



Lowther Hall Anglican Grammar School Agreement 2024-2027

Your IEU-negotiated Agreement
covering your pay and conditions



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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Lowther Hall Anglican Grammar School T/A Lowther Hall Anglican Grammar School (AG2023/5168)

LOWTHER HALL ANGLICAN GRAMMAR SCHOOL AGREEMENT 2024-2027

Educational services

COMMISSIONER YILMAZ

MELBOURNE, 8 JANUARY 2024

Application for approval of the Lowther Hall Anglican Grammar School Agreement 2024-2027

[1] An application has been made for approval of an enterprise agreement known as the *Lowther Hall Anglican Grammar School Agreement 2024-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Lowther Hall Anglican Grammar School T/A Lowther Hall Anglican Grammar School. The Agreement is a single enterprise agreement.

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

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

[4] 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.

[5] The Agreement is approved and in accordance with s.54, will operate from 15 January 2024. The nominal expiry date of the Agreement is 31 January 2027.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/5168

Applicant:
Lowther Hall Anglican Grammar School

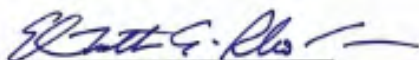
Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Elisabeth Rhodes, Principal have the authority given to me by Lowther Hall Anglican Grammar School to give the following undertaking with respect to the *Lowther Hall Anglican Grammar School Agreement 2024 - 2027* ("the Agreement"):

1. Lowther Hall Anglican Grammar School undertakes that casual School Assistants engaged under the Agreement will be engaged and paid for a minimum of 2 hours for each engagement.

This undertaking is provided based on an issue raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

3 / / 2024

Date

Lowther Hall

ANGLICAN GRAMMAR SCHOOL

All about the girl

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

Lowther Hall Anglican Grammar School Agreement 2024-2027

*Educating the whole person
for the whole of life*

Kindergarten
to Year 12

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PART 1

APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement is to be known as the Lowther Hall Anglican Grammar School Agreement 2024-2027 (the Agreement) and is a single enterprise agreement made pursuant to s.172(2) of the *Fair Work Act 2009* (Cth) (Act).

2. ARRANGEMENT

This Agreement is arranged as follows.

Part Title	Part Number	Clause Numbers
Application and Operation of Agreement	1	1 - 10
Conditions of Employment for all Employees Covered by the Agreement	2	11 - 41
Conditions of Employment for Teachers	3	42 - 49
Conditions of Employment for School Assistants	4	50 - 56

Clause Title	Part Number	Clause Numbers
Accident Compensation and Accident Make-Up Pay	2	24
Additional Time Release for Reporting Requirements	3	45
Agreement Flexibility	1	8
Annual Leave and School Holidays – School Assistants	4	54
Annual Leave – Teachers	3	47
Annual Leave Loading	2	26
Arrangement	1	2
Averaging Semester Teaching Allocations	2	44
Breakage and Loss	2	29
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Camp Allowance	2	27
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Definitions	1	7
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Hours of Work – School Assistants	4	51
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National Employment Standards	2	6
No Extra Claims	2	41
Non Attendance Time – Teachers	3	46
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Notice of Termination – Teachers	3	49
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Payment Arrangements	2	14
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Reasonable Additional Hours – Part Time School Assistants	4	53
Redundancy	2	25
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Remuneration Packaging	2	12
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Statement of Service	2	40
Superannuation	2	13
Title	1	1
Tuition Fee Discounts	2	39
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<u>Schedule Title</u>	<u>Schedule Number</u>
Teacher Classification and Salary Structure	A
School Assistant Classification and Salary Structure	B

3. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 Where the Agreement passes the Better Off Overall Test, the Agreement will be operative from the seventh day after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.
- 3.2 The nominal expiry date of the Agreement is 31 January 2027.
- 3.3 The Employer commits to commencing the process to negotiate a replacement enterprise agreement no later than six months prior to the nominal expiry date of the Agreement.

4. COVERAGE

- 4.1 This Agreement covers:
- (a) the Employer;
 - (b) School Teachers;
 - (c) Early Childhood Teachers; and
 - (d) School Assistants
- 4.2 This Agreement does not cover a Principal or Deputy Principals (by whatever name called).
- 4.3 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3 and 4 of this Agreement apply to Employees as specified.

5. RELATIONSHIP TO AWARDS

This Agreement fully excludes all Award conditions which would otherwise apply to any of the Employees covered by this Agreement.

6. NATIONAL EMPLOYMENT STANDARDS

- 6.1 The National Employment Standards ([NES](#)) as contained in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 6.2 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

- 6.3 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provisions will apply to the extent of the inconsistency.

7. DEFINITIONS

Act	means the Fair Work Act 2009 (Cth) or its successor(s)
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Award	means the following: Educational Services (Teachers) Award 2020 Educational Services (Schools) General Staff Award 2020 or their successor(s)
Blinkbonnie House	means the area of the School for students in Kindergarten, Prep and Year 1
Casual Employee	means an Employee employed pursuant to cl.10.4 of this Agreement
Early Childhood Program	means an educational program for three-, four- and five-year old children but does not include the prep year or child care
Early Childhood Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3A of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach. This definition does not include a person employed in the position of Principal, Deputy Principal or Head of School
Employee	means a person employed as a School Teacher, an Early Childhood Teacher or a School Assistant under this Agreement
Employer	means Lowther Hall Anglican Grammar School [ACN 006 660 984]
Experience	means experience of teaching: if a School Teacher, after achieving the qualifications necessary for registration as a teacher, if an Early Childhood Teacher, after achieving the necessary qualifications in early childhood education, and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Face-to-Face Teaching Hours	means the regular, scheduled, academic and/or pastoral teaching sessions in a documented course of study approved by the School, for which the teacher has primary responsibility for educational planning and delivery
Fixed Term Employee	means an Employee employed pursuant to cl.10.3 of this Agreement
Full Time Employee	means an Employee employed pursuant to cl.10.1 of this Agreement.
FWC	means Fair Work Commission or its successor
Immediate Family	means spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee
Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth)
Non Attendance Time	means a period of time that will be announced at least six (6) months in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government school teachers (less four (4) weeks' annual leave)
Part Time Employee	means an Employee employed pursuant to cl.10.2 of this Agreement
Primary school	means the educational program for students in Prep to Year 6
Principal	means the Principal of Lowther Hall Anglican Grammar School or the Principal's nominee
Raymond House	means the area of the School for students in Year 2 to Year 6

Registered Health Practitioner	means a person registered under the <i>Health Practitioner Regulation National Law (Victoria) 2010 (Vic)</i> or its successor(s), which includes the following professions, and includes a recognised specialty in any of the following professions: Aboriginal and Torres Strait Islander health practice; Chinese medicine; chiropractic; dental (including the profession of a dentist, dental therapist, dental hygienist, dental prosthetist and oral health therapist); medical; medical radiation practice; nursing and midwifery; occupational therapy; optometry; osteopathy; pharmacy; physiotherapy; podiatry; psychology
School	means Lowther Hall Anglican Grammar School [ACN 006 660 984]
School Assistant	means a person who is employed as a learning support assistant, integration aide, an assistant/technician in the library, laboratory, art and food technology functions
School Holidays	means a period of holidays as determined by the employer and announced at least six months prior to the commencement of the new School Year. School Holidays will not be less than those mandated by the Victorian Government for Victorian Government school teachers
School Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 or 4 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic)</i> (or its successor) and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed in the position of Principal, Deputy Principal or Head of School
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
Secondary school	means Senior School
Senior School	means the area of the School for students in Year 7 to Year 12
Shut Down Period	means the period or periods where the Employer shuts down the business, or any part of the business, in which the Employee works
Student Supervision Hours	means the hours that the Early Childhood Teacher is required to supervise students in the Early Childhood Program. Student Supervision Hours exclude non-supervisory duties such as preparatory, administrative and associated responsibilities
Teacher	means a School Teacher and an Early Childhood Teacher, unless separately specified
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i> or its successor

8. AGREEMENT FLEXIBILITY

8.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the Agreement deals with one or more of the following matters:
- (b) arrangements about when work is performed;
- (c) overtime rates;
- (d) penalty rates;
- (e) allowances;
- (f) leave loading; and

8.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);

8.1.3 the arrangement is genuinely agreed to by the Employer and Employee.

8.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under s.172 of the Act; and
- (b) are not unlawful terms under s.194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

- 8.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 8.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.

9. DISPUTE RESOLUTION PROCEDURE

9.1 Where there is a dispute between an Employee (or Employees) and the Employer ('the parties') about the NES or the application or interpretation of this Agreement (the matter in dispute), the procedure outlined in cl.9.2 will apply.

9.2 The steps are as follows:

Step 1

Every attempt will be made to resolve the matter, in the first instance, by discussions between the individual(s) involved at the School and the Employer. This does not preclude the right of either party to seek advice from outside the School or seek representation, nor does it necessitate such an approach where this is impracticable.

Step 2

Where the matter is not resolved by Step 1, the Employer or the Employee(s) may each seek the assistance of a representative in order that a further attempt may be made to resolve the matter. The Employee representative may include a union official or a union delegate.

Step 3

In the event that Steps 1 and 2 fail to resolve the matter, it may be referred by either party to the FWC for its assistance in resolving the matter by conciliation. The matter should not be referred by either party to the FWC prior to the completion of Steps 1 and 2.

- 9.3 Until the matter is determined, work will continue normally in accordance with the custom or practice existing before the matter arose, while discussions take place.
- 9.4 No party will be prejudiced as to the final settlement by the continuance of work. Health and safety matters are exempted from this provision.
- 9.5 Where the matter is not resolved by conciliation, either party may request that the FWC arbitrate the matter in dispute. Any such arbitration will be subject to, and in accordance with, this clause.
- 9.6 For the NES, the FWC may arbitrate a matter in dispute in accordance with the Act.

- 9.7 In arbitrating a non-NES matter in dispute relating to the application or operation of this Agreement, the FWC may only:
- 9.7.1 give directions about the process to be followed within the School to resolve the matter in dispute; and/or
- 9.7.2 determine the matter in dispute consistent with the limits or standards set by the relevant provisions of this Agreement.

10. MODES OF EMPLOYMENT

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

10.1 Full Time Employee

The Employer may engage an Employee on a Full Time basis in accordance with this Agreement.

