less than 30 consecutive minutes, which commences no later than five hours after the scheduled commencement of work. The lunch break may be taken at a time different to the school's timetabled lunch break. Although the school will make every effort to provide a teacher with an unpaid meal break of not less than



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30 minutes, it may only be possible to provide a teacher who is on yard duty during the meal break with a break of not less than 20 consecutive minutes.

### **23. Teachers' specific duties**

- (i) The normal duties of teachers in addition to scheduled teaching, preparation, assessment and reporting, shall include attendance at morning devotions, playground duties, sports duties, attending staff meetings, parent/teacher meetings, administration and assembly duties, and pastoral care duties, as rostered.
- (ii) Specialised teaching and learning duties may include roles as determined by the school, for example, early learning teachers, teacher-librarians, learning support teachers, and teachers engaged in leadership positions.
- (iii) Duties may also include attending school camps, retreats, excursions (including overnight excursions) and other extra-curricular activities.
- (iv) Duties for leadership positions and for specialist teachers will be specified in their job description.
- (v) Details of all of a teacher's duties will be included in the job description which will be provided to newly appointed teachers.
- (vi) Yearly review of load etc. to be negotiated in good faith with the school administration, and a specific job description to be drafted for any additional duties.

#### **23.1 Allocation of Duties**

- (i) In a primary school, a full time teacher (other than a graduate teacher in the first year of teaching (1<sup>st</sup> year teacher), may be allocated a maximum of 23 hours of face to face teaching per week. From the 2016 school year, the maximum allocation will be 22.5 hours of face to face teaching per week. Chapel, which is part of the special character of schools, is not included in the allocation of face-to-face teaching hours.
- (ii) In a secondary school, a full time teacher (other than a graduate teacher in the first year of teaching (1<sup>st</sup> year teacher), may be required to teach up to 20 hours of face to face teaching per week. Home room duties and Chapel, which is part of the special character of schools, are not included in the allocation of face-to-face teaching hours.
- (iii) If a teacher wishes a variation from the normal teaching load at the school, then this must be negotiated with the principal and the employer.
- (iv) For each teacher (Graduate Teacher) in their first year of experience, a 0.9 FTE teaching load will be allocated.
- (v) Teachers involved in mentoring Graduate Teachers will be granted a reduction in expected school duties of up to one hour per week commensurate with the time taken to act as a mentor.
- (vi) Part time teachers shall be allocated a pro rata amount of scheduled release time.

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- (vii) The maximum average number of days per week on which a teacher can be required to attend a meeting or work-related appointment after school is two afternoons. Regular meetings should be predictable in scheduling.
- (viii) Meetings including school teachers, year level coordinators, and heads of department and departmental meetings shall conclude by 5.00 pm, except by common agreement to finish at a later time. Meetings involving early childhood teachers start after the centre closes (5.30 pm approx.) and usually conclude by 7.30 pm with one meeting per month occurring between 7.00pm and 8.30 pm. As an early learning teacher's salary includes remuneration for attending these meetings, Schedule B.4 of the Award does not apply.

### **23.2 Teaching in more than one workplace on the same day**

- (i) Where a teacher is regularly required to attend more than one employer-operated workplace during the one school day, the teacher shall be allowed reasonable and sufficient time for the required transport between school campuses during the school day.
- (ii) In these situations, the teacher will be reimbursed for the travel incurred in the teacher's private motor vehicle according to the mileage rate specified in this Agreement.

### **23.3 Flexibility in Timetables**

- (i) Flexibility in timetabling may be necessary due to curriculum demands or student needs. Consultation is required to establish the need and viability for flexibility in timetabling different hours of teaching.
- (ii) Where a teacher is required to teach classes outside the normal timetabled times, the teacher's duties or hours of attendance shall not be increased and the teacher shall be given equivalent time off, preferably at the start or conclusion of the normal school day.