10.2 Part Time Employee

10.2.1 The Employer may engage an Employee on a Part Time basis in accordance with this Agreement.

10.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Teacher, the Employer will set out in writing the duties and number of hours required (including Face-to-Face Teaching Hours or Student Supervision Hours) to be undertaken.

10.2.3 A Part Time School Teacher will be paid pro rata of the rate that the School Teacher would be entitled to receive as a Full Time School Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in cl.10.2.2. The pro rata annual salary is calculated using the following:

- Junior School Teacher: 19 hours and 10 minutes Face-to-Face Teaching Hours;
- Senior School Teacher: 16 hours and 30 minutes Face-to-Face Teaching Hours;

$$\frac{\text{School Teacher's Face-to-Face Teaching Hours}}{\text{Full Time Teacher's Face-to-Face Teaching Hours}} \times \text{Annual Salary}$$

(19.167 or 16.5 hours) whichever is applicable (see above)

10.2.4 A Part Time Early Childhood Teacher will be paid pro rata of the rate that the Early Childhood Teacher would be entitled to receive as a Full Time Early Childhood Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in cl.10.2.2. The pro rata annual salary is calculated using 22 Student Supervision Hours.

$$\frac{\text{Early Childhood Teacher's Student Supervision Hours}}{\text{Full Time Early Childhood Teacher's Student Supervision Hours (22 hours)}} \times \text{Annual Salary}$$

10.2.5 A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.

10.2.6 Where a Part Time Teacher's time fraction is expected to increase or decrease in the following term or School Year, the Employer is required to discuss the expected change with the Teacher not less than five (5) weeks, wholly within the one (1) school term, prior to the change taking place when the change is in terms 2, 3 or 4 and not less than four (4) weeks, wholly within term 4 where the change is in term one (1). Where the Employer is unable to provide this notice prior to the commencement of the next term or School Year, the Employer will pay the higher salary for the balance of the first five (5) weeks of terms 2, 3 or 4 and the balance of the first four (4) weeks of term one (1).

10.2.7 Where the Employer wishes to increase or decrease a Part Time Teacher's time fraction by 25 per cent or more, the Teacher is entitled to have the current position declared redundant.

- 10.2.8 Where a Part Time Teacher, but not a Casual Teacher, agrees to Face-to-Face Teaching Hours additional to the Part Time Teacher's specified time fraction, the Part Time Teacher will be paid the Part Time Teacher's hourly rate of pay with a loading of 25 per cent in lieu of all paid leave entitlements for each additional hour required to be worked. Extras allocated on a daily basis to cover teacher absences are excluded. The minimum engagement does not apply where a Part Time Teacher is employed to work additional hours on a casual basis on a day that the Part Time Teacher is ordinarily employed.
- 10.3 Fixed Term Employee
- 10.3.1 The Employer may engage an Employee to work on a replacement basis or for a specified period of time as full-time or part-time:
- (a) to replace one or more Employees who are on leave;
 - (b) to undertake a specified project for which funding has been made available;
 - (c) to undertake a specified task which has a limited period of operation;
 - (d) to replace an Employee where advice of termination or termination of employment takes place during the final term of the School Year or the following period of school holidays, with the period of appointment not exceeding the period of the following School Year; or
 - (e) to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.
- 10.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- 10.3.3. Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
- (a) the reason for the fixed nature of the employment;
 - (b) the date of commencement of the employment;
 - (c) the benefits which are applicable under this Agreement; and
 - (d) the rights of any Employee being replaced.
- 10.3.4. Subject to cl.11 (Minimum employment period), the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in cll.49 or 56.
- 10.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- (a) notice of termination of employment (where the date of cessation of employment is stated at the time of appointment)
 - (b) redundancy
 - (c) paid parental leave
 - (d) sabbatical leave
 - (e) examination leave
 - (f) qualification conferral leave
 - (g) tuition fee discounts.
- 10.4 Casual Employee
- 10.4.1 The Employer may engage an Employee as a Casual Employee in accordance with this Agreement.
- 10.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule A, if a Casual Teacher, or Schedule B, if a Casual School Assistant. This rate of pay includes a loading in lieu of paid leave entitlements.
- 10.4.3 A Casual Employee is not entitled to any of the following benefits under this Agreement:
- (a) notice of termination of employment
 - (b) redundancy
 - (c) remuneration packaging
 - (d) annual leave
 - (e) non-attendance time
 - (f) leave loading

- (g) camp allowance
- (h) public holidays
- (i) paid personal leave
- (j) paid compassionate leave
- (k) sabbatical leave
- (l) examination leave
- (m) qualification conferral leave
- (n) accident make-up pay
- (o) performance and conduct management procedures
- (p) paid parental leave
- (q) tuition fee discounts.

10.4.4 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave, paid leave to deal with family and domestic violence and long service leave, where eligible.

10.4.5 The Employer must not employ a Casual Teacher, in such a capacity for more than 15 consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

10.4.6 The Employer will engage and pay a Casual Teacher for half a day or for a full day. The rates of pay, which include the casual loading of 25 per cent, are specified in Schedule A. Where the Casual Teacher is engaged for one full day, the maximum payment for the day is specified in Schedule A.

10.4.7 A Casual School Assistant is an Employee engaged as such and will be paid an hourly rate of 1/38th of the weekly rate of pay for the School Assistant's classification, plus 25 per cent.

10.5 Right to request casual conversion (School Assistants only)

10.5.1 A person engaged as a regular Casual School Assistant may request that their employment be converted to full-time or part-time employment.

10.5.2 A **regular Casual School Assistant** is a Casual School Assistant who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the School Assistant could continue to perform as a Full Time School Assistant or Part Time School Assistant under the provisions of this Agreement.

10.5.3 A regular Casual School Assistant who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.

10.5.4 A regular Casual School Assistant who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

10.5.5 Any request under this subclause must be in writing and provided to the Employer.

10.5.6 Where a regular Casual School Assistant seeks to convert to full-time or part-time employment, the Employer may agree to or refuse the request, but the request may only be refused on reasonable business grounds and after there has been consultation with the Employee.

10.5.7 Reasonable grounds for refusal include that:

- (a) it would require a significant adjustment to the Casual School Assistant's hours of work in order for the School Assistant to be engaged as a Full Time or Part Time School Assistant in accordance with the provisions of this Agreement – that is, the Casual School Assistant is not truly a regular Casual School Assistant as defined in cl.10.5.2;
- (b) it is known or reasonably foreseeable that the regular Casual School Assistant's position will cease to exist within the next 12 months;
- (c) it is known or reasonably foreseeable that the hours of work which the regular Casual School Assistant is required to perform will be significantly reduced in the next 12 months;
- (d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the School Assistant's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the School Assistant is available to work.

- 10.5.8 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 10.5.9 Where the Employer refuses a regular Casual School Assistant's request to convert, the Employer must provide the casual employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the Casual School Assistant does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in cl.9 of this Agreement. Under that procedure, the Casual School Assistant or the Employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- 10.5.10 Where it is agreed that a Casual School Assistant will have their employment converted to full-time or part-time employment as provided for in this subclause, the Employer and the School Assistant must discuss and record in writing:
- (a) the form of employment to which the School Assistant will convert – that is, full-time or part-time employment; and
 - (b) if it is agreed that the School Assistant will become a Part Time School Assistant, the matters referred to in cl.10.2.2.
- 10.5.11 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 10.5.12 Once a Casual School Assistant has converted to full-time or part-time employment, the School Assistant may only revert to casual employment with the written agreement of the Employer.
- 10.5.13 A Casual School Assistant must not be engaged and re-engaged (which includes a refusal to re-engage) or have their hours reduced or varied, in order to avoid any right or obligation under this subclause.
- 10.5.14 Nothing in this subclause obliges a regular Casual School Assistant to convert to full-time or part-time employment, nor permits the Employer to require a regular Casual School Assistant to so convert.
- 10.5.15 Nothing in this subclause requires the Employer to increase the hours of a regular Casual School Assistant seeking conversion to full-time or part-time employment.
- 10.5.16 The Employer must provide a Casual School Assistant, whether a regular Casual School Assistant or not, with a copy of the provisions of this subclause within the first 12 months of the School Assistant's first engagement to perform work, provided the first engagement is on or after the commencement date of this Agreement.
- 10.5.17 A Casual School Assistant's right to request to convert is not affected if the Employer fails to comply with the notice requirements in cl.10.5.16.

PART 2

CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

11. MINIMUM EMPLOYMENT PERIOD

- 11.1 An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six (6) months, as defined by the Act.
- 11.2 If the Employer is to terminate the employment of an Employee during the minimum employment period, the Employer does not need to provide the relevant notice of termination in cl.49 or 56 and does not need to comply with cl.36 (Performance and conduct management procedures), any due process or performance/conduct management policies or procedures in place from time to time.
- 11.3 If the Employer is to terminate the employment of an Employee within the minimum employment period, the Employee is entitled to four (4) weeks' notice in writing or payment in lieu of notice.
- 11.4 If the Employee is to resign within the minimum employment period, then the Employee is required to give four (4) weeks' notice in writing. Where the Employee fails to give the full amount of notice, the Employer may deduct from wages due to the Employee under this Agreement, an amount that is no more than one week's wages for the Employee provided that:
- (a) if the Employer has agreed to a shorter period of notice than that required, then no deduction will be made;
 - (b) an Employee must be at least 18 years of age; and
 - (c) any deduction must not be unreasonable in the circumstances.

12. REMUNERATION PACKAGING

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

13. SUPERANNUATION

- 13.1 The Employer will make an employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, a request for stapled super fund details will be made to the Australian Taxation Office (ATO). If the Employer is advised by the ATO that the Employee does not have a stapled super fund, the Employer's default superannuation fund, Aware Superannuation Fund applies and the contribution will be made to this fund.
- 13.2 Where the Employer changes the superannuation fund specified in cl.13.1, the Employer will notify Employees in accordance with the legislation and regulations.
- 13.3 The Employer offers an Employee the opportunity to package the Employee's remuneration to enable additional superannuation contributions to be made to the complying superannuation fund under cl.13.1, as appropriate.

14. PAYMENT ARRANGEMENTS

Salary will be paid by credit transfer to the Employee's nominated financial institution account once every month with payment being made as nearly as possible on the 15th day of each month, including one half month in arrears and one half month in advance.

15. PERSONAL/CARER'S LEAVE

- 15.1 Personal/carer's leave is as provided for the NES except where this Agreement provides ancillary or supplementary terms.
- 15.2 Entitlement
- 15.2.1 An Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- 15.2.2 Under this Agreement, the entitlement under the NES is increased to 15 days of personal/carer's leave for each year of service.
- 15.2.3 Paid sick leave is taken by the Employee because of a personal illness or injury.
- 15.2.4 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness or injury, or an unexpected emergency affecting the member.
- 15.2.5 Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.
- 15.2.6 A Casual Employee may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.
- 15.2.7 Personal/carer's leave for an Employee accrues progressively during each year of continuous service, based upon the Employee's nominal hours of work.
- 15.2.8 Where an Employee's need for personal/carer's leave (sick leave or carer's leave) exceeds the Employee's accrued entitlement at the time that leave is needed, an Employee is entitled to be paid sick leave or carer's leave in advance of accrual as follows:
- (a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or
 - (b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment
- provided that the notice and evidentiary requirements are met.
- 15.3 Notice and evidentiary requirements
- 15.3.1 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- 15.3.2 An Employee is entitled to sick leave or carer's leave provided that the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer:
- (a) for any absence of more than two (2) consecutive days;
 - (b) for any absence continuous with a public holiday or with the beginning or end of a term to which the Employee is entitled and which would not otherwise require the production of a certificate; and
 - (c) where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five (5) days in the one year.
- 15.4 Special leave
- 15.4.1 At the commencement of a School Year, 20 per cent of an Employee's annual personal/carer's leave entitlement for that School Year, will be regarded as being available for special leave in that School Year. For example, special leave for a Full-Time Employee who gives service for a full School Year

will be three days. An Employee who is employed on a part-time basis and/or who gives service for less than the full School Year will be entitled to pro rata of three days' special leave.

15.4.2 In any School Year, an Employee cannot access more than 20 per cent of the Employee's annual personal/carer's leave entitlement for that School Year as special leave.

15.4.3 An Employee must:

- (a) request special leave in writing and provide the reason for requesting leave;
- (b) make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and
- (c) take special leave as a full day or as a half-day.

15.4.4 The Employer will grant special leave subject to:

- (a) satisfaction of the application requirements, and
- (b) the operational requirements of the workplace for that day or half-day.

15.4.5 For the purpose of this clause, special leave may be accessed:

- (a) to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
- (b) to attend a significant family event (e.g., wedding) for a member of the Employee's Immediate Family or household;
- (c) to attend to a matter of urgent pressing necessity or obligation;
- (d) to appear before a court or tribunal;
- (e) to observe religious days;
- (f) where the Employee, or a member of the Employee's Immediate Family or household, is experiencing family violence and the Employee requires leave additional to the entitlement in cl.35 (Leave for dealing with family and domestic violence);
- (g) to provide care or support to a member of the Employee's Immediate Family or household, who is experiencing family or domestic violence;
- (h) for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander; or
- (i) as otherwise agreed to by the Employer.

16. COMPASSIONATE LEAVE

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

16.2 Entitlement

16.2.1 An Employee may take:

- (a) up to three (3) days' paid leave per occasion when a member of the Employee's Immediate Family or household dies; or
- (b) up to three (3) days' paid leave per occasion when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life; or
- (c) up to three (3) days' paid leave per occasion where a child is stillborn, where the child would have been a member of the Employee's Immediate Family or household, if the child had been born alive; or
- (d) up to three (3) days' paid leave per occasion where the employee, or the employee's spouse or de facto partner, has a miscarriage.

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

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

17. INFECTIOUS DISEASES LEAVE

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

- (a) German measles
- (b) Chickenpox
- (c) Measles
- (d) Mumps
- (e) Scarlet fever
- (f) Whooping cough
- (g) Rheumatic fever, or
- (h) Hepatitis.

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

18. PUBLIC HOLIDAYS

18.1 Public holidays are provided for in the NES.

18.2 Under the NES, an Employee is entitled to the following public holidays:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (b) the following days, as prescribed in Victoria: Australia Day, Anzac Day, King's Birthday and Labour Day; and
- (c) Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

18.3 Public holidays that occur during a period of leave for a Teacher in accordance with cl.46 (Non-attendance time) or during additional leave for a School Assistant in accordance with Schedule B do not create an additional entitlement.

18.4 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.

18.5 An agreement made in accordance with cl.18.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

19. PARENTAL LEAVE

19.1 Relationship with Act

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

19.2 Application

19.2.1 Parental leave applies to an Employee, other than a Casual Employee who is not an eligible casual employee.

19.2.2 The Employer must not fail to re-engage a Casual Employee because:

- (a) the Employee or Employee's spouse is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave.

The rights of the Employer in relation to engagement and re-engagement of a Casual Employee are not affected, other than in accordance with this clause.

19.3 Definitions

19.3.1 For the purposes of this clause, an **eligible casual employee** means a Casual Employee:

- (a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- (b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (c) For the purposes of this clause, continuous service means service with the Employer as an Employee during the whole of the period, including any period of authorised leave. For an eligible Casual Employee, continuous service means a period during which the Casual Employee was engaged on a regular and systematic basis by the Employer and during the casual period, the Employee had a reasonable expectation of continuing employment by the Employer.

19.3.2 A **spouse** includes a former spouse, a de facto spouse and a former de facto spouse.

19.4 Basic entitlement

19.4.1 Instead of the entitlement in ss.70 and 76 of the Act, an Employee, upon the completion of 12 months of continuous service with the Employer, is entitled to take up to three (3) years' unpaid parental leave in relation to the birth or adoption of a child and where the employee is the primary carer of the child.

19.4.2 Instead of cl 19.4.1, where an Employee's pregnancy terminates by miscarriage or the birth of a stillborn child after more than 20 weeks of pregnancy, and the Employee has completed not less than 12 months of continuous service with the Employer, the Employee is entitled to be absent from work on parental leave for six (6) months following the termination, or such longer period as may be certified by the Employee's medical practitioner. Where the Employee takes at least 16 weeks of parental leave which would otherwise be unpaid, the Employee is entitled to paid parental leave in accordance with clause 20 (Paid Parental Leave).

19.5 Variation of period of parental leave

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

19.6 Returning to work after a period of parental leave

19.6.1 An Employee is requested to notify the Employer in writing of the Employee's intention to return to work after a period of parental leave at least one term prior to the expiration of the leave.

19.6.2 Where an Employee is making a request for a flexible working arrangement for the following School Year, providing the request prior to the end of Term 3 or one term prior to the expected date of return (if not returning at the commencement of a School Year) will assist staffing and timetabling.

19.6.3 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to s.81 of the Act, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A Part Time Teacher will be entitled to the same time fraction.

19.6.4 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.

19.6.5 For the purposes of this clause, position includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects.

19.7 Replacement employees

19.7.1 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

19.7.2 Before an Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

19.8 Communication during parental leave

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

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

19.8.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

19.8.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with cl.19.8.1.

20. PAID PARENTAL LEAVE

20.1 Where an Employee (other than a Casual or Fixed Term Employee) is granted unpaid parental leave in accordance with the Act and clause 19.4.1 (Parental Leave) of this Agreement to have primary responsibility for the care of a child, the Employee is entitled to paid parental leave equivalent to the Employee's ordinary time rate of pay for 16 weeks, provided the Employee takes a minimum period of 16 weeks' unpaid birth-related leave following the birth of the child. The payment of 16 weeks of paid parental leave is inclusive of any annual leave which has accrued during this period.

20.2 Where an Employee is granted unpaid parental leave in accordance with the Act and cl.19.4.1 (Parental leave) of this Agreement to have primary responsibility for the care of a child placed with the Employee for adoption, the Employee will be entitled to paid parental leave equivalent to the Employee's ordinary time rate of pay for 16 weeks, provided the Employee takes a minimum period of 16 weeks' unpaid adoption-related leave following the adoption of the child. The payment of 16 weeks of paid parental leave is inclusive of any annual leave which has accrued during this period.

20.3 The paid parental leave under cll.20.1 or 20.2 is payable for the first 16 weeks of leave taken after the date of birth, or placement of the child, unless otherwise agreed between the Employer and the Employee.

20.4 During the period of time that the Employee is in receipt of the paid parental leave under cll.20.1 or 20.2, the Employee is entitled to accrue:

20.4.1 annual leave, as defined by the Act, which is paid with the period of parental leave; and

20.4.2. personal leave, in accordance with cl.15 (Personal/carer's leave) of this Agreement; and

20.4.3 accrue long service leave in accordance with the NES or the *Long Service Leave Act 2018 (Vic)*, as appropriate.

20.5 Where an Employee is granted unpaid parental leave at the time of the birth of a child or placement of a child for adoption in accordance with the Act and is the non-primary carer of the child, the Employee is entitled to paid parental leave at the Employee's ordinary rate of pay for up to 20 days provided the leave is taken around the time of the birth or the placement of the child with the Employee.

20.6 An Employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further period of paid leave pursuant to cll.20.1, 20.2 or 20.5. Where an Employee has less than 12 months' continuous service with the Employer following a period of parental leave, the Employee may make application for payment of the paid parental leave, citing reasons in support of the payment. Payment, if any, will be at the discretion of the Employer.

- 20.7 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to cl.20.1 or 20.2, with the other parent entitled to receive payment pursuant to cl.20.5.
- 20.8 The paid parental leave is not payable during a period of paid leave. Where an Employee is required to take annual leave, Non Attendance Time or additional leave during shut down periods, the timing of the payment of the paid parental leave will be adjusted to ensure the paid parental leave as specified in cl.20.1, 20.2 and 20.5 is paid in full at the expiration of these periods of leave, provided the minimum period of leave required by these subclauses is taken.