### **23.4 Teacher skill development**

- (i) The Victorian Institute of Teaching (VIT) requirements for full registration support quality teaching and learning practices. Teachers (including early learning teachers from October 2015) are required to meet VIT's standards to maintain registration as required by VIT.
- (ii) Teaching professional standards support quality teaching and learning practices. The standards are the basis for achieving the teacher accreditation levels of Professional Competence, Professional Accomplishment and Professional Leadership level. The standards are also the basis for annual performance appraisals for all teachers employed by the Company.
- (iii) Teachers in their first two years of experience shall participate in a registration and induction program. The program will include requirements set by the Board, the Institute and the ASA, in conjunction with the teacher. To assist the teachers in their professional teaching, reviews will be held throughout the year. The induction program is integrated into the Company's annual appraisal program.
- (iv) A teacher (including early learning teachers from October 2015) with less than full registration with VIT is required to participate in a modified induction process to meet the requirements for full registration with VIT.

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- (v) Teachers who attain accreditation at the Professional Competence level under VIT must meet the requirements for professional development to retain accreditation.
- (vi) Teachers are expected to undertake professional learning which will add quality to their teaching and learning. Professional learning may also be undertaken to increase teaching flexibility and the range of subjects the teacher can teach.
- (vii) If there is agreement between the part-time teacher and the school or employer about attendance of professional development during school hours on days when the teacher usually does not work, the teacher will be paid.

### **23.5 Teacher quality**

- (i) To provide feedback on a teacher's performance, each teacher shall participate annually in the employer's teacher appraisal program. This program, conducted by the school where the teacher is employed, is designed to enhance and support the development of teaching and learning competencies and skills.
- (ii) The annual appraisal program includes the teacher participating in a review meeting with the principal or the principal's nominee. This meeting will be formative. The meeting will focus on reviewing achievement and suggesting avenues for professional development in accordance with the skills identified in the Standards of Professional Practice in Seventh-day Adventist Schools (Vic) Ltd. Policy.
- (iii) The annual appraisal program will not be used for other purposes including disciplinary action and/or due process.
- (iv) Where the employer considers that a teacher's performance does not meet the Standards of Professional Practice, due process as per the Due Process Policy shall be initiated. The purpose of due process is to clearly identify the performance areas to be addressed by the teacher, structure a time frame for this to occur, and outcomes if the teacher is unwilling and/or unable to meet target/s within the time frame.
- (v) Due process is separate and distinct from the Company's teacher appraisal program.

### **23.6 Advanced study support**

Financial support, at the discretion of the employer, may be provided for teachers undertaking advanced or specialised study where such study contributes to the needs of the employer. A teacher who wishes to apply for support shall discuss the matter with the Director of Education.

### **23.7 Multi-skilling**

Subject to qualifications, training and the long-term career goals of the teacher, the employer may make provision for teachers to teach across year levels or subject areas, provided that further qualifications, training or support are provided where needed.

### **23.8 Camp attendance**

- (i) Attending a school camp is an integral component of a school teacher's role in a school.

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- (ii) A school teacher may apply in writing to the Principal to undertake alternative duties instead of attending a camp. The application must state the reason for requesting alternative duties. The assignment of alternative duties is at the Principal's discretion.
- (iii) A school teacher, other than a school teacher who has a lighter loading to compensate for school camps, who is required to attend a camp for more than five consecutive nights will be granted one day in lieu. The day in lieu will be taken at a mutually agreed time, after considering the operational requirements of the school.
- (iv) A school teacher, who is required to attend a school camp over a weekend, will be granted one day in lieu. The day in lieu will be taken at a mutually agreed time, after considering the operational requirements of the school.
- (v) A school teacher, who is required to attend a school camp on a public holiday, will be granted a day as a substitute public holiday. The substitute public holiday will be taken at a mutually agreed time, after considering the operational requirements of the school.
- (vi) A school teacher, who is required to supply and carry food for personal consumption during a non-catered school camp, will be reimbursed up to \$20.00 per day on producing receipts for actual food expenses incurred. The reimbursement for part of one day will be calculated pro rata of three meals per day.

## **Part 6 Leave and Public Holidays**

### **24. Portability of Leave**

All leave accruing to a teacher shall be portable between and amongst Seventh-day Adventist Church entities.

### **25. Pupil free days**

A minimum of two pupil free days per year shall be allowed for the purposes of exam marking and report writing (outside of administration and conference requirements) for school teachers.

### **26. Public holidays**

The days on which public holidays are observed shall be any day proclaimed as a public holiday. Days include New Year's Day, Australia Day, Labour Day (March), Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.