21. LONG SERVICE LEAVE

- 21.1 Long service leave is provided by the NES or the *Long Service Leave Act 2018* (Vic) (or successor(s)), as appropriate, except where this Agreement provides ancillary or supplementary terms.
- 21.2 An Employee is entitled to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment with the Employer.
- 21.3 An Employee who has an entitlement to long service leave may request to take a period of leave without pay in conjunction with the period of long service leave subject to the following conditions:
- (a) the Employee will return to work at the start of a school term;
 - (b) the total period of leave will comprise the whole term or terms;
 - (c) the period of leave without pay will normally be limited to the remainder of the term in which long service leave is taken;
 - (d) the period of leave without pay would not normally be longer than the period of long service leave; and
 - (e) the long service leave entitlement will be exhausted before leave without pay commences.
- 21.4 An Employee may apply to take long service leave upon the completion of seven years of continuous employment.
- 21.5 An Employee may apply to take long service leave:
- (a) for a period of one day or more;
 - (b) for double the time at half-pay.
- 21.6 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 21.7 An Employee, other than a Teacher, whose full-time and part-time service has varied over the period of continuous employment will be paid at the proportionate rate, calculated by averaging the time fractions over the period of service.
- 21.8 The exception to cl.21.7 is that, where the entitlement under the *Long Service Leave Act 2018* (Vic) for an Employee, other than a Teacher, is more favourable to the Employee, the more favourable payment will apply.
- 21.9 A Teacher, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:

Service prior to 1 February 1997		
<i>Employment Arrangement</i>		<i>Entitlement to Payment</i>
(a)	where all service for the period of employment ending 31 January 1997 was part-time	Salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay
(b)	where full-time employment falls last	leave taken from the full-time credit will be paid at the current full-time salary, and leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment

(c)	where part-time employment falls last	leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category, and leave taken from the part-time credit will be paid on the basis of average weekly hours over the last 12 months of part-time employment
(d)	where the Teacher can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment	average weekly hours will be struck over the actual period of part-time employment
Service from 1 February 1997		
<i>Employment Arrangement</i>		<i>Entitlement to Payment</i>
Time fraction has varied during service		payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service

21.10 Illness on Long Service Leave

21.10.1 Subject to the requirements of cl.21.10.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a Medical Practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

21.10.2 The Employee's application under cl.21.10.1:

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

22. LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Principal.

23. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

23.1 Employee may request change in working arrangements.

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

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A). At the time of making this Agreement, the circumstances are where the Employee:

- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) has a disability;
- (d) is 55 or older;
- (e) is experiencing violence from a member of the Staff Member's family;

- (f) provides care or support to a member of the Staff Member's immediate family, or a member of the Staff Member's household, who requires care or support because the member is experiencing violence from the member's family.

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

Note 3: Clause 23 is an addition to s.65.

23.2 Responding to the request

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

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

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

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

23.3 What the written response must include if the Employer refuses the request

- (a) This clause applies if the Employer refuses the request and has not reached an agreement with the Employee under cl.23.2.
- (b) The written response under s.65A must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the Employer and Employee could not agree on a change in working arrangements under this clause, the written response under s.65A(6) must:
 - (i) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (ii) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

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

If the Employer and the Employee reached an agreement under cl.23.2 on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

23.5 Dispute resolution

Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by this clause, can be dealt with under cl.9 (Dispute resolution procedure).

24. ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

24.1 Entitlement to accident make-up pay

24.1.1 Subject to cl.24.1.2, where an Employee becomes entitled to compensation payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (WIRC Act), the Employer who is liable to pay the compensation will pay to the Employee accident make-up pay being an amount equivalent to the difference between:

- (a) the amount of compensation payable under the WIRC Act and, in respect of an Employee who is partially incapacitated, any wages earned by that Employee; and

- (b) the amount that would have been payable under the Agreement (including the Employee's entitlement to Employer contributions to Superannuation) if the Employee had been performing his or her normal duties.

24.1.2 Accident make-up pay will be paid for period or periods in the aggregate of up to a maximum of 39 weeks, inclusive of Non Attendance Time, in respect of the same injury.

24.2 Accident make-up pay not payable

Accident make-up pay will not be payable if the Employee is on any form of paid leave.

24.3 Accrual of entitlements during accident make-up pay

If an Employee is absent from work because of an illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then the Employee accrues entitlements in accordance with relevant legislation.

Note: For the avoidance of doubt, an Employee does not accrue an entitlement to Non-Attendance Time or to personal/carer's leave.

24.4 Accident make-up pay ceases

An Employee will cease to be entitled to accident make-up pay on the date upon which any of the following occur:

- (a) the Employee ceases to have an entitlement to receive weekly payments under the WIRC Act;
- (b) the Employee's employment is lawfully terminated by the Employer for any reason;
- (c) the Employee resigns; or
- (d) the Employee dies.

25. REDUNDANCY

25.1 Definition

Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job that the Employee has been doing to be done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

25.2 Redundancy Disputes

25.2.1 Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and the Employee's representative (if requested by any affected Employee) in good time, with relevant information:

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

25.2.2 Where a redundancy dispute arises, and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.

25.2.3 Transfer to lower paid duties

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

25.4 Part Time teachers

If a Part Time Teacher's hours are increased or decreased, without the Teacher's consent, by more than 25 per cent, the Teacher will be entitled to the provisions of this clause.

25.5 Severance Pay

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

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	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	12 weeks' pay
7 years and less than 8 years	14 weeks' pay
8 years and less than 9 years	16 weeks' pay
9 years and less than 10 years	18 weeks' pay
10 years and over	20 weeks' pay

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

25.6 For the purposes of this clause, continuous service includes all service for which paid leave was applicable. Paid leave includes personal/carer's leave, infectious diseases leave, compassionate leave, annual leave, school holidays, long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the Employee. Periods of unpaid leave are not included, except at the discretion of the Employer.

25.7 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under cl.25.5 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

25.8 Alternative employment

The Employer, in a particular redundancy case, may make an application under s.120(1) of the Act to the FWC to vary the amount of severance pay if the Employer obtains alternative employment for an Employee acceptable to that Employee.

25.9 Time off during notice period

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

25.9.2 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

26. ANNUAL LEAVE LOADING

26.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four (4) weeks' annual leave.

26.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$\frac{17.5\% \times \text{Teacher's Attendance Time (weeks)}}{\text{School's Attendance Time (weeks)}}$	X 4 X	Annual Salary 52.18
$\frac{17.5\% \times \text{School Assistant's Working Weeks}}{\text{School's Working Weeks}}$	X 4 X	Annual Salary 52.18

Note: Where a School Assistant is entitled to 5 weeks' annual leave, School's Working Weeks will not be greater than 47. Where a School Assistant is entitled to School Holidays, the School's working weeks equal to term weeks, as designated for School Assistants.

26.3 The Employer pays annual leave loading to the Employee with each salary payment throughout the School Year. The rates of pay in Schedule A – Teacher Classification and Salary structure and in Schedule B (School Assistant Classification and Salary Structure) have been increased by 1.342 per cent.

27. CAMP ALLOWANCE

27.1 An Employee, other than a Casual Employee, will be entitled to be paid an allowance in compensation for attending an overnight camp:

Camp Allowance (per night)	
From the first pay period commencing on or after 1 February	
Monday to Thursday	\$110
Friday / Saturday / Sunday	\$150

27.2 If a school nurse does not attend a camp, then the designated first aid employee will receive an additional \$15 per night.

28. MEAL ALLOWANCE

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7 p.m. on any day.

29. BREAKAGE AND LOSS

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

30. PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing or reimburse the Employee for cleaning costs incurred.

31. COMMUNITY SERVICE LEAVE

31.1 Community service leave is provided for in the NES.

31.2 Jury service leave

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

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

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

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

- 31.2.5 Subject to cl.31.2.2 - 31.2.4, the Employer will pay an Employee granted leave pursuant to cl.31.2.1 the Employee's normal salary during the period of authorised jury service leave provided that the Employee signs a form authorising deduction of the amount equal to the payment made by the Court Authorities from the salary payment due in the first pay period following the period of jury service leave.
- 31.2.6 Should the Employee not sign a form pursuant to cl.31.2.5, the Employer will pay an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

32. PROFESSIONAL LEARNING LEAVE

- 32.1 An Employee will be granted leave with pay to attend a compulsory examination or to complete a major assessment task (comprising 40 per cent or more of the total subject assessment) in a relevant course of study approved by the Principal.
- 32.2 An application for leave must provide evidence in writing of the examination or major assessment task.
- 32.3 An Employee who has a time fraction of:
- (a) 0.8 FTE or more, may apply for up to two days of paid leave during each semester;
 - (b) 0.5 FTE to less than 0.8 FTE, may apply for up to 1.5 days per semester;
 - (c) less than 0.5 FTE, may apply for up to one day per semester.
- 32.4 Leave for completion of an assessment task (other than a compulsory examination date) will not normally be granted for a day during the first two weeks of a term, for a day during the final two days of a Term, for a day adjacent to a public holiday or for the final three weeks of Year 12 classes, unless otherwise agreed.
- 32.5 Untaken leave in any School Year does not accrue.

33. QUALIFICATION CONFERRAL LEAVE

An Employee will be granted leave with pay for up to one (1) day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

34. SABBATICAL LEAVE

- 34.1 An Employee may apply to the Employer to participate in an agreed sabbatical leave arrangement. The Employer may grant such leave, as a form of leave without pay, taking into account the overall needs of the School. The agreement will be in writing, setting out the period of leave to be taken.
- 34.2 The agreed sabbatical leave arrangement will usually be in the form of a five-year agreement. During the first four years of the agreement, the Employer agrees, if requested by the Employee, to transfer some of the Employee's net salary (ordinarily 20 per cent) into an account nominated by the Employee and established for the purpose of funding the sabbatical leave. Sabbatical leave is taken during the fifth year of the agreement and usually commences on the first day of the School Year and continues until the end of that School Year.
- 34.3 The sabbatical leave year may be taken in conjunction with other forms of leave, such as long service leave, provided that the period of leave does not exceed one year unless the Employer and the Employee otherwise agree in writing.
- 34.4 For the purposes of all entitlements under this Agreement, the period of sabbatical leave is treated as leave without pay. Leave without pay may accrue entitlements in accordance with relevant legislation.
- 34.5 Prior to the sabbatical leave commencing, and given exceptional circumstances, either the Employer or the Employee may withdraw from the agreed arrangements in which case, one whole term's notice in writing must be given setting out those exceptional circumstances.

35. LEAVE FOR DEALING WITH FAMILY AND DOMESTIC VIOLENCE

35.1 NES

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

35.2 Definitions

35.2.1 In this clause:

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

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

immediate family means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee

35.2.2 A reference to a spouse or de facto partner in the definition of *immediate family* in cl.35.2.1 includes a former spouse or de facto partner.

35.3 Entitlement to paid leave

35.3.1 Each year, for the purpose of dealing with family and domestic violence, Full Time, Part Time and Casual employees are entitled to 20 days of paid leave.

35.3.2 The entitlement in cl.35.3.1 to deal with family and domestic violence:

- (a) is available in full at the start of each 12-month period of the Employee's employment; and
- (b) does not accumulate from year to year.

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

Note 2. The Employer and the Employee may agree that the Employee may take more than 20 days' leave to deal with family and domestic violence.

Note 3. The paid entitlement in clause 35.3.1 will be offset against the paid NES leave entitlement.

35.4 Taking leave

An Employee may take leave under this clause to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

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

35.5 Notice and evidence requirements

35.5.1 Notice

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

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

35.5.2 Evidence

An Employee who has given the Employer notice of the taking of leave under cl.35.6.1 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in cl.35.4.

Note. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

35.6 Confidentiality

35.6.1 The Employer must take steps to ensure information concerning any notice an Employee has given or evidence an Employee has provided under cl.35.5.2 is treated confidentially, as far as it is reasonably practicable to do so.

35.6.2 Nothing in cl.35.6.1 prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

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

35.7 Compliance

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

36. PERFORMANCE AND CONDUCT MANAGEMENT PROCEDURES

36.1 Performance management

36.1.1 This clause will not apply to a Casual Employee or to an Employee serving a minimum period of employment pursuant to cl.11 (Minimum employment period) of this Agreement.

36.1.2 Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in cl.36.1.3 or 36.1.4.

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

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

36.1.4 Formal performance management meetings will:

- (a) include discussion of the Employer's concerns with the Employee's performance;
- (b) give the Employee an opportunity to respond to the Employer's concerns;
- (c) include discussion of any counselling or assistance, where appropriate, available to the Employee;

- (d) include documentation, where appropriate; and
- (e) set periods of review, as appropriate.

36.1.5 If, following the procedure in cl.36.1.3 and 36.1.4, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

36.2 Conduct management

36.2.1 This clause will not apply to a Casual Employee or to an Employee serving a minimum period of employment pursuant to cl.11 (Minimum employment period) of this Agreement.

36.2.2 Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in cl.36.2.3 and cl.36.2.4.

36.2.3 The Employer will advise the Employee of:

- (a) the Employer's concern with the Employee's conduct;
- (b) the time, date and place of the meeting to discuss the Employee's conduct;
- (c) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct; and
- (d) the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.

36.2.4 The formal conduct management meeting(s) will:

- (a) include discussion of the Employer's concern with the Employee's conduct; and
- (b) give the Employee an opportunity to respond to the Employer's concerns unless the Employer could not reasonably have been expected to provide the Employee with that opportunity.

36.2.5 Concerns with an Employee's conduct may be resolved by:

- (a) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
- (b) issuing the Employee with a warning or a final warning in writing;
- (c) terminating the employment of the Employee in accordance with the relevant notice provision; or
- (d) other action, appropriate to the situation.

37. CONSULTATION ABOUT CHANGE

37.1 This clause applies if the Employer:

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

37.2 Major change

For a major change referred to in cl.37.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) cl.37.3 to 37.9 apply.

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

37.4 If:

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

(b) the Employee or Employees advise the Employer of the identity of the Representative;
the Employer must recognise the Representative.

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

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

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

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

37.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl.37.2(a) and clauses 37.3 and 37.5 are taken not to apply.

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

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

37.10 Change to regular roster or ordinary hours of work

For a change referred to in cl.37.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) cl.37.11 to 37.15 apply.

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

37.12 If:

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

the Employer must recognise the Representative.

37.13 The Employer must:

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

- (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
- (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
- (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

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

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

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

37.16 For the purposes of cl.37.11 to 37.15, the Employer's educational timetable in respect of academic classes and student activities, which:

- (a) may operate on a term, trimester, semester or a School Year basis, and
- (b) ordinarily changes between one period of operation and the next, and
- (c) may change during the period of operation,

is not a regular roster.

37.17 However, where a change to the educational timetable directly results in a change to the number of ordinary hours of work of an Employee or to the spread of hours over which the Employee's ordinary hours, are required to be worked, cl.37.11 to 37.15 will apply.

In this clause:

relevant Employees means the Employees who may be affected by a change referred to in cl.37.1.

38. WORKPLACE CONSULTATION MEETINGS

Each semester, the Employer will hold one meeting in each area of the School (Blinkbonnie House, Raymond House and Senior School) where the Principal or the Principal's delegate will consult with Teachers and School Assistants regarding workplace matters.

39. TUITION FEE DISCOUNTS

39.1 A Full Time Employee, whose employment with the School commenced prior to 1 January 2020 and who enrolls a daughter at the School, is entitled to a tuition fee discount on the following basis:

After one year of service	20 per cent
After two years of service	30 per cent
After three years of service	40 per cent
After four years of service	50 per cent

39.2 For an Employee who commences employment with the School on or after 1 January 2020, after one year of service, the Employee will be entitled to a discount on tuition fees to a maximum of 35 per cent pro-rated to that Employee's full-time equivalent load. The Employer will pay any Fringe Benefits Tax associated with this discount.

39.3 Any Employee employed prior to 1 January 2020 may convert the Employee's current benefit under past Agreements to the arrangement under cl.39.2. If the Employee makes this choice, then the Employee cannot convert back to a previous arrangement.

39.4 The tuition fee discount will be pro-rated in accordance with a Part Time Employee's full-time equivalent time fraction.

39.5 Where both parents of a child enrolled at the School are employees of the Employer, only one tuition fee discount applies to the child.

- 39.6 Where a child enrolled at the School is awarded a bursary/scholarship, the Employee is entitled to choose whether the tuition fee discount or the bursary/scholarship applies to the enrolment of the child.
- 39.7 The period of continuous service of a Fixed Term Employee completed immediately prior to commencing ongoing full-time or part-time employment with the School, will be included in the period of continuous service for the purpose of the tuition fee discount.
- 39.8 An Employee who commences employment on or after 1 January 2013 will be responsible for the payment of Fringe Benefits Tax associated with the tuition fee discount.
- 39.9 For an Employee to be entitled to the tuition fee discount, the Employee must pay the remaining portion of the tuition fee and other fees by an automatic payroll deduction.
- 39.10 An Employee is entitled to the tuition fee discount during all period of paid leave and during a period of leave without pay of up to 12 months.
- 39.11 Clauses 39.5 and 39.6 apply only to the children of staff enrolled after 16 March 2017.

40. STATEMENT OF SERVICE

The Employer, upon request from an Employee, will provide the Employee with a statement of service specifying the commencement and cessation dates of employment and a summary of the main duties and responsibilities of the Employee over the Employee's period of employment.

41. NO EXTRA CLAIMS

It is a term of this Agreement that the Employees will not pursue any extra claims relating to salary and conditions of employment prior to the nominal expiry date of this Agreement.

PART 3

CONDITIONS OF EMPLOYMENT FOR TEACHERS

42. CLASSIFICATION AND SALARY

42.1 Schedule A sets out:

- (a) the classification structure and progression arrangements applying to a Teacher;
- (b) the structure for positions of responsibility and leadership, together with applicable allowances; and
- (c) the salary for a Teacher, including a Casual Teacher.

42.2 The rates of pay specified in Schedule A:

- (a) are inclusive of annual leave loading (17.5 per cent of 4 weeks' annual leave); and
- (b) are in compensation for all hours worked under this Agreement.

43. HOURS OF WORK

43.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year.

43.2 Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.

43.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.

43.4 The Employer will determine teaching loads as follows:

43.4.1 In Senior School, a Full Time Teacher (classroom) will teach a maximum of 16 hours and 30 minutes (Face-to-Face Teaching) per week.

43.4.2 In Junior School, a Full Time Teacher (classroom) will teach a maximum of 19 hours and 10 minutes (Face-to-Face Teaching) per week.

43.4.3 In the Early Childhood Program, a Full Time Teacher will teach a maximum of 22 hours (Student Supervision Hours) per week.

43.4.4 A Teacher in the first year of teaching experience will be entitled to a reduced Face-to-Face Teaching load of 0.9 of a Full Time Teacher.

43.4.5 In addition, up to 2.5 hours per week will be spent with students in home group, assemblies, chapel and other pastoral and educative commitments that flow from the home group, assemblies, chapel or pastoral program.

43.4.6 Individual variations to these commitments must be mutually agreed between a Teacher and the Employer.

43.4.7 In addition, a Teacher will contribute to the co-curricular program of the School.

44. AVERAGING SEMESTER TEACHING ALLOCATIONS

44.1 A Full Time Teacher's face-to-face teaching allocation will be averaged over the two semesters in the School Year. An averaged teaching allocation may be up to two periods higher in one semester provided:

- (a) the teaching allocation in the other semester is correspondingly lower by up to two periods, and
- (b) the teacher does not undertake yard duty or Extras during the semester with the higher teaching allocation.

44.2 The averaging arrangement in cl.44.1 may be altered by individual agreement between the Employer and the Teacher. The individually agreed arrangements will be in writing with a copy provided to the Teacher.

44.3 For the purpose of this clause, an Extra is a lesson allocated to a Teacher that is additional to the Teacher's regular face-to-face teaching load. It does not include a lesson taken in lieu of a regular scheduled lesson.

45. ADDITIONAL TIME RELEASE FOR REPORTING REQUIREMENTS

45.1 Where a Teacher does not hold one or more positions of responsibility with a total time release of more than 0.2 FTE, the Teacher may make application to the relevant Head/s of School to be granted additional time for the completion of reports in the circumstances specified in cl.45.2.

45.2 The number of written, comment-based reports required in a single reporting cycle is greater than:

- (a) 100 reports (Full Time Senior School Teacher);
- (b) 120 reports (Full Time Blinkbonnie House and Raymond House classroom Teacher);
- (c) 300 reports (Full Time Blinkbonnie House and Raymond House specialist Teacher);

which will be pro-rated for a Part Time Teacher.

45.3 In determining whether additional time for report writing will be given, the Head of School must consider:

- (a) whether the Teacher has been given dispensation from other duties;
- (b) the Teacher's personal circumstances;
- (c) the operational needs of the School;
- (d) the number of characters per comment.

46. NON ATTENDANCE TIME

46.1 A Teacher is not required or requested to attend at the School during Non Attendance Time but is 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. The Teacher's role is defined by the Employer.

46.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act.

46.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in cl.46.4.