### **27. Annual leave**

#### **27.1 Annual leave entitlement**

- (a) A teacher is entitled to four (4) weeks' annual leave each year in accordance with the NES as prescribed by the Act. Annual leave is deemed to be taken for four weeks over the year end school break, that is, from mid-December to mid-January of the following year.

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### **(b) Pro rata leave calculation**

A teacher who terminates their employment in the following circumstances:

- (i) A teacher commencing employment after the commencement of the school year;
  - (ii) A teacher whose employment terminates during the course of a school year;
  - (iii) A teacher who has taken leave without pay of more than two weeks during the school year; or
  - (iv) Where the hours of work of a teacher have varied during the course of the school year; will be entitled to a pro-rata leave calculation in accordance with clause 22 of the Award.
- (c) The pro-rata leave calculation referred to within this clause and calculated in accordance with the Award is inclusive of annual leave owing to a teacher in respect of the school year in which the formula is applied.

### **27.2 Annual leave loading**

There is no separate annual leave loading under this Agreement, as it is already included in the rate of pay – i.e. an amount of 1.342% has been added to the base salary to arrive at the salary levels as shown in Appendix A.

## **28. Personal Leave**

### **28.1 Relationship to Award**

This clause replaces clause 24 – Personal/carer’s leave and compassionate leave of the Award.

### **28.2 Definition of personal leave**

Personal leave includes sick leave, carer’s leave and discretionary leave.

### **28.3 Notification of absence**

A teacher must notify the relevant school’s contact person of the teacher’s absence as soon as reasonably practicable. The notice must be to the effect that the teacher requires the leave because of a personal illness or injury or to provide care or support to a member of the teacher’s Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

### **28.4 Entitlement for personal leave**

- (i) A full-time or part-time teacher, including a fixed term teacher, is entitled to paid personal leave which is cumulative.
- (ii) A full-time teacher is entitled to accrue 15 days of paid personal/carer’s leave days per annum.
- (iii) The accrual rate for a part-time teacher is to be based on a percentage of a full-time teaching load.
- (iv) Casual teachers are not entitled to personal leave provisions.

### **28.5 Sick leave (part of personal leave)**

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- (i) Any full-time, temporary or part-time teacher shall be entitled to paid sick leave for any absence due to illness or injury, subject to the total accrued entitlement referred to in clause 28.1.
- (ii) Where a teacher is entitled to worker's compensation, sick leave entitlements do not apply.
- (iii) A teacher who takes sick leave due to illness or injury must notify the relevant school contact person before the start of the school day unless it is not reasonably practicable to do so. In such circumstances, notification as early as possible after the absence has commenced is required. Notification should include the reason and estimated duration of the absence.
- (v) A teacher is entitled to sick leave provided that:
  - (a) the teacher produces a medical certificate from a Registered Medical Practitioner or statutory declaration to the employer for any absence of more than two consecutive days;
  - (b) the teacher provides a medical certificate from a Registered Medical Practitioner or statutory declaration to the employer for any absence continuous with a public holiday to which the teacher is entitled or a non-term week and which would not otherwise require the production of a certificate; and
  - (c) the teacher produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the employer where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

### **28.6 Carers' leave (part of personal leave)**

- (i) Accrued personal leave may be used by the teacher to care for persons in their immediate family or household.
- (ii) Leave may be taken for a whole day or half a day.
- (iii) Notification should be given to the relevant school's contact person as soon as reasonably practical, stating the reason for the care needed and the estimated duration of care.
- (iv) A medical certificate or other documentation may be requested by the employer as evidence that care is required for the person concerned.
- (v) A casual teacher is not entitled to paid carer's leave. However, a casual teacher has the right not to attend work where carer's leave is required for a person who is an immediate family or household member.

### **28.7 Carer's leave (unpaid)**

- (i) A teacher (including a casual teacher) is entitled to unpaid carer's leave to provide care and support for a person who is an Immediate Family or household member of the teacher.
- (ii) Unpaid carer's leave may only be taken after the teacher's paid personal/carer's leave entitlements have been exhausted.
- (iii) Unpaid carer's leave may be taken for up to 2 days per occasion, or for any separate period as agreed by the employer and the teacher.

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- (iv) A period of unpaid carer's leave of more than five consecutive school days does not break continuity of service, but it does not count as service.

### **28.8 Discretionary leave (part of personal leave)**

- (i) Discretionary leave is available to teachers for purposes which are not otherwise provided for within personal leave or compassionate leave, e.g. child's graduation, immediate family wedding, relocating to a different location during the school year, funeral of a close colleague, friend or relative who does not fit the definition of being a member of a teacher's Immediate Family or household.
- (ii) Discretionary leave up to a maximum of three (3) days per annum may be granted upon written application by the teacher to their principal. Extenuating circumstances may be considered for the need for further discretionary leave.
- (iii) Any discretionary leave taken is taken from personal leave entitlements and is to be recorded within the payroll records.
- (iv) Discretionary leave is available to part time teachers on a pro rata basis
- (v) Discretionary leave is non-cumulative.
- (vi) Discretionary leave is not available to casual teachers.

### **29. Infectious diseases leave**

**29.1** A teacher who is suffering from one of the following infectious diseases will be granted special leave of up to three months without deduction of pay provided the employer is satisfied on medical advice that the teacher has contracted the disease through a contact at the school, and the disease is evident in the school:

- (i) German measles
- (ii) Chickenpox
- (iii) Measles
- (iv) Mumps
- (v) Scarlet fever
- (vi) Whooping cough
- (vii) Rheumatic fever
- (viii) Hepatitis

**29.2** The teacher 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.

### **30. Compassionate leave**

**30.1** Compassionate leave is special paid leave of up to three (3) days per permissible occasion for a teacher to spend time with a person who is an Immediate Family or household member and who has an illness or injury that poses a serious threat to his/her life, or after the death of an Immediate Family or household member. This leave is separate to personal leave in clause 28 of this Agreement. Compassionate leave is not cumulative.

**30.2** In the case of a request for compassionate leave, the employer may require the teacher to provide satisfactory evidence of the death, severity of the illness, and/or the prognosis for the member of the teacher's Immediate Family or household.

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2015-2018**

**30.3** A casual teacher is not entitled to paid compassionate leave. However, a casual teacher has the right be absent from work without pay for compassionate leave for a person who is an Immediate Family or household member.

### **31. Long service leave (LSL)**

#### **31.1 General provisions**

- (i) The NES specifies the entitlements to long service leave (LSL), except as varied below, that apply to teachers under this Agreement.
- (ii) When calculating long service leave, if a teacher had been employed for the whole of the term times of a year, that year will be counted as a year of employment.
- (iii) Long service leave entitlements are transferable between Seventh-day Adventist employing entities, subject to continuous employment.
- (iv) If unpaid parental leave or other approved leave without pay has been taken, this period shall be deemed as a period of continuous employment, but the period of absence shall not be counted in calculating long service leave entitlements.
- (v) Long service leave may be taken on a pro-rata basis after seven (7) years of continuous employment.
- (vi) LSL may be taken at half pay, as negotiated between the teacher and the employer.

#### **31.2 Quantum of leave**

- (i) Teachers employed under this Agreement are entitled to 13 weeks' long service leave after completing 10 years' continuous employment (i.e., 1.3 weeks' LSL accrues per year of continuous employment).
- (ii) If employment is terminated prior to completing 10 years of continuous employment, LSL may be paid out after seven (7) years of continuous employment, except in the case where termination is because of serious misconduct. This provision has the express effect of overriding section 58 of the *Long Service Leave Act 1992 (Vic)* (LSL Act).
- (iii) After 10 years of continuous employment, LSL will continue to accrue at the rate of 1.3 weeks per annum, and is able to be taken after each five (5) year period of qualifying continuous employment or as agreed between the teacher and employer.
- (iv) Teachers are able to apply to take LSL on a pro-rata basis after a qualifying period of seven (7) years of continuous employment.

#### **31.3 Conditions of taking leave**

- (i) When a teacher becomes entitled to LSL, the teacher shall be encouraged to take the leave as soon as practicable dependent on the needs of the employer and teacher.
- (ii) It would normally be expected that LSL be taken in periods of a whole term, but not less than one week. Applications shall be approved by the employer, giving consideration to the needs of the teacher, the students and the school, in consultation with the principal.



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- (iii) A minimum period of two terms' notice shall normally be given by the teacher to the employer when requesting LSL.
- (iv) Subject to the requirements of clause 31.4, a teacher who becomes ill or suffers an injury of more than five (5) days during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited by the employer. The employer may require the teacher to be examined by a registered medical practitioner of the employer's choice, provided the practitioner is reasonably accessible to the teacher.