46.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of Term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\frac{\text{Teacher's Attendance Time} \times \text{Non Attendance Time}}{\text{School's Attendance Time}} - \text{Non Attendance Time (already taken)}$$

Note: All amounts are specified in weeks or part-weeks

47. ANNUAL LEAVE

47.1 Annual Leave is provided for in the NES. This clause supplements the NES provisions.

47.2 A Teacher is entitled to four (4) weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

- 47.3 A Teacher must take an amount of annual leave during the Shut Down Period following the end of Term 4. The Shut Down Period may differ for individual Teachers, depending on work commitments and activities. A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the Shut Down Period and defer taking the equivalent period of annual leave to another time.
- 47.4 A Teacher will take all accrued annual leave during the Shut Down Period.
- 47.5 Where a Teacher has not accrued sufficient annual leave to cover the Shut Down Period designated for the purpose of annual leave, the Teacher will be entitled to leave without pay.
- 47.6 If the employment of a Teacher is terminated or a Teacher resigns prior to the end of Term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to annual leave, pursuant to the following formula:

$$\frac{\text{Teacher's Attendance Time} \times \text{Annual Leave}}{\text{School's Attendance Time}} - \text{Annual Leave (already taken)}$$

Note: All amounts are specified in weeks or part-weeks

48. MEAL BREAK

48.1 Entitlement

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

48.2 Exceptions to cl.48.1

- (a) Where a Teacher is required to undertake student supervision duties during the meal break, the meal break will be not less than 20 minutes.
- (b) Where an Early Childhood Teacher is required to remain on the premises during the meal break, the Early Childhood Teacher will be entitled to a paid meal break of no more than 30 minutes and no less than 20 minutes no later than five hours after commencing work.

48.3 Teacher activities during the meal break

Where a Teacher voluntarily engages in an activity involving students or other Employees during the meal break, the Employer is not required to provide an alternative break.

49. NOTICE OF TERMINATION

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

49.2 Where the Employer wishes to terminate the employment of a Teacher serving a minimum employment period pursuant to cl.11 (Minimum employment period), or a Teacher wishes to resign during a minimum employment period, the period of notice is specified by cl.11.

49.3 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six (6) months' continuous service with the Employer, the Employer will give:

- (a) seven (7) term weeks' notice in writing, wholly within the one (1) school term, or
- (b) the payment of seven weeks' salary instead of notice, or
- (c) part notice and part payment instead of notice provided that the total weeks' notice and total weeks' payment instead equal seven.

49.4 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four (4) weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to cl.19 (Parental leave) that the Teacher being replaced wishes to return from parental leave.

- 49.5 Payment in lieu is calculated by taking the amount of salary in Schedule A that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 49.6 Subject to cl.11, a Teacher must provide the Employer with a minimum of seven (7) term weeks' notice in writing, wholly within the one (1) school term.
- 49.7 If a Teacher does not give the period of notice required under cl.49.6, then the Employer may deduct from wages due to the Teacher under this Agreement an amount that is no more than two weeks' wages for the Teacher, provided that:
- (a) if the Employer has agreed to a shorter period of notice than that required, then no deduction will be made; and
 - (b) any deduction must not be unreasonable in the circumstances.
- 49.8 The notice period in this clause and in cl.11 does not apply where the Teacher is guilty of serious misconduct.

PART 4

CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

50. CLASSIFICATION AND SALARY

50.1 Schedule B sets out:

- (a) the classification structure for a School Assistant; and
- (b) the salary for a School Assistant.

50.2 The rates of pay specified in Schedule B are inclusive of annual leave loading (17.5 per cent of 4 weeks' annual leave).

51. HOURS OF WORK

51.1 The ordinary hours of work for a Full Time School Assistant will be 38 hours per week.

51.2 The ordinary hours of work may be worked on any day from Monday to Friday between 7.00 am and 6.00 pm. Where there is mutual agreement between the Employer and the majority of School Assistants, the starting and finishing times may be varied by up to one hour, provided the total hours remain unchanged.

51.3 The ordinary hours of work may be averaged over a fortnight or a four-week period.

51.4 The Employer may request a Part Time School Assistant to work reasonable additional hours in accordance with cl.53 (Reasonable additional hours – Part Time School Assistants).

52. OVERTIME

52.1 Overtime is any authorised work performed outside of or in excess of the ordinary or rostered hours that are not reasonable additional hours in accordance with cl.53 (Reasonable additional hours – Part Time School Assistants).

52.2 Where a School Assistant works overtime, the Employer will pay overtime rates as follows:

For overtime worked on	Overtime rate % of minimum hourly rate
Monday to Saturday – first 3 hours	150
Monday to Saturday – after 3 hours	200
Sunday	200
Public holidays	250

52.3 Overtime will be calculated daily.

52.4 Time off in lieu of payment for overtime

- (a) The Employer and a School Assistant may agree that a School Assistant will be provided with time off in lieu of being paid overtime.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Time off will ordinarily be taken within one month of the time worked unless otherwise agreed in writing between the Employer and the School Assistant.
- (d) Where there is no agreement to take time in lieu in accordance with cl.52.4(a), the Employer will pay the School Assistant for the hours worked at the overtime rate applicable at the time that the hours were worked.
- (e) Should the School Assistant's employment terminate before either the time off is taken instead of overtime, the Employer will pay the School Assistant for the hours worked at the overtime rate applicable at the time that the hours were worked.

53. REASONABLE ADDITIONAL HOURS – PART TIME SCHOOL ASSISTANTS

- 53.1 The Employer may request a Part Time School Assistant to work reasonable additional hours.
- 53.2 A School Assistant will be paid for all reasonable hours at the applicable casual hourly rate for all hours worked that:
- (a) fall within the spread of ordinary hours in cl.51.2;
 - (b) do not result in the School Assistant working more than eight hours on that day; and
 - (c) do not result in a School Assistant whose hours are averaged, working more than allowed maximum weekly ordinary hours during the averaging period.
- 53.3 A School Assistant will be paid for all additional hours at the applicable overtime rate in cl.52 (Overtime) for all hours worked that:
- (a) are outside the spread of ordinary hours in cl.51.2; and
 - (b) result in the School Assistant working more than eight hours on that day; and
 - (c) result in a School Assistant whose hours are averaged working more than the allowed maximum weekly ordinary hours during the averaging period.
- 53.4 Where additional hours are worked on a day the School Assistant is already attending for work, the minimum casual engagement of two hours will not apply.
- 53.5 Additional hours worked by a Part Time School Assistant in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

54. ANNUAL LEAVE AND SCHOOL HOLIDAYS

- 54.1 Annual Leave is provided for in the NES. This clause supplements the NES provisions.
- 54.2 Under this Agreement, a School Assistant is entitled to School Holidays, which are inclusive of annual leave.
- 54.3 A School Assistant is entitled to public holidays that fall during School Holidays but they do not create any additional entitlements.
- 54.4 The salary for a School Assistant in Schedule B takes this period of School Holidays into account.
- 54.5 A School Assistant who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

$$\frac{\text{School Assistant's Working Weeks - School Holidays (already taken)}}{\text{Term Weeks for School Assistants}}$$

Note 1: All amounts are expressed in weeks or part-weeks

Note 2: Leave without pay in excess of 10 days will be excluded from Working Weeks

55. BREAKS

- 55.1 Unpaid meal break
- (a) A School Assistant, who is engaged or rostered to work for more than five hours on a day, is entitled to an unpaid meal break of not less than 30 minutes.
 - (b) Such meal break will start no later than five hours after the School Assistant commenced work on that day, unless otherwise agreed in writing between the School Assistant and the Employer.

55.2 Paid rest breaks

- (a) A School Assistant is entitled to a rest break of 10 minutes for each period of three hours worked, with a maximum of two rest breaks per shift.
- (b) Where the School Assistant has an entitlement to two rest breaks, in place of the two 10-minute rest breaks, the Employer may require one morning rest break of 20 minutes.
- (c) A rest break:
 - (i) will be counted as time worked;
 - (ii) will be taken at a time suitable to the Employer; and
 - (iii) will not be taken adjacent to a meal break, unless the School Assistant and the Employer agree.

55.3 Breaks between periods of duty

- (a) Length of the rest period

A School Assistant will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.

- (b) Where the School Assistant does not get a 10-hour rest

The following conditions apply to a School Assistant, who, on the instructions of the Employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with cl.55.3(a):

- (i) the School Assistant is entitled to be absent from duty without loss of pay until a 10-hour break has been taken; or
 - (ii) the School Assistant is entitled to be paid 200% of the minimum hourly rate until released from duty.
- (c) The entitlements in cl.55.3(a) and 55.3(b) do not apply to:
 - (i) a School Assistant who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
 - (ii) a School Assistant who is attending a school camp or excursion.

56. NOTICE OF TERMINATION

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

56.2 Where the Employer wishes to terminate the employment of a School Assistant serving a minimum employment period pursuant to cl.11 (Minimum employment period), or a School Assistant wishes to resign during a minimum employment period, the period of notice is specified by cl.11.

56.3 Where the Employer wishes to terminate the employment of a School Assistant, who has had more than six (6) months' continuous service with the Employer, the Employer will provide:

- (a) four (4) term weeks' notice, or
- (b) the payment of four weeks' salary instead of notice, or
- (c) part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal four.

56.4 Payment in lieu of notice is calculated by taking the amount of salary in Schedule B that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.


56.5 A School Assistant, who has had more than six (6) months' continuous employment with the Employer, must provide the Employer with a minimum of four (4) term weeks' notice in writing.

56.6 In addition to the period of notice specified in cl.56.3, a School Assistant over 45 years of age at the time of being given notice with not less than five (5) years of continuous service will be entitled to an additional week's notice.


- 56.7 If a School Assistant does not give the period of notice required under cl.56.5, then the Employer may deduct from wages due to the School Assistant under this Agreement, an amount that is no more than one week's wages for the School Assistant, provided that:
- (a) if the Employer has agreed to a shorter period of notice than that required, then no deduction will be made;
 - (b) a School Assistant must be at least 18 years of age; and
 - (c) any deduction must not be unreasonable in the circumstances.
- 56.8 The notice period in this clause and in cl.11 do not apply where the School Assistant is guilty of serious misconduct.

EXECUTED as an Agreement this Twelfth day of December 2023.