### **31.4 Application under clause 31.3(iv)**

The teacher's application under clause 31.3(iv):

- (i) must be received by the employer during the period of illness or injury.
- (ii) must be accompanied by a medical certificate from a registered medical practitioner or a statutory declaration attesting to the illness or injury and the duration of the illness or injury, and
- (iii) must indicate whether the teacher wishes to extend the LSL by the period of the illness or injury or whether the teacher will return from LSL as planned with the period of illness or injury increasing the teacher's accrued LSL entitlement.

## **32. Parental Leave**

### **32.1 General**

- (i) Parental leave is provided for in the NES. Parental leave includes birth-related leave, adoption-related leave, and concurrent leave.
- (ii) Paid parental leave counts as a period of service and will be recorded on System service records.
- (ii) A period of unpaid parental leave does not count as service except where LSL or annual leave is taken as part of parental leave
- (iii) If the school plans to introduce change that may affect a teacher on parental leave, the school shall provide necessary information to the teacher of the change and the potential effects on the teacher's position.
- (iv) Casual teachers are not entitled to parental leave unless the casual teacher meets the criteria under the Act (refer s.14, NES).

### **32.2 Birth-related leave**

- (i) Parental leave is provided for in the NES. This Agreement supplements the NES.
- (ii) A teacher must have, or will have, completed twelve (12) months of continuous employment to be eligible for birth-related leave.
- (iii) The maximum total amount of birth-related leave is 52 weeks of which ten (10) weeks (from the commencement date of this Agreement) are paid, less the amount of any other authorised leave taken during the 52 week period.
- (iv) If a teacher had taken previous parental leave in order to take primary responsibility for the care of a child, there is no entitlement to further paid parental leave unless the teacher has returned to work for the employer for a minimum of 12 months.

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- (v) The teacher must be paid at the rate the teacher was paid at the time of commencing leave. Payment may be at the normal rate paid fortnightly over ten (10) weeks. Payment for parental leave is subject to the teacher taking leave for a minimum of ten weeks.
- (vi) A period of parental leave may be extended beyond the maximum entitlement by agreement between the employer and the teacher in order for the return from birth-related leave to occur at the commencement of a term immediately following the maximum period of leave of 52 weeks.
- (vii) A teacher may apply in writing four (4) weeks in advance to return to work by agreement with the employer and reduce the period of maternity leave under certain circumstances:
  - (a) a pregnancy ends other than by the birth of a living child after 20 weeks of pregnancy;
  - (b) a teacher gives birth to a living child, but the child later dies;
  - (c) by agreement between the teacher and the employer.
- (viii) If a teacher ceases to be the primary caregiver, the employer may give the teacher written notice of a date no less than four (4) weeks that any untaken birth-related leave is cancelled from that date.
- (ix) A teacher may terminate her employment at any time during a period of birth-related leave or leave subject to giving minimum notice of four weeks term time.
- (x) A teacher must give her employer written notice of the proposed day of her return to work from completion of approved birth-related leave no later than four (4) weeks before that day.
- (xi) A teacher is entitled after returning from birth-related leave to return to the position she held immediately before the start of the birth-related leave period or the position held previously if the position was modified due to pregnancy. The 'position' does not mean the right to teach the same classes or at the same levels, as taught prior to taking birth-related leave.
- (xii) Before an employer engages a teacher (as a *primary replacement*) to do the work of another teacher because the other teacher is taking a continuous period of leave including birth-related leave, the employer must tell the primary replacement that the work is temporary and what the rights of the teacher are when taking birth-related leave under the Act.
- (xiii) A teacher who wishes to extend the period of birth-related leave, except as in clause 32.2(vi), after the maximum entitlement of 52 weeks, may request the employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period. The request must be in writing, and submitted at least four (4) weeks before the end of the parental leave period. The employer must agree to the requested extension, unless the employer has reasonable business grounds for refusing (refer to NES s.22). For any further extension after 24 months, the teacher will need to apply for Special Leave.
- (xiv) A teacher on paid birth-related leave is not entitled to paid work during this period. A teacher may be employed on a casual basis during the unpaid period of birth-related leave.

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### **32.3 Partner leave**

- (i) Parental leave is provided for in the NES. This section supplements the NES.
- (ii) A teacher must have, or will have, completed twelve (12) months of continuous employment to be eligible for partner leave, which comprises up to eight (8) weeks of unpaid concurrent leave taken over a 12-month period from the date of birth or adoption of a child.
- (iii) A teacher may request to take partner leave in conjunction with LSL.
- (iv) A teacher who takes concurrent leave is eligible for up to two weeks of paid leave commencing on the day of birth of the child or on the day on which teacher's partner leaves hospital following the birth.
- (v) A teacher shall be required to give at least one school term's written notice of the intention to take partner leave, and provide other notice and documentation, as required by the Act.

### **32.4 Adoption-related leave**

Adoption-related leave is provided for in the NES.

## **33. Other leave**

### **33.1 Special leave**

Unpaid special leave may be granted at the discretion of the employer to teachers for limited periods for the following reasons:

- (i) Sick leave (up to 1 year);
- (ii) Study purposes (up to 3 years);
- (iii) Volunteer service (up to 2 years);
- (iv) Overseas denominational employment (as negotiated);
- (v) Professional development/upgrading outside of denominational employment (up to 3 years);
- (vi) Renewal leave (up to 1 year);
- (vii) Other leave as agreed to by the employer (up to 3 years).

### **33.2 Special leave and service accrual**

Special leave granted by the employer does not break the continuity of employment, however will not count for all purposes of this Agreement, including LSL.

### **33.3 Special leave and re-employment**

At the conclusion of special leave, while every effort will be made to provide the teacher with employment in a Seventh-day Adventist entity, there is no guarantee of re-employment.

### **33.4 Special leave and entitlements**

A teacher who takes special leave shall not be entitled to any benefits during the period of leave. All entitlements accrued shall be preserved at the rate accrued at the date of commencement of special leave. If a teacher's employment is terminated during or at

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the conclusion of special leave, the teacher will be paid out at the rate preserved from the start date of special leave.

### 33.5 Leave without pay

- (i) A teacher may apply for leave without pay which may be granted at the discretion of the Board of Directors. A teacher agrees that entitlements under this Agreement do not accrue during any period of leave without pay. This provision expressly overrides the *Long Service Leave Act 1992 (Vic)*.
- (ii) Leave without pay will not be given for the purpose of holidays immediately before and after public holidays and non-term weeks.

### 33.6 Examination leave

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

### 33.7 Qualification conferral leave

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

### 33.8 Monday before Melbourne Cup Day

- (i) School teachers will not be required to be in attendance for work on the Monday before Melbourne Cup Day. However, if the principal and school teachers agree, they may work on this day. Agreement shall be achieved by majority vote by all school teaching staff.
- (ii) A school teacher who is required to attend on the Monday before Melbourne Cup Day for operational reasons will be provided with a substitute day.
- (iii) This clause does not apply to an early learning teacher.

## Part 7 Other Matters

### 34. Accident make-up pay

#### 34.1 Definitions

For the purposes of this clause:

**Relevant Act** means in respect of an injury occurring under the *Accident Compensation Act 1985 (Vic)* or the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* (as relevant), as amended from time to time;

**Injury** has the same meaning as applies under the Relevant Act;

**Incapacity** has the same meaning as applies under the Relevant Act.

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### **34.2 Entitlement to accident make-up pay**

- (a) Subject to clauses 34.3, 34.4 and 34.5, the employer will pay a teacher accident make-up pay if the teacher suffers an injury compensated under the Relevant Act.
- (b) Accident make-up pay will be calculated as follows:
  - (i) for each day that the teacher is, or is deemed to be totally incapacitated, the teacher will be paid an amount representing the difference between the teacher's remuneration at the date of the injury together with any variation in Agreement rates, and amount of compensation payable under the Relevant Act for the day in question;
  - (ii) For each day that the teacher is partially incapacitated, the teacher will be paid an amount representing the difference between the teacher's remuneration at the date of the injury together with any variation in Agreement rates, and the amount of compensation payable under the Relevant Act for the day in question together with the amount the teacher is earning or is able to earn in some suitable employment (as defined by the Relevant Act or as agreed between the parties).