EMPLOYER REPRESENTATIVE

Signed: 
Date: 13/12/2023
Name in full (printed): ELISABETH GWENDOLYN RHODES
Position title: PRINCIPAL
Authority to sign explained: EMPLOYER REPRESENTATIVE

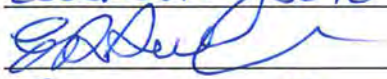
Address: 17 LESLIE ROAD
ESSENDON VIC 3040

Witnessed by: 
Witness name in full: ESTHER ROSE RULE
Witness address: 17 LESLIE RD, ESSENDON VIC 3040

EMPLOYEE REPRESENTATIVE

Signed: R. Anstey
Date: 13/12/23
Name in full (printed): ROSEMARY ANSTEY
Position title: TEACHER
Authority to sign explained: EMPLOYEE REPRESENTATIVE

Address: 17 LESLIE RD
ESSENDON 3040 VIC.

Witnessed by: 
Witness name in full: ESTHER ROSE RULE
Witness address: 17 LESLIE RD, ESSENDON 3040

SCHEDULE A

TEACHER CLASSIFICATION AND SALARY STRUCTURE

A.1 TEACHERS WITH FULL/PROVISIONAL REGISTRATION WITH THE VICTORIAN INSTITUTE OF TEACHING

- A.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to Sch.A.1.2 progress to the top level of the salary scale in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- A.1.2 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

A.2 PERMISSION TO TEACH TEACHERS WITH THE VICTORIAN INSTITUTE OF TEACHING

- A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.
- A.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

A.3 RATES OF PAY

- A.3.1 A Full Time Teacher will be paid not less than the relevant salary, inclusive of annual leave loading, specified for the Teacher's classification from the first pay period commencing on or after 1 February of the specified year.

2023 Level	2023 \$	2024 Level	2024 \$	2025 \$	2026 \$
K	121,838	11	125,493	129,258	133,136
J	116,871	10	120,377	123,988	127,708
I	112,107	9	115,470	118,934	122,502
H	107,536	8	110,762	114,085	117,508
G	103,152	7	106,247	109,434	112,717
F	98,947	6	101,915	104,973	108,122
E	94,913	5	97,761	100,693	103,714
D	91,044	4	94,230	97,528	100,942
C	87,332	3	90,825	94,459	98,237
B	83,772	2	87,960	91,919	96,055
A	80,357	1	85,982	90,281	94,795

Note: The rates of pay include annual leave loading.

- A.3.2 From 2024, a Teacher classified at one of Levels A to K in Schedule A.3.1 will be classified at one of Levels 1 to 11, as appropriate.

A.4 WEEKLY RATE OF PAY

The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

A.5 CASUAL RATE OF PAY

- A.5.1 At the commencement of this Agreement, the rate payable to a Casual Teacher will be:

- (a) for a full day, \$448; or
- (b) for a half day, \$224.

- A.5.2 The casual rate of pay is the maximum payment for all hours worked on the day or half-day of engagement.

A.6 POSITIONS OF RESPONSIBILITY AND LEADERSHIP

A.6.1 Positions of responsibility

- (a) A position of responsibility is a position carried out in addition to the normal duties of a Teacher, not usually requiring additional experience or qualifications other than that of a Teacher.
- (b) Positions of Responsibility are usually tenured for a period up to 3 years.
- (c) In some circumstances, by mutual agreement, time may be given in lieu of payment for a position of responsibility.
- (d) A Teacher's tenure in a position of responsibility comes to an end when any of the following occur:
 - (i) The Teacher holding the position leaves the School.
 - (ii) The Teacher informs the Principal that they wish to step down from the position in the next calendar year.
 - (iii) The Teacher becomes unable to carry out the position due to personal circumstances.
 - (iv) The Teacher has been holding the position for the appointed period of time, which may be up to 3 years.
- (e) Where a Teacher's tenure in a position of responsibility ends, the position of responsibility is internally advertised. The Teacher who has been holding the position, may apply for the position and may be reappointed. If there are no applicants, or no suitable applicants, then the position of responsibility may be externally advertised in combination with a teaching role.

A.6.2 Positions of leadership

- (a) A position of leadership is a position carried out in addition to, alongside or instead of the normal duties of a Teacher, usually requiring additional experience or qualifications other than that of a Teacher.
- (b) A position of leadership is usually not tenured.
- (c) A position of leadership has one or more of the following characteristics:
 - (i) Employees report directly to the leader (across the year, not just in association with a specific activity);
 - (ii) a significant proportion of the leader's time is spent on duties other than teaching; and/or
 - (iii) the role requires specialist skills and/or additional qualifications.

A.6.3 Covering a position of responsibility or leadership when the Teacher is on extended leave

- (a) When a Teacher holding a position of responsibility or leadership commences a period of leave, the Teacher holding the position retains the ongoing position and is remunerated for it.
- (b) If necessary, an "acting" position may be created for the duration of the Teacher's absence.
- (c) Such an "acting" position may involve the advertising of the "acting position" or the creation of several temporary positions in order to meet the operational requirements of the School. In these circumstances, a person with the appropriate experience, skill or qualification may be appointed temporarily without the position being advertised. In the event that the person does not return to the position, the position will be advertised unless it is being restructured into an existing role.

A.6.4 Administrative arrangements

- (a) The Employer determines positions of responsibility and leadership.
- (b) The Principal determines who is eligible for a position of responsibility or a position of leadership.
- (c) The Principal will provide the following written advice to a Teacher appointed to a position of responsibility or a position of leadership:
 - (i) whether the position is tenured or untenured, and if the position is tenured, the period of the tenure;
 - (ii) whether a time allowance applies to the position, and the quantum of the time allowance;
 - (iii) whether a monetary allowance applies to the position, and the amount of the monetary allowance;
 - (iv) the duties required to be undertaken;
 - (v) whether attendance during Non Attendance Time is required.

A.6.5 Positions of leadership (POL) structure

Position Level	Minimum allowance (refer to Note)	Description of role (untenured)
POL 5	\$10,300	Leadership positions at this level usually require either: Highly specialised skills and training and/or Responsibility for 7 or more staff as direct reports. Individuals fulfilling roles at this level would usually be working in a specialist role for which they have been specifically recruited. Examples of roles at this level would be: Senior School Faculty Head – English, Mathematics
POL 4	\$8,240	Leadership positions at this level usually require either: Highly specialised skills and training and/or Responsibility for 4 or more (FTE equivalent) staff as direct reports. Individuals fulfilling roles at this level would usually be working in a specialist role for which they have been specifically recruited. Examples of roles at this level would be: Senior School Faculty Head – Health
POL 3	\$6,180	Leadership positions at this level usually require: Specialised skills and training and/or Responsibility for fewer than 4 staff (FTE equivalent) as direct reports. Individuals fulfilling roles at this level may be working in a specialist role for which they have been specifically recruited or, in a senior school context, they could be responsible for the pastoral care of students outside their own class or classes and the oversight and delivery of Year Level Programs. Examples of roles at this level would be: Senior School Faculty Head – Drama/Dance, Senior School Year Level Coordinator
POL 2	\$4,120	Leadership positions at this level usually require: Specialised skills and training and/or Responsibility for one or two staff as direct reports. Individuals fulfilling roles at this level may be working in a specialist role for which they have been specifically recruited or have direct pastoral responsibility for students outside their class or classes. Examples of roles at this level would be: Raymond House Pastoral Coordinator
POL 1	\$3,090	Leadership positions at this level usually require specialist skills. Individuals fulfilling roles at this level would usually be working in a specialist role for which they had been specifically recruited. They may have a small number of direct reports. Examples of roles at this level would be: Careers coordinator, Reading specialist, Information Fluency & Research Coordinator.

Note 1: The minimum allowance for each position of leadership (POL) is listed. Time may also be associated with the POL. Remuneration for all POLs will increase by 3% after an individual has held a position for 3 years (and subsequently every 3 years).

Note 2: For the purposes of this classification structure, the term 'direct report' means that the person holding the POL is involved in the recruitment of staff and other employment matters.

A.6.6 Positions of responsibility (POR) structure

Position Level	Minimum allowance (refer to Note)	Description of role (tenured)
POR 5	\$3,090	These positions would usually be undertaken alongside a full- time classroom teaching role with a small time-release. They would typically involve liaising with multiple external organisations/bodies and oversight of complex programs involving multiple parties across the year. Examples of roles at this level would be: International Connections Coordinator, VCE Coordinator
POR 4	\$2,060	These positions would usually be undertaken alongside a full- time classroom teaching role with a small time-release. They would typically involve liaising with external organisations/bodies and direct responsibility for management of students, sometimes in rural environments with moderate risk and sometimes overnight. Typically, this happens in small intense bursts of activity. They may involve the leadership of staff for the purposes of a particular event or activity. Examples of roles at this level would be: Duke of Edinburgh Coordinator
POR 3	\$1,545	These positions would usually be undertaken alongside a full- time classroom teaching role with a small time-release. They would typically involve liaising with external organisations/bodies and direct responsibility for management of students in urban, low risk environments, not overnight. They may involve the leadership of staff for the purposes of a particular event or activity. Examples of roles at this level would be: Debating Coordinator, Production Coordinator.
POR 2	\$1,030	These positions would typically have no direct reports and would usually be undertaken alongside a full-time classroom teaching role with a small time-release. Examples of roles at this level would be: Raymond House English Coordinator, Blinkbonnie House English Coordinator
POR 1	Less than \$1,030 or time release only	These positions would sometimes be short term, ad hoc positions. Alternatively, they might also be roles that are additional to classroom teaching but do not involve ultimate responsibility for a program or activity. Examples of roles at this level would be: Curriculum Project, Student Symposium Coordinator, Centenary Dinner Coordinator, Pedagogy Project Guide

Note: The minimum allowance is listed. Time may also be associated with the position of responsibility (POR). Remuneration for all PORs will increase by 3% after a Teacher has held a POR for 3 years (and subsequently every 3 years).

SCHEDULE B

SCHOOL ASSISTANT CLASSIFICATION AND SALARY STRUCTURE

B.1.1 CLASSIFYING SCHOOL ASSISTANTS

The Employer will appoint a School Assistant to the appropriate classification level based on the following and as set out at Sch.B.2 below:

- (a) general work description
- (b) direction received
- (c) supervision undertaken
- (d) indicative duties

B.1.2 A School Assistant may make written application to the Principal to have their position of employment reclassified. An application to be reclassified may not be made more than once in any 12 month period unless there are significant changes to the role and responsibilities. If reclassified, the School Assistant will be placed on the first sub level of the new level. Any reclassification is at the complete discretion of the Principal.