### **34.3 Eligibility for accident make-up pay**

In order for a teacher to be eligible for accident make-up pay in accordance with clause 34.2:

- (a) the teacher, or a representative of the teacher, must give notice in writing of the injury to the employer as soon as reasonably practicable;
- (b) the teacher must furnish evidence of the injury from time to time as required by the employer during the period of payment;
- (c) the teacher must advise the employer of any civil action or claim for damages the teacher may make;
- (d) the teacher must attend medical examinations by a legally qualified medical practitioner, provided and paid for by the employer, as required by the employer in accordance with the Relevant Act; and
- (e) the teacher must authorise the employer to obtain any information concerning the injury or compensation payable with respect to the injury from the insurance company that is liable to pay such compensation.

### **34.4 When entitlement ceases**

A teacher will cease to be entitled to accident make-up pay if any of the following occur:

- (a) the teacher ceases to be compensated under the Relevant Act;
- (b) the teacher obtains a judgment or settlement for damages in respect of the injury from a third party;
- (c) there is redemption of weekly compensation payments by the payment of a lump sum benefit under the Relevant Act;
- (d) the partially incapacitated teacher fails to take reasonable steps to find alternative employment;
- (e) accident make-up pay has been paid for thirty-nine weeks in respect of the same injury;
- (f) the teacher dies.

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### **34.5 Effect of termination of employment**

Termination of the employment of a teacher otherwise entitled to accident make-up pay does not affect the teacher's entitlement except where:

- (a) the termination is due to serious misconduct by the teacher; or
- (b) a partially incapacitated teacher voluntarily terminates the teacher's employment in circumstances where the employer is able and willing to offer the teacher suitable employment.

### **34.6 Accident make-up pay not payable**

Accident make-up pay will not be payable:

- (a) during the first five (5) working days of incapacity;
- (b) during the first two (2) weeks of employment;
- (c) where the incapacity arises from an industrial disease contracted by a gradual process and, at the time of the incapacity, the teacher has been employed for less than four (4) weeks; or
- (d) if the teacher is on paid leave.

### **34.7 Accident make-up pay and leave**

If a teacher is absent from work because of a personal illness or injury, for which the teacher is receiving compensation payments pursuant to the Relevant Act, then the teacher does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:

- non-term weeks, including annual leave; or
- paid personal/carer's leave.

### **34.8 Effect of legislation**

If, during the period of operation of this Agreement, Victorian or Federal Government legislation is implemented which requires the employer to pay accident make-up pay, then the employer will pay accident make-up pay in accordance with the legislation. The payment required under clause 34.2 will be offset against any legislated requirements.

## **35. Procedures for investigating allegations of Reportable Conduct**

Seventh-day Adventist Schools are committed to ensuring that fair procedures, as adopted by the employer, are implemented pursuant to Child Protection legislation, the VIT's Code of Conduct, and the Church's Safe Place policies

## **36. Disclaimer**


In the event that any provision of this Agreement which, by reason of any law of the Commonwealth, is void or invalid, that provision shall be severed from this Agreement and the Agreement shall be read as if that provision formed no part of the Agreement.

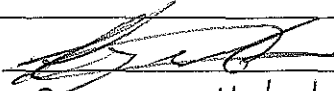
Seventh-day Adventist Schools (Victoria) Limited Agreement 2015-2018

DECLARATION

EXECUTED as an agreement this 14 May 2015

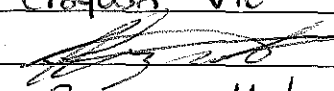
EMPLOYER REPRESENTATIVE

Signed:   
Date: 14 May 2015  
Name in Full (printed): HORRAINE ELIZABETH ANTHONY  
Position title: HR MANAGER  
Authority to sign explained: EMPLOYER REPRESENTATIVE FOR SEVENTH-DAY ADVENTIST SCHOOLS (VICTORIA) LIMITED

Witnessed by:   
Witness name in full: Benjamin Michael Shaw  
Witness address: 99 Edinburgh Road Lilydale 3140

EMPLOYEE REPRESENTATIVE

Signed: Anthony Harrison Tarry Hounson  
Date: 14/5/15  
Name in Full (printed): Anthony Harrison  
Position title: Daily Organiser Nunawading Christian College  
Authority to sign explained: Employee Representative Nunawading Christian College - Secondary Campus

Address: 2/83 Hull Rd  
Croydon Vic 3136  
Witnessed by:   
Witness name in full: Benjamin Michael Shaw  
Witness address: 99 Edinburgh Road Lilydale 3140

**SALARIES AND ALLOWANCES**

- A.1** Under this Agreement, a teacher, who is a full-time, will be paid not less than the salary specified by Table 1.
- A.2** Under this Agreement, a teacher, who is full-time, will be paid not less than the relevant allowance in Table 2 where appointed to the position of head of campus, head of school, deputy principal or director ELC, based on the student enrolment:
- (a)** in the primary/secondary school for a head of campus, head of school or deputy principal, where a teacher is appointed as director ELC;
  - (b)** in the primary/secondary school and the ELC for a head of campus, head of school or deputy principal, where a director ELC is not appointed;
  - (c)** in the ELC, for a director ELC.
- A.3** Under this Agreement, a teacher, who is full time, will be paid not less than the relevant allowance in Table 3, where appointed to the position of principal, based on the student enrolment:
- (a)** in the primary/secondary school, where a teacher is appointed as director ELC;
  - (b)** in the primary/secondary school and the ELC, where a director ELC is not appointed.
- A.4** This Appendix replaces cl.15.1 – Director’ allowance with respect to a director ELC and cl.15.3 – Leadership allowance with respect to a principal, head of campus, and head of school.
- A.5** The rates of pay and loadings include annual leave loading.
- A.6** Provided this Agreement is approved by teachers during the approval process to be held during Term 2 of 2015, the salaries and allowances payable from the ‘Commencement date of Agreement’ in Tables 1, 2 and 3 below will be paid from the first pay period commencing on or after 1 January 2015. The amount will be paid as a lump sum and taxed as salary.

**Table 1: Salaries (Teachers)**



**Seventh-day Adventist Schools (Victoria) Limited Agreement 2015-2018**

Classification Level	Schedule A: Annual Rate of Pay from the first pay period commencing on or after		
	Commencement date of Agreement	1 January 2016	1 January 2017
	\$	\$	\$
Level 1	56,894	58,593	60,058
Level 2	58,138	60,756	62,275
Level 3	60,820	62,997	64,572
Level 4	62,818	65,322	66,955
Level 5	64,979	67,733	69,426
Level 6	67,149	70,232	71,987
Level 7	69,532	72,823	74,643
Level 8	71,990	75,510	77,398
Level 9	74,483	78,297	80,254
Level 10	77,053	81,186	83,216
Level 11	86,026	87,476	89,441

**Table 2: Allowances (Head of Campus/Head of School/Deputy Principal/Director ELC)**

Classification Level (based on student numbers)	Schedule A: Annual Allowance from the first pay period commencing on or after		
	Commencement date of Agreement	1 January 2016	1 January 2017
	\$	\$	\$
1 - 70	8,034	8,275	8,523
71 – 140	9,641	9,930	10,228
141 - 200	10,712	11,033	11,364
201 – 350	17,139	17,653	18,183
350 – 550	21,210	21,846	22,501
551 – 799	24,102	24,825	25,570
800 - 999	26,030	26,811	27,615
1,000+	28,113	28,956	29,825
Additional HOC Loading (annual)	3,880	3,996	4,116

**Table 3: Principal Allowances**

**Seventh-day Adventist Schools (Victoria) Limited Agreement 2015-2018**

<b>Classification Level (based on student numbers)</b>	<b>Schedule A: Annual Allowance from the first pay period commencing on or after</b>		
	<b>Commencement date of Agreement \$</b>	<b>1 January 2016 \$</b>	<b>1 January 2017 \$</b>
<b>1 - 70</b>	10,712	11,033	11,364
<b>71 – 140</b>	16,871	17,378	17,899
<b>141 - 200</b>	19,389	19,970	20,569
<b>201 – 350</b>	24,638	25,377	26,138
<b>350 – 550</b>	29,994	30,893	31,820
<b>551 – 799</b>	38,188	39,334	40,514
<b>800 - 999</b>	42,007	43,267	44,565
<b>1,000+</b>	46,208	47,594	49,022
<b>Additional Multi-Campus Principal loading (annual)</b>	5,616	5,784	5,958