B.2 SCHOOL ASSISTANT CLASSIFICATION STRUCTURE

B.2.1 Level 1 School Assistant

General Work Description

An Employee at this level is not required to have any qualifications and is required to perform any combination of a wide range of functions under direct supervision. The School Assistant, after gaining experience, may exercise some degree of autonomy and discretion. The School Assistant at this level would need little or no prior experience to perform the tasks required.

Direction

The School Assistant at this level receives specific direction meaning:

- (a) receives instructions on what is required and how it is to be performed;
- (b) is subject to progress checks with tasks being continuously monitored; and
- (c) requires basic technical knowledge or prior experience.

Supervision

The School Assistant at this level receives direct supervision from a higher level School Assistant, Teacher or Principal. The School Assistant does not supervise students without a higher level School Assistant, Teacher or Principal being present.

Indicative Duties

- (a) Reporting damage to equipment and arranging repairs
- (b) Assisting with record keeping
- (c) Collecting, sorting and shelving goods as required
- (d) Under direction, assisting with sorting and processing of catalogue cards and stocktaking
- (e) Audio and video recording as directed
- (f) Setting out equipment and materials for classroom/department use
- (g) Cleaning up after classroom demonstrations/activities
- (h) Assisting with stocktaking of equipment/materials
- (i) Assisting with the circulation of loan items and accounting for stock
- (j) Cataloguing and recording details of reference material
- (k) Labelling, covering, assembling, sorting, and marking resources in accordance with manufacturer's instructions and school procedures
- (l) Assisting in the preparation of displays and exhibitions
- (m) Maintaining records of overdue loans of school resource material/equipment
- (n) Directing staff and students to resources

- (o) Assisting with care and operation of equipment, preparing class sets for faculty use
- (p) Assisting users with school equipment, i.e., photocopiers and basic AV equipment
- (q) Ensuring an adequate supply of materials and equipment is available
- (r) Assisting teaching staff and senior technical staff with enforcement of appropriate safety measures
- (s) Assisting with use of computers; for record keeping and as used in the classroom
- (t) Providing basic physical and emotional care for students
- (u) Observing students and drawing the attention of the teacher to them when necessary

B.2.2 Level 2 School Assistant

General Work Description

An Employee at this level undertakes duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate or approved trade certificate or equivalent or from on the job experience considered relevant by the Employer. The Employee may be required to perform any combination of a wide range of functions under routine direction but, may, after gaining experience, exercise some degree of autonomy.

Direction

The School Assistant at this Level receives routine direction meaning:

- (a) receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach;
- (b) is normally subject to progress checks, usually confined to the unusual or difficult aspects, and has assignments reviewed on completion; and
- (c) has the technical knowledge and/or experience to perform basic duties usually without technical instruction.

Supervision

The School Assistant at this level receives direct supervision from a higher level School Assistant, Teacher, or Principal. The School Assistant may be required to supervise students while performing their normal duties but may not be used instead of a Teacher to conduct classroom lessons, extras, etc. The School Assistant at this level may be expected to supervise School Assistants from Level 1.

Indicative Duties

- (a) Assisting Teachers and students in locating reference materials using standard bibliographic tools
- (b) Following up overdue loans
- (c) Assisting with labelling, storage, stocktaking and ordering of equipment and materials
- (d) Ensuring maintenance of equipment and materials
- (e) Caring for flora and fauna
- (f) Preparing solutions
- (g) Maintaining inventory of equipment
- (h) Assisting Teachers in the supervision of science experiments
- (i) Advising and assisting staff in safety matters relating to a specific functional area, e.g., handling chemicals in a science laboratory
- (j) Assisting with the development of procedures relating to the use of equipment and materials
- (k) Liaising with external organisations and industries for the purpose of acquiring materials and equipment
- (l) Maintaining school attendance records
- (m) Maintaining the first aid budget
- (n) Ensuring first aid stock is maintained and kept up to date
- (o) Delivering first aid
- (p) Maintaining and managing the print room
- (q) Producing advanced photocopy materials, e.g., school booklets, fliers
- (r) Ordering and purchasing school supplies

B.2.3 Level 3 School Assistant

General Work Description

An Employee at this level undertakes duties which require knowledge and skills demonstrated through either:

- (a) the completion of a relevant undergraduate degree from a recognised university; or
- (b) the completion of an advanced Diploma or Certificate IV combined with at least 5 years relevant work experience.

The Employee is required to perform a combination of a wide range of functions under direction and exercise a degree of autonomy.

Direction

The School Assistant at this Level receives some direction from a Teacher or other relevant supervisor, meaning:

- (a) Uses own initiative to resolve problems or develop new techniques and practices; and
- (b) Has the technical knowledge and/or experience to perform duties without technical instruction.

Supervision

The School Assistant at this Level receives direct supervision from a Teacher or other relevant supervisor. The School Assistant may be required to supervise students while performing their normal duties but may not be used instead of a Teacher to conduct classroom lessons, extras, etc.

The School Assistant at this level may be expected to supervise School Assistants from Level 1 and Level 2.

Indicative duties

A School Assistant at this Level will be provided with a specific position description that will describe the duties required.

B.2.4 Level 4 School Assistant

General Work Description

A School Assistant at this Level undertakes duties which require judgment, knowledge and skills demonstrated through:

- (a) the completion of a relevant undergraduate degree from a recognised university; or

from the commencement of this Agreement:

- (b) holds a current VIT registration; or
- (c) satisfies the classification criteria of a Level 3 School Assistant and has completed a nationally recognised qualification in Auslan or Braille, with at least 3 years' relevant work experience with Auslan or Braille.

The School Assistant is required to perform independent functions within their skilled area. They will have a depth of knowledge and technical expertise in their specialised area, be capable of performing tasks guided by policy and procedures in order to meet appropriate outcomes. They will also have the capacity and knowledge to provide support and recommendations to amend policies as they are required.

Direction

A School Assistant at this Level receives some direction from a Senior Teacher or other relevant supervisor, meaning:

- (a) exercises judgment, independent and problem solving skills to resolve issues or develop new techniques and practices; and
- (b) has the technical knowledge and experience to perform duties without technical instruction.

Supervision

A School Assistant at this Level requires minimal supervision from Senior Teachers or Managers. The School Assistant may be required to supervise students while performing their normal duties but may not be used instead of a Teacher to conduct classroom lessons, extras, etc.

The School Assistant at this Level may be expected to supervise School Assistants from Level 1, Level 2 and Level 3.

Indicative duties

A School Assistant at this Level will be provided with a specific position description that will describe the duties required.

B.3 ANNUAL SALARY

- B.3.1 A Full Time School Assistant, in receipt of School Holidays, will be paid not less than the relevant salary, inclusive of annual leave loading, specified for the School Assistant's classification from the first pay period commencing on or after 1 February of the specified year.

Classification	Annual Salary School Assistant in Receipt of School Holidays			
	2023 \$	2024 \$	2025 \$	2026 \$
4-6				93,876.92
4-5			88,531.39	90,966.00
4-4	83,728.00	83,490.25	85,786.23	88,145.35
4-3	79,959.00	80,901.40	83,126.19	85,412.16
4-2	76,836.00	78,392.83	80,548.64	82,763.72
4-1	73,929.00	75,962.05	78,051.00	80,197.41
3-6				78,935.31
3-5			75,316.36	77,387.56
3-4	69,459.00	71,863.32	73,839.57	75,870.15
3-3	68,167.00	70,454.24	72,391.73	74,382.50
3-2	66,983.00	69,072.78	70,972.28	72,924.02
3-1	65,906.00	67,718.42	69,580.67	71,494.14
2-6				70,145.12
2-5			67,591.84	69,450.61
2-4	63,106.00	65,131.49	66,922.61	68,762.98
2-3	62,460.00	64,486.63	66,260.01	68,082.16
2-2	61,814.00	63,848.15	65,603.97	67,408.08
2-1	61,221.00	62,904.58	64,634.45	66,411.90
1-6				65,106.05
1-5			61,878.47	63,580.13
1-4	58,637.00	58,810.90	60,428.20	62,089.97
1-3	57,614.00	57,432.52	59,011.91	60,634.74
1-2	55,568.00	56,086.44	57,628.82	59,213.61
1-1	53,306.00	54,771.92	56,278.14	57,825.79

Note: The rates of pay include annual leave loading.

- B.3.2 A School Assistant employed in a position that is not covered by a classification is entitled to be paid not less than a Level 1 salary.

- B.3.3 Levels 1-5, 2-5, 3-5 and 4-5 commence from the first pay period commencing on or after 1 February 2025. Levels 1-6, 2-6, 3-6 and 4-6 commence from the first pay period commencing on or after 1 February 2026.

B.4 WEEKLY SALARY

The weekly salary is calculated by dividing the annual salary by 52.18.

B.5 PART TIME SALARY

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

$$\frac{\text{Total hours employed per week}}{38} \quad \times \quad \text{appropriate full-time weekly salary}$$

B.6 INCREMENTAL ADVANCEMENT

B.6.1 Advancement to the next increment within the appropriate Level will take place on the anniversary of a School Assistant's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. A School Assistant employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

B.6.2 Service for the purposes of this clause will include all service in any other school at the level to which the School Assistant is appointed.

B.7 CASUAL RATE OF PAY

B.7.1 A Casual School Assistant will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Annual Salary (from Sch.B.3.1)}}{52.18 \times 38} \quad \times \quad 1.25$$

B.7.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

B.8 JUNIOR SALARY

A junior School Assistant, who is classified at Level 1 or Level 2, is entitled to be paid not less than the following percentage of the full-time salary for the position and years of experience, classified in accordance with this Schedule of the Agreement.

Age	Percentage of full-time rate
	%
Under 17 years	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

B.9 HIGHER DUTIES

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

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/5168

Applicant:
Lowther Hall Anglican Grammar School

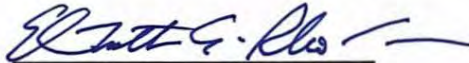
Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Elisabeth Rhodes, Principal have the authority given to me by Lowther Hall Anglican Grammar School to give the following undertaking with respect to the *Lowther Hall Anglican Grammar School Agreement 2024 - 2027* ("the Agreement"):

1. Lowther Hall Anglican Grammar School undertakes that casual School Assistants engaged under the Agreement will be engaged and paid for a minimum of 2 hours for each engagement.

This undertaking is provided based on an issue raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

3 / / 2024

Date

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

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

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

